

**REQUEST FOR PROPOSAL**  
**FOR**  
**HIRING OF SERVICE PROVIDER FOR BIOMEDICAL**  
**EQUIPMENT MAINTENANCE**  
**Govt. of UTTAR PRADESH**

**TENDER NO.** \_\_\_\_\_ **RFP\_788** \_\_\_\_\_

**ADDRESS:DIRECTORATE GENERAL MEDICAL HEALTH**  
**SWASTHYA BHAWAN KAISERBAGH LUCKNOW**  
**PIN 226001**

**PHONE:0522-2625809**

**URL: <https://www.uphealth.up.nic.in>**

**EMAIL:cmsd.dghealth@gmail.com**

**department of Medical, Health & Family Welfare**  
**Government of Uttar Pradesh**

**Management of Biomedical Equipment Maintenance Project in Uttar Pradesh**

**AGREEMENT**

between

**Principal Secretary, Medical Health & Family Welfare U.P**

and

**The Selected Bidder**

This Agreement is entered into on this the << day of Month >>, 2016 by and between

1. Governor of Uttar Pradesh, acting through the Principal Secretary, Medical Health and Family Welfare, Uttar Pradesh (hereinafter referred to as “the Authority” which expression shall unless repugnant to the context or meaning thereof include its successors in office) of the First Part,
2. <<Agency Details and registration details>> registered under the provisions of <<Registered as Organizational type details>>, having its registered office at <<Address>> (hereinafter referred to as the “Selected Bidder” and " Service Provider which expression shall unless repugnant to the context or meaning thereof include its successors) of the Second Party .

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

Whereas the Department of Health & Family Welfare, Government of Uttar Pradesh , has invited Qualification Proposal and Financial Proposal from entities interested in “Providing Biomedical Equipment Maintenance Services across UTTAR PRADESH 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 Second Party shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Second Party hereby undertake to perform the roles and responsibilities of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;
3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
5. That this Agreement shall be governed in accordance with the laws of India and courts in Lucknow 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 Agreement 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 Agreement 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 favor of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

## ARTICLE 1 – OBJECTIVE OF THIS AGREEMENT

The objective of this Agreement is to manage maintenance of all biomedical equipments in all districts of state of UP. The services will be coordinated through a Centralized Call Centre located in Lucknow, Uttar Pradesh.

## ARTICLE 2 – ENGAGEMENT OF THE SERVICE PROVIDER

1. Subject to the terms and conditions contained in this Agreement, the Authority hereby engages the Service Provider and the Service Provider hereby accepts the engagement to manage maintenance of all biomedical equipments in all districts of state of UP.
2. The services to be provided and the work to be undertaken by the Service Provider under the Project shall, inter- alia, include:
  - (a) Maintenance activities conducted on all Biomedical equipment.
  - (b) Setting up Customer Care Centre to accept calls for fault registration.
  - (c) Recruitment of trained engineering and administrative human resource.
  - (d) Provide Equipment Management Information System.
  - (e) To provide categorization of all equipment, clearly identifying critical equipment.
  - (f) Provide preventive and corrective maintenance for all 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.
3. The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given 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.

## ARTICLE 3 – DURATION OF THIS AGREEMENT

This Agreement, unless otherwise terminated, project duration will be for period of 3 years from effective date, however agreement will be signed with selected bidder for 3 year and agreement will be renewed every year on successful completion of project for 2 more years. The process of agreement renewal will be initiated 3 months prior to agreement end date.

## ARTICLE 4 – AREA OF OPERATION

The Service Provider shall provide the maintenance services of biomedical equipments of all PHCs,CHCs,Sub district hospitals and district level hospital of all districts of UP.

## ARTICLE 5 – COMMENCEMENT OF SERVICES

1. The service provider shall repair all dysfunctional equipment within four months of the date of commencement of the Contract work (which would be within 3 months from the date of signing of the contract).
2. All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to the Government with reasons for each equipment beyond repair.
3. In such case Government reserves the right to cross verify the equipment to ascertain.
4. 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.
5. To provide 24x7, 365 days uptime of 95% for all medical equipment in all government hospitals situated at District Headquarter, 90% for Sub Districts Hospital /CHCs and 80% for PHCs. 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

## ARTICLE 6 – CONSIDERATION AND PAYMENT TO SERVICE PROVIDER

1. The fee shall be inclusive of all taxes other than Service Tax. Service Tax, if any, shall be payable by the Authority at the prevailing rate.
2. The Fee shall be paid by the Authority on the calendar month basis. The monthly Fee shall be based on values derived from financial proposal submitted by the Selected Bidder.
3. The Fee payable for the first calendar month after the Commencement Date shall be calculated on pro-rata basis from the Commencement Date to the end of said calendar month.
4. The Service Provider shall be required to submit invoices by 7th (seventh) day of Every month to implementing Authority, for the previous month, along with a declaration stating that it has performed all the activities and tasks envisaged under this Agreement. The invoices shall be supported by monthly reports as specified in the Agreement and such other reports or documents as may be requested by the Authority from the service provider (SP) from time to time.
5. 90% of invoice amount shall be processed for payment by implementing authority on receiving the monthly invoices along with with all monthly report as required by the Implementing Authority.
6. The invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be signed by nodal person of hospital looking after the equipment and countersigned by head of the hospital (MOIC/ Superintendent/CMS)
7. Remaining 10% shall be processed after further verifications based on the verification systems adopted by implementing authority.
8. The Fee shall be paid by the Authority to the SP upon verification of the invoices and claims of the SP within 30 ( t h i r t y ) days from the date of receipt of t h e invoice and after

deducting: (i) any TDS or other taxes as required to be deducted under the Applicable Law, (ii) any penalties, that may be imposed by Authority (iii) any amounts recoverable by Authority from the SP / Selected Bidder under this Agreement. The Authority may ask performance audit report from SP.

9. The Authority at its discretion may appoint any other external agency for verifying invoices / claims, monitoring of processing and handling the disbursement of Fee or any other amount payable to the SP under this Agreement.
10. Annual escalation of 5% simple interest will be applicable on every yearly renewal, on the rates of previous year. For example if the quoted amount by bidder is 8% (which is the rate for the first year) the rate for the second year will be 8.4%(5% of 8 is 0.4)
11. In case, the Authority is not able to pay the Fee to the SP within the stipulated time, it shall be liable to pay the SP an interest 0.1% (zero point one per cent) on the unpaid amount for each day's delay, subject to the maximum of 40% of the unpaid monthly amount.
12. Notwithstanding any verification made by the Authority or any external agency, if the invoices or claims made by the SP are found to be incorrect, the SP shall be liable to refund to Authority three times of the amount wrongly invoiced or claimed. This shall be without prejudice to the rights of the Authority to treat the SP to be in material breach of this Agreement and proceed against the SP as specified in this Agreement.
13. Notwithstanding anything mentioned to the contrary herein, the Authority shall have the right to adjust the penalties imposed / levied / charged on the -SP under this Agreement from the monthly Fee payable to the -SP. In case any amount of penalty remains unrecovered after adjustment of penalty amount from the monthly Fee, then the Authority shall be entitled to recover the remaining balance of the penalty from the Performance Security. If any amount is recovered from Performance Security under this Article, SP shall replenish the performance Security with the same amount.

## ARTICLE 7 – PROJECT FACILITIES

1. “Project Facilities” shall mean and include all assets including the bio-medical equipments, accessories, Centralized Call Centre including but not limited to the hardware and software thereof, database and other materials used for the work and operation under this Agreement.
2. Ownership of all the Project Facilities (except the Centralized Call Centre including the hardware and software thereof during the Agreement Period) for the purposes of the implementation of the Project shall vest with the Authority.
3. Ownership as well as property rights of the database generated from Centralized Call Centre during the Agreement Period shall vest exclusively with the Authority.
4. The SP has no right, title or interest or any form of ownership rights over any of the Project Facilities (except the Centralized Call Centre including the hardware and software thereof during the Agreement period). It is hereby clarified that the Service Provider shall not get any right, title or interest in the equipment and material provided by Authority

under this Agreement and the Service Provider has no right to create any right, interest or title or any Encumbrance in relation to the Project Facilities (except the Centralized Call Centre including the hardware and software thereof) in favour of any third party.

5. The Service Provider shall ensure that all the equipments and the Centralized Call Centre equipment and technology including software and database except for the Manpower that are procured for the purpose of project implementation of the Project, shall be transferred, upon the expiry or earlier termination of the Agreement, to the Authority without any limitation and any additional burden, financial or otherwise on the Authority.
6. The Service Provider shall bear all costs and expenses relating to obtaining any user license in favour of the Authority or for ensuring the due transfer of the equipment, software and technology to the Authority upon the expiry or earlier termination of this Agreement. The licenses should have a validity of at least 1 (one) year beyond the date of expiry or early termination of the Agreement. The Service Provider shall ensure that all warranties and/or guarantees that may be valid and existing at the time of expiry and/or earlier termination of this Agreement are also transferred to the Authority with the relevant equipment hardware/software and/or technology, as the case may be without any cost whatsoever to the Authority.

#### ARTICLE 8 – MANPOWER

1. The Service Provider acknowledges that it shall appoint and recruit Manpower and impart adequate training to the Manpower for performance of all its the obligations in accordance with the terms, conditions and covenants set forth in this Agreement for the project. The Manpower appointed or hired for the project shall be the employees of the Service Provider and the Authority will not be liable for any acts of omission/ commission vis-à-vis the Manpower appointed or hired by the Service Provider.
2. The Service Provider shall be responsible to comply with all applicable labour legislation in respect of the Manpower appointed or hired by the Service Provider in respect of execution and implementation of the Project and shall indemnify and keep indemnified the Authority for any claim, action or demand whatsoever in that regard.

#### ARTICLE 9 – REVIEW OF PROJECT

The review of Biomedical Medical Maintenance project to be provided by the Service Provider under this Agreement shall be done in the following three levels:

1. State Level:
  - (a) The Executive Committee (EC) of State Health Society, National Health Mission, Uttar Pradesh will review the services of the SP on a quarterly basis. A separate agenda will be put-up before EC for decision on the implementation issues and bottlenecks. The EC will address implementation bottlenecks and shall be the final authority to consider any revision arising out of changes in the policy, structure of the services, etc.

- (b) The Director General, Medical and Health services will monitor and review the services of the SP under this Agreement on monthly basis and will provide required assistance to the SP for smooth implementation of the project.

2. District Level:

- (a) District Health Society (DHS) under the Chairmanship of District Magistrate will review the services of the Service Provider under this Agreement in the district on a quarterly basis and may submit recommendations to EC for the approval/directions.
- (b) The Chief Medical Officer, of the respective District, will be responsible for the smooth implementation of the project in the district and review and verify the services of the Service Provider under this Agreement on monthly basis.
- (c) The Service Provider shall ensure their appropriate representation during the review meetings if asked by the CMO.

3. Block Level:

The Medical Officer In-charge of the Block PHC would be the nodal officer for project at its Block. The Medical Officer In-charge will assist the DHS in monitoring and supervision of project to be provided by the Service Provider under this Agreement.

4. Health Facility level:

Incharge of health facilities will be responsible for verification report of every maintenance activity done in their hospital/centre. Verification report shall be signed by nodal person of hospital looking after the equipment and countersigned by head of the hospital (MOIC/ Superintendent/CMS). A copy of the countersigned report shall be kept with in the hospital and two copies shall be handed over to the SP.

**ARTICLE 10 – COVENANTS OF THE SERVICE PROVIDER AND THE  
SELECTED BIDDER**

- 1. The Service Provider agrees and undertakes to render services as mentioned in this Agreement and comply with other provisions of this Agreement with regularity throughout the Agreement Period.
- 2. Subject to the provisions of this Agreement, the Service Provider shall be responsible for keeping all biomedical equipments in working condition.
- 3. Within 3 months from the signing of agreement and subject to the provisions of this Agreement, the Service Provider shall be responsible to establish, procure, operate, manage and maintain the exclusive Centralized Call Centre.
- 4. Develop suitable solution including computer technology, voice logger system, Computer Aided Dispatch (CAD) and mobile communication systems.



5. The Service Provider shall develop and provide the application software for the Project and the hardware components. The Service Provider shall also update the software periodically as per the requirement. Any hardware which requires replacement/upgradability with respect to the latest technological advancement, which in turn enables to make the medical and healthcare services under this Agreement faster and more efficient, shall be done by the Service Provider during the Agreement period at its own cost.
6. To provide 24x7, 365 days uptime of 95% for all medical equipment in all government hospitals situated at District Headquarter, 90% for Sub Districts Hospital /CHCs and 80% for PHCs. 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.
7. The Service Provider shall duly maintain such records including log books as the Authority may require and furnish the same to the Authority in such manner and in such form as may be prescribed by the Authority.
8. The Service Provider agrees that it shall cooperate and shall be obliged to give all the requisite information and details to the Authority or any other designated representative of Authority for the purpose of verification of its claims.
9. The Service Provider agrees and undertakes to render services incidental to the scope and conditions of work as contained in this Agreement without any extra charges or payment; Provided that the quantum of such extra work does not result in extra expenditure to the Service Provider.
10. The Service Provider hereby covenants that it shall at all times during the Agreement Period maintain such displays, promotional material and/or messages as may be directed or approved by Authority free of cost.
11. The Service Provider acknowledges and accepts that the technology and software that shall be financed, procured and/or developed by the Service Provider during the Agreement Period shall be provided to the Authority, free of cost, in accordance with the provisions of this Agreement, for the purposes of using the said software for the project.
12. The Service Provider agrees that it shall ensure and shall not contest that all rights and interests of the Service Provider in and to the Project vest in the Authority during and after the Agreement Period without any further act or deed on the part of the Service Provider or Authority.
13. The Service Provider hereby covenants that it shall duly maintain the Project Facilities free and clear of all liens, claims, and Encumbrances and it shall not at any time create any charge, lien or Encumbrances whatsoever over the Project Facilities in favour of any other person. The Service Provider shall maintain the Project Facilities in good condition.
14. Service Provider hereby covenants that it or its Manpower shall not use the Project

Facilities for any purpose other than for the purposes of this Agreement.

15. A toll free phone number that connects to the CCC should be acquired by the Service Provider
16. The Service Provider shall at its costs, charges and expenses perform its obligations under this Agreement for execution and implementation of the Project and providing Project Facilities, in accordance with this Agreement, Applicable Laws and Applicable Permits.
17. The Service Provider hereby covenants to undertake IEC/IPC activities, promotion and advertisement of and the Centralized Call Centre to create awareness among the hospital staff.
18. All major and minor maintenance, servicing and replacement of spares and equipments shall be the responsibility of the Service Provider.
19. The Service Provider shall ensure that the staffing norms mentioned in the agreement are adhered to and reported to Authority or any other agency appointed by the Authority in that behalf.
20. The Service Provider shall provide online access information to the office of the Principal Secretary (Medical, Health and Family Welfare), Mission Director - National Rural Health Mission and Director General Medical and Health Services.
21. The Service Provider agrees that Authority or its representative shall at all times have access to all the data pertaining to the Project and the Project Facilities.
22. The Service Provider shall at all times provide to the representatives of the Authority, access to the Project Facilities including the Centralized Call Centre to review the progress of the operation of the services under this Agreement and to ascertain compliance with any of the requirements of this Agreement;
23. Provided that non-inspection by the Authority of any Project Facilities shall not, in relation to such Project Facilities, (i) amount to any consent or approval by the Authority nor shall the same be deemed to be waiver of any of the rights of the Authority under this Agreement; and (ii) release or discharge the Service Provider from its obligations or liabilities under this Agreement in respect of execution and implementation of the Project.
24. The Service Provider shall submit all the monthly reports as per Agreement and such other reports or documents as may be requested by the Authority from the Service Provider from time to time.
25. The Service Provider shall duly ensure that it will follow the Good Industry Practices in execution and implementation of the Project.

#### ARTICLE 11 – COVENANTS OF THE AUTHORITY

1. The Authority shall be responsible for payment of the Fee as per provision

mentioned in Article 6 of this Agreement.

2. The Authority shall provide appropriate assistance in implementation of the Project.
3. The Authority shall be responsible for the monitoring and evaluation of the Project and Project Activities.
4. The Authority will instruct the District Health Society to provide all necessary assistance to the Service Provider and coordinate the smooth implementation and operation of the Project in the respective District.
5. The Authority may also constitute a High Powered Committee to provide policy direction, assistance and regulations for the implementation and operation of the Project.

#### ARTICLE 12 – PERFORMANCE SECURITY

1. To ensure due and satisfactory performance of its obligations under this Agreement, the Service Provider has, before the execution of this Agreement, furnished a performance security in the form of an irrevocable bank guarantee (in the format specified) from a Scheduled Bank details of which are given below:
  - (a) Name of issuing Bank—
  - (b) Amount of Bank Guarantee - Rs.5.00 crores (Rupees Five Crore) only
  - (c) Date of issue-
  - (d) In favor of – Director General, Medical and Health Services, GoUP
  - (e) Validity period - six months after the expiry of the Agreement Period.
  - (f) Encashable and enforceable at Lucknow
2. The Performance Security shall be maintained and shall be available for the Authority to enforce in case of any failure or default on the part of the Service Provider in performing its obligations under this Agreement or otherwise to meet any claim against the Service Provider or any other reason including but not limited to recovery of penalties, excess payments made previously and non- performance (by the Service Provider) that causes financial loss to the Authority.
3. The Service Provider shall be liable to restore/ replenish the Performance Security to the full amount in case of part encashment/ invocation of the same by the Authority. This shall be done within 30 (thirty) days of any such part encashment/ invocation. Failure of the Service Provider to provide a valid Performance Security and/or restore / replenish and maintain the Performance Security in accordance with this Article 13 shall entitle the Authority to forthwith terminate this Agreement.

#### ARTICLE 13 – APPOINTMENT OF COMMITTEES, AGENCIES, ETC.

1. Authority at its discretion may constitute committees or appoint external agencies for the monitoring of performance, processing and verifying invoices/claims, handling disbursement of funds, etc.
2. Authority may from time to time appoint and reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the Service Provider and undertake various studies, investigation, inquiries, verifications, etc. as may be considered appropriate.

## ARTICLE 14 - REPRESENTATIONS AND WARRANTIES

1. The Service Provider represents and warrants that:
  - (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration;
  - (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
  - (d) it has the requisite standing and capacity including to undertake the work under this Agreement;
  - (e) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - (f) all the information furnished in the Proposal is, and shall be, true and correct as on the Effective Date and the balance sheet and profit and loss account of the Service Provider for its every accounting years after the Effective Date furnished to the Authority shall give true and fair view of the affairs of the Service Provider;
  - (g) it shall furnish a copy of its audited accounts within 120 (one hundred twenty) days of the close of its every accounting year after the Effective Date and any material change subsequent to the date of such accounts shall be notified to the Authority by the Service Provider within thirty (30) days of its occurrence and warrants that the accounts and the information furnished as aforesaid shall be true and correct;
  - (h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;
  - (i) there are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under this Agreement or which individually or in the aggregate may result in any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;
  - (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any adverse effect or impairment of the Service Provider's ability to perform its obligations and duties under this Agreement;

- (k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;
  - (l) No representation or warranty by the Service Provider contained herein or in any other document furnished by it to the Authority, or to any Governmental Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
  - (m) it warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith; and
  - (n) it shall duly renew and maintain Performance Security at all times up till six months after the expiry of the Agreement Period in full force and effect in accordance with the provisions of this Agreement.
2. The Service Provider undertakes to observe the highest standard of ethics during the performance of its obligations under this Agreement without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set forth below shall have the meaning assigned to them as follows:
- (a) “Corrupt Practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
  - (b) “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (c) “Collusive Practices” means a scheme or arrangement between two or more Service Providers, with or without the knowledge of Authority, designed to influence the action of any party in the procurement process or execution of the contract;
  - (d) “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of the contract;
  - (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the 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 applicants/ bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

3. The Service Provider acknowledges that prior to the submissions of the Proposal, the Selected Bidder had after a complete and careful examination made an independent evaluation of all the information provided by the Authority and had determined to the Selected Bidder's satisfaction the nature and extent of such difficulties, risks and issues as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder.
4. The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider.

#### ARTICLE 15 – FORCE MAJEURE

1. As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in the State of any or all of Non-Political Event, Indirect Political Event and Political Event respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the Affected Party.
2. Non-Political Event: A Non-Political Event shall mean one or more of the following acts or events:
  - (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion;
  - (b) strikes or boycotts (other than those involving the Service Provider or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting 102 NAS and/or any of the Project Facilities for a continuous period exceeding 7 (seven) days in an accounting year, and not being an Indirect Political Event;
  - (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Service Provider in any proceedings for reasons other than (i) failure of the Service Provider to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority; or
  - (d) any event or circumstances of a nature analogous to any of the foregoing.
3. Indirect Political Event: An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
  - (b) any Indirect Political Event that causes a Non-Political Event; or
  - (c) any event or circumstances of a nature analogous to any of the foregoing.
4. Political Event: A Political Event shall mean one or more of the following acts or events by or on account of any Government instrumentality:
- (a) compulsory acquisition in national interest or expropriation of any Project Facilities or rights of the Service Provider;
  - (b) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Service Provider to perform its obligations under this Agreement;  
Provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; and
  - (c) any event or circumstance of a nature analogous to any of the foregoing.
5. Upon occurrence of a Force Majeure Event, the Service Provider shall by written notice report such occurrence to the Authority within 48 hours from such occurrence. Any notice pursuant hereto shall include full particulars of:
- (a) the nature and extent of each Force Majeure Event which is the subject matter for any claim for relief under this Article with evidence in support thereof;
  - (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or shall have on the Affected Party's performance of its obligations under this Agreement;
  - (c) the measures which the Affected Party is taking or proposes to take for mitigating the impact of such Force Majeure Event; and
  - (d) any other information relevant to the Affected Party's claim.
6. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it has notified the other Party of the occurrence of the Force Majeure Event forthwith and in any event not later than 48 hours after the Affected Party knew, or ought reasonably to have known, of its occurrence.
7. For so long as the Affected Party continues to claim to be materially affected by such

Force Majeure Event, it shall provide the other Party with regular reports containing information of the event and such other information as the other Party may reasonably request from the Affected Party.

8. After the Effective Date, if any Force Majeure Event occurs, the dates set forth in the Schedule 2, at the sole discretion of Authority, may be extended by a period for which effect of such Force Majeure Event subsists.
9. If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, Authority may in its discretion terminate this Agreement by issuing a termination notice to the other Party without being liable in any manner whatsoever, and upon issue of such termination notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith;  
Provided that before issuing such termination notice, Authority shall inform the Service Provider and grant 15(fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period in its sole discretion issue the termination notice.
10. The non availability of the Manpower, or other Project Facilities due to repair etc. shall not be considered as Force Majeure and it shall be the responsibility of the Service Provider to arrange for appropriate alternatives to maintain the services and work as stipulated in this Agreement. It shall be entirely the obligation of the Service Provider to maintain the Manpower, Ambulances and other Project Facilities required rendering the services and working under this Agreement.

## ARTICLE - 18 TERMINATION

1. This Agreement shall terminate by efflux of time on the expiry of the Agreement Period.
2. Authority may terminate this Agreement for any of the following events of default (“Event of Default”) on the part of Service Provider:
  - (a) The Service Provider is in material breach of this Agreement and in case such breach is rectifiable and the Service Provider fails to cure such breach within a period of 10 days from the receipt of notice from Authority;
  - (b) The Service Provider transfers or creates any Encumbrance, charge or lien over any of the Project Facilities in favour of any person/agency;
  - (c) The Service Provider transfers or fails to perform any of its obligations specified under this Agreement;
  - (d) The Service Provider collects fees in any form from the Beneficiaries/users;
  - (i) The Service Provider has failed to adhere to the performance standards for the Centralized Call Centre (as mentioned in the Schedule 3 to this Agreement) and the default



continues for a period of 6 months;

- (j) The Service Provider does not maintain the Performance Security or comprehensive insurance as provided in this Agreement;
- (k) The Service Provider is adjudged bankrupt or insolvent or a trustee or receiver is appointed for the Service Provider or for any of its property that has a material bearing on the Project;
- (l) Petition for winding up of the Service Provider is admitted by a court of competent jurisdiction;
- (m) The Service Provider abandons the operations of the Project for more than 15 (fifteen) consecutive days without the prior consent in writing of Authority;

Provided that the Service Provider shall be deemed not to have abandoned such operation if such abandonment was as a result of Force Majeure Event and is only for the period when such Force Majeure Event is continuing;

or

- (n) The Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
3. Save and except as otherwise provided and without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of any Event of Default by the Service Provider, the Authority shall issue a notice to the Service Provider to cure such Default and on the failure of the Service Provider to cure such Default within 30 (thirty) days from date of issue of such notice, the Authority shall be entitled to terminate this Agreement forthwith by a termination notice to the Service Provider and the termination shall be effective from the date notified to the Service Provider.
  4. Authority shall be entitled to enforce the Performance Security and the Bank Guarantee and recover the amount due to it in respect of such claim, damages, rights or remedy without prejudice to its rights.
  5. Notwithstanding anything to the contrary contained in this Agreement, termination of this Agreement shall be without prejudice to other rights of the Authority including its right to claim and recover damages and other rights and remedies which it may have in law or under this Agreement.
  6. Notwithstanding anything contained in this Agreement, the Authority may terminate this Agreement if it is found after execution of this Agreement that Selected Bidder 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 circumstances, the Authority shall be entitled to forfeit and appropriate/ invoke the Bid Security or Performance Security, as the case may be, without prejudice to any other right or

remedy that may be available to the Authority under this Agreement.

8. Upon expiry or earlier termination of this Agreement, the Service Provider shall:
  - (a) notify Authority forthwith about the location and particulars of all Project Facilities; and (b) deliver forthwith the possession and control to Authority or any person designated by Authority of the 1972 Ambulances and other Project Facilities including the CCC equipment and software thereof but excluding manpower in working and operable condition, free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Project.
9. Notwithstanding anything contained in this Agreement, if it is found after execution of this Agreement that Selected Bidder was ineligible to participate in the Bidding process according to the provisions of RFP Part-I, Authority shall after giving fifteen days notice to the Service Provider, terminate this Agreement. In such event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be.

## ARTICLE 17 - DISPUTE RESOLUTION

### 1. Amicable Resolution:

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompleteness of the Project, between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub-clause (b) below.
- (b) In the event of any dispute between the Parties, either Party may call upon the Chief Secretary of the State of Uttar Pradesh to mediate and assist the Parties in arriving at an amicable settlement thereof. The Chief Secretary shall meet with the Service Provider not later than 15 (fifteen) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
- (c) If the dispute is not amicably resolved pursuant to the above as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the dispute shall be referred to adjudication by the arbitrators.

### 2. Arbitration:

- (a) Any Dispute, which is not resolved amicably as provided in Clause (1) of this Article 19 shall be finally decided by reference to arbitration by an arbitral tribunal of three arbitrators - one each to be appointed by the Authority and the Service Provider and the two arbitrators so appointed to appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

- (b) The arbitrators shall issue a reasoned award.
- (c) The venue of such arbitration shall be in Lucknow, Uttar Pradesh.
- (d) The Parties undertake to carry out any decision or award of the arbitrators (the “Award”) without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.
- (e) The Parties agree that an Award may be enforced against the Service Provider and/or Authority, as the case may be and their respective assets wherever situated.
- (f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

#### ARTICLE 18 - GOVERNING LAW AND JURISDICTION

1. This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Lucknow, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

#### ARTICLE 19 – INDEMNITY

1. Indemnity by the Service Provider:

- (a) The Service Provider shall indemnify and hold the Authority harmless, from any and all action, claims, suits and/or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against Authority whether that may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Agreement.
- (b) The Service Provider shall also indemnify and hold the Authority harmless from any and all actions, claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Service Provider and damage to or destruction of any property or equipment of the Service Provider arising during or as a result of the performances or non-performance of this Agreement from any cause whatsoever provided that this Article shall not apply to injury, death, damage or destruction to the extent caused by the gross negligence, default or omission of the Authority or its employees.

2. Indemnity - Third Party:

The Service Provider shall indemnify and hold the Authority harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any gross negligence, default or omission of the Service Provider or its employees.

3. Non-Compliance with Applicable Laws:

The Service Provider shall indemnify and hold the Authority harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against the Authority by reason of the failure of the Service Provider to comply fully with all Applicable Laws and Applicable Permits save to the extent such failure was caused by the gross negligence, default or omission of the Authority or its employees.

4. General Indemnity:

The Service Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the Authority arising whether directly or indirectly as a result of the breach by the Service Provider of any of the Service Provider's obligations under this Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the gross negligence, default or omission of the Authority or its employees.

Notwithstanding the termination of this Agreement, the Service Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the Authority during the subsistence of this Agreement.

5. Enforcement:

For the avoidance of doubt, nothing in this Article shall prevent or restrict a Party enforcing any obligation owed to it under this Agreement.

6. Defense:

The Authority shall promptly notify the Service Provider of any matter which may give rise to a right of the Authority to be indemnified under this Article 21.

The Service Provider may at its own cost conduct negotiations for the settlement of any claim made against it, and any litigation that may arise there from in such reasonable manner as the Authority shall from time to time approve (such approval not to be unreasonably withheld).

The Service Provider may not, however, conduct such negotiations or litigation before it has given the Authority such security as the Authority may reasonably require. The security shall be for an amount required by the Authority, which is its reasonable assessment of the amount for which it may become liable and which are the subject of the indemnities under this Article.

The Authority shall not make any admission which might be prejudicial to the Service Provider unless the Service Provider has failed to take over the conduct of the negotiations or litigation or provide security under this Article 20 within a reasonable time after having been so requested.

## ARTICLE - 20 MISCELLANEOUS

1. Priority of agreements and errors/discrepancies:

This Agreement, and all other agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement read with Schedules;
- (b) Letter of Intent;
- (c) Request for Proposal; and
- (d) all other agreements and documents executed by and between the Parties.

In-case of any discrepancy or conflict between the provisions of the above documents, the provisions of the documents mentioned prior in the above order shall prevail over the provisions of the documents mentioned subsequently in the above order.

2. Waiver:

Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

3. Entire Agreement:

This Agreement and together with the other contract documents and the Schedules constitute complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Authority and executed by the person expressly authorized by a resolution of Authority in this behalf.

4. Notices:

Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and

shall be given at the respective addresses. Letter delivered by registered post to the person designated or the purpose in writing by the concerned party from time to time.

5. Severability:

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

6. Assignment, etc.:

The Service Provider shall not assign, sub-contract or transfer its rights and obligations under this Agreement to any person, in any manner whatsoever.

7. Relationship of the Parties:

Nothing contained in this Agreement shall be construed or interpreted as constituting a joint venture, partnership or agency relationship between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Parties have entered into this Agreement on a principal to principal basis.

8. Language:

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

9. Exclusion of Implied Warranties etc.:

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement among the Parties or any representation by either Party not contained in a binding legal agreement executed by Parties.

10. Counterparts:

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

11. Address for Correspondence:

For the Authority

Director General, Medical & Health services,  
Swasthya Bhawan, Uttar Pradesh, Lucknow

For the Selected Bidder

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

SIGNED SEALED AND DELIVERED For and on behalf of  
Governor of Uttar Pradesh

By:

\_\_\_\_(Signature)

\_(Name)

Principal Secretary, Department of Medical, Health & Family Welfare,  
Government of Uttar Pradesh (Designation)

SIGNED, SEALED AND DELIVERED For and on behalf of  
(Name of the Service Provider):): By:

\_\_\_\_(Signature)

\_\_\_\_(Name)

\_\_\_\_(Designation)

In the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

SCHEDULES  
TO  
AGREEMENT

January 2014



# Schedule 1

## SCOPE AND CONDITIONS OF WORK

### 1.1 Scope of Services:

- A. Government of Uttar Pradesh seeks to engage Service Provider for Maintenance of Biomedical Equipment with an aim:
- (i) To maintain Biomedical Equipment in all public healthcare facilities up to the PHC level supported by 2 seator call center ;
  - (ii) To provide 24x7, 365 days uptime of 95% for all medical equipment in all government hospitals situated at District Headquarter, 90% for Sub Districts Hospital /CHCs and 80% for PHCs. 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.
  - (iii) Medical Equipment that are already in AMC or CMC. The service provider shall administer the contract on behalf of Authority. For this purpose, the service provider shall take authorization from services providers for the respective equipment for which AMC/CMC may be in existence.
  - (iv) For Medical Equipment that is currently under warranty. The service provider shall administer all maintenance activities on behalf of the Authority for the entire duration.  
For all medical equipment that is under any form of AMC/CMC/Spares agreement or under warranty, the state health department shall not be renewing the equipment specific maintenance contracts.
  - (v) The maintenance service provider 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 service provider(s) is valid for the respective equipment. The maintenance service provider may choose to take authorization for doing maintenance such equipment from existing AMC/CMC contract holder(s).
  - (vi) Maintenance costs for equipment that are currently in any AMC/CMC/warranty Contract shall be added by the service provider only after the expiry of contracts for the respective equipment.
  - (viii)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.
  - (ix) The maintenance service provider shall be identifying and responding to requests seeking maintenance of all Biomedical Equipment available in the state /district/sub district up to the level of Primary Health Center (PHC) through the Maintenance Process Tracking Identification Number (MPT-IDs).
  - (x) Maintenance service provider shall establish and operate an exclusive customer care center capable of receiving calls from hospitals between 8.00 AM upto 5.00 PM on all 7 days of week

and 365 days of year, in Lucknow for accepting calls and managing the maintenance services.

## **B. Operationalization of Maintenance services will be regarded as:**

- (a) Maintenance activities conducted on all Biomedical equipment.
- (b) Setting up Customer Care Centre to accept calls for fault registration.
- (c) Recruitment of trained engineering and administrative human resource.
- (d) Provide Equipment Management Information System.
- (e) To provide categorization of all equipment, clearly identifying critical equipment.
- (f) Provide preventive and corrective maintenance for all 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. The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given 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.

## **C. Others**

- 1 The service provider shall position minimum 1 divisional level manager (a total of 18, for coordination with government authorities) at all divisional head quarters of State.
- 2 The service provider shall position minimum 36 Biomedical Engineer for overall management of project. At least 1 Biomedical Engineer shall be positioned in every division.
- 3 The CMC Service Provider shall at all times comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, all general public general and national laws and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.
- 4 The service provider shall establish a well-equipped service network and adequately staffed Centralized Call Centre (CCC). **The service provider will ensure positioning of 2 call operators for managing the calls.** For each facility, there would be a nodal officer(s) to whom a confirmation call may be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via telephonic guidance to nodal officer(s) identified on a case to case basis. Annual third party audit NABL accredited laboratory be carried out for all calibration processes provided by the maintenance service provider.
- 5 The service provider shall be responsible to operate the Centralized Call Centre 365 (complete

year) days in a year and to maintain all Biomedical Equipment in the public Healthcare facilities up to the PHC level.

- 6 The service provider shall be entitled to receive the penalty charges from the Authority for not confirming to the obligations and services as per provisions of the Agreement.
- 7 The 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. The service provider shall be responsible for the safety and occupational health of its staff involved with performance of various duties towards the fulfillment of this contract.
- 8 The Authority will be responsible for providing all necessary support to provide the access to all the Biomedical equipment available in the healthcare facilities.
- 9 The service provider 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.
- 10 **Condemnation of the Biomedical Equipment:**
  - (a) The condemnation committee appointed by the authority at the district/ state level from time to time for identification of equipment suitable for condemnation of the equipment shall have a representative of the service provider.
  - (b) A report indemnifying equipment requiring condemnation should be submitted by the Maintenance Service provider once every year (90 days before end of year) preferably before the renewal of the contract for the subsequent year.
  - (c) The maintenance Service Provider 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, approval from appropriate authority must be taken and condemnation be done as per guidelines issued by the appropriate authority.
- 11 **User Training:**
  - (a) A trained representative of the maintenance Service Provider shall be available during installation,  
Commissioning and associated trainings provided by the suppliers of new equipment during all new installations and commissioning.
  - (b) The service provider shall arrange for periodic user trainings of all equipment not less than twice a year irrespective of the equipment being within/outside the warranty period.
- 12 The maintenance service provider shall have obligation to repair any equipment. If service provider finds that any equipment is damaged by the user willfully at the facility, the Service Provider will raise the issue to district/State Health authorities for appropriate action. If it is established that any equipment is damaged willfully the cost of the same will be recovered from

the responsible person(s).

- 13 The maintenance service provider shall repair all dysfunctional equipment within four months of the date of commencement of the Contract work (which would be within 3 months from the date of signing of the contract). All equipment that the service provider 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.
- 14 while managing the prescribed limits of downtime, the service provider 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:
- 15 The service provider shall be permitted to use any management information system of its own choice. However the service provider shall provide a set of key performance indicators and interface it with the management information system of the government. Additionally the service provider shall provide user name and password to the state authority to access any required information on the functioning of equipment through the management information system of the service provider.
- 16 Equipment namely Blood Gas Analyzer (ABG) Machine, ECG Machine, Ventilator, Radiant Warmer, Defibrillator are considered as Life Saving equipment, In case of breakdown of these above mentioned equipment the service provider will arrange for STANDBY equipments at the Health Facility.

## **1.2 Centralized Call Centre (CCC)**

### **i. General conditions**

- A toll free phone number that connects to the CCC should be acquired by the Service Provider.
- The Centralized Call Centre will receive phone calls from health facilities (PHC level and above) from any part of the State on this toll free number.
- All calls landing on call centre shall be attended
- 90% of all calls shall be attended within 20 seconds of first beep
- The Call operator receiving the call will be required to identify the exact location of the caller, contact information
- Call Operator will assign a PIN to the complain and coordinate with appropriate entity of Service provider for resolution of problem.
- Call operator will call back and intimate the caller about details of tentative timeline and nature of proposed maintenance activity.
- Call voice recording of unanswered calls shall be maintained. Unanswered calls shall be called back within 30 minutes if calls were made before 5 PM.. All calls landing after 5 PM of previous day and before 8.00 AM of the day shall be called back upto 8.30 AM of the day.

## ii. Infrastructure specification

- The Service Provider should ensure that the CCC should have adequate staff and seating capacity to meet the performance standards.
- In addition to seating capacity above, CCC should have sufficient space to accommodate H/W , furniture, other equipments and support staff

## iii. Broad system requirements for the CCC

- Develop caller and maintenance database, and should prompt with required information in case of repeat calls.
- Provide for necessary validations / alerts to avoid wrong entries or to prompt in case of wrong entries.
- Necessary backup mechanism to safeguard data in case of failure of equipments.
- Arrangements to ensure that all data is backed up in a remote storage server in case of a disaster or any other event leads to destruction of the stored data.

## iv. Technical Specifications (Hardware and Software) for the CCC

- The Service Provider should develop a suitable integrated solution including Computer Technology Integration, Voice logger system, Computer Aided Dispatch (CAD) and mobile communication systems.
- The above listed Hardware and Software Specifications are indicative and the Service Provider shall decide the Specifications (Hardware and Software) for the CCC as per its requirement.

## Schedule 2

### Project Phasing Activities

The Service Provider shall adhere to following timelines and milestones:

Phase	Timelines	Milestone
Phase I	Within 3 month from Effective Date	<ol style="list-style-type: none"><li>1. Commission and operate CCC to cater to manage operations.</li><li>2. Recruit and position all the required manpower.</li></ol>
Phase II	Within 4 months from date of commencement	<p>Repair all dysfunctional equipment of all health within four months of the date of commencement of the Contract work (which would be within 3 months from the date of signing of the contract).</p> <p>(All equipment that the service provider 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)</p>

On achievement of each Phase by the Service Provider, the Service Provider shall intimate the Authority in writing and accordingly the Authority shall verify and issue the Certificates for Completion of each Phase.

The above timelines shall not be extended, except in case of Force Majeure Events. If any Force Majeure Events occurs and Service Provider requests the Authority for extension of time, giving reason for such request, the Authority may, at its sole discretion, agree to extend the timelines by a period for which effect of such Force Majeure Events subsists.

## Schedule 3

### Performance Standards and Operating Protocols

#### 1 Performance standards-

1. All calls landing on call centre shall be attended
2. 90% of all calls shall be attended within 20 seconds of first beep
3. Call voice recording of unanswered calls shall be maintained. Unanswered calls shall be called back within 30 minutes if calls were made before 5 PM. All calls landing after 5 PM of previous day and before 8.00 AM of the day shall be called back upto 8.30 AM of the day
4. service provider 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,
5. To provide 24x7, 365 days uptime of 95% for all medical equipment in all government hospitals situated at District Headquarter, 90% for Sub Districts Hospital /CHCs and 80% for PHCs. 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.

Note:- a. Time of Call Received- shall be defined as the time at which the CCC has received a call through telephone or any other source (all call landing on call center).

b. Time of completion of maintenance activity - shall mean the time at which the repair work completed and equipment became operational.

#### 2 Standard Operating Procedures

The Service Provider shall, within 30 days from the Effective Date, develop and submit to the Authority Standard Operating Procedures (SOP) for the operations for acceptance and approval by the Authority. The Guiding Principles for the Standard Operating Procedures to be developed by the Service Provider are:

- i. Purpose and Scope
- ii. CCC, call handling and Dispatch protocols
- iii. Operation Systems, Structures and Protocols for maintenance (including call response protocols, ring checks, call codes, equipment maintenance, management, communication protocols)
- iv. Operational protocols for special circumstances (natural calamities, mass casualty events)

(both man made and natural),

- v. Reporting structures and formats – overall documentation
- vi. Health and safety protocols for personnel
- vii. Job description, roles and responsibilities of each level of personnel in entire operations
- viii. Training, refresher course and orientation protocols for all levels of personnel (including staff replacement protocols)
- ix. Overall administrative policies

The Standard Operating Procedure shall be developed by the Service Provider and approved by the Authority before the operations. The Authority shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Operating Procedure by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Operating Procedure submitted by the Service Provider. The Standard Operating procedure may be reviewed and revised at periodic intervals as the project is implemented subject to provisions of this clause and those below. The Authority shall have the right to, from time to time, unilaterally notify specific change(s) to the Standard Operating Procedure and the Service Provider shall be bound to implement such change from the date of its communication by the Authority to the Service Provider.

The Service Provider may amend SOP from time to time subject to the approval of the Authority.



## Schedule 4

### Reporting, Monitoring and Supervision

The Service Provider shall provide detailed operational, clinical and administrative data in a manner that facilitates its retrospective analysis. The Service Provider will have following

#### 4.1 Reporting Obligations

(i) The Service Provider should prepare and submit monthly and quarterly reports to the Authority or any independent agency nominated by the Authority

(ii) The Service Provider should capture all the information related to operation of CCC and equipments in a centralized database through appropriate application software(s). This would enable periodic (daily, weekly, monthly etc.) reporting of performance and operations. The Service Provider has to share the information in electronic format with the Authority.

(iii) The Service Provider has to collect feedback from the Beneficiary on various aspects of services provided.

(iv) The records of the Service Provider shall be subject to inspection by the Authority or any independent agency appointed by the Authority at any time during the term of Agreement.

#### 4.2 Data and Reporting requirements

(i) The Service Provider shall maintain proper records of operations including Call logs, Employee Logs, Terminal Access Log, Breakdown/Maintenance/Out of Service Schedule, inventory of consumables, consumption and any other relevant data, and present it to the Authority or any independent agency nominated by the Authority from time-to-time at the discretion of the Authority.

#### 4.3 Monthly Reports Required

Service Provider shall provide, within 10 business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Service Provider will document and report to the Authority in writing in a form required by the Authority.

Monthly invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be signed by nodal person of hospital looking after the equipment and countersigned by head of the hospital (MOIC/ Superintendent/CMS)

#### 4.4 Grievance Redressal System

The Service Provider shall formulate a grievances redress mechanism. All the complaints and feedbacks shall be recorded and the Service Provider shall maintain the records for the entire duration of the Agreement. All the complaints pertaining to scope of service shall be solved within 7 days from the date of receiving the complaints.

The Service Provider shall also address to all complaints pertaining to project, either verbally or in

written, from the Department, or any other sources within 7 days from the date of receipt of complaint.

## Schedule 5

### Penalties

**5.1** Service provider 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:

- a. For equipment whose declared asset value is below Rs.10,000 - a penalty of 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- a penalty of Rs.500 every extra day beyond 7 days
- c. For equipment whose declared asset value is above Rs.100,000 but below Rs. 10,00,000- a penalty of Rs.1000 every extra day beyond 7 days
- d. For equipment whose declared asset value is above Rs.10,00,000- a penalty of amount

equivalent to 0.25 % of equipment value or Rs.3000, whichever is higher for every extra day beyond 7 days.

Note- 1. penalty for any equipment shall not exceed 25% of asset value of that particular equipment.

2. Penalties will be applicable after 4 months from date of commencement.

### 5.2 Penalty Disputes

Service Provider may appeal to the Authority, in writing within ten (10) working days of receipt of

notification, for the imposition of any penalty or regarding the Authority's penalty calculations.

### 5.3 Recovery of Penalties

Any penalty payable under this Agreement shall be recovered through deductions from Monthly Payment payable by the Authority. In the event the penalties exceed Monthly Payment the same shall be recovered by the Authority from the encashment/ invocation of the Performance Security.

# LIST OF CONTENTS

Section-01: Notice Inviting Proposals Department of Health & Family Welfare  
Government of

Section-02: Disclaimer

Section-03: General Instructions to Bidders

Section-04: Evaluation Process

Section-05: Miscellaneous

Section-06: **Appendices:** Formats for Proposal Submission

Format 1: Covering Letter for Proposal Submission

Format 2: Power of Attorney for Signing of Proposal

Format 3: Power of Attorney for Lead Member of Consortium

Format 4: Affidavit

Format 5: Anti-Collusion Certificate

Format 6 : Project Undertaking

Format 7 : Agreement

Format 8 : Board Resolutions for Bidding Entities

Format 9: Undertaking for Individual Members

Format 10 : Information Regarding Bidder

Format 11 : Details of Eligible Experience

Format 12 : Format for performance security

Section-07: Checklist for the Bidders

## 1.1 Data Sheet

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.</p>
	<p>iii. <b>Technical Capacity:</b></p>
	<p>a. The bidder(sole bidder or consortium) should have at least two (2) financial years (2013-14 and 2014-15) of experience of maintaining Biomedical Equipment at a minimum of 50 hospitals (including public/private) with each hospital having a minimum of 30 beds and a minimum total of 5000 beds under maintenance currently.</p>
	<p>b. The bidder(sole bidder or consortium) should be able to give evidence of existence of minimum two seater centralized call center for managing the biomedical equipment maintenance activity</p>
	<p>c. The bidder(sole bidder or consortium) should give evidence of having have minimum 75 skilled Biomedical/Clinical engineer.</p>
	<p>d. The bidder(sole bidder or consortium) must give an undertaking to equip its trained Biomedical/Clinical engineering human resource with required vehicles to reach out to sites as well as vehicles to carry tools and equipment to and from the site. The bidder must also ensure that no equipment is transferred across health facilities to meet requirements at random as this could disturb patient care and planning at a given facility.</p>
	<p>iv. <b>Financial Capacity:</b> The bidder (sole bidder or consortium) should have robust financial capacity and have an average turnover/gross receipts of a minimum of Rs. 50.00 crores for last two financial years (2013-14 and 2014-15)</p>
Bid Security	Rs. 50.00 Lakhs (1% of annual Project Cost) The Bid Security shall be kept valid for 180 days from the date of submission of bids (the “Proposal Due Date”).
Performance Security	Rs. 5.00 crores (10 % of annual Project Cost)
	The performance security will be valid up till 6 months after the expiry of agreement period.
Agreement Period	1 year extendable upto 4 more years through yearly renewals subject to satisfactory annual performance appraisal
Address for Proposal	Director General Medical Health Swasthya Bhawan Kaiserbagh Road Lucknow 226001

## 1.2 Important Dates and Information Table

Si. No	Description	Schedule
i.	Date of sale of Proposal Documents	20-06-2016
ii.	Place of sale of Proposal Documents	Download from Website <a href="http://www.uphealth.up.nic.in">www.uphealth.up.nic.in</a> and <a href="http://www.dghealth.up.nic.in">www.dghealth.up.nic.in</a> and CMSD Deptt.of Directorate General Swasthya Bhawan Kaiserbag Road Lucknow 226001.
iii.	Cost of Proposal Document	Rs.60375.00(Sixty Thousand Three Hundred Seventy Five only ) Non Refundable
iv.	Pre Bid Conference Date and Time	04-07-2016 11:30AM
	Pre Bid Conference Meeting venue	CMSD Deptt.of Directorate General Swasthya Bhawan Kaiserbagh Road Lucknow 226001.
v.	Issue of RFP to Prospective Bidders	
vi.	Closing Date and Time for receipt of Bids	22-08-2016 2:30PM
vii.	Time and Date of opening of Technical bid	22-08-2016 3:00PM
viii.	Venue of opening of Technical Bid	CMSD Deptt.of Directorate General Swasthya Bhawan Kaiserbagh Road Lucknow 226001
	Time and Date of opening of Financial Bid	
ix.		

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

Whilst the information in this RFP has been prepared in good faith and contains general information in respect of the Proposed Project, the RFP is not and does not purport to contain all the information which the Bidder may require.

Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

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

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law,



statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss or 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 a assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding process.

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

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

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

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

Any information/documents including information/ documents pertaining to this RFP or subsequently provided to the 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 UTTAR 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 3 MONTHS OF THE BIDDER ACCEPTING THE CONTRACT. The current estimated value of the inventory is **Rs 508 crores** .and the BIDDER is expected to provide financial bid both in terms of percentage of this asset value and in terms of absolute amount in Indian Rupees. BIDS WHICH WOULD HAVE QUOTE IN ANY ONE OF THE ABOVE SHALL NOT BE ACCEPTED

For and on behalf of

Department Of Health and Family

Welfare, Government of UTTAR PRADESH

Address: CMSD Deptt.of Directorate General Swasthya Bhawan Kaiserbagh Road Lucknow 226001

## SECTION-3 GENERAL INSTRUCTIONS TO BIDDER

Si. No	Topic	Page No.
<b>A</b>	<b>PREAMBLE</b>	9
3.1	Definitions and Abbreviations	9
3.2	Language of Tender	9
3.3	Background information- Request for Proposal	9
3.4	Instructions to Bidders	10
<b>B</b>	<b>RFP DOCUMENTS</b>	16
3.5	Contents of RFP Documents	16
<b>C</b>	<b>Bid Preparation and Submission</b>	16
3.6	Documents Comprising Preparation and Submission of Bids	16
3.7	Preparation and Submission of Proposals	17
3.8	Additional Requirements for Proposals from a Consortium	17
3.9	Bid Security	19
3.10	Sealing and Signing of Proposal	19
3.11	Proposal Due Date and Time	20
3.12	Late Proposal	20
3.13	Modifications/Substitution/Withdrawal of Proposals	20
3.14	Clarifications and Pre-Bid Conference	20
3.15	Amendment of RFP	20
3.16	Proposal Validity period	21

3.17	Extension of Proposal Validity Period	21
3.18	Right to accept or Reject Proposal	21
3.20	Acceptance of LOI and Execution of Agreement	21
3.21	Performance Security	22
3.22	Return of Proposal and Bid Security	04
	Confidentiality	Annexures

## **A. PREAMBLE**

### **3.1 Definitions and abbreviations**

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

#### **3.1.1 Definitions:**

- i. "Request for Proposal" means a solicitation made through a bidding process by the contracting Authority (Usually a government body/agency) for procurement of a service.
- ii. "Proposal/Bid" means Quotation/Tender received from a Sole Bidder/Consortium.
- iii. "Bidder" means the Sole (Company/Society/ Trust) or Consortium (a group of 3) 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. company or corporation, the power to direct the management and policies of such person by operation of law.
- xi. "Authority" means state government or any agency authorized by state government.
- xii. Implementing Authority will mean Director General, Medical and Health Services, GoUP.
- xiii. "Commencement Date" shall mean the date on which the Authority certifies completion of Phase I of the Project as detailed in Schedule 2.
- xiv. "Effective Date" shall mean the date of signing this Agreement.
- xv. "Implementing Authority" means Director General, Medical and Health Services, UP

### **3.2 Language of Tender**

- 3.2.1 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the tender exchanged between the Bidder and the purchaser, shall be written in the English language, unless otherwise specified in the RFP. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by a notarized English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

3.2.2 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the tender exchanged between the Bidder and the “Contracting Authority”, may also be written in the Hindi language, provided that the same are accompanied by notarized English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

### 3.3 Background Information Request for Proposal

#### 3.3.1 Background Information

- 3.3.1.1 Department of Health, Government of Uttar Pradesh seeks to engage supplier of services for maintenance of biomedical equipment in **all districts of UTTAR PRADESH**.
- 3.3.1.2 This Request for Proposal (RFP) is for “Biomedical Equipment Maintenance Services” (hereinafter referred to as “Project”) for a period of 5 years.
- 3.3.1.3 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.
- 3.3.1.4 Interested parties may obtain the RFP document from [CMSD Deptt.of Directorate General Swasthya Bhawan Kaiserbagh Road Lucknow, Lucknow 226001](#) on all working days **between 10:00 am to 4:00 pm** by written request on submission of a non-refundable fee of Rs. 60375.00 (**exclusive of any deduction for any applicable tax such as value added tax**) by way of Demand Draft in favor of Director General Medical Health State Health Society, Uttar Pradesh payable on any scheduled bank in Lucknow. The Authority will not be responsible for any delay, loss, or non-receipt of RFP document sent by post / courier.
- 3.3.1.5 The RFP document is also available on the **website [www.uphealth.up.nic.in](http://www.uphealth.up.nic.in) and [www.dghealth.up.nic.in](http://www.dghealth.up.nic.in)** Bidders, who download the RFP document from the website, will be required to pay the non-refundable fee Rs. 60375.00 (exclusive of any deduction for any applicable tax such as value added tax) by way of Crossed Demand Draft in favour of Director General Medical Health UP, Payable on any scheduled bank in Lucknow, at the time of the submission of the Proposal.
- 3.3.1.6 The purchaser of the RFP document must be the Bidder itself or a member of the consortium submitting the Proposal, authorized by the consortium.
- 3.3.1.7 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 through the technical bid process shall not be opened.
- 3.3.1.8 The Authority will enter into an Agreement with the by the selected Bidder.
- 3.3.1.9 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.
- 3.3.1.10 RFP submissions by Bidders must be done positively **(22-08-2016 2:30PM)** in the

manner specified in the RFP document at the address given in clause 3.3.1.12 and the Authority shall not be responsible for any delay in receiving the Proposal.

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

3.3.1.12 Address for Submission of Proposal: Office of CMSD Deptt.of Directorate General Swasthya Bhawan Kaiserbagh Road Lucknow - 226001

## **3.4 Instructions to Bidders**

### **3.4.1 General Terms of Bidding**

- 3.4.1.1 All the Bidders are required to submit their Proposal in accordance with the terms set forth in this RFP.
- 3.4.1.2 The Authority reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.
- 3.4.1.3 The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in the Proposal.
- 3.4.1.4 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 favor of the Lead Member as per FORMAT 3.
- 3.4.1.5 An individual Bidder cannot at the same time be member of a Consortium submitting a bid for the Project. Further, a member of a particular Bidder consortium cannot be a member of any other Bidder consortium submitting a bid;
- 3.4.1.6 Members of the Consortium shall enter into a binding Agreement, in the form specified at FORMAT 7 (the “Agreement”), for the purpose of submitting a bid. The Agreement, to be submitted along with the Bid, shall, inter alia:
- 3.4.1.7 Any entity which has been barred/ blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the concerned entity would not be eligible to submit the Proposal, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect as per FORMAT 4 as part of the Qualification Proposal.
- 3.4.1.8 While bid is open to bidders from any other country, the bidder shall work through a subsidiary or a registered company based in India
- 3.4.1.9 Any Entity which has been punished for any offence or the Director/ President/ Chairperson/Trustee of the that entity is convicted for any offence or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The Bidder or each member of Consortium (if Consortium is Bidder), as the case may be, shall have to submit an affidavit to this effect as per Format 4 as part of the Qualification Proposal.

### **3.4.2 Scope of Work**

- 3.4.2.1 Government of Uttar Pradesh seeks to engage Service Provider for Maintenance of Biomedical Equipment with an aim:
- (i) To maintain Biomedical Equipment in all public healthcare facilities up to the PHC level supported by minimum 2 seator call center ;



- (ii) To provide 24x7, 365 days uptime of 95% for all medical equipment in all government hospitals situated at District Headquarter, 90% for Sub Districts Hospital /CHCs and 80% for PHCs. 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.
- (iii) Medical Equipment that are already in AMC or CMC. The service provider shall administer the contract on behalf of Authority. For this purpose, the service provider shall take authorization from services providers for the respective equipment for which AMC/CMC may be in existence.
- (iv) For Medical Equipment that is currently under warranty. The service provider shall administer all maintenance activities on behalf of the Authority for the entire duration.
- (v) For all medical equipment that is under any form of AMC/CMC/Spares agreement or under warranty, the state health department shall not be renewing the equipment specific maintenance contracts
- (vii) The maintenance service provider 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 service provider(s) is valid for the respective equipment. The maintenance service provider may choose to take authorization for doing maintenance such equipment from existing AMC/CMC contract holder(s).
- (viii) Maintenance costs for equipment that are currently in any AMC/CMC/warranty Contract shall be added by the service provider only after the expiry of contracts for the respective equipment.
- (ix) 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.
- (ix) The maintenance service provider shall be identifying and responding to requests seeking maintenance of all Biomedical Equipment available in the state /district/sub district up to the level of Primary Health Center (PHC) through the Maintenance Process Tracking Identification Number (MPT-IDs).
- (xi) Maintenance service provider shall establish and operate an exclusive customer care center (no.of seats) capable of receiving calls from hospitals between 8.00 AM upto 5.00 PM on all 7 days of week and 365 days of year, in Lucknow for accepting calls and managing the maintenance services.

**Operationalization of Maintenance services will be regarded as:**

- (a) Maintenance activities conducted on all Biomedical equipment.
- (b) Setting up Customer Care Centre to accept calls for fault registration.
- (c) Recruitment of trained engineering and administrative human resource.
- (d) Provide Equipment Management Information System.
- (e) To provide categorization of all equipment, clearly identifying critical equipment.
- (f) Provide preventive and corrective maintenance for all 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. The Authority shall have the

right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given 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.

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

3.4.2.3 The service provider shall establish a well-equipped service network and adequately staffed Centralized Call Centre (CCC). For each facility, there would be a nodal officer(s) to whom a confirmation call may be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via telephonic guidance to nodal officer(s) identified on a case to case basis. Annual third party audit NABL accredited laboratory be carried out for all calibration processes provided by the maintenance service provider

3.4.2.4 The service provider shall be responsible to operate the Centralized Call Centre 365 (complete year) days in a year and to maintain all Biomedical Equipment in the public Healthcare facilities up to the PHC level.

3.4.2.5 The Bidder shall be entitled to receive the penalty charges from the Authority for not confirming to the obligations and services as per provisions of the Agreement.

3.4.2.6 The 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. The service provider shall be responsible for the safety and occupational health of its staff involved with performance of various duties towards the fulfillment of this contract.

3.4.2.7 The Authority will be responsible for providing all necessary support to provide the access to all the Biomedical equipment available in the healthcare facilities.

3.4.2.8 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.

3.4.2.9 Condemnation of the Biomedical Equipment:

- (a) The condemnation committee appointed by the authority at the district/ state level from time to time for identification of equipment suitable for condemnation of the equipment shall have a representative of the service provider.

- (b) A report indemnifying equipment requiring condemnation should be submitted by the Maintenance Service provider once every year (90 days before end of year) preferably before the renewal of the contract for the subsequent year.
- (c) The maintenance Service Provider 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, approval from appropriate authority must be taken and condemnation be done as per guidelines issued by the appropriate authority.

#### 3.4.2.10 User Training:

- (a) A trained representative of the maintenance Service Provider shall be available during installation, Commissioning and associated trainings provided by the suppliers of new equipment during all new installations and commissioning.
- (b) The service provider shall arrange for periodic user trainings of all equipment not less than twice a year irrespective of the equipment being within/outside the warranty period.

3.4.2.11 The maintenance service provider shall have obligation to repair any equipment. If service provider finds that any equipment is damaged by the user willfully at the facility, the Service Provider will raise the issue to district/State Health authorities for appropriate action. If it is established that any equipment is damaged willfully the cost of the same will be recovered from the responsible person(s).

3.4.2.12 The maintenance service provider shall repair all dysfunctional equipment within four months of the date of commencement of the Contract work (which would be within 3 months from the date of signing of the contract). All equipment that the service provider 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.

3.4.2.13 As per clause - Scope of work-3.4.2.1-(ii), while managing the prescribed limits of downtime, the service provider 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,

3.4.2.14 The service provider shall be permitted to use any management information system of its own choice. However the service provider shall provide a set of key performance indicators and interface it with the management information system of the government. Additionally the service provider shall provide user name and password to the state authority to access any required information on the functioning of equipment through the management information system of the service provider.

3.4.2.15 Equipment namely Blood Gas Analyzer (ABG) Machine, ECG Machine, Ventilator, Radiant Warmer, Defibrillator are considered as Life Saving equipment, In case of breakdown of these above mentioned equipment the service provider will arrange for STANDBY equipments at the Health Facility.

### 3.4.3.1 PAYMENT PROCESS

1. The payments will executed as per article 6 of the agreement

### **3.4.3.2 ADMINISTRATIVE SET UP OF SERVICE PROVIDER**

**3.4.3.2.1** The service provider will establish a centralised call centre and State level office in Lucknow and equip it and position manpower adequately. Minimum 2 seas shall be allocated for handling the calls. The Call centre shall be able to receive calls from hospitals between 8.00 AM upto 5.00 PM of all 7 days of week and 365 days of year.

**3.4.3.2.2** The service provider shall position minimum 1 divisional level manager (for coordination with government authorities) at all divisional head quarters of State.

**3.4.3.2.3** The service provider shall position minimum 36 Biomedical Engineer for overall management of project. At least 1 Biomedical Engineer shall be positioned in every division.

### **3.4.4 Site visit and verification of information**

**3.4.4.1** The Bidders are encouraged to submit their respective bids after visiting the State of UTTAR 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 Authority may permit the Bidder to inspect the position of the said equipment.

**3.4.4.2** 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.

### **3.4.5 Acknowledgement by Bidder**

**3.4.5.1** 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 Authority;
- (c) satisfied itself about all matters, things and information 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 referred 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 Authority, or a ground for termination of the Agreement;
- (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

**3.4.5.2** The 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 Authority.

### **3.4.6 Right to accept or reject any or all bids**

3.4.6.1 Notwithstanding anything contained in this RFP, the 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 Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.

3.4.6.2 The 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 Authority, the supplemental information sought by the Authority for evaluation of the Bid.

3.4.6.3 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 and notwithstanding anything to the contrary contained in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the bidding documents, the Agreement or under applicable law.

3.4.6.4 The 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 Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## **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 (3) financial years (i.e. FY 2010-11, 2011-12 and 2012-2013) as per. 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 lead partner of the consortium should be submitted.

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

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
Agreement	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) the Bidder/ Lead Member)	
Letter of Comfort and Undertaking from Associate (on the Letter Head of the Associate)	
Company Secretary Regarding Associate	
Tor for Maintenance, Billing	
Schedule and Warranty Policy	
Copy of Draft Agreement Along with Schedules Initialed by the Bidder	

### **3.6.3 PART 2: Financial Bid**

The Bidder should quote the rates as percentage of the Equipment Inventory (asset value) for undertaking the aforesaid Project across the State in accordance with this Bidding Document and the Agreement. The bidder must also quote the total amount equivalent to the percentage of the total asset value declared by the state.

### **3.7 Preparation & Submission of proposal**

3.7.1 All Proposals submitted must be duly signed in blue ink 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 (no 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 Member (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 Authority. In such an event, the Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder. However, the 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) Wherever required, the Proposal should contain the information required for each Member of the Consortium and the Members should acknowledge the collective responsibility and the respective roles as Consortium members;
- (b) The Proposal should include a description of the roles and responsibilities of each of its Members;
- (c) Members of the Consortium shall nominate one member as the Lead Member.

- (d) The Lead Member will be nominated by the members of the Consortium through a power of attorney as per FORMAT 3.
- (e) Subject to the sub-clause (a) above the Lead member 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.
- (g) A Bidder applying as a single entity cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this Project.

3.8.1 Members of the Consortium shall submit a Agreement (Agreement) specific to this Project, for the purpose of submitting the Proposal as per FORMAT 7. The Agreement 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. 50.00 Lakhs (the “Bid Security”), refundable not later than 180 days from the Proposal Due Date, except in the case of the Selected Bidder who’s Bid Security shall be retained.

3.9.2 The Bid Security should be in the form of **demand draft** /Fixed Deposit Receipt / Bank Guarantee pledged to Director General . Demand draft should be in favor of Director general Medical Health,U.P. payable on any Scheduled Bank in Lucknow.

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 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 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 UTTAR 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: Maintenance of Biomedical Equipment in the state of UTTAR 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 Maintenance of Biomedical Equipment in the state of UTTAR PRADESH”.

3.10.6 The Bidder shall provide all the information sought under this RFP. The 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, in blue ink. 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. 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: **CMSD Deptt.of Directorate General Swasthya Bhawan Kaiserbagh Road Lucknow. Pin-226001**

3.10.13 The 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 (22-08-2016), 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 Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum uniformly for all bidders. All such addendum shall be released on the website [www.dghealth.up.nic.in](http://www.dghealth.up.nic.in) and [www.uphealth.up.nic.in](http://www.uphealth.up.nic.in) and the Bidders are requested to check the site regularly for updates. The 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 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 their queries and suggestions prior to the last date for receiving queries.

3.14.2 The 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 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 The Authority will respond to all the queries submitted by the prospective Bidders on or before the date specified in the "Data Sheet". Such a response will be sent in writing to all the prospective Bidders who have purchased the RFP and will qualify as an "Addendum." **Such Addendum shall also be hosted on the following website: [www.dghealth.up.nic.in](http://www.dghealth.up.nic.in) and [www.uphealth.up.nic.in](http://www.uphealth.up.nic.in)**

3.14.4 Bidders may note that the 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 post/ email courier: CMSD Deptt. Directorate General Medical Health Kaiserbagh Lucknow PIN 226001 [email-cmsd.dghealth@gmail.com](mailto:email-cmsd.dghealth@gmail.com)

3.14.6 No interpretation, revision, or other communication from the Authority regarding this

solicitation is valid unless in writing and signed by appropriate authority.

### **3.15 Amendment of RFP**

3.15.1 The Authority may modify the RFP by issuing an Addendum before the Proposal Due Date.

3.15.2 Any Addendum thus issued shall be part of the RFP and shall be communicated in writing to all the purchasers of the RFP and will also be hosted on the following website [www.dghealth.up.nic.in](http://www.dghealth.up.nic.in) and [www.uphealth.up.nic.in](http://www.uphealth.up.nic.in)

3.15.3 To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, the Authority may, at its sole discretion, extend the Proposal Due Date.

### **3.16 Proposal Validity period**

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

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

3.17.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period which shall not exceed 90 days from the Proposal Validity Date. The request and the Bidder's responses shall be made in writing. The 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.

3.17.3 The 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 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.

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

3.18.1 The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder.

3.18.2 Within 15 days from the date of issue of the LOI, the Selected Bidder shall accept the LOI and return the same to the Authority.

3.18.3 Stamp duty, if any, payable on the Agreement will be borne by the Bidder.

3.18.4 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 Authority at least 3 business days before the Proposal Due Date, without any reservation or condition.

3.18.5 In case, the Agreement does not get executed within 30 (thirty) days of acceptance of LOI, the 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.

3.18.6 The Authority will notify the Bidders whose Proposals have been unsuccessful.

### **3.19 Performance Security**

3.19.1 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 favor of Director General, Medical and Health Services, UP of value of Rs 5.00 Crores The Bidder shall provide the Performance Security before executing the Agreement.

3.19.2 Till such time the Bidder provides to 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 within 15 days of submission of the Performance Security by the Bidder.

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

3.19.4 The Bid Security shall be returned, to unsuccessful Bidders within a period of 30 days from the date of announcement of the Selected Bidder. In addition to the above, the Authority will promptly release all Bid Securities in the event the Authority decides to terminate the bidding process/proceedings or abandon the Project.

## 4.1 Evaluation of Proposals

4.1.1 The Authority would open the PART 1: Technical Qualification Proposal on the Proposal Due Date, at the specified place.

4.1.2 Financial Proposals will remain sealed and unopened in the possession of the Authority until the PART 1 of the proposals has been evaluated and checked for its responsiveness to the RFP.

4.1.3 The Authority will subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out in Section 3.

4.1.4 The Authority will form a Proposal Evaluation Committee consisting of experts in the field of Biomedical Engineering, Public Health, Management and Representatives of the Authority.

4.1.5 The Authority will open sealed Envelope containing 'Financial Bid' of only those Bidders, whose "Technical proposal" qualifies.

4.1.6 The Financial Bid should be furnished clearly indicating the bid amount in both figures and words in Indian Rupees 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.

4.1.7 The Financial Bids are invited for the Project on the basis of the lowest percentage of the asset value as declared by the Authority. The absolute amount in Indian Rupees should also be quoted by the bidders. The Bid Amount shall constitute the sole criteria for evaluation of Financial Bids.

4.1.8 The Financial Bid should be inclusive of all applicable taxes other than the Service Tax. Service Tax, if any, shall be payable by the Authority as per rules.

4.1.9 The Bidder who quotes the lowest Bid Amount shall be declared as the Selected Bidder (the "Selected Bidder").

4.1.10 Annual escalation of 5% simple interest will be applicable on the rates of previous year. for example if the quoted amount by bidder is 8% (which is the rate for the first year) the rate for the second year will be 8.4%(5% of 8 is 0.4).

4.1.11 After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Selected Bidder.

4.1.12 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal. At any point in time during the bidding process, if required by the 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 Authority. The Authority can verify the facts and figures quoted in the proposal.

4.1.13 Bids shall be deemed to be under consideration immediately after they are opened and until such time the 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 Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4.1.14 In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidder (“Tie Bidders”), the 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 may choose to attend.

## **SECTION 5 MISCELLANEOUS**

5.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts in the state of Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.

5.2 The 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 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.

5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the 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.

## SECTION 7- 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 Biomedical Equipment Maintenance Services through Service Provider across UTTAR 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 Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder for the aforesaid Project, and we certify

that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

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

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

I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or



otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we/ any of the Consortium Members or our/their associates have not been barred by the Government of UTTAR 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 authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

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

I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

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

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

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

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

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

I/We offer a Bid Security of Rs. 50.00 Lakhs (Rupees Fifty Lakhs) only to the Authority in accordance with the RFP Document.

The Bid Security in the form of a demand draft 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 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 Maintenance Services across UTTAR PRADESH (the “Project”), including signing and submission of all documents and providing information / responses to Department of Health & Family Welfare, Government of UTTAR 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 favor 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 Apostle 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 Department of Health & Family Welfare, Government of UTTAR PRADESH (the Authority) has invited bids from interested parties for “providing Biomedical Equipment Maintenance Services across UTTAR PRADESH 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 authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium’s bid for the Project.

### **NOW THIS POWER OF ATTORNEY WITNESSET THAT:**

We, M/s \_\_\_\_\_, M/s \_\_\_\_\_, M/s \_\_\_\_\_

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

[Executant(s)] (To be executed by all the members in the Consortium) 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 favor 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 Apostle 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 M/s\_\_\_\_\_ have not abandoned any work for the Government of UTTAR PRADESH or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that M/s\_\_\_\_\_ have not been debarred/blacklisted by Government of UTTAR PRADESH, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
  - a) Our M/s ..... has not been punished for any offence and
  - b) The M/s.....have/has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Health & Family Welfare, Government of UTTAR PRADESH, to verify this statement or regarding competence and general reputation of M/s.....
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 Department of Health & Family Welfare, Government of UTTAR PRADESH,

Signed by an authorized representation of Bidder.

Title of Officer

Name and Address of the Bidder

## 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 Maintenance Services through Service Provider across all districts in UTTAR PRADESH.**

Dear Sir/Madam,

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



## Format 7 Agreement

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

This Agreement is entered into on this the << day of Month>>, 2016 by and between

1. Governor of Uttar Pradesh, acting through the Principal Secretary, Medical Health and Family Welfare, Uttar Pradesh (hereinafter referred to as “the Authority” which expression shall unless repugnant to the context or meaning thereof include its successors in office) of the First Part,
2. <<Agency Details and registration details>> registered under the provisions of <<Registered as Organizational type details>>, having its registered office at <<Address>> (hereinafter referred to as the “Selected Bidder” and " Service Provider which expression shall unless repugnant to the context or meaning thereof include its successors) of the Second Party .

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

Whereas the Department of Health & Family Welfare, Government of Uttar Pradesh , has invited Qualification Proposal and Financial Proposal from entities interested in “Providing Biomedical Equipment Maintenance Services across UTTAR PRADESH 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 Second Party shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Second Party hereby undertake to perform the roles and responsibilities of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;
3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
5. That this Agreement shall be governed in accordance with the laws of India and courts in

Lucknow 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 Agreement 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 Agreement 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 favor of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

## 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 Department Of Health & Family Welfare, Government of UTTAR PRADESH for “Providing Biomedical Equipment Maintenance Services across UTTAR PRADESH called the “Project”.

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

“RESOLVED FURTHER THAT Mr. (name), (designation) be and is hereby authorized to enter into an Agreement, 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 favor 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 Department of Health & Family Welfare, Government of UTTAR PRADESH for the Project”.

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

“RESOLVED FURTHER THAT Mr. (name), (designation) be and is hereby authorized to enter into an Agreement with the consortium members and execute a power of attorney in favor 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 Department of Health & Family Welfare, Government of (**Insert Name of State**) for “Providing Biomedical Equipment Maintenance Services across UTTAR PRADESH called the “Project””.

I /We also approve the Agreement (“) to be entered into with the consortium partners.

I/We also authorize Mr. (name), (designation) to enter into an Agreement 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 favor 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 Department of Health & Family Welfare, Government of UTTAR PRADESH for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in UTTAR PRADESH that would be accessible through a 24-hour number (Centralized Call Center)”, called the “Project””.

I /We also approve the Agreement (“) to be entered into with the consortium partners.

I/We also authorize Mr. (name), (designation) to enter into an Agreement with the consortium members and execute a Power of Attorney in favor 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)

1. Details of Organization
2. Name of Organization
3. Type Legal Entity
4. Year of Incorporation/ registration
5. Name of the Authority/Jurisdiction under which the
6. Legal entity is incorporated or registered.
7. Statute Legislation under which the Legal entity is incorporated/registered
8. Registration Number
9. Registered Address
10. Correspondence Address & Head Office
11. Does Memorandum of Association/Trust Deed/Articles of Association permit the organization to carry out the business of Medical Equipment Maintenance
12. Number of years of operation in Medical Equipment
13. Maintenance
14. Relevant Qualification Details Years wise and State Wise/
15. Hospital wise.
16. State wise/ Hospital wise
17. Name of the State / Province/ Hospitals where Medical
18. Equipment Maintenance services are operational
19. Years of experience in Medical Equipment operations in the State/ Hospitals.
20. Current areas of operation – specify (Names of the Districts/ Hospitals).
21. Number of Service Centers
22. Number of Hospital Contracts and total number of beds (copies of hospital contracts to be enclosed)
23. Number and type of equipment repaired through
24. Service Centers
25. Number of Centralized Call centers (CCCs) / call center operated.
26. Location and address of the CCC/Call Centre.
27. Average volume of daily calls received per CCC / call
28. Certificate of Satisfactory Performance

The Bidder should provide details of experience of only those Projects of “providing Biomedical Equipment Maintenance Services which is undertaken by it under its own name / under the names of the consortium members.

## 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.

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

## PREPARE TABLE

Name of the Entity Providing Support			
Location (Country/ State/ districts)	Number of Staff by Category		
	Biomedical Equipment Maintenance Operation	Call Centre Operation	Others (specify)
Duration of Medical Equipment Maintenance Operation	Profile of staff: Summary of key staff (degree /diploma/ certificates with specific reference to the project, training, number of years in employment, total relevant experience as a paramedic/ call center Employee.)		
Start Date	Completion date	Of all contracts	

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; Repair workshop details; Spare part store details (if any).

## Format 12 FORMAT FOR PERFORMANCE SECURITY

### PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

Whereas, <name of the supplier and address> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to Department of Medical Health & Family Welfare (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs. (Rupees in Words only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. \_\_\_\_\_ **(Rupees only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

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

This Guarantee shall be valid until <Insert Date>

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs. <\_\_\_\_\_ (Rupees \_\_\_\_\_ only)**.
- II. This bank guarantee shall be valid up to <Insert Expiry Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

## Checklist for Bidder (insert page numbers)

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

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:** Agreement ().
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.
13. **Format 12 :** Format for Performance Security