

**REVISED MODEL REQUEST
FOR PROPOSAL (RFP) FOR
HIRING SERVICE PROVIDER
IN PPP MODE**

**Ministry of Health & Family Welfare,
Government of India**

*Biomedical
Equipment
Management
and Maintenance
Program*

INTRODUCTORY NOTES

“Public Private Partnership” means an arrangement between the central, a statutory entity or any other Government-owned entity, on one side, and a private sector entity, on the other, for the provision of public assets or public services or both, or a combination thereof, through investments being made or management being undertaken by the private sector entity, for a specified period of time, where there is predefined allocation of risk between the private sector and the public entity and the private entity receives performance linked payments that conform (or are benchmarked) to specified and predetermined performance standards, deliverables or Service Level agreements measurable by the public entity or its representative (Manual for procurement of Goods 2017, Gol, MoF Department of Expenditure) Web Link.

https://doe.gov.in/sites/default/files/Manual%20for%20Procurement%20of%20Goods%202017_0_0.pdf

“Procurement contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or **‘Contract for Services’** under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term “contract” will also include “rate contract” and “framework contract”.

“Inventory” means any material, component or product that is held for use at a later time; “Invitation to (pre-)qualify” means a document including any amendment thereto published by the Procuring Entity inviting offers for pre-qualification from prospective bidders.

“Pre-qualification (bidding) procedure” means the procedure set out to identify, prior to inviting bids, the bidders that are qualified to participate in the procurement; “Pre-qualification document” means the document including any amendment thereto issued by a Procuring Entity, which sets out the terms and conditions of the prequalification bidding and includes the invitation to pre-qualify.

Value for Money (VFM)

The concept of price or cost has been further refined into **Total Cost of Ownership (TCO) or Life Cycle Cost (LCC)** or Whole-of-Life (WOL) to take into account not only the initial acquisition cost but also cost of operation, maintenance and disposal during the lifetime of the external resource procured. Similarly, the **concept of quality** is linked to the need and is refined into the **concept of utility/value**. These two, taken together, are used to develop the concept of Value for Money (VFM, also called Best Value for Money in certain contexts).

VFM means the effective, efficient, and economic use of resources, which may involve the evaluation of relevant costs and benefits, along with an assessment of risks, non-price attributes (e.g. in goods and/or services that contain recyclable content, are recyclable, minimize waste and greenhouse gas emissions, conserve energy and water and minimize habitat destruction and environmental degradation, are nontoxic etc.) and/or life cycle costs, as appropriate. Price alone may not necessarily represent VFM. In public procurement, VFM is achieved by attracting the widest competition by way of optimal description of need; development of value-engineered specifications/Terms of Reference (ToR); appropriate packaging/slicing of requirement; selection of an appropriate mode of procurement and bidding system.

Fundamental Principles of Public Procurement.

General Financial Rules, 2017 (Rule 144) lays down five Fundamental Principles of Public Procurement. In reference to the following two principles, Rule 144. GFR 2017, mandates that every authority delegated with the financial powers of procuring goods in public interest shall have the responsibility and accountability to bring efficiency, economy, and transparency in matters relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in public procurement.

Transparency Principle

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time-limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts. As part of this principle, all procuring entities should ensure that offers should be invited following a fair and transparent procedure and also ensure publication of all relevant information on the Central Public Procurement Portal (CPPP).

“**e-Procurement**” means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, nondiscriminatory and efficient procurement through transparent procedures.

Professionalism Principle

As per these synergic attributes, the procuring authorities have a responsibility and accountability to ensure professionalism, economy, efficiency, effectiveness and integrity in the procurement process. They must avoid wasteful, dilatory and improper practices violating the Code of integrity for Public Procurement (CIPP). They should, at the same time, ensure that the methodology adopted for procurement should not only be reasonable and appropriate for the cost and complexity but should also effectively achieve the planned objective of the procurement. As part of this principle, the Government may prescribe professional standards and specify suitable training and certification requirements for officials dealing with procurement matters.

In reference to the above two principles - Transparency and Professionalism Principle, it may be useful to refer to the other provisions given in the General Financial Rules, 2017.

**REQUEST FOR PROPOSAL
FOR
HIRING OF SERVICE PROVIDER FOR BIOMEDICAL EQUIPMENT MAINTENANCE**

Tender No.....

Address.....

Phone.....

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Government of.....
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SECTION-I
NOTICE INVITING TENDER (NIT)

(Insert: Name of State):

ADDRESS.....

PHONE:

URL:

EMAIL.....

Tender Enquiry No.

Dated: / /

1.1 Data Sheet

Name of the Project Objectives	Biomedical Equipment Maintenance in (insert: name of state).
Pre-Bid conference	A pre-bid conference is proposed on (insert: date) at (insert: time) in the (insert: address).
Queries for the Pre Bid Conference	The prospective Bidders shall submit their queries on or before (insert: time) (insert: date).
Contact details for all queries	(Insert: Address, phone no., email, fax)
Language in which proposals should be submitted	Language- English or any one local/regional language)
Currency of Quote	Specify Currency
Bid Security (EMD)	Not Applicable
Performance Security	3% of the value of proposed contract or as decided by the state government as per GFR-2017. The performance security will be valid up till 6 months after the expiry of agreement period.
Agreement Period	5 years extendable to a maximum of another term of 2 years subject to annual performance appraisal
Address for Proposal submission	(Insert: Address)

1.2 Important Dates and Information

S.No	Description	Schedule
i.	Date of sale of Proposal Documentsto....., duringHrs. to Hrs. (IST)
ii.	Place of sale of Proposal Documents	Address
iii.	Cost of Proposal Document	FREE OF COST
iv.	Issue of RFP to Prospective Bidders	
v.	Pre Bid Conference Date and Time	Date , Hrs. (IST)
vi.	Pre Bid Conference Meeting venue	Same as mentioned in
vii.	Closing Date and Time for receipt of Bids	Date Hrs. (IST)
viii.	Time and Date of opening of Technical Bid	Date Hrs. (IST)
viii.	Venue of opening of Technical Bid	Same as mentioned in

SECTION-II
DISCLAIMER

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

Whilst the information in this RFP has been prepared in good faith and contains general information in respect of the Proposed Project, the RFP is not and does not purport to contain all the information which the Bidder may require. Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This RFP document is not an agreement and is not an offer or invitation by the Government of (insert: Name of State) (hereinafter referred to as “Authority”) or its representatives to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal.

The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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 for participation in this Bidding process.

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

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

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

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

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

For and on behalf of

Department of Health and Family
Welfare, Government of (Insert: Name of State)

Address:

SECTION-III
GENERAL INSTRUCTIONS TO BIDDERS

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3.A PREAMBLE

3.1 Definitions and abbreviations

The following definitions and abbreviations, which have been used in this RFP shall have the meanings as indicated below:

3.1.1 Definitions:

- i. "Request for Proposal" means a solicitation made through a bidding process by the contracting Authority (Usually a government body/agency) for procurement of a service.
- ii. "Proposal/Bid" means Quotation/Tender received from a Sole Bidder/Consortium.
- iii. "Bidder" means the Sole (Company/Society/ Trust) or Consortium (a group of 2) submitting Bids/Quotation/Tender.
- iv. "Supplier" means the sole individual/consortium supplying the services as incorporated in the RFP.
- v. "Services" means services allied and incidental to the supply of goods and services, such as transportation, installation, commissioning, provision of technical assistance, training, maintenance service and other such obligations of the supplier covered under the RFP.
- vi. "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- vii. "Day" means Calendar Day.
- viii. Associate means, in relation to the applicant/ bidder / consortium member, a person who controls, is controlled by, or is under the common control with such applicant/bidder/ consortium member (the "Associate").
- ix. "Control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- x. "Authority" means state government, or any agency authorized by state government.

3.1.2 Abbreviations:

- i. "RFP" means Request for Proposal
- ii. "MoU" means Memorandum of Understanding
- iii. "PHC" means Primary Health Centre
- iv. "CCC" means Centralized Call Centre
- v. "CHC" means Community Health Centre
- vi. "LOI" means Letter of Intent

3.2 Language of Tender

3.2.1 The text of the bid document should be self-contained and comprehensive without any ambiguity. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language.

3.3 Background Information

3.3.1 Department of Health, Government of (insert: name of state), (the “Authority”) seeks to engage supplier of services for maintenance of biomedical equipment in (insert: name of districts of name of state).

3.3.2 This Request for Proposal (RFP) is for “Medical Equipment Maintenance Services” (hereinafter referred to as “Project”) for a period of 5 years.

3.3.3 This RFP consists of two Parts as listed below and would include any Addenda issued in accordance with Clause 3.15 of this RFP:

- i. Instruction to Bidders.
- ii. Draft Agreement along with its schedule.

3.3.4 Interested parties may obtain the RFP from State Health Society Website (insert: name of website) or from the e-Tender portal, free of cost as per Rule 161 (IV) of GFR-2017 or as per Para 3.5.1 (II)(b) of Procurement manual for work-2022.

3.3.5 The purchaser of the RFP document must be the Bidder itself or a member of the consortium submitting the Proposal, authorized by the consortium.

3.3.1.6 The Authority will enter into an Agreement with the by the selected Bidder.

3.4 Instructions to Bidders

3.4.1 All the Bidders are required to submit their Proposal in accordance with the terms set forth in this RFP.

3.4.2 The Authority reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.

3.4.3 The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in the Proposal.

3.4.4 The Bidder in case of representing through his/her firm associate should submit a Power of Attorney as per the format mentioned in Appendix II, authorizing the signatory of the Proposal to commit the Bidder. In the case of a consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per the format given in Appendix III.

3.4.5 An individual Bidder cannot at the same time be member of a Consortium submitting a bid for the Project. Further, a member of a particular Bidder consortium cannot be a member of any other Bidder consortium submitting a bid.

3.4.6 Members of the Consortium shall enter into a binding Memorandum of Understanding, in the form specified at Appendix VII (the “MoU”), for the purpose of submitting a bid.

3.4.7 Any entity which has been barred/ blacklisted by the Government of (insert: state), any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the concerned entity would not be eligible to submit the

Proposal, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect as per **Annexure IV**, as part of the Qualification Proposal.

3.4.8 The Bidders are encouraged to submit their respective bids only after visiting the State health facilities (insert name of state) for ascertaining the condition of the existing equipment at his own cost after obtaining permission from the State authority.

3.4.9 While bid is open to bidders from any other country, the bidder shall work through a subsidiary or a registered company based in India.

3.B RFP Document

3.5. Scope of Work

3.5.1 Government of (insert: name of state) seeks to engage Service Provider for Maintenance of Biomedical Equipment with an aim:

(i) To maintain Biomedical Equipment in all public healthcare facilities at all DHs, CHCs and PHCs supported by 24 X 7 Call Centre.

(ii) To map all biomedical equipment and to tag the equipment using barcode conforming to GS1 standards with equipment details and history. All equipment in the inventory list of the facility including equipment under warranty/AMC/CAMC will be tagged with Bar-codes/QR codes.

(iii) To provide 24 x 7, 365 days' uptime (functional equipment) of 95% for all medical equipment in District Hospitals, 90% for CHCs and 80% for PHCs. Downtime (breakdown period) for critical and lifesaving equipment should **not exceed 72 hours** and that for all other equipment should not be more than 7 days from the date and time of registration of fault.

(iv) Medical Equipment that are already in AMC or CMC: The service provider shall administer the contract on behalf of state health department. For this purpose, the service provider shall take authorization from services providers for the respective equipment for which AMC/CMC may be in existence.

(v) Equipment under warranty/CMC will not be included in asset base for calculation of contract value during its validity period.

(vi) The service provider shall facilitate all maintenance activities through OEM representatives for all such existing contracts which are under warranty/CAMC/AMC with OEM.

(vii) The service provider will establish complaint management system using TOLL-FREE automated call logs. Facility for OTP based complaint registration by user and its resolution using QR code and SMS to CMHO or his nominee.

(viii) The service provider shall maintain critical care and life saving equipment uptime above 95% and attend breakdown calls within 72 hours.

(ix) The service provider will establish onsite repair facility using his own resources and trained biomedical engineers.

(x) The asset base valuation will be fixed every year on a quarterly basis for having a dynamic asset valuation system. Equipment out of warranty/CAMC during the quarter are included in the next quarter and equipment sentenced beyond economic repair (BER) are excluded from the asset base in the current quarter. However, the bidder shall continue to provide service to the equipment as per the terms of the contract from the date of expiry of CAMC / Warranty.

(xi) The critical and lifesaving equipment viz., Ventilator, CT Scan, MRI, ECG machine, Defibrillator, Infusion Pump, C-PAP/Bi-PAP Machine, Baby Incubator (Phototherapy), Oxygen Concentrator, Suction Apparatus, ABG Analyser, Haemodialysis machine, Auto Haemato-analyser, Auto bio-chemistry analyser, Dental Chair (PCB), Multi para monitor, Emergency Resuscitation Kit, Anaesthesia machine, Anaesthesia workstation, Ultrasound machine, Mammography unit, X-Ray machine, Radiant warmer, ELISA Reader and Laser Therapy unit need daily monitoring by the Biomedical engineer. Breakdown of any of the above equipment should be resolved urgently within 72 hours, failing which shall attract penalty.

(xii) The service provider shall provide minimum one Biomedical engineer at every DH and two technicians to support and attend equipment breakdown calls. Additional one technician will be positioned at all CHCs to cater for equipment breakdown in the area of responsibility (Up to PHC-HWC level).

(xiii) The service provider shall provide real time dashboard with integrated data analytics highlighting fault/breakdown analysis, preventive maintenance schedule, calibration, and status of critical and lifesaving equipment.

(xiv) The service provider will categorise the equipment asset base while undertaking initial mapping and tagging, in the following categories:

- a) Critical and Life-saving equipment with Asset value
- b) Other remaining equipment with Asset value
- c) List of equipment under CAMC/Warranties with OEM
- d) List of equipment proposed for BER/Condemnation

3.5.2 Technical & Administrative Human Resource

(i) The bidder shall recruit trained Engineering and administrative human resources for maintaining and managing the project.

(ii) The qualification of the technician shall be minimum ITI or equivalent, supervisors shall be minimum diploma or equivalent and Engineers shall be minimum B. Tech /B. E or equivalent with minimum 2 years' experience in the field of maintaining biomedical equipment.

(iii) The manpower recruited shall have adequate composition of technical and professional skills. The bidder shall provide adequate training to the manpower recruited in all relevant categories. The bidder should also have specialist equipment specific Engineers in the team for timely repair of sophisticated medical equipment.

(iv) The bidder shall specify color codes and uniform for all its employees visiting the sites for maintenance. Here, the word uniform includes identification badge, clothing, protection gear, boots, cap and any other item required for safe delivery of the devices/services.

(v) The bidder should provide the details of staff deployed with location to the Tender Inviting Authority/ NHM. The details of employees leaving the project and joining during the contract period shall be informed promptly. A single point of contact for every district with mobile number and one single point of contact in the state level shall be provided to the Tender Inviting Authority / NHM.

(vi) The minimum no of Engineers and Technicians to be deployed by the bidder should be minimum **one** Biomedical Engineer (B.Tech/BE or M.Tech) and **two** Technicians (Diploma in biomedical Engineering) per district. However, the agency has to increase the manpower to meet the deliverables of the contract if required and as per State requirement.

3.5.3 IT Dashboard & Software Application

(i) The software should provide Equipment Management Information System including analytics and equipment tracking with different category of equipment, namely Critical and lifesaving, and other remaining equipment. Further, States should also ensure that the admin control of the IT dashboard and safe custody of the server holding BMMP data is secured with the State Health Department.

(ii) It shall be of web enabled software application for the equipment maintenance programme with complete inventory and equipment details. A dashboard shall be provided in the website of Tender Inviting Authority/ NHM / DHS authorities. The dashboard shall be customized to display the details of the institutions coming under that institution alone.

(iii) The Service provider shall provide online access with all privileges to the Tender Inviting Authority/ NHM authorities. The application shall be able to calculate the penalty, minimum time taken for attending each call, time taken to complete each complaint, uptime maintained for each category of institutions & equipment, history of maintenance of an equipment, service undertaken during each call, PM done & due date, calibration done & due date and to generate reports as required by NHM / Tender Inviting authority.

(iv) The maintenance activities, corrective action taken for each equipment shall be recorded using digital register consisting of digital logs and action taken. The history of any equipment shall be available at any point of time which shall be retrievable through this unique equipment barcode in conformity with GS1 standards.

(v) The contract status of the equipment shall be shown against the asset. The assets shall not be marked as Beyond Economic Repair or any other category without obtaining the prior approval of the Tender Inviting Authority.

(vi) The Service provider dashboard shall capture the following KPIS on dashboard:

- a. Profile of existing equipment and new additions in future as Asset register/Inventory
- b. Identification of Critical and Non-Critical Equipment
- c. Total No. of equipment in Critical and Non-Critical Equipment category
- d. Warranty status of equipment
- e. AMC/CMC status, if any, with other agency and details
- f. Calibration history, due dates and adherence with schedule
- g. Preventive maintenance history, schedule and compliance
- h. Functional status of equipment
- i. Uptime and downtime of equipment
- j. Repair requisition raised, resolved, pending, duration of breakdown calls – resolved and pending.
- k. Details about repairs including labour time/ and spares
- l. Authorised person of facility/district/state and Service Provider engaged in repair

requisition ticket till resolution of the ticket

m. Generate various types of reports related to equipment management at different level

with track ability till facility and specific equipment.

n. Auto generation of flags on due date of calibration, warranty, existing AMC/CMC, preventive maintenance

o. Training to bio-medical engineers of Service Provider and health facility staff

p. Percentage of asset value under CAMC/AMC.

q. Percentage of uptime of equipment as defined in BMMP guidelines.

3.5.4 Barcoding

(i) The Service provider shall establish an equipment identification code system. This shall tag all equipment using GS-1 standard coding approved by Ministry of Commerce.

(ii) The barcode stickers shall be on vinyl laminated sheets and should not be faded over a period of time. The faded barcodes shall be replaced with fresh stickers without any delay.

(iii) The service provider shall provide QR codes for all equipment as a part of complaint management system with the facility of user reporting breakdown of the equipment scanning the QR code and gets confirmation of resolution through OTP/SMS.

3.5.5 Equipment Asset

(i) The assets of institutions under NHM/DHS/SHS have to be mapped and provided in the Dashboard. This mapping exercise shall capture institution wise details of all medical equipment with asset value, installation date, barcode etc.

(ii) The decision of Tender Inviting Authority is final in case of any dispute in the asset value or other related details.

(iii) The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining term/duration of the Agreement in the given quarter and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.

(iv) In case of addition of any new equipment after warranty/AMC/CAMC, the value of equipment will be taken from the invoice value (on the basic value of the equipment) less taxes, duties, packing, forwarding, loading, unloading, handling charges, etc.

(v) The new equipment shall be barcoded and added into the inventory in succeeding month. The list of equipment to be added into the inventory shall be given by the concerned institution /

Tender Inviting Authority. The bidder shall add the equipment into the inventory within 10 days of getting the intimation.

(vi) The CMC Service Provider shall always comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, all general public general and national laws and the requirements of competent and/or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.

3.5.6 Call Centre and Toll-free number

(i) The service provider shall establish and operate a well-equipped service network and adequately staffed 24x7 Centralized Call Centre (CCC) / IVRS based call centre that is accessible through "Centralized toll-free number" in English and local language as specified State to accept calls for fault registration. The call centre shall be established within the state, where the project has to be implemented.

(ii) For each health facility, there would be three nodal officer(s) to whom a confirmation e-mail and SMS shall be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via OTP through e-mail or SMS to nodal officer(s) identified on a case-to-case basis.

(iii) The call Centre should have automatic call logging capacity and the backup log shall be available for entire contract period at any given point of time. The old log details shall be archived by the bidder for future references and verification.

(iv) Each complaint registered should have a complaint ID and shall be closed after resolving the same. The call shall be closed by obtaining a service report signed by the nodal officers of each institution. These service reports shall be uploaded in the software and should be viewable at any point of time and should be under the safe custody of the bidder (in case of hard copy reports) and shall be produced for verification at any point of time during the contract period.

(v) The name, designation and contact number of the officer signing the report shall be captured in the call closing service reports for future verification. If case of dispute on the call closure date and if the relevant details are not available on the service report used for closing the call, then such reports will not be considered, and the closure of call also will not be considered.

(vi) Complaints calls should be closed only after completely rectifying the reported complaint of the machine and confirmation OTP sent to the user for call closure based on user feedback. Calls should not be closed by providing a partial solution. If calls are closed without actually resolving the complaint, penalty will be levied from the date of registering the first call till the actual date of closing the calls.

(vii) The bidder shall ensure that all the calls are attended by the Engineers only after registering through the toll-free number. The bidder shall promptly educate the users periodically to register the calls only through toll free number and should ensure strictly that calls are not reported to the contact numbers of the field Engineers directly. Tender Inviting Authority reserves right to levy penalty, if the calls are attended without registering through the **TOLL-FREE** number.

3.5.7 User Training

(i) A trained representative of the maintenance Service Provider shall be available during installation, commissioning and associated trainings provided by the suppliers of new equipment during all new installations and commissioning.

(ii) The service provider shall arrange for periodic user trainings of all equipment not less than twice a year per institution irrespective of the equipment being within/outside the warranty period.

3.5.8 Preventive Maintenance and Calibration

(i) The Service provider should provide preventive and corrective maintenance for biomedical equipment in all public healthcare facilities up to the level of PHC.

(ii) The list will be further modified during the course of contract based on the requirement. Priority shall be given for hospitals and laboratories with national and state accreditation.

(iii) Preventive maintenance and calibration stickers shall be affixed on every machine with date of activity and next due date.

(iv) The bidder shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same. The suggestive PM and Calibration schedule for equipment is annexed as Appendix-

(v) A consolidated report for breakdown, preventive and calibration activities carried out including the uptime maintained for each equipment, total downtime days, time taken for rectifying each complaint shall be generated from the software and submitted / send email to the respective institution every month and the same shall be forwarded to the District NHM authorities / Tender Inviting Authority after approval. The format of the report shall be provided by the Tender Inviting Authority.

3.5.9 Spares and Accessories

(i) The bidder shall provide genuine spares (OEM approved where applicable) and accessories of any equipment required for resolving the complaint or for the satisfactory functioning of the equipment during the contract period. The spares and accessories shall include X ray tubes, mono-block, image intensifier, HT Cables, Helium for MRI, all kinds of Probes, all types of sensors and transducers, all kinds of electrodes, all kinds of cables, Detectors, battery, battery for UPS, other pneumatic parts, flow sensors, Oxygen cells, probe for pulse oximeter, ECG cables, cassettes, image plates, tubing, bulbs / lamps, filing solutions of electrodes, RO filters and other all kinds of filters and cartridges used in water treatment system used in labs, and any other spares / accessories which are not specifically mentioned here but required for the satisfactory functioning of the equipment as on case may be and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, Computer, Compressor, Monitor and any accessory which are not mentioned which forms part of the equipment system, without which it cannot work satisfactorily.

(ii) All ancillary equipment (Like RO-plants, UPS, PC etc) provided along with main equipment forms part of the contract, including the software, UPS, calibration tools, measuring and instrumentation equipment.

(iii) The air-conditioners of all capital equipment shall be done as part of turnkey shall be part of the contract.

(iv) Any consumable item or disposable item which is meant for single use shall be the responsibility of the respective hospitals. Reagents and chemicals shall also be in the responsibility of the respective hospitals.

(v) It is the responsibility of the bidder to execute necessary agreements / arrangements with OEMs, direct importers of the equipment for the required spare and service support.

3.5.10. Beyond Economic Repair and Condemnation

(i) The terms & condition for declaring any medical equipment as BER & its disposal will be as per BMMP Guidelines, 2015 and 2019.

(ii) In case of equipment declared as end of support by manufacturer and manufacturer not existing, etc the bidder can highlight the same and these issues will be taken as exceptional case and the decision of Tender Inviting Authority will be final in such cases.

(iii) The report will be verified in the state level and forwarded to the concerned institution for initiating the condemnation procedure. If the recommendation of beyond economic repair by the bidder is found to be false and not meeting the criteria, then applicable penalty will be levied.

(iv) The condemnation committee shall include a representative of the service provider & District Biomedical Engineer as special invitee as per the committee.

(v) A report of BER medical equipment with details and justification for making an item BER should be submitted by the service provider to tender inviting authority every year and the BER equipment will be deleted from the contracted list of equipment immediately on agreement by the Tender inviting authority. The same should reflect in the service provider dashboard for re-assessment of asset value.

(vi) The maintenance Service Provider should not under any circumstances cannibalise or use spare parts or component of any BER/ Sentenced equipment.

(vii) For condemnation of Radiological devices, approval from appropriate authority (BARC) should be taken prior condemnation. Disposal of any radioactive source/item shall be done strictly as per existing AERB guidelines.

(viii) List of equipment recommended for condemnation shall be provided to user health facility and Tender Inviting Authority during the contract period.

3.C Eligibility Criteria:

(i) The Bidder shall be a sole Bidder (Company/Society/Trust) or a group of companies' subject to maximum of two coming together as Consortium to implement the Project.

(ii) The Bidder cannot be an individual or group of individuals. The Bidder should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. The bidder may also be a government enterprise which provides engineering and / or health services.

(iii) The bidder should have at least two (2) years of experience (till the date of bidding) in maintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Programme in at least one state of India through a centralized call centre and by deploying Engineers and technicians **Or** the bidder should have at least two (2) years of experience of (till the date of bidding) in maintaining Biomedical Equipment in hospitals (Govt/private) with 100 beds and above across India.

(iv) The Bidder should be able to give evidence of existence of a centralized call centre of capacity adequate to meet the complaints from the number of facilities as expressed in the earlier contract agreement or IVRS based call Centre.

(v) The Bidder should have adequate skilled Biomedical/ Clinical engineering human resource to meet the workload. This may be expressed as minimum number of engineers per facility/zone/ district/state. An undertaking to this effect shall be furnished in the technical bid.

(vi) The Bidder must upload the consent letters from the trained Biomedical Engineers/Technicians along with the list of their qualification and experience during the Technical Bid.

(vii) The bidder should have an average annual turnover of Rs. 10 Crores Or 50% of the contract value for the last three completed financial years limited to maximum 10 Crore. The bidder shall submit proof of the same (notary attested audited copy of audited accounts, balance sheet, annual report etc.)

(viii) In case of consortium seeking to be a provider of maintenance services, the lead member shall have minimum 51% & above ownership of the financial capital for the entire duration of the contract, and he would be responsible for providing uninterrupted services.

(ix) The consortium agreement should be in place before the date of tender submission. The roles and responsibilities of each consortium members should be clearly defined.

(x) Bidders including the consortium members who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting.

(xi) The bidder whose maintenance contract terminated due to unsatisfactory performance or due to breach of agreed terms or blacklisted should not participate in the tender either as sole bidder or as part of the consortium.

(xii) The service provider shall produce performance rating by State Health Society on the Quality of services rendered by them during the past years in all government health facilities (random sample) will be taken by the State Health Society to ensure quality.

(xiii) The list of trained manpower (Biomedical Engineers & Technicians) with the details of their qualification and experience shall be provided in the technical bid

(xiii) The bidder shall fulfil all conditions laid down in the bid document and annexures I to XII.

3.6 Preparation of Bids:

3.6.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and <name of the Tender Inviting Authority>, hereinafter referred to as “Tender Inviting Authority”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.6.2 In the event of documentary proof as required being not enclosed, the Tender shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.

3.6.3 Language of Bid: - The text of the bid document should be self-contained and comprehensive without any ambiguity. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language. The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

3.6.4 The documentary evidence (other than those regarding supply and past performance) submitted along with the Tender shall be produced duly attested by the bidder on every page. Any interlineations, erasures or over writing shall be valid only if they are initialled by the person (s) signing the offer.

3.6.5 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

3.6.6. The bids submitted by Bidders shall be downloaded free of cost from the e-Tender portal as per Rule 161 (IV) of GFR-2017 or as per Para 3.5.1 (II)(b) of Procurement manual for work-2022.

3.6.7 Tendering System:

3.6.7.1 The tenders / bids are to be submitted on-line in two covers in the e-tender portal.

3.6.7.2 **PART-I** entitled as TECHNICAL BID. The technical bid shall be submitted in the e-tender portal. The technical bid shall contain the complete technical specification, details on competency and financial stability of the bidder, delivery and after sales conditions.

3.6.7.3 **PART II** titled as PRICE BID (BOQ) has to be submitted online only. The BOQ (excel sheet available in e-tender portal) is specific to a tender and is not interchangeable. The BOQ file shall be downloaded from the e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

3.6.7.4 Bidders who wish to participate in the e-tendering will have to procure valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. consultancy services. Details can be obtained from the e-tender portal itself.

3.6.7.5 The bidder shall enrol and register in the e-tender portal. The bidder shall issue DSC to only the responsible person who is authorized to submit online bids.

3.6.7.6 The bidders who do not submit the technical bid (part B) which reaches beyond the stipulated date and time will be treated non-responsive.

3.6.7.7 The bids should be in conformity with the general guidelines for E-Procurement under Central Public Procurement portal (www.eprocure.gov.in).

3.7 Documents Comprising Preparation and Submission of Bids

3.7.1 Tender Document cost

3.7.2 Detailed proposal describing the mode of implementation of the project, category and number of manpower to be deployed in each district, state level. Equipment and facilities to be installed in the call centre, details of the web enabled software application, etc.

3.7.3 Covering letter as per Annexure I.

3.7.4 Power of Attorney for signing the proposal as per Annexure II.

3.7.5 Power of Attorney for signing for lead member of consortium as per Annexure III. (Only in case of consortium).

3.7.6 Affidavit as per Annexure IV.

3.7.7 Anti-collusion certificate as per Annexure V.

3.7.8 Project Undertaking as per Annexure VI.

3.7.9 Memorandum of Understanding as per Annexure VII. (Only in case of consortium).

3.7.10 Board resolution for Bidding entities as per Annexure VIII (Only in case of consortium)

3.7.11 Undertaking for individual members as per Annexure IX. (Only in case of consortium).

- 3.7.12 Information regarding bidder as per Annexure X.
- 3.7.13 Details of eligible experience as per Annexure XI.
- 3.7.14 Details of trained manpower (Biomedical Engineers & Technicians) with their qualification and experience as per Annexure XII.
- 3.7.15 Brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to financial and technical obligations.
- 3.7.16 Annual turnover statement for last three years certified by the auditor.
- 3.7.17 The documents such as work orders, performance reports, agreement from the user institutions proving that the bidder should have experienced as per eligibility criteria requirement.
- 3.7.18 Undertaking to equip its trained Biomedical/Clinical engineering human resource with required vehicles to reach out to sites as well as vehicles to carry tools and equipment to and from the site. The bidder must also undertake that no equipment is transferred across health facilities to meet requirements at random as this could disturb patient care and planning at a given facility.
- 3.7.19 Notary attested documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.
- 3.7.20 Notarized audited copies of the P& L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors.
- 3.7.21 Notary attested copy of IT returns filed for the last three completed years.
- 3.7.22 List of hospitals / other institutes / states where Bio-medical equipment maintenance is done / doing by the bidder with year and period of contract, name/designation of the contact person, phone number/fax/email.
- 3.7.23 Copy of amendments if any duly signed in all pages by the bidder or the authorized signatory.
- 3.7.24 Price Bid (BOQ) as per the format available in e tender portal

3.8 Special Conditions

- (i) The Bidders are encouraged to submit their respective bids after visiting the state of Health Facilities and ascertaining for themselves of the health profile, health facilities in the State, the road conditions, traffic, conditions affecting transportation, access, applicable laws and regulations, and any other matter considered relevant by them. For ascertaining the condition of the existing equipment, the Authority may permit/facilitate the Bidder to inspect the position of the said equipment. The list of institutions shall be provided in due course.
- (ii) The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the proposal to comply with the requirements of Request for Proposal (RFP) will be at the Bidders' own risk and make the bid non-responsive.
- (iii) Any non-cooperation / inconvenience from the part of the user institution for the execution of the contract shall be reported to the Tender Inviting Authority / NHM/ DHS.

3.9 Bid Security

Bidders have to submit "Bid Security Declaration Form" (as per Annexure – XVI) to the effect that if they withdraw or modify their bids during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be suspended for a period of two years from being eligible to submit bids/proposals for contract with the Tender

Inviting Authority (TIA).

3.10 Timelines

(i) The prototype of the software as mentioned in scope of work shall be demonstrated by the service provider within 15 days of awarding the contract (receipt of order) and get it approved by Tender Inviting Authority / NHM.

(ii) Agreement as per format shall be executed within 10 days from the date of issuance of the award of contract. A service level agreement along shall be executed after finalization of asset for the first year.

(iii) The inventory of equipment in the institutions under NHM shall be mapped and verified and reported to Tender Inviting Authority within 60 days of awarding the contract.

(iv) The contract shall be started within 60 days from the date of issuance of the award of contract. The bidder shall complete the setting up of call centre within this period. Any earlier date is acceptable for the commencement of the contract, fulfilling the above requirements.

3.11 Penalty for non-performance:

Penalty will be levied on Equipment breakdown under the following conditions:

(a) Critical and lifesaving equipment non-functional more than 72 hours

(b) all other equipment non-functional more than 7 days

(Illustration for penalty as per the above said provision is highlighted below in the table for ease of understanding)

Asset Category	Performance Parameter	Penalty rate	Remarks	Penalty Financial Implication
Critical and Lifesaving equipment	As per maintenance contract value	2%	Applicable beyond 72 hours and thereafter on per day basis	Critical Lifesaving Equipment-Ventilator The unit cost of ventilator is estimated at 10 Lakhs. The prevailing maintenance contract (L1) rates quoted by Service provider is taken as approx. 5% of asset base. So the annual cost of maintenance for ventilator to Service provider for one year will be as below (5%*10,00,000= 50,000) The penalty for downtime beyond 72 hours will be as below: (2%*50,000= INR 1000 per day)

All other equipment	As per maintenance contract value	2%	Applicable beyond 7 days and thereafter on daily basis	<p>Other Equipment- Oxygen Concentrator (OC)</p> <p>The unit cost of OC is estimated at 50,000</p> <p>The prevailing maintenance contract (L1) rates quoted by Service provider is taken as approx. 5% of asset base</p> <p>The annual cost of maintenance for OC to Service provider for one year will be as below (5%*50,000= 2500)</p> <p>The penalty for downtime beyond 7 days will be as below: (2%*2500= INR 50 per day)</p>
Preventive Maintenance & Calibration	Preventive Maintenance and calibration visit per year (App XIV)	Rs 500 per Equipment per visit	Non-performance of PMS and Calibration	<p>For example, the Preventive Maintenance and Calibration schedule for Defibrillator is twice in year.</p> <p>The penalty for not conducting the PMS and calibration would attract penalty of INR1,000 per year.</p>

3.12 Proposal Due Date and Time

- (i) Proposal should be submitted positively by (Insert Date), (the "Proposal Due Date") as mentioned on e-tender platform of Tender Inviting Authority.
- (ii) The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

3.13 Late Proposal

The bidders shall upload all the necessary documents in the e tender portal before the last date & time for online submission and The Tender Inviting Authority shall not be held liable for the delay.

3.14 Modifications/Substitution/Withdrawal of Proposals

The bidder can modify or withdraw bids submitted online before the last date & time for online submission.

3.15 Clarifications and Pre-Bid Conference

- (i) A pre-bid meeting will be convened to clarify the doubts of the prospective bidders. The corporation may or may not amend the terms and conditions as well as scope of services of the

tender document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.

(ii) Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective bidders, as part of ensuing transparency in the tender process.

(iii) It is an opportunity for the prospective bidder to obtain all the details about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.

(iv) It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the scope / conditions etc. requested by the User Institution/funding agency, so as to make amendments in the tender document on the basis of expert advice.

(v) Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items tendered and the tender conditions.

(vi) Filled up on-line tenders will be accepted only after the date of pre-bid meeting.

3.16 Amendment of Request for Proposal

(i) At any time prior to the deadline for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

(ii) The amendments shall be published in e-tender portal, and the tender shall submit copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

(iii) The Tender Inviting Authority shall not be responsible for failure to inform the prospective bidders for any notices published related to each tender. Bidders are requested to browse e-tender portal or website of the Tender Inviting Authority for information/general notices/amendments to tender document etc. on a day-to-day basis till the tender is concluded.

3.17 Tender Validity Period

(i) The tender must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

(ii) Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of work Order will lead to invoking of penal provisions and may also lead to blacklisting/debarring of the successful bidder.

3.18 Extension of Tender Validity

(i) Bidders shall upload all the necessary documents in the e-tender portal before the last date & time for online submission and The Tender Inviting Authority shall not be held liable for the delay.

(ii) The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

3.19 Confidentiality

The service provider shall maintain the confidentiality of medical equipment database and shall make adequate arrangement for cyber security. The existing guidelines on cyber security & data as per National Cyber Security policy 2013 shall be applicable.

SECTION-IV

EVALUATION OF BID PROPOSALS & AWARD OF CONTRACT

4. (i) Bidders failing to meet pre-qualification criteria or not submitting requisite supporting documents / documentary evidence for supporting prequalification criteria are liable to be rejected summarily.

(ii) The technical bid opening is online. The date of technical bid opening is only published in advance. The date of opening of price bid will be decided after evaluation / obtaining clarification(s) from those who qualify in the technical bid and shall be informed to the qualified bidders from time to time.

(iii) The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective bidders or his/her representative who choose to attend the on-line bid opening can be a part by logging in to the e-tender portal with the registered digital signature. Bidders or his/her representative shall not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.

(iv) In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened on-line on the next working day.

(vi) In the event of the tender and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.

(vii) The bidder shall be responsible for properly uploading the relevant documents in the format specified in the e-tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the on-line bid.

(viii) The date and time of Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation etc. of the equipment maintenance by the bidders.

4.1 Technical Bid (Essential criteria)

- a) Availability of trained manpower (Biomedical engineers and technicians with details as per Appendix XII)
- b) Average Annual turnover audited document for past three financial years
- c) Registration certificate for valid GST registration
- d) Valid ESI and EPF registration certificate
- e) Valid registration with labour commissioner
- f) User satisfactory certificate
- g) Past experience details in managing Biomedical equipment in hospitals (Appendix - XI)
- h) Documents as per Appendix I-XII

4.2 Price Bid

(i) The Price bids (BOQ) of the short-listed technically qualified bidder(s) will be opened only after evaluation of Technical Bids.

- (ii) The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the technical bid conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.
- (iii) Bidder shall download the available price bid format in e-tender portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The price bids which are blank shall not be considered and treated as not responsive.
- (iv) Price Offered shall be all inclusive and in percentage and after deducting the scrap value of old unserviceable parts / components replaced for repairs. The bidder shall quote the rates as percentage of the equipment inventory for undertaking the biomedical equipment maintenance project across the state in accordance with the tender conditions for a year. The GST will be paid as applicable. The percentage quoted is fixed for the entire period of contract.
- (v) In the event that two or more bidders quote the same bid amount (%age) leading to a tie between such bidders (Tie bidders), the authority shall identify the selected bidder by draw of lots, which shall be conducted by giving prior notice, in the presence of tie-bidders who may choose to attend.
- (vi) Fixed rate: The percentage quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- (vii) Price variation due to statutory changes including service charges will be reimbursed during the contract.
- (viii) There shall also be no hidden costs.
- (ix) Bidder shall quote prices in all necessary fields in the available format.
- (x) Sample price bid evaluation is given in Appendix XIII.

4.3 Acceptance of LOI and Execution of Agreement

4.3.1 Criteria: - The criteria for evaluation shall be the percentage offered. The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and price bids.

(ii) Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for Biomedical equipment maintenance, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating therein the essential details like scope of work, terms & conditions and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

(iii) The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within 10 days, failing which the EMD will be forfeited and the award will be cancelled.

(iv) The Notification of Award shall constitute the conclusion of the Contract.

4.3.2 Signing of Contract

(i) The successful tender shall execute an agreement in the format as given under Annexure XIV for providing the service during the contract period.

(ii) The successful bidder shall submit performance bank guarantee (3% of Contract value or as decided by the State Government as per GFR-2017).

(iii) Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall submit two copies of the contract (as per agreement Annexure II)

(iii) The Successful bidder shall not sub-contract the entire project. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

(iv) Modification of contract: - If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following: **Adding new scope of services, Quality of service delivery, No of staff deployed, Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.**

(v) If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority/User Institutions, the successful bidder shall convey its views to the Tender Inviting Authority/user institutions within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority's/User Institution's amendment / modification of terms of the contract.

4.3.3 Performance Security

(i) Performance Security should be for an amount of 3% (**three per cent**) or as decided by the State Government as per GFR-2017 of the value of the contract as specified in the bid documents. Performance Security will be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects. Performance Security should remain valid for a period of **180 days beyond the date of completion** of all contractual obligations of the supplier including warranty obligations. Bid security should be refunded to the successful bidder on receipt of Performance Security.

(ii) The performance security deposit will be submitted by the successful bidder to the Tender Inviting Authority **within 10 days** from the date of issuance of 'Letter of Intent'. Bank guarantee should be in the prescribed format (**Annexure- XVII**) with the issuing bank seal and date. Bank guarantees or performance security deposit will be verified for its genuineness following prescribed method for the same before acceptance of the same.

(iii) The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format. Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Work Orders containing the terms and conditions for the execution of the order.

(iv) The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

(a) It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution.

(b) In the event of any failure /default of the successful bidder with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited.

(c) In the event of any amendment issued to the contract, the successful bidder shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

(d) Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

(e) The Bank Guarantee submitted in place of Security deposit shall be in the prescribed format; Bank Guarantee in no other form will be accepted and will lead to rejection of tenders.

SECTION-V

OTHER TERMS AND CONDITIONS

5.1 Payment

5.1.1 The bidder shall raise quarterly invoices in the name of the Tender Inviting Authority along with consolidated reports from all hospitals duly signed and sealed by the head of the institution or an officer / Biomedical Engineer authorised by the head of the institution, and it shall be submitted to the head office of Tender Inviting Authority for payment.

5.1.2 50% of the invoice value shall be paid within 15 days and the balance 50% will be paid after verification and deduction of penalty within 45 days of submission of all proper documents.

5.1.3 The successful bidder shall not claim any interest on payments under the contract.

5.1.4 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes / charges as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

5.2 Termination of Contract

5.2.1 If the supplier becomes **bankrupt or becomes otherwise insolvent** or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the supplier, without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

5.2.2 After placement of the contract, there may be an **unforeseen situation** compelling Procuring Entity to cancel the contract. In such a case, a suitable notice has to be sent to the supplier for cancellation of the contract, in whole or in part, for its (Procuring Entity's) convenience, inter alia, indicating the date with effect from which the termination will become effective.

5.2.3 The Tender Inviting Authority after giving **30 days** clear notice in writing expressing the intension of termination by stating the ground, may terminate the agreement after giving reasonable opportunity of being heard if so desired by the successful bidder.

5.2.4 If, in the judgment of the Tender Inviting Authority, the successful bidder is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

5.2.5 If, the bidder fails to comply with any final decision reached as a result of arbitration proceedings.

5.2.6 In the event of premature termination of the contract by the Tender Inviting Authority on the instances other than non-fulfilment/ non-performance of the contractual obligation by the successful bidder, the balance remaining un-paid amount on account of services already rendered as on the day of termination shall be released within six months from the date of such termination after necessary deductions and adjusting dues, if any, as per the terms of the contract.

5.2.7 In the event of premature termination of the contract by the Tender Inviting Authority the equipment which are non-functional and covered under the contract will be rectified at the risk and cost of successful tenderer.

5.3 Exit Clause

5.3.1 At any point of time during the currency of contract the Tender Inviting Authority can withdraw by giving a notice for a period of 90 days with valid reasons. Similarly, the bidder can withdraw by giving a notice for a period of 90 days (time to appoint another agency through tender process) with valid reasons and shall lead to forfeiting of performance security.

5.4 Modification

5.4.1 Modifications in terms of reference including scope of the services can only be made by written consent of both parties. However, basic conditions of the contract/ agreement shall not be modified.

5.4.2 In the absence of any specific provision in the agreement/ contract on any issue, the decision of the Tender Inviting Authority is final.

5.5 Indemnification

5.5.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / end user, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

5.5.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

5.5.3 The Successful bidder/its employee/service provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of <State> against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services.

5.6 Corrupt and Fraudulent Practices

5.6.1 It is required by all concerned namely the User Institution/ Bidders/ Successful bidders etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

5.6.1.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

5.6.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition.

5.6.2 Government/ Tender Inviting Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

5.6.3 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bidders bid.

5.7 Force Majeure

5.7.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event

and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

5.7.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.7.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

5.7.4 In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfil its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

5.8 Resolution of disputes

5.8.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

5.8.2 In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of State Health Department Authority, Govt. of <...Name of State...> whose decision shall be final.

5.8.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., <...Name of the Place...>, India.

5.8.4 The provisions for arbitration, imposition of penalties, levy of damages and other claims of Tender Inviting Authority under the contract shall subsist and be enforceable even after termination of this contract.

5.9 Applicable law and Jurisdiction of Court

5.9.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. All disputes arising out of this tender will be subject to the jurisdiction of courts of law in <..... Name of the Place & State.....>.

5.10 Miscellaneous Clauses

5.10.1 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

5.10.2 Each member/constituent of the Successful bidder shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/User Institution / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

5.10.3 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/User Institution/Government of <State> against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its

employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.

5.11. Penalties for Non-performance (In addition to the penalty provisions mentioned in Para 3.11)

5.11.1 The penalties to be imposed, at any stage, under this tender are;

5.11.1.1 forfeiture of performance security

5.11.1.2 termination of the contract

5.11.1.3 blacklisting/debarring

5.11.1.4 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of tenders in the first round itself and/or may lead to forfeiture of performance security as well as result in blacklisting/debarring of the bidder.

5.11.1.5 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of tender conditions specifically mentioned in the tender document as that leading to forfeiture Performance Security or leading to black-listing/ debarring.

5.12 Compliance of Minimum Wages Act and other statutory requirements:

The service Provider shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The Service provider shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the Service provider for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

SECTION-VI
APPENDICES

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APPENDIX-I

**FORMATS FOR PROPOSAL SUBMISSION
COVERING LETTER FOR PROPOSAL SUBMISSION**

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

Mr./Ms. _____

Phone: Fax: _____

Email: _____

Date: _____

Subject: Proposal to provide 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in the state of <.....>that would be accessible through a 24-hour toll free number (Centralized Call Center).

Dear Sir/Madam,

With reference to your RFP document no. _____ dated _____ I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

This statement is made for the express purpose of our selection as Bidder for the operation of the aforesaid Project.

I/ We shall make available to the Authority any additional information which may found to be necessary or required to supplement or authenticate the Proposal.

I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we/ any of the Consortium Members or our/their associates have not been barred by the Government of <....>, any other State Government or Government of India from participating in any project, and the bar does not subsist as on the Proposal Due Date,

I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the RFP document.

I/ We believe that we/ our consortium satisfies(s) the Financial criteria and meet(s) the requirements as specified in the RFP document.

I/ We declare that we/ any member of the consortium, or our/ its associates are not a member of any other consortium submitting a Proposal for the Project.

I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates have not been convicted by a Court of Law or indicted

or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

I/ We further certify that in regard to matters relating to security and integrity of the country, we/any member of consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

I/ We further certify that neither our company nor CEO or any of our Directors are not convicted by any regulatory authority / competent court.

I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

I/ We understand that the Selected Bidder shall incorporate a Company under the Companies Act, 1956 prior to execution of the Agreement.

I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

In the event of myself/ ourselves being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.

I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

I/We shall keep this offer valid for 180 (one hundred and eighty days) from the date of price bid opening as specified in the RFP. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Proposal Validity Date, on the request of the Authority.

I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or contract execution.

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

Date: (Signature of the Authorized signatory)

Place: Name & Seal of the Bidder/ Lead Member

If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.

APPENDIX-II

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

POWER OF ATTORNEY

Know all men by these present, we (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____

as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, ___ and _____ (please state the name and address of the members of the consortium) for “providing 24 x 7 Maintenance Services through Service Provider across all districts in <State Name> that would be accessible through a 24-hour toll free number.” (the “Project”), including signing and submission of all documents and providing information / responses to Department of Health & Family Welfare, Government of <...State.>, representing us in all matters in connection with our bid for the said Project.

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

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

(Name, Title and Address of
the authorized representative)
For (Signature)

Accept (Signature)

Notes:

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

APPENDIX III

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM POWER OF ATTORNEY

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

Whereas the Department of Health & Family Welfare, Government of <State> (the Authority) has invited bids from interested parties for “providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in <State> that would be accessible through a 24-hour toll free number” for a specified Agreement Period.

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

NOW THIS POWER OF ATTORNEY WITNESSET THAT:

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

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

Dated this _____ day of _____ 201____.

[Executant(s)] (To be executed by all the members in the Consortium)

- 1.
- 2.

NOTE

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

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

APPENDIX IV

AFFIDAVIT (NON-CONVICTION)

(To be furnished by the Bidder in case of consortium to be given separately by each member)
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that Company/Society/Trust M/s_____its directors/President/Chairperson/Trustee have **not abandoned** any work for the Government of <STATE> or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that Company/Society/Trust M/s_____its directors/ President/Chairperson/Trustee have **not been debarred/blacklisted** by Government of <STATE>, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a) Our Company/Society/Trust has not been punished for any offence and
 - b) The Director/President/Chairman/Trustee of our Company / Society/Trust.....have/has not been convicted of any offence by any Competent Court.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Health & Family Welfare, Government of <State>, to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned also certifies that our Company/Society/Trust has not been terminated from any maintenance contract due to unsatisfactory performance or due to breach of agreed terms as sole bidder or as part of the consortium
7. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Health & Family Welfare, Government of <State>,

Signed by an authorized
Officer of the Company/Society/Trust
Title of Officer
Name of Company/Society/Trust Date

APPENDIX V

ANTI-COLLUSION CERTIFICATE

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

1. I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.
2. I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of202_.

Name of the Bidder.

Signature of the Authorised Representative

Name of the Authorised Representative

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

APPENDIX VI

UNDERTAKING BY BIDDER FOR ACCEPTANCE OF PROJECT

(On the Letter head of the single entity/ Lead Member) PROJECT UNDERTAKING

Date

To,

Phone: _____

Fax: _____

Email: _____

Date: _____

Subject: Proposal providing 24 x 7 Maintenance Services through Service Provider across all districts in <State> that would be accessible through a 24-hour toll free number.

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by the Department of Health & Family Welfare, Government of <State>.

We hereby agree and undertake as under:

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

Dated this.....Day of202_.

Name of the Bidder^[1]_[SEP]

Signature of the Authorized Representative

Name of the Authorized Representative

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

APPENDIX VII

MEMORANDUM OF UNDERSTANDING (MoU)

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

This Memorandum of Understanding (MoU) entered into this day of 201_ at _____

Among _____(hereinafter referred as" _____") and having office at (**Insert : Address**) , India Party of the First Part

And

_____ (hereinafter referred as" _____") and having office at (**Insert : Address**), India Party of the Second Part

And

_____ (hereinafter referred as" _____") and having office at (**Insert : Address**), India Party of the Third Part

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

WHEREAS the Tender Inviting Authority under the Department of Health & Family Welfare, Government of <State>, has invited Qualification Proposal and Financial Proposal from entities interested in "Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in <...State...> that would be accessible through a 24-hour toll free number (Centralized Call Center) called the "Project" for a specified time period.

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

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

1. That the Parties shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a. Party of the First Part shall be the Lead member of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;
 - b. Party of the Second Part shall be the _____.
 - c. Party of the Third Part shall be the _____.
3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the

Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.

5. That this MoU shall be governed in accordance with the laws of India and courts in **(Insert Name of City)** shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

(Party of the first part)

(Signature) (Name)
(Designation) (Address)

Witness:

(Party of the second part)

(Party of the third part)

Note:

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

APPENDIX VIII

BOARD RESOLUTION FOR BIDDING ENTITIES IN CONSORTIUM

Format for Lead Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with ■■■■, ■■■■■■■■■■ and ■■■■ (name and address of the consortium members) for joint submission of bids to the Department of Health & Family Welfare, Government of <State> for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in <state> that would be accessible through a 24-hour toll free number (Centralized Call Center)” called the “Project”.

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

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

Format for Members

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium withand (name and address of the Consortium members) for ^[SEP]joint submission of bids to the Department of Health & Family Welfare, Government of <State> for the Project”.

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

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

APPENDIX IX

UNDERTAKING FOR INDIVIDUAL MEMBER IN CONSORTIUM

On the Letter head of the Legal Entity

Format for Lead Member

I/We hereby agree to join the consortium with, [REDACTED] and (name and address of the consortium members) for joint submission of bids to the Department of Health & Family Welfare, Government of <State> for "Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in <State> that would be accessible through a 24-hour toll free number (Centralized Call Center)" called the "Project".

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

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

Format for Members

I/We [REDACTED] hereby agree to join the consortium with [REDACTED], [REDACTED] and (name and address of the consortium members) for joint submission of bids to the Department of Health & Family Welfare, Government of <State> for "Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in <State> that would be accessible through a 24-hour toll free number (Centralized Call Center)", called the "Project".

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

I/We also authorize Mr. [REDACTED] (name), [REDACTED] (designation) to enter into an MoU with the consortium members and execute a Power of Attorney in favour of _____ to act as the Lead Member"

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

Annexure X
INFORMATION REGARDING BIDDER

Details of the Bidder.....

Note: Details to be provided for the Bidder / Lead Member / each member of consortium (in case of consortium)

Details of Organization	
Name of Organization	
Type Legal Entity	
Year of Incorporation/ registration	
Name of the Authority/Jurisdiction under which the Legal entity is incorporated or registered.	
Statute Legislation under which the Legal entity is incorporated/registered	
Registration Number	Note 1
Registered Address	
Correspondence Address & Head Office	
Does Memorandum of Association/Trust Deed/Articles of Association permit the organization to carry out the business of Medical Equipment Maintenance	Note 2
Number of years of operation in Medical Equipment Maintenance	
Relevant Qualification Details Years wise and State Wise/Hospital wise.	Note 3
1. State wise/ Hospital wise	
Name of the State / Province/ Hospitals where Medical Equipment Maintenance services are operational	
Years of experience in Medical Equipment operations in the State/ Hospitals.	
Current areas of operation – specify (Names of the Districts/ Hospitals).	
Number of Service Centers	Note 4
Number of Hospital Contracts	
Number and type of equipment repaired through Service Centers	
Number of Centralized Call centers (CCCs) / call center operated.	
Location and address of the CCC/Call Centre.	
Average volume of daily calls received per CCC / call	Note 5
Certificate of Satisfactory Performance	Note 6

The Bidder should provide details of experience of only those Projects of “providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider that would be accessible through a 24-hour toll free number (Centralized Call Centre).” which is undertaken by it under its own name / under the names of the consortium members. Experience of the Associate of the Bidder/ Consortium members will also be considered for eligibility under the Experience criteria.

Note 1

Please enclose Registration / Incorporation Certificates

Note 2

Please enclose Memorandum & Articles of Association, Byelaws or Trust Deed of other relevant charter documents.

Note 3

In case of International experience, country wise details should be provided.

The information shall be provided for each of the Financial Year. The Financial Year shall mean the accounting year followed by the Bidder in course of its normal business.

Note 4

Provide certificate from the Government Authority or Statutory Auditor towards Operational Services of the Medical Equipment supported by a Centralised Call Centre(CCC).

Certificate from the Government Authority / Statutory Auditor regarding Qualification experiences

This is to certify that (name of the Bidder/Member/Associate) has been operating Medical Equipment Maintenance Services supported by a Centralized call Centre in the State of..... for the past _ financial years as per year-wise details noted below:

	Year 1	Year 2	Year 3
Number of health facilities			
Number of breakdown Calls logged and resolved at the CCC /Call center.			
Signature of Authorized Representative			

Note 5

The Bidder shall provide documentary evidence showing successful operations of CCC/call centre like computer generated call logs, etc.

Note 6

The Bidder shall provide performance certificate from the relevant Government Authority from the State/Country in which the Services as desired in Bid document are operational.

APPENDIX-XI

DETAILS OF ELIGIBLE EXPERIENCE

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

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

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

Name of the Entity Providing Support			
Location (Country/ State/ districts)	Number of Staff by Category		
	Biomedical Equipment Maintenance Operation	Call Centre Operation	Others (specify)
Duration of Medical Equipment Maintenance Operation	Profile of staff: ^[1] Summary of key staff (degree /diploma/ certificates with specific reference to the project, training, number of years in employment, total relevant experience as a paramedic/ call center employee.)		
Start Date	Completion date	Name of associates, Consortium members (if any):	
Details of government organization, funding organization or contracting agency for Medical Equipment Maintenance services:			
Name of Senior staff (Project Director, Project Manager) involved and functions performed:			
Narrative description of project and the outcome: ^[1] (Including number of equipment repaired per annum on an average)			
Brief description of the actual services provided:			
Service Centre Details: <ul style="list-style-type: none"> • Number and description: 			
Repair workshop details:			
Spare part store details (if any)			

ANNEXURE XII: LIST OF TRAINED MANPOWER (BIOMEDICAL ENGINEERS & TECHNICIANS)

SL.NO	NAME	EDUCATIONAL QUALIFICATION	YEARS OF EXPERIENCE IN EQUIPMENT MAINTENNACE	CONTACT DETAILS

APPENDIX-XIII

SAMPLE PRICE EVALUATION

Description	Firm I	Firm II	Firm III	Firm IV
Rates as percentage of the equipment inventory for the maintenance of biomedical equipment as per the tender conditions for one year (without GST)	6%	4%	3%	2.99%
Status	L2	L4	L3	L1

- The bidders who have qualified the technical bid shall be eligible for participating in the financial bid.
- The criteria for evaluation shall be the percentage offered. The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and price bids.
- In the event that two or more bidders quote the same bid amount (%age) leading to a tie between such bidders (Tie bidders), the authority shall identify the selected bidder by draw of lots, which shall be conducted by giving prior notice, in the presence of tie-bidders who may choose to attend.

APPENDIX-XIV

DRAFT SERVICE LEVEL AGREEMENT

(will be modified based on the current tender conditions and subsequent amendments)

This Agreement made at <Name of the Place> on this the day of

BETWEEN

<Name of the Tender Inviting Authority> [hereinafter referred to as “<.....>” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives, successors and assigns] a company incorporated under the Companies Act, 1956 with its <Details of the TENDER INVITING AUTHORITY>of the FIRST PART.

AND

Firm., a company incorporated under the Companies Act 1956 with its Head Office at-----, India represented by -----, its Managing Director [hereinafter referred to as “SERVICE PROVIDER” which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, legal representatives, successors and assigns) of the SECOND PART.

WHEREAS <Name of the Tender Inviting Authority> was entrusted by National Health Mission (NHM) under Biomedical Equipment Maintenance Management Programme to ensure the maintenance and upkeep of all biomedical equipment available in every healthcare delivery institution down to the level of PHC under the Directorate of Health Services by engaging a third party maintenance service provider;

AND WHEREAS <Name of the Tender Inviting Authority> had invited tenders as per the guidelines issued by the Government of India for the maintenance and upkeep of the inventory of biomedical equipment then provided by NHM;

AND WHEREAS the <SERVICE PROVIDER >is a private limited company registered in and is in the field of sales and service of biomedical equipment.

AND WHEREAS <SERVICE PROVIDER> participated in the tender No. invited by <Name of the Tender Inviting Authority> for selecting the third party maintenance service provider and qualified as the successful bidder. The final rate offered by SERVICE PROVIDER was % of the equipment inventory per year for five years.

AND WHEREAS, the Work order was issued to SERVICE PROVIDER on SERVICE PROVIDER was provided time The total equipment as per final the inventory is and the total cost of equipment out of warranty and AMC/CAMC is As per the offer of SERVICE PROVIDER in the tender accepted by tender Inviting Authority, the contract value is Rs. Inclusive Tax for the first year.

AND WHEREAS it was decided to execute the agreement with Service Provider after being satisfied by their performance. The performance of Service Provider was evaluated and the report was considered by the to execute the bi-party agreement with Service provider.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows: -

- 1. Contract Period: This contract shall be deemed to have come into force on for a period of 5 years' subject to annual performance review as well as subject to other covenants in this agreement.**
- 2. Details of all terms and conditions mentioned in the RFP & and in its amendments needs to described below:**

IN WITNESS WHEREOF the parties herein below have executed these presents on the day, month and year first above written.

APPENDIX-XV: PREVENTIVE MAINTENANCE & CALIBRATION FREQUENCY FOR BIOMEDICAL EQUIPMENT LISTED UNDER IPHS -2022

Sl. No	Name of the Equipment	Visits/year
1.	Arterial blood gas analyzer	4/year
2.	Autoclave	4/year
3.	Automated analyser for blood cultures	4/year
4.	Automated coagulation analyser,	4/year
5.	Bubble CPAP with compressor,	4/year
6.	C arm with accessories*	4/year
7.	C.T. Scan Multi slice (64 SLICES)	4/year
8.	Cardiac monitors	4/year
9.	Chemiluminescence Immuno- assay	4/year
10.	Dental chair (complete system)	4/year
11.	Dialysis machine	4/year
12.	Dialyzer reprocessing unit	4/year
13.	Electrolyte analyser	4/year
14.	Electrophoresis machine	4/year
15.	ELISA Reader and Washer	4/year
16.	Flow cytometer.	4/year
17.	Fully automated Biochemistry analyser	4/year
18.	Haematology analyser (5 Part/3 Part)	4/year
19.	HPLC machine,	4/year
20.	Infusion pump	4/year
21.	Mammography unit	4/year
22.	Multi para-Monitor	4/year
23.	Phototherapy	4/year
24.	Portable ultrasound	4/year
25.	Radiant warmer,	4/year
26.	Semi-automated Biochemistry analyser	4/year
27.	Surgical diathermy – bipolar	4/year
28.	Transport incubator,	4/year
29.	Transport multi parameter monitor	4/year
30.	Transport ventilator	4/year
31.	Ultrasound machine	4/year
32.	Colour Doppler and Echo	4/year
33.	Ventilator-Adult, Paediatric and Neonatal	4/year
34.	X-ray machine fixed (60 ma/ 100 ma/ 200 ma/ 300 ma/ 500 ma/ 850 ma/ 1000 ma)	4/year
35.	ACT machine,	4/year
36.	100 M.A. X-ray machine (Mobile),	2/year
37.	A-Scan Biometer,	2/year
38.	Ambu bag (adult & paediatrics)	2/year
39.	Applanation Tonometer	2/year

40.	Auto- refractometer	2/year
41.	B- Scan Biometer	2/year
42.	Baby weighing scale –Digital,	2/year
43.	Blood warmers	2/year
44.	Bowl Sterilizers - Different Sizes,	2/year
45.	BP Apparatus - Neonatal Cuff,	2/year
46.	Centrifuge	2/year
47.	Cryosurgery unit	2/year
48.	CTG machine	2/year
49.	CTG Monitor	2/year
50.	Defibrillators	2/year
51.	Ear & nasal Suction machine	2/year
52.	EEG Machine	2/year
53.	EMG machine	2/year
54.	ESR analyser	2/year
55.	Examination Light	2/year
56.	Fetal Doppler	2/year
57.	Flash Autoclave	2/year
58.	Foetal Doppler	2/year
59.	Fetoscope	2/year
60.	Fundus Camera	2/year
61.	Glucometer	2/year
62.	Hba1C analyser	2/year
63.	Hemoglobinometer	2/year
64.	Hysteroscopy	2/year
65.	ICU beds	2/year
66.	Interferential therapy	2/year
67.	Intermittent compression device for DVT	2/year
68.	Irradiance Meter	2/year
69.	Keratometer	2/year
70.	Labour bed	2/year
71.	Laryngoscope with 5 Blades (LED),	2/year
72.	Laryngoscopes (LED)	2/year
73.	Microcentrifuge	2/year
74.	Microscope	2/year
75.	Mortuary table (Stainless steel)	2/year
76.	NCV machine	2/year
77.	Nd Yag Laser	2/year
78.	Nebulizer	2/year
79.	Negative Ionizer/air purifier,	2/year
80.	Neonatal Resuscitation Equipment,	2/year
81.	Nucleic Acid Amplification Test (NAAT)	2/year
82.	OCT (Optical Coherence Tomography)	2/year
83.	Operating Microscope	2/year
84.	Ophthalmoscope- Direct,	2/year
85.	Ophthalmoscope- Indirect with 20 D Lens	2/year
86.	OT light	2/year

87.	OT light - Ceiling Double Dome	2/year
88.	OT Table	2/year
89.	Otoscope	2/year
90.	Oxygen Concentrator	2/year
91.	Paediatric ICU Beds	2/year
92.	Paediatrics Resuscitation Equipment	2/year
93.	Phaco Machine	2/year
94.	Portable LED Standing light	2/year
95.	Pulse oximeter with Neonatal Wrap up	2/year
96.	Punch biopsy gun	2/year
97.	Real time Polymerase Chain Reaction	2/year
98.	Slit lamp	2/year
99.	Sphygmomanometer	2/year
100.	Spiro meter	2/year
101.	Streak retinoscope,	2/year
102.	Suction Machine (Electrical),	2/year
103.	Suction machine (foot-operated),	2/year
104.	Syringe pump,	2/year
105.	TENS	2/year
106.	Transcutaneous Bilirubinometer,	2/year
107.	Turbidimeter,	2/year
108.	Ultrasonic nebulizer	2/year
109.	Ultrasound therapy	2/year
110.	VEP machine	2/year
111.	Arthroscope	2/year
112.	Anaesthesia Work Station	2/Year
113.	Weighing machines (Organs)	2/year
114.	Bi-PAP/CPAP	2/year
115.	Dental X-ray machine	2/year
116.	ECG machine	2/year
117.	Electric cautery	2/year

BID SECURITY DECLARATION FORM

(On the letter head of the firm)

Date.....

(Tender no.....)

To

The Tender Inviting Authority,

Name of the State.....

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid, or

b) having been notified of the acceptance of our Bid by the Tender Inviting Authority during the period of bid validity (i) fails or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

c) if I/we withdraw or modify our bids during the period of validity, or if we are awarded the contract and failed to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals documents, we will be suspended for a period of 02 years from being eligible to submit bids/proposals for contracts with the Tender inviting authority.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on day of (Insert date of signing)

Seal (where appropriate)

Please Note: - The above Undertaking duly signed and Stamped by the Authorized Signatory of the Company, must be attached with the technical bids.

BANK GUARANTEE FORMAT

To,
_____ (Insert Details of Tender Inviting Authority)

Guarantee No.: _____ / Date: _____
Guarantee Cover from: _____
Amount in Rupees: Rs. _____ (in words) _____

WHEREAS _____, a Company incorporated under the companies Act, 1956 and having its Registered Office at _____ in pursuance of letter of intent No. _____, dated _____ for the _____.

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

AND WHEREAS we _____, have agreed to give the TIA such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of **Rs. _____/- (Rupees _____)**, and we undertake to pay you, upon your first written demand declaring the service provider to be default under the contract and without cavil or arguments, any sum or sums within the limits of **Rs. _____/- (Rupees _____ only)**, as aforesaid, without your needing to prove or to show grounds of reasons for your demand or the sum specified therein.

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

This guarantee shall be valid for _____ from the date of final supply against Letter of Intent (LOI).

This guarantee shall be valid until the _____
LOI reference No. _____ dated _____

Notwithstanding anything contained herein our liability under this Bank Guarantee shall not exceed amount **Rs. _____/- (Rupees _____ only)**. This Bank Guarantee shall be valid up to _____ and we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon a written claim or demand lodged at our bank counter on or before _____

All claims under the guarantee will be payable at _____
This Guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

SEAL & STAMP of Issuing Bank with Date.

- ***Tender Inviting Authority may modify the suggested format as per requirement.***

