

# Notice Inviting Bid

**Hyderabad**

----- day of --- year

1. The CEO, AHCT invites proposals for providing services for Aarogyasri Health Care Trust Office at, Hyderabad. More details on the services are provided in the attached Terms of Reference.
2. The firm will be selected under least – cost based selection and procedures described in this Bidding Document.
3. The bidding document includes the following parts:  
Disclaimers  
Volume I-The Work  
Volume II-The Bid  
Volume III-The contract
4. The bidder shall quote all the rates if not will be deemed as incomplete and will be disqualified.

Tenders with accompanying documents should be submitted to the address given below by **2:00 PM on . .2012.**

**Address for submission:**     **Aarogyasri Health Care Trust,  
Road.No.46, Jubilee Hills,  
Opp. Dr. B.R. Ambedkar Open University,  
Hyderabad.**

**Contact for queries:**

Website: [www.eprocurement.gov.in](http://www.eprocurement.gov.in)

**The Chief Executive Officer  
Aarogyasri Health Care Trust  
Hyderabad**

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## **Glossary**

### **General**

AHCT	:	Aarogyasri Health Care Trust
Trust	:	Aarogyasri Health Care Trust
Must	:	Denotes mandatory requirement
Shall	:	Denotes mandatory requirement
RFP or Tender:		Request for Proposal
ITB	:	Instructions to Bidders
BDS	:	Bid Data Sheet
LOA	:	Letter of Award
TOR	:	Terms of References
GCC	:	General Conditions of Contract
SCC	:	Special Condition of Contract

## **Disclaimer**

The information contained in this Bidding document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Trust or any of its employees or advisors, 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 the Trust to the prospective Bidders or any other person. It may not be construed as the agreement under any circumstances. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. It includes statements, which reflect various assumptions and assessments arrived at by the Trust in relation to the IT Infrastructure needs of the Trust. 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 the Trust, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

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

The Trust, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rule 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, arising in any way for participation in this Bidding Stage.

The Trust 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.

The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient

The Trust 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.

## **A. SCOPE OF SERVICES**

### **1. Introduction**

- .1-Preamble
- (i) Government of Andhra Pradesh formed the Trust to provide cashless tertiary care coverage to all the poor of the State through a twin track approach viz., strengthening the public institutions and purchase of quality private medical services from the market.
  - (ii) The purchase of medical services from the market involves among other things, purchase of insurance for certain of the listed therapies. Trust has been implementing Rajiv Aarogyasri Scheme for 2 crores poor families in the State over the last 5 years. The listed therapies offered by the trust under the benefit package to the beneficiaries are partly offered with insurance cover purchased from the market and partly directly by the Trust.

## Definitions

The definitions of terms shall be interpreted as indicated below. The scheme specific definitions shall be provided under the appropriate heading.

### (a) General Definitions

- (i) “Applicable Law” means the laws and other instruments having the force of law in India.
- (ii) “Government” means the Government of Andhra Pradesh or the Government of India.
- (iii) “Government Authority” shall mean either GoAP or GoI or Aarogyasri Health Care Trust (AHCT) or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to Government and having jurisdiction over the Company, the parties, any shareholder or the assets or operations of any of the foregoing including but not limited to the Insurance Regulatory and Development Authority.
- (iv) “Law” includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, and orders of any Government, Government Authority, Court, Tribunal, Board or recognized stock exchange of India, as may be applicable to the Scope and Terms of this Agreement.
- (v) “Services” shall mean the entire services provided by the Consultant to carry on the works.
- (vi) “Service Area” shall mean the area within which Consultant is authorized to provide services.
- (vi) “Service Level” means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.
- (vii) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.
- (viii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any

portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(ix) Conflict of Interest: The Service Provider shall not engage, and shall cause its personnel as well as any Subcontractors and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

(x) Association: Association, Consortium or JV has the same meaning. **Refer Clause 2.11 GCC.**

**(b) Entities**

(i) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(ii) “Party” means the Purchaser or the Supplier, as the case may be; and “Parties” means both of them.

(iii) “Purchaser” means Aarogyasri Health Care Trust.

(iv) “Trust” means Aarogyasri Health Care Trust of Government of Andhra Pradesh.

**(c) Scope**

(i) “Budget” means the amount that is allocated by the Trust for the purpose of funding the consultant for carrying on the works during the contract period.

(ii) “Confidential Information” means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).

iii) “Deliverables” means the services specifically developed for “Aarogyasri Health Care Trust” and agreed to be delivered by the Consultant in pursuance of the agreement and includes all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and

guidelines, and all their modifications.

- (iv) “Proprietary Information” means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition.

**(d) Place and time**

- (i) “Hour” means the hour as appearing in 24 hour format (hh:mm).
- (ii) “Day” means calendar day of the English Calendar.
- (iii) “Week” means seven (7) consecutive Days, beginning Monday.
- (iv) “Month” means calendar month of the English Calendar.
- (v) “Year” means twelve (12) consecutive Months.
- (vi) “Effective Date” shall be as defined in the **contract**.
- (vii) “Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and Supplier in relation to the Work, as **specified in the Contract**.

### **3. REQUIREMENTS**

- (i) The Service Provider is supposed to perform the following works:**

## 4. Period