

Request for Proposal

REQUEST FOR PROPOSAL

FOR

**HIRING OF SERVICE PROVIDER FOR BIOMEDICAL
EQUIPMENT MAINTENANCE
Govt. of Maharashtra**

TENDER NO. E-02 /NHM/Equipment/2016.

**ADDRESS: NHM Procurement cell, 2 nd Floor, Arogya Bhavan, St. Georges
Hospital Compound, Mumbai-400001.**

PHONE: 022-2271601, 022-2271606

**URL: <https://mahatenders.gov.in>, <http://arogyamaharashtra.gov.in>,
nrhm.maharashtra.gov.in**

EMAIL: nhm.procurement@gmail.com

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Government of Maharashtra



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Tender Enquiry No. E-02 /NHM/Equipment/2016.

1.1 Data Sheet

Name of the Project Project Objectives	Biomedical Equipment Maintenance in (Maharashtra).
Required Proposals	i. Technical Bid (as per details in 3.6.2). ii. Financial Bid (as per details in 3.6.3).
Pre-Bid conference	A pre-bid conference is proposed on (11/03/2016) at (11:00 AM) at 3rd Floor, Sabhagruh Arogya Bhavan, Mumbai, Maharashtra
Contact details for all queries	(nhm.procurement@gmail.com) or Hard copy at IPHS cell Arogya Bhavan , Mumbai Maharashtra
Language in which proposals Should be submitted:	English
Currency of Quote	Indian Rupees

Eligibility to bid	<ul style="list-style-type: none"> i. The Bidder may be a sole Bidder or a group (maximum 3) coming Together as Consortium to implement the Project. ii. The Bidder cannot be an individual or group of individuals. The Bidder Should be registered as a legal entity. iii. Technical Capacity: <ul style="list-style-type: none"> a. The Lead partner/sole bidder should have at least two (2) financial years of experience of (till the date of bidding) maintaining “All Biomedical equipment at a minimum of 10 hospitals (including public/private) with each hospital having with a total of 1000 beds” OR “A minimum of 2 hospitals with 500 beds or a total of 1000 beds” OR “A minimum of 100 individual Maintenance/Service contract (with each equipment of value 10.0Lakhs or more) per annum for previous 2 financial years in a minimum of 10 Hospitals” OR “A minimum of 200 individual Maintenance/Service contract (with each equipment of value 5.0 Lakhs or more) per annum for previous 2 financial years in a minimum of 10 Hospitals.” <p>The lead partner from the bidding may also be a Government enterprise which provides Engineering and Health services provided the lead partner meets the eligibility criteria above.</p>
	<ul style="list-style-type: none"> b. The Bidder should be able to give evidence of existence of a centralized call center of capacity adequate to meet the complaints from the number of facilities as expressed in the Contract agreement. c. The Bidder should have adequate skilled Biomedical/Clinical engineering human resource to meet the work load. This may be expressed as minimum Number of engineers per facility/zone/ District/state. d. The Bidder must give an undertaken 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. iv. Financial Capacity: <ul style="list-style-type: none"> a. The principal bidder/lead partner shall have an average turnover of Rs 10.00 Crores per annum in last three financial years. The above experience

	<p>could be demonstrated by the single bidder or the lead member of the Consortium. In case of consortium bidding, aggregate financial turnover of only those members of consortium would be considered who qualify the Technical eligibility independently.</p> <p>The financial credibility must be expressed by the service provider and the provider would be expected to have deposited 5% of the contract value/as desired by the state government in the form of Bank Guarantee prior to the commencement of the contract.</p>
Bid Security	Rs. 2 lakhs as desired by the state government The Bid Security shall be kept valid for 180 days from the date of submission of bids (the "Proposal Due Date").
Performance Security	5% of the value of proposed contract/as desired by the state government. The performance security will be valid up till 6 months after the expiry of Agreement period.
Agreement Period	5 years extendable to a maximum of another term of 5 years subject to annual performance appraisal
Address for Proposal submission	Mission Director, State Health Society, Mumbai, Maharashtra

1.2 Important Dates and Information

Si. No.	Description	Schedule
i.	Date of sale of Proposal Documents	01/03/16 to 21/03/16 during 10am Hrs. to 2:00 pm Hrs. (IST)
ii.	Place of sale of Proposal Documents	State Health Society, Mumbai, Maharashtra
iii.	Cost of Proposal Document	Rs.20,000
iv.	Issue of RFP to Prospective Bidders	
v.	Pre Bid Conference Date and Time	Date 11/03/2016 11: noon Hrs. (IST)
vi.	Pre Bid Conference Meeting venue	At 3rd Floor, Sabhagruh Arogya Bhavan, Mumbai, Maharashtra
vii.	Closing Date and Time for receipt of Bids	Date: 21/03/2016 02:01pm to 05:00pm
viii.	Time and Date of opening of Technical	Date: 23/03/2016 02: 01pm to 05:30pm

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 (Maharashtra) (hereinafter referred to as "Authority") or its representatives to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their

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

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

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

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

statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding process.

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs

incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

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

Total inventory in the state of Maharashtra 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 440,62,92,120** .and the BIDDER is expected is 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
Mission director, State Health Society,
Mumbai, Maharashtra

Address: _____

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A. PREAMBLE

with respect to a person which is not a

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. "Control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and

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.

3.2.1 Abbreviations:

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

3.2 Language of Tender

3.2.1 The 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 notarised 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

Maharashtra, (the "Authority") seeks to engage supplier of services for maintenance of biomedical equipment in (Insert: name of districts of name of state).

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

3.3.1.3 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 (<https://mahatenders.gov.in>), on all working days between

..... by written request on submission of a **non-refundable fee of Rs.20,000**, by way in favor of (**Mission Director, state Health Society, Mumbai, Maharashtra**) payable on any scheduled bank in Mumbai. 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 (<https://mahatenders.gov.in>). Bidders, who download the RFP document from the website, will be required to pay the non-refundable fee (**Rs 20,000**) by way of Mission Director in favour of Mission Director, State Health Society, Mumbai, Maharashtra.

(**State Health Society, Mumbai, Maharashtra**) Payable on any scheduled bank in Mumbai, 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 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:

(Mission Director, State Health Society, Arogya Bhavan, Mumbai, Maharashtra)

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 Memorandum of Understanding, in the form specified at FORMAT 7 (the "MoU"), for the purpose of submitting a bid. The MoU, to be submitted along with the Bid, shall, inter alia:

3.4.1.7 Any entity which has been barred/blacklisted by the Government of (**insert: state**), any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the concerned entity would not be eligible to submit the Proposal, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect as per 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

3.4.2 Scope of Work

3.4.2.1 State Health Society, Mumbai, GOM 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 24 X 7 call center ;
- (ii) To provide 24x7, 365 days uptime of 95% for all medical equipment in District Hospitals, 90%for SDH/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 state health department. For this purpose, the service provider shall take authorization from services providers for the respective equipment for which AMC/CMC may be in existence.
- (iv) For Medical Equipment that is currently

under warranty. The service provider shall administer all maintenance activities on behalf of the state health department 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
- (vi) 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).
- (vii) 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 district/sub district/state 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 24x7-customer care center 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) that is accessible through "Centralized toll free number". 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 with toll free number, 24 hours in a day, 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 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.

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

3.4.2.7 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.

3.4.2.8 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 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.

3.4.2.9 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.

3.4.2.10 The maintenance service provider shall have no obligation to repair any equipment damaged by the user either accidentally (such as falling of equipment on ground) or willfully at the facility. If requisition for repair of such equipment is made, the maintenance service provider shall have the right to invoice it to the contracting authority annually or on case to case basis as mutually decided.

3.4.2.11 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.

3.4.2.12 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, 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. 100,000- 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. 100, 00, 00- a penalty of Rs.1000 every extra day beyond 7 days
- d. For equipment whose declared asset value is above Rs.100, 00, 00- a penalty of Rs.3000 every extra day beyond 7 days

3.4.2.13 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.

3.4.2.14 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.

3.4.4 Site visit and verification of information

3.4.4.1 The Bidders are encouraged to submit their respective bids after visiting the State of Maharashtra (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.

3.4.2.15 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:

Information to be Provided	Format No.
Covering Letter for Proposal Submission	Format 1
Power of Attorney for Signing of Proposal	Format 2
Power of Attorney for Lead Member of Consortium (If Applicable)	Format 3
Affidavit	Format 4
Anti- Collusion Certificate	Format 5
Project Undertaking	Format 6
Memorandum of Understanding	Format 7
Board Resolutions for Bidding Entities	Format 8
Undertaking for Individual Members	Format 9
Information Regarding Bidder	Format 10
Details of Eligible Experience	Format 11
Financial Capability of the Bidder/ Member (to Be Submitted for Each Member in Case of Consortium)	
Financial Bid (on the Letter Head of the Bidder/ Lead Member)	
Letter of Comfort and Undertaking from Associate (on the Letter Head of the Associate)	
Certificate from Statutory Auditor/ Company Secretary Regarding Associate	
Tor for Maintenance, Billing Schedule and Warranty Policy	
Copy of Draft Agreement Along	

with
Schedules Initialed by the Bidder

Members (in case of a Consortium) as the case
may be as per FORMAT 5.

3.6.3 PART 2: Financial Bid

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

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. 500/- 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 Memorandum of Understanding (MoU) specific to this Project, for the purpose of submitting the Proposal as per FORMAT 7. The MoU shall be furnished on a non-judicial stamp paper of Rs. 500/-, 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.20,00,00/- (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 Payable online.

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.

3.11 Proposal Due Date and Time

3.11.1 Proposal should be submitted positively by (Insert Date), (the "Proposal Due Date"), at the address mentioned in tender scheduled 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.mahatenders.gov.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.mahatenders.gov.in).

account in preparing their bids, the Authority may, at its sole discretion, extend the Proposal Due Date.

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 fax/ post/ email courier: (**Insert Address**)

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.mahatenders.gov.in).

3.15.3 To give prospective Bidders reasonable time in which to take Addendum into

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 appropriate authority (Insert Name of State)' of value of Rs (Insert: Value) 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.

20. The bidder has to upload all the technical proposal and financial proposal signed and sealed separately in pdf format on the website.

21. All activities of this tender are carried out online on website at www.mahatenders.gov.in the tender document is uploaded or released on E-Tendering website www.mahatenders.gov.in and has to be downloaded as well as filled up submit online only, the tender fee (non-refundable) and EMD (bid security) through online payment gateway.

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.
- 44.1.8 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.
- 44.1.9 The Bidder who quotes the lowest Bid Amount shall be declared as the Selected Bidder (the "Selected Bidder").
- 44.1.10 Escalation Clause: The Bid Amount shall be annually escalated by a simple interest of 5% (Five percent) for each subsequent year. For the avoidance of doubt, if the Bid amount quoted by Bidder in the Financial Bid is Rs. 1000, then the Fee for each subsequent year shall be increased by Rs. 500 (i.e 5% of Rs. 1000) as compared to the immediate preceding year. The first annual escalation shall be applicable on the first anniversary of the Final Commissioning Date as defined in the Agreement.
- 44.1.11 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 in 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.

- 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 Maharashtra** 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
 - (d) 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.

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 Maharashtra that would be accessible through a 24-hour toll free 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 Maharashtra, 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. **(Insert Amount)**/- (Rupees (in words)) 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 500 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 Maharashtra (the “Project”), including signing and submission of all documents and providing information / responses to State Health Society, Government of Maharashtra, 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 500 duly attested by notary public)

Whereas the State Health Society, Government of Maharashtra (the Authority) has invited bids from interested parties for “providing Biomedical Equipment Maintenance Services across Maharashtra 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 500 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 Maharashtra 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 Maharashtra, 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 not been convicted.
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 State Health Society, Government of Maharashtra, 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 State Health Society, Government of Maharashtra,

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 thisDay of201_.

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 Maharashtra.

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by the State Health Society, Government of Maharashtra

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 of201_.

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 Memorandum of Understanding (Mou)

(To be executed on a non-judicial stamp paper of Rs. 500/- duly attested by notary public)

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

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

And

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

And

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

And

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

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

Whereas the State Health Society, Government of **(Maharashtra)**, has invited Qualification Proposal and Financial Proposal from entities interested in "Providing Biomedical Equipment Maintenance Services across Maharashtra called the "Project" for a specified time period.

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

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

1. That the Parties shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Parties hereby undertake to perform the roles and responsibilities Party of the First Part shall be the Lead member of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;
3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
5. That this MoU shall be governed in accordance with the laws of India and courts in **(Insert Name of City)** shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

(Party of the first part)

(Signature) (Name)

(Designation) (Address)

Witness:

(Party of the second part)

(Party of the third part)

Party of the fourth part)

Note:

1. The mode of execution of the MoU should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in 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 State Health Society, Mumbai, Maharashtra Government of Maharashtra for “Providing Biomedical Equipment Maintenance Services across Maharashtra called the “Project”.

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

“RESOLVED FURTHER THAT Mr. (name), (designation) be and is hereby authorized to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in 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 State Health Society, Government of Maharashtra for the Project”.

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

“RESOLVED FURTHER THAT Mr. (name), (designation) be and is hereby authorized to enter into an MoU with the consortium members and execute a power of attorney in 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 State Health Society, Government of (**Maharashtra**) for “Providing Biomedical Equipment Maintenance Services across Maharashtra called the “Project”.

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

I/We also authorize Mr. (name), (designation) to enter into an MoU with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in 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 State Health Society, Government of Maharashtra for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in Maharashtra that would be accessible through a 24-hour toll free number (Centralized Call Center)”, called the “Project”.

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

I/We also authorize Mr. (name), (designation) to enter into an MoU with the consortium members and 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)

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

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).			

Checklist for the Bidders

SECTION

07

Name of the Bidder (Sole Individual/Consortium): _____

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