

# **REQUEST FOR PROPOSAL**

**FOR**

**HIRING OF SERVICE PROVIDER FOR  
COMPREHENSIVE MAINTENANCE OF  
BIO-MEDICAL EQUIPMENT IN  
HIMACHAL PRADESH**

**Tender Enq. Ref. No.: BMEMP-HP/2017**

**Dated: 17.06.2017**

**Mission Director, NHM, Himachal Pradesh, Block-6, SDA, Complex  
Kasumpti, Shimla Himachal Pradesh - 171009.**

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# SECTION 1

## NOTICE INVITING PROPOSALS

### HIRING OF SERVICE PROVIDER FOR COMPREHENSIVE MAINTENANCE OF BIO-MEDICAL EQUIPMENT IN Himachal Pradesh

#### 1.1 Data Sheet

Name of the Project	Comprehensive Maintenance of Biomedical Equipment in Himachal Pradesh
Project Objectives	<p>To provide comprehensive maintenance of all bio-medical equipment installed in government facility across the state for initial 3 years. The equipment is in both working and non-working conditions. Mapping of all equipment and estimated value of entire equipment in Himachal Pradesh has been done. The approximate asset value for the entire state is around 87 crores of which around 19% are dysfunctional.. The selected agency will provide comprehensive maintenance with repairing, calibration, scheduled PM with uptime guarantee working through a centralized call center. The selected agency will provide manpower, arranging for defective parts, transportation of equipment, provisioning standby equipment in case of life saving equipment, periodical training of end-user and maintenance of online dashboard with history sheet of all equipment.</p> <p>Detailed scope of service is provided in RFP document.</p>
Required Proposals	<p>i. Technical Bid (as per details in 3.6.2) ii. Financial Bid (as per details in 3.6.3)</p>
Language in which proposals to be submitted	English
Currency of Quote	Indian Rupees
Pre-Bid Conference	<p>A pre-bid conference is proposed on <b>3<sup>rd</sup> July, 2017 at 11:00 AM</b> in <b>State Insititue of Health &amp; Family Welfare Training Centre, Parimahal, Kasumpti, Shimla 171009 (HP)</b></p>

Contact details for all queries	8894280966
Eligibility to bid	<p>i. The Bidder may be a sole Bidder or a group (maximum 3) coming together as Consortium to implement the Project.</p> <p>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, Society registered under Societies Registration Act etc.</p> <p>iii. <b>Technical Capacity:</b></p> <p>a. The Lead partner provider should have at least two (2) financial years of experience of (till the date of bidding) maintaining Biomedical Equipment:</p> <ul style="list-style-type: none"> <li>• <i>“At a minimum of 10 hospitals (including public/private) with each hospital having a minimum of 100 beds and total of 1000 beds under maintenance currently. The experience should be on a cumulative basis i.e a sum total of both the financial years.”</i></li> </ul> <p style="text-align: center;"><b>or</b></p> <ul style="list-style-type: none"> <li>• <i>“At least (2) financial years (2015-2016&amp; 2016-2017) CMC/AMC contract for a minimum of 1000 biomedical equipment of different nature on a cumulative basis i.e a sum total of both the financial years.</i></li> </ul> <p style="text-align: center;"><b>or</b></p> <p style="text-align: center;"><i>Should have running Contract of 1000 biomedical equipment of different nature as on bid submission date.</i></p> <p style="text-align: center;"><b>Or</b></p> <p><i>The Lead partner should be providing maintenance services for an entire state for a period of at least one year.(Satisfactory performance certificate for the same should be attached in original)</i></p> <p>b. Bidder should submit list of technical staffs currently employed along with their bio-data with payment proofs as per the experience.</p> <p>iv. Financial Capacity: The Provider should have robust financial capacity and have an average annual turnover of minimum INR 10 crores in last two financial years ( 2015-16 and 2016-2017)</p>

Bid Security	INR 5,00,000/- (Rupees five lakhs) in the form of crossed Demand Draft/Bank Guarantee <b>issued by any schedule bank in India</b> drawn in favor of Director, <b>&lt;Insert name of tendering authority&gt;</b> , Himachal Pradesh payable at <b>Shimla</b> . The bid security shall be kept valid for 180 days from the date of submission of bids.
Performance Security	5% of the value of proposed contract in the form of Bank Guarantee <b>issued by any schedule bank in India</b> . The performance security should be valid till 180 days after the expiry of agreement period.
Agreement Period	<b>3 years extendable by 3 years</b> subject to annual performance appraisal <b>and</b> to fund availability
Address for Proposal submission	<b>(Office of Mission Director, NHM, Himachal Pradesh, Block-6, SDA, Complex Kasumpti, Shimla Himachal Pradesh - 171009).</b>

## 1.2 Important Dates and Information

Sl. No.	DESCRIPTION	SCHEDULE
i.	Date of issue of Proposal Documents	17 <sup>th</sup> June, 2017
ii.	Place of issue of Proposal Documents	Office of Mission Director, NHM, Himachal Pradesh, Block-6, SDA, Complex Kasumpti, Shimla Himachal Pradesh - 171009
iii.	Pre Bid Conference Date and Time	3 <sup>rd</sup> July, 2017
iv.	Pre Bid Conference Meeting venue	State Insititue of Health & Family Welfare Training Centre, Parimahal, Kasumpti, Shimla 171009 (HP)
v.	Closing Date and Time for receipt of Bids	19 <sup>th</sup> July, 2017 at 11: 00 AM
vi.	Time and Date of opening of Technical Bid	19 <sup>th</sup> July, 2017 at 11: 30 AM
vii.	Cost of Proposal Document	Rs. 2000/-
		Chamber of Dy. Mission Director, NHM, HP Block-6, SDA, Complex Kasumpti, Shimla Himachal Pradesh - 171009.

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## **SECTION 2**

### **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 contracting 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 contracting 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 [Mission Director, National Health Mission, Himachal Pradesh](#) (hereinafter referred to as “Contracting 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 Contracting 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 Contracting 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 Contracting 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 Contracting 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 Contracting 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 Contracting 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 Contracting 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 Contracting 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.

Total inventory in the state of Himachal Pradesh for which maintenance services are being requested for is attached with this RFP. However the TOTAL INVENTORY MAY DIFFER FROM THIS LIST AND ANY SUCH DIFFERENCE SHOULD BE BROUGHT TO THE NOTICE OF GOVERNMENT WITHIN 2 (two) MONTHS OF THE BIDDER ACCEPTING THE CONTRACT. The current estimated value of the inventory is **INR 87 Crores** (approx.) and the SUPPLIER is expected to provide financial bid both in terms of percentage of this asset value.

Mission Director, National Health Mission,  
Himachal Pradesh



**SECTION 3**  
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## **A. PREAMBLE**

### **1. Definitions and abbreviations**

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

#### **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 (Company/Society/Trust) or Consortium (a group of usually 3 companies) 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) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its Bid
- (vii) “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.
- (viii) “Day” means Calendar Day.
- (ix) 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”).
- (x) “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.

#### **1.2. Abbreviations:**

- (i) “RFP” means Request for Proposal
- (ii) “MoU” means Memorandum of Understanding
- (iii) “PHC” means Primary Health Centre
- (iv) “CCC” means Centralised Call Centre
- (v) “DH” means District Hospital
- (vi) “SDH” Sub-divisional Hospital
- (vii) “RH” means Referral Hospital
- (viii) “CHC” means Community Health Centre
- (ix) “SPV” means Special Purpose Vehicle

- (x) “LOI” means Letter of Intent
- (xi) “MD NHM” means Mission Director, National Health Mission, Himachal Pradesh.

## 2. LANGUAGE OF TENDER

- 3.2.1 The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 3.2.2 The correspondences relating to the tender exchanged between bidder and Tender Inviting Authority may also be written in the Hindi language.

## 3. BACKGROUND INFORMATION REQUEST FOR PROPOSAL

### 3.1. Background Information

- 3.1.1. [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh, (the “Contracting Authority”) seeks to engage the private sector in operation of 24X7 “Comprehensive Bio-medical Equipment Maintenance Unit” in all **District Hospitals/Zonal Hospital/Regional Hospital/Sub Divisional Hospital/Civil Hospital/Referral Hospital/Community Health Centers/Primary Health centers** of Himachal Pradesh, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the proposed Project may be awarded.
- 3.1.2. This Request for Proposal (RFP) is for “Operation of Medical Equipment Maintenance Services” (hereinafter referred to as “Project”) for a period of **3 years extendable to 3 years** from the Commencement Date as specified in the Agreement (“Agreement Period”).
- 3.1.3. 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.
- 3.1.4. (i) Interested parties may download RFP document from the website of [Mission Director, National Health Mission, Himachal Pradesh](#). The Authority will not be responsible for any delay, loss, or non-receipt of RFP document sent by post / courier.
  - iv) Further the bidder/s shall furnish, as part of it bid, the Bid security for INR 5,00,000/- (Rupees five lakhs only) to be paid in the form of a crossed Demand Draft or Bank Guarantee **issued by any schedule bank**

in India in favor of The Mission Director, National Health Mission, Himachal Pradesh, along with bids.

vi) **MD, NHM** will not accept the tenders from blacklisted companies/ debarred/ undependable organization/ Suppliers declared by any of the Government/ other state Government/ PSUs.

3.1.5. A single stage bidding process will be followed to decide the Selected Bidder. There shall not be any separate Pre-Qualification Stage for short-listing of Bidders. Bids will be evaluated in two steps. In the first step, the bids will be assessed for responsiveness to the qualification and eligibility criteria. Those Bidders who meet the minimum eligibility criteria and are found to be responsive shall be shortlisted and only their Financial Bids shall be opened for evaluation. The Financial Bids of the Bidders not qualifying the threshold criteria or not found to be responsive will not be opened.

3.1.6. The contracting Authority will enter into an Agreement with the Selected Bidder. Selected Bidder shall be confirming Party in the aforesaid Agreement.

3.1.7. Further, all the parts of the Proposal (PART 1: Qualification Bid, PART 2: Financial Bid) must be submitted in a hard bound form with all pages numbered serially, along with an index of submissions. The key figures quoted in the Financial Bid should be mentioned in words also. In the event of any deviation from any of the instructions mentioned herein have not been adhered to, the Authority may at its sole discretion reject the bid.

3.1.8. The key dates and other particulars relating to the RFP are given in the Data Sheet attached at the beginning of the RFP document. The contracting Authority may at its sole discretion alter the schedule anytime during the process by giving due notice

#### **4. INSTRUCTIONS TO BIDDERS**

##### **4.1. General terms of Bidding**

- a. All the Bidders are required to submit their Proposal in accordance with the terms set forth in this RFP.
- b. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect: Provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under that Agreement.
- c. The contracting 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.
- d. The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in the Proposal.
  - e. 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 can not be a member of any other Bidder consortium submitting a bid;
  - f. Members of the Consortium shall enter into a binding Memorandum of Understanding, in the form specified at FORMAT 7 (the “MoU”), for the purpose of submitting a bid.
  - g. Any entity which has been barred/ blacklisted by the Government of Himachal Pradesh, any other State Government or Government of India/ PSU 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 FORMAT 4 as part of the Qualification Proposal.
  - h. While bid is open to bidders from any other country, the bidder shall work through a subsidiary or a registered company based in India

### 3.4.2 Scope of Work

Government of **Himachal Pradesh** seeks to engage an Agency for Comprehensive Maintenance of Biomedical Equipment with an aim:

- (i) To provide 24x7, and achieve 365 days minimum uptime of 95% for all medical equipment in District Hospitals, 90% for CHCs and 80% for PHCs. However, the criticality of equipment and hours for which a health facility functions at various levels in India public health systems projects varied needs for upkeep time for which an audit of all medical equipment under the service contract should be carried out. At no point of time in a single breakdown, the breakdown should not be more than 7 days from the date and time of registration of fault. This would protect patients from being denied critical and life-saving access to medical technology and would also encourage the Agency to have adequate buffer inventory and replacement equipment (for life saving equipment like ventilators, defibrillators & baby incubators, etc.)<State may propose list of critical equipment> in cases where repair within a justified time period is not possible due to geographical limitations or other reasons. The service agency should analyze and report medical equipment inventory and map the entire equipment inventory in all health facilities for which the contract has been proposed for. The operations and reporting of activity should happen using software with the following specifications/pre-requisites. This mapping & Operations would include:

- a) Providing an asset identification number to all the equipment barcode with details of the equipment pasted on them (as per the GS1 (ministry of commerce) standards with clear visibility of critical information related to the equipment.
- b) Manage documents such as invoices, warranties/guarantees or safety reports pertaining to all the equipment (Contract Management) and the information should be made available electronically to anyone in management, user and the maintenance staff.
- c) Transfer inventory data to other information systems as and when required by the customer electronically in a predefined format.
- d) To provide real time data/ information through a node in office by linking office server with field staff using mobile (tab) applications.
- e) Record equipment maintenance activities on who did, what they did, which exact equipment and where on a real time basis and this information being available via dashboards to the authorities for monitoring purpose on a daily basis. Schedule Preventive maintenance and calibrations and tasks to each equipment using the software and track the execution on a real time basis so that the history of equipment (for every unique equipment ID) is captured and stored so that it can be generated any time the contracting Authority wants to review. The service agency should provide the Periodical maintenance & Calibration schedules to the Contracting Authority periodically. The service agency should also record, execute & report all corrective maintenance activity on a real time basis when and where it is required.
- f) Generate status report of all the equipment at a pre-defined Periodicity & format and deliver electronically from real time data captures at the hospital sites. Also all the training activity of users planned should be reported based on pre- decided and execution of the same.
- g) The selected service provider should submit a list of consumables, along with approximate cost of each item. All consumables/disposables/spares which are replaced by end user in day to day patient diagnostics or therapeutic activities may be borne by the Authority. Examples are reagents/control solution / ECG Papers/ Disposable ECG Electrodes/ Ultra sound Gels / Patient Circuits for Ventilators etc. However all the consumables/disposables/ spares which are required for smooth operations of the equipment and replaced by an engineer will be borne by the service providers. Examples are X-Ray tubes/ CT Tubes/Helium

replacement in MRI/ Flow Sensors etc in the Ventilator/All light sources like Xenon/Halogen/LED/ All kind of fuses/wires/cables etc

- (ii) Medical Equipment that are already in AMC or CMC, the Supplier shall upon commissioning of the new contract with the [Mission Director, National Health Mission, Himachal Pradesh](#)/Health department, would start administering the contract on behalf of [Mission Director, National Health Mission, Himachal Pradesh](#)/Health department. For this purpose, the Supplier shall take authorization from erstwhile maintenance services providers for the respective equipment for which AMC/CMC is in existence. The Supplier should report to the contracting Authority if in case any manufacturer did not respond or out of business immediately and thus the contracting Authority can decide on those equipment in terms of what needs to be done.
- (iii) For Medical Equipment that is currently under warranty, the Supplier shall be responsible for its maintenance and upkeep during the warranty period and beyond till the engagement with state government is valid.
- (iv) For all medical equipment that is under any form of AMC/CMC/Spares agreement or under warranty, the [Mission Director, National Health Mission, Himachal Pradesh](#) shall not be renewing the equipment specific maintenance contracts
- (v) The Supplier shall not be including cost of maintaining any equipment which is under any kind of AMC/CMC/warranty in its first proposal and cost of such equipment shall not be included till the time existing contract(s) with other Supplier(s) is valid for the respective equipment. The Service Provider may choose to take authorization for doing maintenance such equipment from existing AMC/CMC contract holder(s) or may choose to get it done on behalf of state health department. \*The Contracting Authority can audit the documentation of the Supplier and the quality of information provided any time without any prior information.
- (vi) Maintenance costs for equipment that are currently in any AMC/CMC/warranty contract shall be added by the Supplier only after the expiry of contracts for the respective equipment.
- (vii) The sole Service provider shall however be liable to ensure upkeep time declared in the bid for all equipment irrespective of any AMC/CMC/warranty status for any equipment. It is the responsibility of the Service Provider to notify the

contracting Authority if any manufacturer is not complying to any of the terms in their agreement and ensure contracting Authority with right information immediately (within 7 days) for further action.

- (viii) The Service Provider shall be identifying and responding to requests seeking maintenance of all Biomedical Equipment available in the district/sub district/state up to the level of Primary Health Center (PHC) through the Maintenance Process Tracking Identification Number (MPT-IDs) which would follow GS1 standards as recommended by Department of Commerce, Government of India.
- (ix) For purposes of clarity, operationalisation will be regarded as:
  - (a) Setting up of maintenance workshop and control room for maintenance of medical equipment to track the history of all maintenance activities conducted on all biomedical equipment.
  - (b) Setting up Customer Care Centre i.e. Centralized call centre of adequate capacity to accept user calls.
  - (c) Appointment and recruitment of trained engineering and administrative human resource.
  - (d) Provide Equipment Management Information System with a mobile application for real time tracking and a dash board to authorities to monitor on a regular basis. The bidder may be asked to give a demo to the Authorities before the tender documents are opened for finalization in order to prove the capabilities required and ensured as per the bid document.
  - (e) To provide categorization of all equipment, clearly identifying critical equipment along with their clinical functions.
  - (f) Comprehensive maintenance of Biomedical Equipment in all public healthcare facilities in an entire region/state, up to the level of PHCs.
  - (g) To furnish the format of equipment identification code system like barcodes and post details like serial no, manufacturer, model no, location etc on the equipment. The contracting 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 contracting Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining term/duration of the Agreement in the given year and the monetary value for the maintenance of the added



equipment shall be included in the subsequent years, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.

- (x) The Bidder must equip the 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 Provider must also ensure that no equipment is transferred across health facilities to meet requirements at random as this could disturb patient care and planning.
- (xi) The contracting Authority envisages that the selected Bidder will operationalize the Services for Comprehensive Maintenance of Biomedical Equipment and shall at all times comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, general public and national laws and the requirements of competent and/or contracting Authority whose jurisdiction applies in the area where the services are being provided. The Service provider shall establish a well-equipped service network and adequately staffed Centralized Call Centre (CCC) that is accessible through “Centralized number” (the “Centralized Call Centre Number). The CCC must be set up as per the phases, timelines and milestones as specified in the Agreement and the terms and conditions thereof.
- (xii) For each facility, there should be three nodal officers to whom a confirmation call may be given at the same time by the service provider after acceptance of a breakdown call from any user in the facility. This is to ensure timely attendance of call for repairing/ action on the same. Resolving/fixing of the fault must be followed by the closure of communication loop (call closure) via telephonic guidance or by email to any of the three nodal officers identified or facility on a case to case basis.
- (xiii) After Effective Date, the contracting Authority shall make available the existing Bio-medical Equipment at all Healthcare facilities. After setting up of the CCC by the Bidder, the Bidder shall be responsible to maintain all the Biomedical equipment as per the Agreement and will make them operational and linked to the 24X7 Centralized Call Centre as per the Agreement and the terms of the Agreement and ensure to keep them operational and linked to the “24X7 Centralized Call Centre number.
- (xiv) For purposes of clarity, Operationalization will be regarded as:

- (a) Setting up of maintenance workshop and control room for maintenance of medical equipment and provisioning of maintenance services. Annual third party audit by a third party NABL accredited laboratory must also be carried out for calibration processes of the Supplier which would look into issues such as calibration of calibrating tools.
  - (b) Appointment and recruitment of trained and skilled Manpower
  - (c) Provide Equipment Management Information System, and
  - (d) Maintain biomedical equipment in all public healthcare facilities up to the level of Additional Primary health center (PHC). It must be noted that the “CCC Data” under all circumstances will remain as the property of the “contracting Authority”.
- (xiv) The service provider shall be responsible for the safety and occupational health of its staff involved with performance of the various duties towards the fulfillment of this contract.
  - (xv) Name of the Biomedical Engineers hired for the purposes and any other purpose which is a part of this RFP must be given to the **contracting authority** and any change in the team should be notified to the **contracting authority** within 30 days. The human resource hired by the agency must have an adequate mix of technical and professional skills to ensure that they meet **all requirements of the project Comprehensive Maintenance of Bio-medical Equipment in Himachal Pradesh, including** customer expectations and quality maintenance.
  - (xvi) The Selected Service Provider will be responsible for procuring all the necessary tools, spare parts, manpower, vehicles and other services required for the satisfactory completion of the contract for onsite repair.**
  - (xvii) The contracting 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 of Equipment by the contracting Authority, the Bidder shall operate and maintain the additional Equipment till the remaining term/duration of the Agreement, as part of the existing scope of work and upon the same terms and condition as specified in the Agreement. It is clarified that the Bidder shall be responsible to arrange for adequate human resources, trained manpower and other related supporting infrastructure to maintain the additional equipment. It is further clarified that the terms and conditions (as stated in the Agreement including the Schedules thereto) with regards to the arrangement of manpower, infrastructure, etc. by the Bidder to maintain existing equipment shall apply mutatis mutandis in respect of procurement of human resources, supporting infrastructure, etc. by the Bidder for the maintenance of the additional equipment. Any new equipment, if added during a contract year, the maintenance responsibility towards that equipment will commence for the Service provider immediately upon installation and

commissioning of equipment. The extra charges towards the additionally added equipment will be incorporated only from the subsequent contract year of the maintenance contract agreement.

- (xviii) 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.

(xvix) **Condemnation of the Biomedical Equipment**

- (a) The condemnation committee appointed by the contracting Authority at the district/ state level from time to time for identification of equipment suitable for condemnation of the equipment
- (b) A condemnation recommendation should be submitted by the Service Provider to the committee once every year preferably before the renewal of the contract for the subsequent year.
- (c) The Supplier should not under any circumstances be the purchaser of spare part or components of any equipment resulting out of condemnation.
- (d) For condemnation of Radiological devices, AERB guidelines should be followed.

(xx) **User Training:**

- (a) During installation and commissioning, training shall be provided by Supplier of the respective equipment to related Government staff. Trained representative of the Supplier shall be available during all installation, commissioning and associated trainings provided by the supplier.
- (b) Since periodic training of user would result into better functioning equipment and lesser breakdowns, the service provider shall arrange for periodic trainings of all Electrical/Electronics/Radiological and other highly complex technologies at a pre-specified periodicity not exceeding three times a year irrespective of the equipment being within/outside the warranty period.
- (c) A minimum one on-site training per quarter for critical equipment must be provided to the users by the Service Provider.

- (xxi) The Supplier shall repair all dysfunctional equipment within four months of the date of commencement of the Contract work. All equipment that the Supplier considers beyond repair shall be listed and the list shall be provided to the Government with reasons for each equipment beyond repair. In such case Government reserves the right to cross verify the equipment to ascertain. The final decision of the Government whether the equipment can be condemned or repair rests with the Government and shall be binding on the Service Provider.

### 3.4.3 Penalty Clauses

As per Scope of work, while managing the prescribed limits of downtime, the Supplier shall ensure that at no point in time, any equipment is dysfunctional beyond 7 days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 7 days, the following penalty would apply to every extra day beyond 7 days:

Sl. No.	Details	Penalty provision
a.	For equipment whose declared asset value is below Rs.10,000	Rs.300 every extra day beyond 7 days
b.	For equipment whose declared asset value is above Rs.10,000 but below Rs.1,00,000	Rs.500 every extra day beyond 7 days
c.	For equipment whose declared asset value is above Rs.1,00,000 but below Rs.1,00,00,00	Rs.1000 every extra day beyond 7 days
d.	For equipment whose declared asset value is above Rs.100,00,00	Rs.3,000 every extra day beyond 7 days

### 3.4.3 Eligibility to bid

3.4.3.1 For determining the eligibility of Bidders for their qualifications hereunder, the following shall apply:

- v. The Bidder may be a sole Bidder or a group of companies (maximum 3) coming together as Consortium to implement the Project.
- vi. 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 Himachal Pradesh.

**vii. Technical Capacity:**

d. The Lead partner provider should have at least two (2) financial years of experience of (till the date of bidding) maintaining Biomedical Equipment: *At a minimum of 10 hospitals (including public/private) with each hospital having a minimum of 100 beds and total of 1000 beds under maintenance currently. The experience should be on a cumulative basis i.e a sum total of both the financial years.*

**or**

- *“At least (2) financial years (2015-2016 & 2016-2017) CMC/AMC contract for a minimum of 1000 biomedical equipment of different nature on a cumulative basis i.e a sum total of both the financial years.*

**or**

*Should have running Contract of 1000 biomedical equipment of different nature as on bid submission date. The bidder may also be a Government enterprise which provides Engineering and/ or health services.*

*Or*

*The Lead partner should be providing maintenance services for an entire state for a period of at least one year. (Satisfactory performance certificate for the same should be attached in original)*

- e. The Bidder should submit proof of running centralized call centres as per the experience given in para iii.a.
- f. Bidder should submit list of technical staffs currently employed along with their bio-data with payment proofs as per the experience.

**Financial Capacity:** The Provider should have robust financial capacity and have an average annual turnover of minimum INR 10 crores in of the **in** last two financial years **as on 31.03.2017 (2015-16 & 2016-17)**.

3.4.3.1 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.4.3.1 shall include each member of such Consortium.

3.4.3.2 To be eligible for bidding under this RFP, an applicant/ bidder shall fulfill the above mention technical and financial eligibility

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

3.4.3.4 The Bidder should submit a Power of Attorney as per the format mentioned in FORMAT 2, 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 FORMAT 3.

3.4.3.5 Consortium : (a) Number of members in a Consortium shall not exceed 3 (three) members;

- (b) Subject to the provisions of sub-clause (a) above, the bid should contain the information required for each member of the Consortium;
- (c) Members of the consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 51% (Fifty one per cent) of the paid up and subscribed equity of the SPV: Provided that the Lead Member of the Consortium shall at all times hold equity share

capital of the SPV higher than the share capital held by any other member of the Consortium in the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format described in FORMAT 3, signed by all the other members of the Consortium;

- (d) 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;
- (e) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (f) Members of the Consortium shall enter into a binding Memorandum of Understanding, in the form specified at FORMAT 7 (the "MoU"), for the purpose of submitting a bid. The MoU, to be submitted along with the Bid, shall, inter alia:
- (g) Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Agreement and subsequently perform all the obligations of the Bidder in terms of the Agreement, in case the Project is awarded to the Consortium;
- (h) Clearly outline the proposed roles and responsibilities, if any, of each member;
- (i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Selected Bidder in relation to the Project until the term of the Agreement in accordance with the provisions of Agreement; and
- (j) except as provided under this RFP, there shall not be any amendment to the Memorandum of Understanding (MoU) without the prior written consent of the contracting Authority.

3.4.3.6 a) Any entity which has been barred/blacklisted by the Government of Himachal Pradesh 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 FORMAT 4 as part of the Qualification Proposal.

3.4.3.7 While bid is open to agencies from any other country given that the agency works through a subsidiary or a registered company based in India.

3.4.4 Change in Ownership

3.4.4.1 There cannot be change in the ownership or consortium partners during the project period. In exceptional circumstance, the selected service provider will duly inform and take prior approval of the **MD NHM** before changing the same. In this case, **MD NHM** is authorized to take decision in the best interest of its own and the project.

3.4.5 **Number of Bids and costs thereof**

3.4.5.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any other consortium, as the case may be.

3.4.5.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid process. The “contracting Authority” will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

**3.4.6 Site visit and verification of information**

3.4.6.1 The Bidders are encouraged to submit their respective bids after visiting the State of Himachal Pradesh (hereinafter referred to as “State”) 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 contracting Authority may permit/facilitate the Bidder to inspect the position of the said equipment.

3.4.6.2 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.

**3.4.7 Acknowledgement by Bidder**

3.4.7.1 It shall be deemed that by submitting the bid, the Bidder has:  
(a) made a complete and careful examination of the RFP;  
(b) received all relevant information requested from the contracting Authority;  
(c) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under;

(d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the contracting Authority, or a ground for termination of the Agreement by the Bidder;

(e) Acknowledged that it does not have a Conflict of Interest; and

f) Agreed to be bound by the undertakings provided by it under and in terms hereof

3.4.7.2 The contract Contracting Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by the contracting Authority.

**3.4.8 Right to accept or reject any or all bids**

3.4.8.1 Notwithstanding anything contained in this RFP, the contracting Authority reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the contracting Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.

3.4.8.2 The contracting Authority reserves the right to reject any bid if:

(a) at any time, a material misrepresentation is made or uncovered,

or

(b) the Bidder does not provide, within the time specified by the contracting Authority, the supplemental information sought by the contracting Authority for evaluation of the Bid.

3.4.8.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOI or entering into of the Agreement, and if the Bidder/SPV has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the contracting Authority to the Bidder, without the contracting Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other



right or remedy which the contracting Authority may have under this RFP, the bidding documents, the Agreement or under applicable law.

3.4.8.4 The contracting Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the contracting Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the contracting Authority there under.

3.4.8.5 All kinds of Conditional bid will be rejected.

## **B RFP DOCUMENTS**

### **3.5 Contents of RFP Documents**

- i. Data Sheet
- ii. Disclaimer
- iii. Request for Proposal
- iv. Instructions to Bidders
- v. Evaluation Process
- vi. Fraud and Corrupt Practices
- vii. Pre-Bid Conference
- viii. Miscellaneous Formats for Proposal
- ix. Draft Agreement along with Schedules

## **C BID PREPARATION AND SUBMISSION**

### **3.6 Documents comprising Preparation and Submission of Bids**

3.6.1 The Proposal in response to the RFP should be in English and is to be submitted in two (2) parts:

PART 1: Technical/ Bid

PART 2: Financial Bid

3.6.2 PART 1: Technical/ Bid

The Bidder is expected to provide details of its registration as per FORMAT 10 and furnish documents to support its claim. A summary of relevant information should be provided as per FORMAT 10. Details of all information related to the past experience and background should describe the nature of work, name and address of client, date of award of assignment, size of the project etc. as per FORMAT 11. The Bidder should submit details of financial capability for the last three (2) financial years (2015-16 and 2016-2017) if audited balance sheet is not available CA certificate to this effect should be submitted. The Qualification bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the members of Consortium should be submitted. The additional information to be provided, in case of proposals from a Consortium, is mentioned in Clause 3.8.

The checklist for information to be submitted (in prescribed formats) for the Qualification Proposal is provided in the table below:

Information to be Provided	Format No.
COVERING LETTER FOR PROPOSAL SUBMISSION	Format 1
POWER OF ATTORNEY FOR SIGNING OF PROPOSAL	Format 2
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM (If applicable)	Format 3
AFFIDAVIT	Format 4
ANTI- COLLUSION CERTIFICATE	Format 5
PROJECT UNDERTAKING	Format 6
MEMORANDUM OF UNDERSTANDING	Format 7
BOARD RESOLUTIONS FOR BIDDING ENTITIES	Format 8
UNDERTAKING FOR INDIVIDUAL MEMBERS	Format 9
INFORMATION REGARDING BIDDER	Format 10
DETAILS OF ELIGIBLE EXPERIENCE	Format 11
FINANCIAL CAPABILITY OF THE BIDDER/MEMBER (TO BE SUBMITTED FOR EACH MEMBER IN CASE OF CONSORTIUM)	
FINANCIAL BID (ON THE LETTER HEAD OF THE BIDDER/ LEAD MEMBER)	
LETTER OF COMFORT AND UNDERTAKING FROM ASSOCIATE (ON THE LETTER HEAD OF THE ASSOCIATE)	
CERTIFICATE FROM STATUTORY AUDITOR/ COMPANY SECRETARY REGARDING ASSOCIATE	
TOR FOR MAINTENANCE, BILLING SCHEDULE AND WARRANTY POLICY	
COPY OF DRAFT AGREEMENT ALONGWITH SCHEDULES INITIALED BY THE BIDDER	

### 3.6.3 PART 2: Financial Bid

The Bidder should quote the rates as percentage of the Equipment Inventory for undertaking the aforesaid Project across the State in accordance with this Bidding Document and the Agreement.

### **3.7 Preparation and Submission of Proposals**

- 3.7.1 All Proposals submitted must be duly signed and stamped by the Authorized representative of the Bidder.
- 3.7.2 The Bidder should submit a Power of Attorney as per FORMAT 2, authorizing the signatory of the Proposal to execute the Proposal. In case the Bidder is a Consortium, the Bidder must submit a Power of Attorney as per FORMAT 3 and comply with the additional requirements for bidding as a Consortium as specified in Clause 3.8 of this RFP.
- 3.7.3 The Proposal along with the copy of instruction to Bidders as Part I and Agreement with Schedules as Part II as mentioned in clause 3.3.1.3 shall be signed and each page of the said documents shall be initialed by a person /persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 3.7.4 An Affidavit (non conviction) as per FORMAT 4 should be submitted along with the Proposal.
- 3.7.5 The Proposal shall be accompanied with an Anti-Collusion Certificate on the letter head of the Bidder or each of the Members (in case of a Consortium) as the case may be as per FORMAT 5.
- 3.7.6 The Proposal shall also be accompanied with a Project Undertaking on the letter head of the Lead Member (in case of a Consortium) or the single entity as the case may be as per FORMAT 6.
- 3.7.7 The Proposal shall be accompanied by the Resolutions from the Bidder / Member for submitting the Proposal and, if successful, to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in FORMAT 8.
- 3.7.8 The Proposal shall be submitted by the Bidder in the adequate, complete and correct form as per the Formats prescribed in the RFP. The Proposal / bid submitted by the Bidder in the form other than the prescribed Formats shall not be considered for evaluation by the contracting Authority. In such an event, the contracting Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder. However, the contracting Authority may, in its sole discretion, require the Bidder to rectify the discrepancies in the bid submitted by the Bidder pursuant to this RFP.

### **3.8 Additional Requirements for Proposals from a Consortium should comply with the following requirements:**

- (a) Lead member in case of consortium shall authorize a representative ("Authorized Signatory") on behalf of the Consortium, through a power of Attorney as per FORMAT 2. The authorized representative will sign the proposal which would be legally binding on all the members of the Consortium.
- (f) All the Power of Attorney shall be furnished on a non-judicial stamp paper of Rs. 100/- and duly attested by a notary public.

- 3.8.1 Members of the Consortium shall submit a Memorandum of Understanding (MoU) specific to this Project, for the purpose of submitting the Proposal as per FORMAT 7. The MoU shall be furnished on a non-judicial stamp paper of Rs. 100/-, duly attested by a notary public.
- 3.8.2 The bid shall be accompanied by the Resolutions from the Bidder / Member of the Consortium for submitting the Proposal and, if successful; to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in FORMAT 8.
- 3.8.3 The Proposal shall be accompanied by the Project Undertaking on the letter head of the Lead Member (in case of Consortium) or single entity as the case may be as per FORMAT 6.
- 3.8.4 All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature. All signatures in the Proposal documents shall be dated.

### **3.9 Bid Security**

- 3.9.1 The Bidder is required to deposit, along with its bid, a bid security of Rs. 5,00,000/- (the "Bid Security"), refundable, except in the case of the Selected Bidder whose Bid Security shall be retained.
- 3.9.2 The Bid Security should be in the form of a crossed demand draft. in favour of **Mission Director, National Health Mission, Himachal Pradesh, or Bank guarantee issued by** any Scheduled Bank in India with validity of a minimum of 180 (one hundred and eighty days).
- 3.9.3 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the contracting Authority under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:
- (a) If any Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (b) If any Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the contracting Authority;
- (c) In case of the Selected Bidder, if there is failure within the specified time limit to –
- (i) sign and return the duplicate copy of Letter Of Intent (LOI);
  - (ii) to sign the Agreement; or
  - (iii) to furnish the Performance Security within the period of 30 (Thirty) days from the date of issue of LOI; or
- (d) As per the relevant provisions of this RFP and Agreement.

### **3.10 Sealing and Signing of Proposal**

- 3.10.1 The Bidder shall submit one original and two copies of Qualification Bid in the format as provided in clause 3.6.2 and shall mark the original qualification Bid as “Original” and the two copies as “Duplicate”. Duplicate Proposals may contain all pages as in Original Proposal. The Bidder should also submit these documents in electronic form on a CD and seal it in an envelope and mark the envelope as “PART 1: Qualification Bid for Maintenance of Biomedical Equipment in the state of Himachal Pradesh”.
- 3.10.2 The envelope shall contain all the FORMATS provided in clause 3.6.2 along with the supporting documents.
- 3.10.3 The Bidder shall submit and mark one original copy of Financial Bid in a separate sealed envelope. The envelope containing Financial Bid shall clearly bear the following identification “Part 2: Comprehensive Maintenance of Biomedical Equipment in the State of Himachal Pradesh”.
- 3.10.4 The Bidder shall submit the Bid Security in a sealed envelope and mark the envelope as “Bid Security”.
- 3.10.5 The four envelopes specified in Clauses 3.10.1, 3.10.2, 3.10.3 and 3.10.4 shall be placed in an outer envelope, which shall be sealed and marked as “Proposal for Comprehensive Maintenance of Biomedical Equipment in the state of Himachal Pradesh”.
- 3.10.6 The Bidder shall provide all the information sought under this RFP. The contracting Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.
- 3.10.7 The Proposals and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposals.
- 3.10.8 The pages of each part of the Proposal shall be clearly numbered, indexed and stamped with the office seal of the Bidder.
- 3.10.9 All documents should be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) (loose form, etc. will be not accepted), either singularly or with several documents bound together. The Proposal should not include any loose papers.

3.10.10 The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.

3.10.11 Each of the envelopes shall indicate the complete name, address, telephone number (with country and city code), e-mail, and facsimile number of the Bidder.

3.10.12 Each envelope shall be addressed to: The [Mission Director, National Health Mission, Himachal Pradesh](#).

3.10.13 The contracting Authority reserves the right to reject any Proposal which is not sealed and marked as instructed above and will assume no responsibility for the misplacement or premature opening of the Proposal.

### **3.11 Proposal Due Date and Time**

3.11.1 Proposal should be submitted positively by 11.00 am Indian Standard Time (IST) on [19/07/2017](#), as stated in the Data Sheet, at the address given in Clause 3.10.2 in the manner and form as detailed in this RFP. Proposals submitted in any other manner will not be accepted.

3.11.2 The contracting Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.15 uniformly for all bidders. All such addendum shall be released on [www nrhmhp.gov.in](http://www.nrhmhp.gov.in) the Bidders are requested to check the site regularly for updates. The contracting Authority shall not undertake any responsibility, if any, Bidder fails to regularly check the website for addendums.

### **3.12 Late Proposals**

3.12.1 Proposals received by the contracting Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be returned unopened.

### **3.13 Modifications / Substitution / Withdrawal of Proposals**

3.13.1 The Bidder shall submit the final proposal by the Proposal Due Date and Time. No Proposal shall be modified, substituted or withdrawn by the applicant/bidder after the submission of the proposal.

### **3.14 Clarifications and Pre-Bid Conference**

3.14.1 A prospective Bidder requiring any clarification on the RFP documents may submit attend pre-bid conference specified in "Data Sheet".

- 3.14.2 The contracting Authority shall schedule a pre-bid conference to discuss the issues related to the Project with all the prospective Bidders. The prospective Bidders may raise any queries during the pre bid conference, in addition to those submitted earlier. The contracting Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues to the Project, before final submission of the Proposals. This would be common for all the Bidders.
- 3.14.3 Bidders may note that the contracting Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the draft Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 3.14.5 All correspondence/ enquiries should be submitted to the following address in writing by fax/ post/ email courier: The [Mission Director, National Health Mission, Himachal Pradesh](#).
- 3.14.6 No interpretation, revision, or other communication from the contracting Authority regarding this solicitation is valid unless in writing and signed by The [Mission Director, National Health Mission, Himachal Pradesh](#).

### **3.15 Amendment of RFP**

- 3.15.1 The contracting Authority may modify the RFP by issuing an Addendum before the Proposal Due Date.
- 3.15.2 To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, the contracting Authority may, at its sole discretion, extend the Proposal Due Date.

### **3.16 Proposal Validity period**

- 3.16.1 Proposal shall remain valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date. The contracting Authority reserves the right to reject any Proposal, which does not meet the requirement.

### **3.17 Extension of Proposal Validity Period**

- 3.17. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the contracting Authority may request the Bidders to extend the period of validity

for a specified additional period. The request and the Bidder's responses shall be made in writing. The contracting Authority reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.

3.17.2 The Proposal Validity period of the Selected Bidder shall be automatically extended till the date on which the Agreement is signed.

### **3.18 Right to Accept or Reject Proposal**

3.18.1 The contracting Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as the contracting Authority may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

2. The contracting Authority reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or uncovered by/from any Bidder or any of its members (in case of Consortium).
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. This would lead to disqualification of the Bidder / Member for all the Projects wherein the Bidder (either as a single entity or as part of another consortium) is present. If the Bidder is a Consortium, then the entire Consortium would be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Bids have been opened and the preferred Bidder gets disqualified/ rejected, the contracting Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the contracting Authority, including annulment of the bidding process. Notwithstanding the above, the contracting Authority may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by the contracting Authority.

3.18.3 The contracting Authority will issue a Letter of Intent (LOI) to the Selected Bidder for the Project.

### **3.19 Confidentiality**

3.19.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. The contracting Authority will treat all information submitted as part of the Proposal in confidence and would require all those who



have access to such material to treat the same in confidence. The contracting Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the contracting Authority or as may be required by law or in connection with any legal process.

### **3.20 Acceptance of Letter of Intent (LOI) and Execution of Agreement**

- 3.20.1 The contracting Authority shall issue a Letter of Intent (LOI) to the Selected Bidder.
- 3.20.2 Within 7 (seven) days from the date of issue of the LOI, the Selected Bidder shall accept the LOI and return the same to the contracting Authority. The Selected Bidder shall take necessary steps including formation of SPV so as to ensure execution of the Agreement between the Bidder and the contracting Authority within 30 (thirty) days of acceptance of LOI. The Selected Bidder shall be party to the Agreement as a confirming party.
- 3.20.3 Stamp duty, if any, payable on the Agreement will be borne by the Bidder.
- 3.20.4 The Bidder shall be required to execute the Agreement with Schedules. The Selected Bidder shall be party to the Agreement as a confirming party. The Selected Bidder shall also execute such further documents and deeds as may be required (the "Contract Documents"). The Bidders by submitting the bid shall be taken to have accepted the terms and conditions of the Agreement and Schedules to the Agreement and modifications and changes, as may be communicated in writing by the Contracting Authority at least 3 business days before the Proposal Due Date, without any reservation or condition.
- 3.20.5 In case, the Agreement does not get executed within 30 (thirty) days of acceptance of LOI, the Contracting Authority reserves the right to annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Selected Bidder shall be forfeited.

### **3.21 Performance Security**

- 3.21.1 The Bidder shall for due and faithful performance of its obligations during the Project duration furnish Performance Security by way of an unconditional, unequivocal and irrevocable Bank Guarantee issued by a Schedule Bank, in favour of 'Mission Director, National Health Mission, Himachal Pradesh of value equal to 5% of the contract value ("Performance Security"). The Bidder shall provide the Performance Security within the

period expiring on the 30 (Thirtieth) day from the date of issue of LOI before executing the Agreement.

3.21.2 Till such time the Bidder provides to Contracting Authority the Performance Security, the Bid Security shall remain in full force and effect. The Performance Security shall remain in force and effect up till six (6) months after the expiry of the Agreement Period as defined in the Agreement. The Bid Security of the Selected Bidder shall be returned on submission of the Performance Security by the Bidder.

3.21.3 Failure of the Bidder to comply with the requirements of Clause 2.24 and 2.25 shall constitute sufficient grounds for the nullification of the Agreement and forfeiture of the Bid Security.

### **3.22 Return of the Proposal and Bid Security**

3.22.1 The Bid Security shall be returned, to unsuccessful Bidders. In addition to the above, the Contracting Authority will promptly release all Bid Securities in the event the Contracting Authority decides to terminate the bidding process/proceedings or abandon the Project.

## **SECTION 4**

### **EVALUATION PROCESS**

#### **4.1 Opening of Proposals**

- 4.1.1 The Contracting Authority would open the PART 1: Qualification Proposal at **19<sup>th</sup> July, 2017 at 11:30 AM.**
- 4.1.2 The PART 2: Financial Proposals will remain sealed and unopened in the possession of the Contracting Authority until the PART 1 of the proposals has been evaluated and checked for its responsiveness to the RFP.
- 4.1.4 The Contracting Authority will subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out in this Section

#### **4.2 Evaluation of Qualification Bid**

- 4.2.1 In Stage I of Proposal Evaluation, the “Qualification Bid” as stated in Clause 3.6.2 submitted by the Bidders shall be checked for compliance with the requirements of the RFP and eligibility to bid. Prior to evaluation of Financial Proposals, the Contracting Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:
  - (a) The Proposal should be submitted with all the requirements of Qualification Bid as stipulated in Clause 3.6.2.
  - (b) The Proposal is received by the Proposal Due Date including any extension thereof pursuant to Clause 3.11.2.
  - (c) The Proposal is signed, sealed and marked as stipulated in Clauses 3.10.
  - (d) The Proposal contains all the formats specified in this RFP.
  - (e) The Proposal contains all the information in Formats as specified in this RFP.
  - (f) The Proposal meets the eligibility criteria as set out in Clause 3.4.3.2.
  - (g) The Proposal contains the appropriate bid security documents as specified in Clause 3.9.
- 4.2.2 The Contracting Authority reserves the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Contracting Authority in respect of such Proposals.
- 4.2.3 In case the Bidder is a Consortium, the Aggregate of Technical Capacity and Financial Capacity of at least two of its members, who have an equity share

of at least 25% (twenty five per cent) in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

- 4.2.4 Notwithstanding anything mentioned to the contrary in the RFP, the Contracting Authority reserves the right to reject any/all bids and/or the selection process even after opening of Qualification Proposal.

### 4.3 Evaluation of Financial Bid

- 4.3.1 The Contracting Authority will open sealed Envelope containing 'Financial Bid' of only those Bidders, who qualify as per Clause 4.2.
- 4.3.2 The Financial Bid should be furnished clearly indicating the bid percentage in both figures and words and signed by Bidder's authorized signatory. In the event of any difference between figure and word, the amount indicating in words shall be taken into account.
- 4.3.3 The Financial Bids are invited for the Project on the basis of the lowest percentage quoted for the asset value (the "Bid Amount") required by the Bidder for implementing the Project. The Bid Amount shall constitute the sole criteria for evaluation of Financial Bids.
- 4.3.4 The Financial Bid of the Bidder should take into consideration all the expenses incurred or likely to be incurred for the operation of Services across the State. The expenses shall include the total expenditure in maintenance of Biomedical Equipment according to the specifications provided, fitting it with specified Equipment; the capital expenditure for the Centralised Call Centre like hardware, software, furniture, fixture etc; expenses incurred for developing/ obtaining standard operating protocols and procedure documents; district mapping; and any other related costs, should also be included. The recurring expenses shall include Centralised Call Centre staff salary, rent of premises where Centralised Call Centre is situated, Service staff salary, maintenance cost of test equipment, running cost for vehicles, cost of consumables and tools, mobile telephone expense, fuel expenses, training, maintenance of service centers including, telephone, power, water, air conditioning charges, and any other recurring expenses and all other related cost and expenses, should also be included.
- 4.3.5 The Financial Bid should be inclusive of all applicable taxes other than the Service Tax. Service Tax, if any, shall be payable by the Contracting Authority as per the prevailing rate on the date of invoice. **Service tax will be paid to service provider at the prevailing rates. It will be the responsibility of service provider to deposit the service tax as per applicable rules.**

- 4.3.6 The Bidder who quotes the lowest Bid in percentage shall be declared as the Selected Bidder (the "Selected Bidder").
- 4.3.7 After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Contracting Authority to the Selected Bidder.

#### **4.4 Clarifications for the Purpose of Evaluation**

- 4.4.1 To facilitate evaluation of Proposals, the Contracting Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, the Contracting Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 4.4.2 At any point in time during the bidding process, if required by the Contracting Authority, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Contracting Authority. The Contracting Authority or appointed advisers can verify the facts and figures quoted in the proposal. The Contracting Authority reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

#### **4.5 Contacts during Bid Evaluation**

- 4.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Contracting Authority makes official intimation of award/rejection to the Bidders. While the bids are under consideration, the Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Contracting Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

#### **4.6 Tie Bidders**

- 4.6.1 In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidder ("Tie Bidders"), the Contracting Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

## SECTION 5

### **FRAUD AND CORRUPT PRACTICES**

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the Contracting Authority may reject a bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Bidder, as the case may be, if it determines that the Bidder or Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Contracting Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Contracting Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 5.2 Without prejudice to the rights of the Contracting Authority under Clause 5.1 herein above and the rights and remedies which the Contracting Authority may have under the LOI or the Agreement, or otherwise if a Bidder or Bidder, as the case may be, is found by the Contracting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice during the Bidding process, after the issue of the LOI or the execution of the Agreement, such Bidder or Bidder(s) shall not be eligible to participate in any tender or RFP issued by the Contracting Authority during a period of 2 (two) years from the date if such Bidder or Bidder(s), as the case may be, is/are found by the Contracting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practices, as the case may be.
- 5.3 For the purposes of this Section 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Contracting Authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of

the Contracting Authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Contracting Authority in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process;
- (c) “coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding process;
- (d) “Collusive Practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Contracting Authority , designed to influence the action of any party in the Bidding process;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Contracting Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process; or (ii) having a Conflict of Interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process.

## SECTION 6

### **PRE-BID CONFERENCE**

6.1 Pre-bid conferences of the interested Bidders shall be convened on [03/07/2017](#), at 11:00 am, at Conference Hall, [State Institute of Health & Family Welfare training Centre, Parimahal, Kasumpti, Shimla - 17009 Himachal Pradesh](#), A maximum of three representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.

6.2 During the course of pre-bid conference(s), the interested Bidders will be free to seek clarifications and make suggestions for consideration of the Contracting Authority. The Contracting Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding process.

## **SECTION 7**

### **MISCELLANEOUS**

- . 7.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts in the state of Himachal Pradesh and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.
- . 7.2 The Contracting Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - . (a) cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
  - . (b) consult with any Bidder in order to receive clarification or further information;
  - . (c) retain any information and/ or evidence submitted to the Contracting Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - . (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- . 7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Contracting Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.
- . 7.4 In case of breach of any terms and conditions of RFP as well as agreement the contract shall be liable to be terminated and in that event the performance Security shall be forfeited.
- . 7.5 Concessional agreement with the service provider would be executed separately.
- . 7.6 The mapping/verification of inventory by the service provider would be verified to the satisfaction of the authority.



**APPENDICES**

**SECTION 8**

**FORMATS FOR PROPOSAL SUBMISSION**

**FORMAT 1 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 Supplier across all districts in State of Himachal Pradesh that would be accessible through a 24-hour number (Centralized Call Center).

Dear

Sir/Madam,

With reference to your RFP document 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 Contracting 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 Contracting 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 Contracting 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 Himachal Pradesh, any other State

Government or Government of India from participating in any project, and the bar does not subsists 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 satisfy(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 contracting 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 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 Contracting Authority of the same immediately.

I/ We understand that the Selected Bidder shall incorporate a Company under the Companies Act, 1956 (SPV) 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 Contracting 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 Contracting Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.

I/We offer a Bid Security of Rs. 5,00,000/- (Rupees five lakhs only) to the Contracting Authority in accordance with the RFP Document.

The Bid Security in the form of a demand draft/ Bank Guarantee is attached.

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 Proposal Due Date 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 Contracting 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:

Place:

Yours faithfully,

(Signature of the  
Authorized signatory)

(Name & Designation of the Authorized signatory)

Name & Seal of the Bidder/ Lead Member

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

**FORMAT 2**

**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 across all districts in Himachal Pradesh that would be accessible through a 24-hour number.” (the “Project”), including signing and submission of all documents and providing information / responses to [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh, 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.

**FORMAT 3 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 [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh (the Contracting Authority) has invited bids from interested parties for “providing 24 x 7 Biomedical Equipment Maintenance Services through Supplier across all districts in Himachal Pradesh that would be accessible through a 24-hour centralized number” for a specified Agreement Period.

Whereas, M/s \_\_\_\_\_, M/s \_\_\_\_\_, 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 contracting 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 contracting 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 Contracting 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 Contracting 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) Note:-

- 1.
- 2.
- 3.

**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

**FORMAT 4**  
**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 abandoned any work for the Government of Himachal Pradesh 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 been debarred/blacklisted by Government of Himachal Pradesh, 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 convicted in matters relating to security and integrity of the country
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Contracting Authority or corporation to furnish pertinent information deemed necessary and requested by [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the [Mission Director, National Health Mission, Himachal Pradesh](#).

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

**FORMAT 5 ANTI-COLLUSION CERTIFICATE**

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

**ANTI-COLLUSION CERTIFICATE**

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 this .....Day of .....201\_.

Name of the Bidder.

Signature of the Authorized Representative

Name of the Authorized Representative

Note:

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



**FORMAT 6 PROJECT UNDERTAKING**

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

Date

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Subject: Proposal providing 24 x 7 Comprehensive Maintenance Services across all districts in Himachal Pradesh that would be accessible through a 24-hour centralized number.**

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project issued to us by the [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh.

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 of .....201\_.

Name of the Bidder

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.

## FORMAT 7 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

And

\_\_\_\_\_ (hereinafter referred as" \_\_\_") , and having office at **(Insert : Address)**, India party of the fourth part

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

WHEREAS the [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh, has invited Qualification Proposal and Financial Proposal from entities interested in "Providing 24 x 7 Biomedical Equipment Maintenance Services across all districts in Himachal Pradesh that would be accessible through a 24-hour number (Centralised 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 SPV shall become effective;
  - b. Party of the Second Part shall be the \_\_\_\_\_.
  - c. Party of the Third Part shall be the \_\_\_\_\_.
  - d. Party of the Fourth 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. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
  - First Party:
  - Second Party:
  - Third Party :
  - Fourth Party :
6. The Parties commit that that the Members, including the Lead Member, whose Technical Capacity and Financial Capacity is evaluated for the purposes of qualification under this RFP, shall hold at least 26 (may be changed as per state government/corporation/society procurement rules) (twenty six per cent) of the subscribed and paid up equity of the SPV and all other Members shall hold at least 10% (ten percent) (may be changed as per state government/corporation/society procurement rules) each of the subscribed and paid up equity of the SPV for the entire Agreement period; provided that the Lead Member of the consortium shall at all times hold equity share capital of the SPV higher than the share capital held by any other member of the consortium.
7. The Parties undertake that all the members of the consortium acknowledge and agree that they shall collectively, hold at least 51% (fifty one per cent) (may be changed as per state government/corporation/society procurement rules) of the subscribed and paid up equity of the SPV at all times until the end of Agreement Period.
8. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.
9. That this MoU shall be governed in accordance with the laws of India and courts in Hyderabad 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)

Party of the fourth 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 notarised 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.

## **FORMAT 8 BOARD RESOLUTIONS FOR BIDDING ENTITIES**

### 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 [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Supplier across all districts in Himachal Pradesh that would be accessible through a 24-hour Centralised 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 authorised 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 with , and (name and address of the Consortium members) for joint submission of bids to the [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh 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 authorised to enter into an MoU with the consortium members and execute a power of attorney in favour of to act as the Lead Member.

## **FORMAT 9 UNDERTAKING FOR INDIVIDUAL MEMBERS**

On the Letter head of the Legal Entity

### **Format for Lead Member**

I/We hereby agree to join the consortium with , and (name and address of the consortium members) for joint submission of bids to the [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Supplier across all districts in Himachal Pradesh that would be accessible through a 24-hour Centralised 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 authorise 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 hereby agree to join the consortium with, and (name and address of the consortium members) for joint submission of bids to the [Mission Director, National Health Mission, Himachal Pradesh](#), Government of Himachal Pradesh for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Supplier across all districts in Himachal Pradesh that would be accessible through a 24-hour Centralised 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 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 authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Member.

**FORMAT 10 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 Organisation	
Name of Organisation	
Type Legal Entity	
Year of Incorporation/ registration	
Name of the Contracting 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.	
<b>Current areas of operation – specify (Names of the Districts/ Hospitals).</b>	
Number of Service Centres	Note 4
Number of Hospital Contracts	

Number and type of equipment repaired through Service Centres	
Number of Centralized Call centers (CCCs) / call centre 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 Supplier that would be accessible through a 24-hour Centralised 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.

The members, including the Lead Member, of the consortium whose experience is evaluated for the purposes of qualification under this RFP, shall hold at least 26% (twenty six per cent) (may be changed as per state government/corporation/society procurement rules) of the subscribed and paid up equity of the SPV for the entire term of Agreement, provided that the Lead Member of the consortium shall at all times hold equity share capital of the SPV higher than the share capital held by any other member of the Consortium in the SPV.

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



Certificate from the Government Contracting Authority / Statutory Auditor regarding Qualification experience			
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 Clients			
Number of Call Bidders at the CCC / Call centre.			
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 Contracting Authority from the State/Country in which the Services as desired in Bid document are operational.

### FORMAT 11 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 Maintenance	Equipment Operation	Call Centre Operation Others (specify)
Duration of Medical Equipment Maintenance Operation	Profile of staff: 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 centre 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: (Including number of equipment repaired per annum on an average)			
Brief description of the actual services provided:			
Service Centre Details: Number and description:			

**SECTION 9**  
**CHECKLIST FOR THE BIDDERS**

Name of the Bidder (Sole Individual/Consortium): \_\_\_\_\_

<b>S. No.</b>	<b>Activity</b>	<b>Yes/No/NA</b>	<b>Page No. in the Tender Document</b>	<b>Remarks</b>
1.	Enclosed EMD of required amount for the Project.			
2.	Format 1; Covering letter for Proposal submission.			
3.	Format 2: Power of Attorney for Signing of proposal.			
4.	Format 3: Power of Attorney for Lead Member of Consortium.			
5.	Format 4: affidavit (Non-Conviction).			
6.	Format 5: Anti-Collusion Certificate.			
7.	Format 6: Project Undertaking.			
8.	Format 7: Memorandum of Understanding (MoU).			
9.	Format 8: Board Resolutions for Bidding entities.			
10.	Format 9: Undertaking for Individual Members.			
11.	Format 10: Information Regarding Bidder.			
12.	Format 11: Details of Eligible Experience.			