

E-TENDER DOCUMENT

FOR

Biomedical Equipment Maintenance Management Programme across Himachal Pradesh

Tender No: HLL/PSD/HCD/2026-27/TENDER/039 Dt:14.07.2026

E-Tendering



HLL Lifecare Limited

(A Govt. Of India Enterprise)

CIN :U25193KL1966GOI002621

**HLL Bhavan, Poojappura,
Thiruvananthapuram-695012**

Kerala, India

Tel: 04712775500,04712358151

(EXTN- 600/606/531)

Website-www.lifecarehll.com

HLLLIFECARELIMITED
(A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
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Tel: 0471 2775500, 0471 2358151
(EXTN-600/606/531)

NOTICE INVITING TENDER (NIT)

IFBNo: HLL/PSD/HCD/2025-26/TENDER/039

14.07.2026

HLL Lifecare Limited (HLL), a Government of India Enterprise, invites E-tender from reputed service providers meeting the eligibility criteria as per our tender.

SI No	Particulars	Description
1	Name of Item/Work	E-Tender to select the service provider of Biomedical Equipment Maintenance Management across Himachal Pradesh
2	Location	Healthcare institutions across the state of Himachal Pradesh
3	Brief description of Item/Work	Service provider identified through this e-tender shall repair and maintain all the Biomedical equipment available in all the healthcare institutions of Himachal Pradesh as per the terms and conditions specified in this tender document.
4	EMD	Rs.20,00,000.00 (Rupees Twenty Lakh only)
5	Bid fee	Rs.5,000.00 (Rupees Five Thousand only)
6	Period of Contract	5 years from date of start of service, subject to annual performance review
7	Eligibility criteria for Bidder(s)	As per Tender document
8	HLL A/c Details for payment of Bid Fees and EMD (Payment mode: NEFT/RTGS)	Name of Bank: HDFCBANK A/c number: 00630330000035 IFSC Code: HDFC0000063 Branch name: Vazhuthacaud Branch
9	Last date and time for online submission of online bids	04.08.2026 at 13:00 hrs
10	Date and time of opening of e-tender	05.08.2026 at 13:00 hrs
11	Date of Pre-bid meeting	21.07.2026 at 11:00 A.M Venue : Only online Meeting link : https://meet.google.com/pyu-qyxm-mwn
12	Address for Communication at HLL regarding the tender	Vice President (PS) & GH (HCS) Sourcing Division HLL Lifecare Limited Corporate & Regd Office, HLL Bhavan, Poojappura, Thiruvananthapuram-695012 E-mail: sdrbdsouth@lifecarehll.com

GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

9.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR

/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787

Note:- International Bidders are requested to prefix +91 as country code

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in,

13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:
- Vice President (PS) and GH (HCS)**
Procurement Services Division
HLL Lifecare Limited
Corporate & Regd. Office
HLL Bhavan, Poojappura,
Thiruvananthapuram-695012
15. E-mail: sdrbdsouth@lifecarehll.com The bids shall be opened online at the **Office of the Vice President (PS) and GH (HCS)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

16. More details can be had from the Office of the Vice President (PS) and GH (HCS) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Pre-bid meeting: Not Applicable for this tender
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

19. Tender Processing Fees and Bid Security (EMD):

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank: HDFC BANK
A/c number: 00630330000035
IFSC Code: HDFC0000063
Branch name: Vazhuthacaud Branch

Document of the above transactions (UTR NUMBER and DATE OF UTR) completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The supplier / contractor's bid will be evaluated only if payment is effective on the date and time of bid opening.

20. The Bid Security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity.
21. MSE are exempted from Bid Security and if they are interested in availing exemption from payment of bid security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/UdyogAadhaar and also submit the Bid Security Form. If

the bidder is a MSE, it shall declare in the bid document the UdyogAadhar Memorandum Number issued to it under the MSME Act, 2006. If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

22. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
23. HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
24. In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare as deemed fit.
25. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
26. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
27. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

28. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

Note:- It is necessary to click on “Freeze bid” link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

VICE PRESIDENT (PS) AND GH (HCS)

Section 1

INSTRUCTIONS TO THE BIDDERS (ITB)

I. COMPANY BACKGROUND:

HLL Lifecare Limited (HLL) is a public sector undertaking under the administrative control of the Ministry of Health & Family Welfare, Government of India. HLL's purpose of business is to provide quality healthcare products and services at affordable rates. In its quest to become a comprehensive healthcare solutions provider, HLL had diversified into hospital products and healthcare services, while nurturing its core business of providing quality contraceptives. HLL is offering solution for retailing and making available range of HLL's quality healthcare products / Sanitary Napkins / Condoms etc. through state-of-art technologies. HLL also launched several initiatives in the service sector - for medical infrastructure development, diagnostics centre's and retail chain of pharmacy outlets and procurement & consultancy services. HLL has also ventured into managing Biomedical Equipment Maintenance Management Programme contract for few Medical Universities, State Governments, etc.

II. SCOPE OF WORK OF THE BIDDER

Through this e-Tender, HLL invites bids on behalf of Government of Himachal Pradesh from reputed and experienced service providers to maintain the Biomedical equipment available in the Government healthcare institutions. The scope of work are as follows.

- 2.1 The bidder shall maintain all the biomedical equipment available in all the Government healthcare institutions after initial mapping carried out by the bidder. The equipment mapped shall be made available on the Equipment Management Information System (EMIS) and dashboard after approval by the health institutions authority and NHM Himachal Pradesh. The bidder will provide 24 X 7 call center-IVRS based support along with an office set up at Shimla.
- 2.2 To ensure 24x7, 365 days uptime of 95% for all medical equipment in District Hospitals, ZH, RH & Medical Colleges, 90% for CH & CHCs and 80% for PHCs. Average uptime over a one-year period is considered to be a reflection of good systems efficiency.
- 2.3 Downtime (breakdown period) for critical and lifesaving equipment should not exceed 3 days and that for all other equipment should not be more than 7 days from the date and time of registration of fault. The list of critical equipment is given in Appendix 3

2.4 To complete the project as outlined under: -

- 2.4.1 The terms and conditions stipulated in this tender document, including scope of services, maintenance protocols, inventory management, and reporting mechanisms, HR deployment, where dedicated Biomedical Engineer will be deployed in each district and Medical College by the bidder (services provider).
- 2.4.2 The period of contract will be valid for five years subject to annual performance review and further extendable for two years on yearly basis based on the satisfactory service delivery.
- 2.5 The medical equipment that are already covered under Warranty/ AMC/ CAMC, the bidder shall administer the contract concerned and execute the necessary repair on behalf of NHM / Hospital through the respective contractors. The details of Warranty/ AMC/ CAMC needs to be provided by the hospital/ First Party for easy collaborations with the suppliers.
- 2.6 For equipment under AMC/ CAMC/ Warranty, if the manufacturer / supplier of any equipment is not responding to bidder despite diligent follow up, bidder shall inform HLL regarding the issue within seven days from the date and time of breakdown reported. After which, HLL shall take suitable action and a copy of call closure report/ confirmation for closing the call shall be provided to bidder. The call registered in the IVRS portal then will be closed.
- 2.7 Maintenance costs for equipment that are currently in any AMC/ CAMC/ warranty contract shall be added by the bidder only after the expiry of contracts for the respective equipment. The contract value will be fixed every year on a quarterly basis. Hence the equipment whose CAMC / warranty are expired during the course of the contract period will be added in the contract value of the subsequent quarterly period of the contract year. However, bidder shall provide service to the equipment as per the terms of the contract from the date of expiry of CAMC/ Warranty.
- 2.8 Bidder shall provide an equipment identification code system. Bidder shall tag all the equipment using GS-1 standard coding approved by Ministry of Commerce, Government of India. The GS-1 tagging shall be in the name of NHM and the applicable fees and charges shall be paid by the bidder during the contract period. In case the coding tags are faded / peeled off during the contract period, bidder shall replace them with the same code number.

- 2.9 Bidder shall map all the equipment that are working/ not working and irrespective of AMC/ CAMC/ warranty status. However, the contract status of the equipment i.e Warranty/ AMC/ CAMC / None etc shall be assigned to each equipment for ease of identification. The status of working/ not working shall also be marked against each equipment.
- 2.10 Bidder shall identify and respond to requests seeking maintenance of all Biomedical Equipment through CMMS tool.
- 2.11 Bidder should provide web enabled Equipment Management Information System for the categorization of all equipment, clearly identifying critical equipment. Information System shall be of web enabled software application for the Biomedical Equipment Maintenance and Management Programme with complete inventory and equipment details. The dashboard shall be customized to display the details of the institutions.
- 2.12 Bidder shall provide online access with all privileges to HLL/ NHM / Hospital authorities. The application should be able to calculate the minimum time taken for attending each call, time taken to complete each complaint, uptime maintained for each category of institutions and equipment and to generate reports. The application shall have history of maintenance of an equipment with details of spare parts replaced, service activities undertaken during each call, PM done & due date, calibration done & due date and to generate reports as required by HLL / NHM/ Hospital.
- 2.13 The maintenance activities, corrective action taken etc., for each equipment shall be recorded promptly in the software application. The history of any equipment shall be available at every point of time which should be retrievable using the unique equipment code.
- 2.14 The contract status of the equipment shall be shown against the asset. The assets shall not be marked as Beyond Economic Repair or any other category without obtaining the prior approval of the institution/ relevant authority/ Committee on the Equipment Management Information System (EMIS) and dashboard.
- 2.15 HLL shall have the right to increase the number of equipment beyond the present number from the date of execution of the MOU. In the event of any such increase in the number of equipment by HLL, the bidder shall provide all support and maintain the additional equipment from the beginning of subsequent quarter, as part of the existing scope of work and upon the same terms and condition specified in the MOU. If any spare part replacement is required prior to the equipment being added to the subsequent quarterly period, the cost of such spares shall be charged separately to

HLL. The bidder shall obtain prior approval from the HLL before undertaking such replacement.

- 2.16 Bidder should also provide service to any equipments which are not mapped or not included in the agreed inventory. Such equipment shall be added in the inventory in the subsequent quarter.
- 2.17 The asset base evaluation will be fixed every year on quarterly basis for a dynamic asset valuation system. Equipment out of Warranty/ CAMC/ AMC during the quarter are included in the next quarter and equipment that are approved as Beyond Economic Repair (BER) are also excluded from the asset base. However, the bidder shall continue to provide service to the equipment as per the terms of the contract from the date of expiry of AMC/ CAMC / Warranty.
- 2.18 The critical and lifesaving equipment viz., Ventilator, CT Scan, MRI, ECG machine, Defibrillator, Infusion Pump, C-PAP/ Bi-PAP Machine, Baby Incubator (Phototherapy), Oxygen Concentrator, Suction Apparatus, ABG Analyzer, Haemodialysis machine, Hematology Analyzer, Biochemistry Analyzer, Dental Chair (PCB), Multi para monitor, Emergency Resuscitation Kit, Anesthesia machine, Anesthesia workstation, Ultrasound machine, Mammography unit, X-Ray machine, Radiant warmer, ELISA Reader, Laser Therapy unit etc. and any other equipment indicated in this category by Govt. Of India need regular / daily basis monitoring by the Biomedical engineer.
- 2.19 Bidder shall provide a list of equipment to be included and excluded in the inventory to arrive at the contract value within the end of 2nd month of every quarter.
- 2.20 Bidder shall rectify the complaints on priority which are intimated as 'Urgent' by HLL / NHM / Hospital within the stipulated time period.
- 2.21 Bidder shall at all times comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, pollution control, all local, state and national laws and the requirements of competent and/ or Regulatory Authorities whose jurisdiction/authority applies in the field/area where the services are being provided.
- 2.22 A dedicated IVRS based Call-Centre, web- based application and Mobile application to be allocated and this will be integrated to CMMS tool Complaints pertaining to the equipment to be logged by the user either by calling through IVRS number or through web- based application.

- 2.23 The call centre should have automatic call logging capacity and the backup log shall be available for at least one year at any given point of time. The old log details shall be archived by bidder for future references and verification.
- 2.24 Each complaint registered should have a complaint ID and it shall be closed only after resolving the same. The call shall be closed by obtaining a service report signed by the nodal officers / end user of each institution. These service reports shall be uploaded in the software and should be viewable at any point of time and should be under the safe custody of the bidder (in case of hard copy reports) and shall be produced for verification at any point of time during the contract.
- 2.25 Complaints calls should be closed only after completely rectifying the reported complaint of the machine. Calls should not be closed by providing a partial solution. Complaint calls should not be closed without obtaining authenticated reports.
- 2.26 Bidder shall ensure that the service provider shall procure all the necessary tools, spare parts, manpower, vehicles and other services required for the satisfactory completion of the contract. Bidder shall be responsible for the safety and occupational health of its staff involved with performance of various duties towards the fulfilment of this contract. They shall also provide genuine spares and accessories of any equipment required for resolving the complaint or for the satisfactory functioning of the equipment during the contract period. The bidder shall be responsible for the cost of all spare parts required for maintaining and restoring the functionality of the equipment under this contract. However, any consumables necessary for the routine operation of the equipment shall be purchased and arranged by the hospital/ NHM itself.
- 2.26.1 Purchase of any consumable item or disposable item that is meant for single use shall be the responsibility of the respective hospitals. Reagents and Chemicals shall also be under the responsibility of the respective hospitals.
- 2.26.2 It is the responsibility of the bidder to execute necessary agreements/ arrangements with OEMs, direct importers of the equipment, for the required spare and service support.
- 2.27 Bidder shall stock adequate spares, accessories of the equipment in the state at suitable locations for immediate service support. A list of critical spares shall be identified for all the equipment specifically to each manufacturer and shall maintain stock in the state all the time.
- 2.28 Bidder shall keep the record of spares replaced during the contract period.

- 2.29 Bidder should provide preventive and corrective maintenance for all biomedical equipment in all facilities. Bidder shall also conduct calibration of all biomedical equipment. The list of equipment to which the PM, Calibration to be conducted as given as Appendix 4 along with the period.
- 2.30 Preventive maintenance and calibration stickers shall be affixed on every machine with date of activity and next due date.
- 2.31 Bidder shall prepare Preventive Maintenance schedule and calibration schedule and execute the same.
- 2.32 Bidder shall have no obligation to repair any equipment damaged by the user willfully at the facility. If requisition form/ service report for the repair of such equipment is made, Bidder shall have the right to invoice it and entitled to additional payment. A requisition form for rectification shall be obtained from the concerned institute signed by the head of the institution/ department shall be submitted to HLL.
- 2.33 In case of any rodent damage, missing spare and user damage - the matter shall be informed to the concerned hospital Authority and HLL. A requisition form/ Service Report for rectification shall be signed by the Hospital Authority shall be submitted to HLL. If requisition form/ service report for the repair of such equipment is made, bidder shall have the right to invoice it and entitled to additional payment. A requisition form for rectification shall be obtained from the concerned institute signed by the head of the institution/ department shall be submitted to HLL.
- 2.34 Exclusions under power fluctuation in hospital will be considered, only if more than one equipment is damaged at the same time and certified by the head of the concerned institution / biomedical Engineer. If requisition form/ service report for the repair of such equipment is made, bidder shall have the right to invoice it and entitled to additional payment. A requisition form for rectification shall be obtained from the concerned institute signed by the head of the institution/ department shall be submitted to First Party.
- 2.35 For equipment that is non-functional during the equipment mapping will be included in the contract. The repair work must then be completed within **4 Months** from the date of start of the contract period.
- 2.36 Bidder shall try to rectify the equipment within the premises of the institution to the maximum possible extent. However, if there arises a situation to take the equipment out of the premises of the institution, the same shall be done after getting prior approval from the concerned institution head/ HLL / NHM.

- 2.37 Bidder can declare an equipment as Beyond Economic Repair (RBER) against a breakdown call reported under the following occasions;
- 2.37.1 Manufacturer/ OEM is not available
In case of manufacturer not existing, no contacts available, etc. the Second Party can highlight the same and these issues will be taken as exceptional case and BER shall be submitted.
- 2.37.2 End of Life (EOL) declared by manufacturer
In case of equipment declared as end of support by manufacturer the bidder can highlight the same and BER shall be submitted.
- 2.38 The BER report will be verified by HLL and forwarded to NHM and further to the concerned institution for initiating the condemnation procedure.
- 2.39 A report identifying the equipment requiring condemnation should be submitted by bidder at the end of every quarter and the equipment will be removed from the asset list of equipment from the subsequent period.
- 2.40 For condemnation of Radiological devices, approval from appropriate authority must be taken by the NHM or the hospital authorities and condemnation be done as per guidelines issued by the appropriate authority.
- 2.41 The bidder shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe methods. The bidder will always act in respect of any matter relating to this contract or to the services as faithful advisers to HLL / NHM and shall at all times support and safeguard the HLL's legitimate interests in any dealings with sub-Consultant or Third Parties.
- 2.42 The bidder shall attend only those complaints that are duly logged by hospitals or Institutions through the designated online portal. However, in exceptional and critical situations where portal access is not feasible, the bidder may attend verbal complaints, provided that such complaints are subsequently entered into the portal by the concerned institution at the earliest opportunity.
- 2.43 Any recruitment done for the execution of this MoU shall exclusively be the sole responsibility of the bidder, without any lien/responsibility on HLL / NHM in any manner.

III. TECHNICAL AND ADMINSTRATIVE HUMAN RESOURCE

- 3.1 The bidder shall recruit trained Engineering and administrative human resources for maintaining and managing the project.
- 3.2 The qualification of the technician shall be minimum ITI or equivalent, supervisors shall be minimum diploma or equivalent and Engineers shall be minimum B. Tech /B. E or equivalent with minimum 2 years' experience in the field of maintaining biomedical equipment.
- 3.3 The manpower recruited shall have adequate composition of technical and professional skills. The bidder shall provide adequate training to the manpower recruited in all relevant categories. The bidder should also have specialist equipment specific Engineers in the team for timely repair of sophisticated medical equipment.
- 3.4 The bidder shall specify color codes and uniform for all its employees visiting the sites for maintenance. The uniform shall include identification badge, clothing, protection gear, boots, cap and any other item required for safe delivery of the devices/services.
- 3.5 The bidder should provide the details of staff deployed with location to the HLL/ NHM. The details of employees leaving the project and joining during the contract period shall be informed promptly. A single point of contact for every district with mobile number and one single point of contact in the state level shall be provided to HLL / NHM.
- 3.6 The service provider shall provide minimum one Biomedical Engineer at every Medical College Hospitals and District Hospitals with technician(s) to support and attend equipment breakdown calls.
- 3.7 The minimum no of Engineers and Technicians to be deployed by the bidder per district is given in the below table apart from the manpower specified in clause 3.6. However, the bidder has to increase the manpower to meet the deliverables of the contract if required and as per State requirement.

District Name	Minimum No of Engineers	Minimum No of Technicians
Bilaspur	1	1
Chamba	2	1
Hamirpur	2	1

Kangra	7	6
Kinnaur	1	1
Kullu	1	1
Lahaul Spiti	1	1
Mandi	5	4
Shimla	3	2
Sirmaur	3	2
Solan	2	1
Una	1	1
Total	29	22

IV. SOFTWARE AND DASHBOARD

- 4.1 The software should provide Equipment Management Information System including analytics and equipment tracking with different category of equipment, namely Critical and lifesaving, and other remaining equipment. Further, States should also ensure that the admin control of the IT dashboard and safe custody of the server holding BMMP data is secured with the State Health Department.
- 4.2 It shall be of web enabled software application for the equipment maintenance programme with complete inventory and equipment details. A dashboard shall be provided in the website of HLL / NHM / DME / DHS authorities. The dashboard shall be customized to display the details of the institutions coming under that institution alone.
- 4.3 The Service provider shall provide online access with all privileges to HLL / NHM authorities. The application shall be able to calculate the penalty, minimum time taken for attending each call, time taken to complete each complaint, uptime maintained for each category of institutions & equipment, history of maintenance of an equipment, service undertaken during each call, PM done & due date, calibration done & due date and to generate reports as required by NHM / HLL.
- 4.4 The maintenance activities, corrective action taken for each equipment shall be recorded using digital register consisting of digital logs and action taken. The history of any equipment shall be available at any point of time which shall be retrievable through this unique equipment barcode in conformity with GS1 standards.

- 4.5 The contract status of the equipment shall be shown against the asset. The assets shall not be marked as Beyond Economic Repair or any other category without obtaining the prior approval of the Tender Inviting Authority.
- 4.6 The software provided should be operated from mobile phone and shall be provided to the officers of DHS/ NHM/ Tender Inviting Authority with all facilities and features.
- 4.7 The name of all the spares replaced and the cost of spares shall be captured in the software time to time and report shall be made available for the Tender Inviting Authority
- 4.8 The Service provider dashboard shall capture the following KPIS on dashboard:
 - 4.8.1 Profile of existing equipment and new additions in future as Asset register/Inventory
 - 4.8.2 Details of Critical and Non-Critical Equipment
 - 4.8.3 Total No. of equipment in Critical and Non-Critical Equipment category
 - 4.8.4 Warranty status of equipment.
 - 4.8.5 AMC/CMC status, if any, with other agency and details
 - 4.8.6 Calibration history, due dates and adherence with schedule
 - 4.8.7 Preventive maintenance history, schedule and compliance
 - 4.8.8 Functional status of equipment
 - 4.8.9 Uptime and downtime of equipment
 - 4.8.10 Total number of equipment functional
 - 4.8.11 Total Number of equipment Dysfunctional/ Open call
 - 4.8.12 Average turnaround time for closed calls
 - 4.8.13 Total number of Preventive maintenances done per Quarter
 - 4.8.14 Calibrations of equipment done categories wise per quarter
 - 4.8.15 Count of Pending calls
 - 4.8.16 Total No of equipment in which spare parts were replaced
 - 4.8.17 District with the Highest Call received, dysfunctional rate, Dysfunctional rate
 - 4.8.18 Average turnaround time per district for all facilities
 - 4.8.19 Total number of standby critical care equipment supplied per week
 - 4.8.20 No. of Dedicated and Shared Human Resource per district
 - 4.8.21 No of training sessions of doctors/nurses per district per quarter
 - 4.8.22 Mean Time Between Failures
 - 4.8.23 Mean Time to Repair
 - 4.8.24 Repair requisition raised, resolved, pending, duration of breakdown calls – resolved and pending.
 - 4.8.25 Details about repairs including labour time/ and spares
 - 4.8.26 Authorised person of facility/district/state and Service Provider engaged in repair requisition ticket till resolution of the ticket.
 - 4.8.27 Generate various types of reports related to equipment management at different level with track ability till facility and specific equipment.
 - 4.8.28 Auto generation of flags on due date of calibration, warranty, existing AMC/CMC, preventive maintenance

- 4.8.29 Training to bio-medical engineers of Service Provider and health facility staff.
- 4.8.30 Percentage of asset value under CAMC/AMC.
- 4.8.31 Percentage of uptime of equipment as defined in BMMP guidelines.

V. BAR CODE

- 5.1 The Service provider shall establish an equipment identification code system. This shall tag all equipment using GS-1 standard coding approved by Ministry of Commerce.
- 5.2 The barcode stickers shall be on vinyl laminated sheets and should not be faded over a period of time. The faded barcodes shall be replaced with fresh stickers without any delay.
- 5.3 The service provider shall provide QR codes for all equipment as a part of complaint management system with the facility of user reporting breakdown of the equipment scanning the QR code and gets confirmation of resolution through OTP/SMS.

VI. EQUIPMENT ASSET

- 6.1 The assets of institutions under DHS/ DME have to be mapped and provided in the Dashboard. This mapping exercise shall capture institution wise details of all medical equipment with asset value, installation date, barcode etc. The details are given in APPENDIX 5.
- 6.2 The decision of Tender Inviting Authority is final in case of any dispute in the asset value or other related details.
- 6.3 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 quarter and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.
- 6.4 In case of addition of any new equipment after warranty/AMC/CAMC, the value of equipment will be taken from the invoice value (on the basic value of the

equipment) less taxes, duties, packing, forwarding, loading, unloading, handling charges, etc.

- 6.5 The new equipment shall be barcoded and added into the inventory in succeeding month. The list of equipment to be added into the inventory shall be given by the concerned institution / NHM. The bidder shall add the equipment into the inventory within 10 days of getting the intimation.
- 6.6 The value of the asset shall be captured in the inventory only after approval from Tender Inviting Authority. The approval of asset value will be provided by the Tender Inviting Authority within 30 days of capturing in the software.
- 6.7 The bidder shall always comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, all general public general and national laws and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.
- 6.8 If the equipment is not captured in the asset, then complaint calls will be reported through email and the calls shall be attended and closed as per the terms of the contract. The calls received through email shall be sent to NHM / HLL every month. The bidder shall give the email id of NHM / HLL for registering calls which cannot be done through call centres. The dashboard shall have the details of such calls and call closure with. Penalty will be applicable for the calls reported through email also.
- 6.9 The UPS supplied along with equipment and UPS for dialysis centres has to be covered under the contract.
- 6.10 RO plant and water treatment plant for clinical purpose shall be covered under the contract.
- 6.11 Refrigerators in the laboratory and other clinical purposes shall be covered under the contract. In case of any dispute in addition of inventory, the decision of NHM / HLL is final in this regard.
- 6.12 The equipment which are not covered under the contract is given in Appendix 02
- 6.13 The 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.

- 6.14 The service provider should have back to back agreement with the OEM of the equipment for proper repair and maintenance of capital equipment like, CT scanner, MRI scanner, Linear Accelerator, etc.

VII. CALL CENTRE AND TOLL FREE NUMBER

- 7.1 The service provider shall establish and operate a well-equipped service network and adequately staffed 24x7 Centralized Call Centre (CCC) / IVRS based call centre that is accessible through “Centralized toll-free number” in English and local language as specified state to accept calls for fault registration.
- 7.2 For each health facility, there would be three levels of nodal officer(s) to whom a confirmation e-mail and SMS shall be given by the maintenance service provider after acceptance of a breakdown call from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via OTP through e-mail or SMS to nodal officer(s) identified on a case-to-case basis.
- 7.3 Three levels of nodal officers will be provided in each Hospital for approval of service reports of every complaint calls.
- 7.4 The call Centre should have automatic call logging capacity and the backup log shall be available for entire contract period at any given point of time. The old log details shall be archived by the bidder for future references and verification.
- 7.5 Each complaint registered should have a complaint ID and shall be closed after resolving the same. The call shall be closed by obtaining a service report signed by the nodal officers of each institution. These service reports shall be uploaded in the software and should be viewable at any point of time and should be under the safe custody of the bidder (in case of copy reports) and shall be produced for verification at any point of time during the contract period.
- 7.6 The name, designation and contact number of the officer signing the report shall be captured in the call closing service reports for future verification. In case of dispute on the call closure date and if the relevant details are not available on the service report used for closing the call, then such reports will not be considered, and the closure of call also will not be considered.

- 7.7 Complaints calls should be closed only after completely rectifying the reported complaint of the machine and confirmation OTP sent to the user for call closure based on user feedback. Calls should not be closed by providing a partial solution. If calls are closed without actually resolving the complaint, penalty will be levied from the date of registering the first call till the actual date of closing the calls.
- 7.8 The bidder shall ensure that all the calls are attended by the Engineers only after registering through the toll-free number. The bidder shall promptly educate the users periodically to register the calls only through toll free number and should ensure strictly that calls are not reported to the contact numbers of the field Engineers directly. Tender Inviting Authority reserves right to levy penalty, if the calls are attended without registering through the TOLL-FREE number.

VIII. TOOLS AND SPARES

- 8.1 The bidder shall stock adequate spares, accessories of the equipment in the state at suitable locations for immediate service support.
- 8.2 A list of critical spares shall be identified for all the equipment specifically to each manufacturer and shall maintain stock in the state all the time.
- 8.3 The bidder shall keep the record of spares replaced during the contract period.
- 8.4 The spares used shall be OEM approved and authorized.
- 8.5 The Bidder shall be responsible for procuring all the necessary tools, spare parts, manpower, vehicles and other services required for the satisfactory completion of the contract.
- 8.6 The bidder shall be responsible for the safety and occupational health of it's staff involved with performance of various duties towards the fulfillment of this contract.
- 8.7 A proper forecast should be made on items like batteries, filters, valves, tubings etc. and should be procured in advance to save time. Cleaning and lubricating material should also be procured in advance with bigger quantity. The service provider is expected to make contacts with medical equipment manufacturers with proper need anticipation to ensure availability of spare parts (internal components) for equipment. The service provider is expected to change worn out parts at a time frame specified by manufacturer during preventive maintenance.

- 8.8 The service provider should maintain a library with operating and service manual for every model of equipment under his/her maintenance contract. These manuals shall help support in inspection, preventive maintenance, repair and calibration.

IX. USER TRAINING

- 9.1 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.
- 9.2 The service provider shall arrange for periodic user trainings of all equipment not less than twice a year per institution irrespective of the equipment being within/outside the warranty period.

X. PREVENTIVE MAINTENANCE AND CALIBRATION

- 10.1 The Service provider should provide preventive and corrective maintenance for biomedical equipment in all public healthcare facilities up to the level of PHC.
- 10.2 The bidder should also conduct electrical safety test and calibrate the equipment available in all the institutions.
- 10.3 The list of equipment and frequency of preventive maintenance, calibration and testing to be done is provided in **Appendix 4**.
- 10.4 The list will be further modified during the course of contract based on the requirement. Priority shall be given for hospitals and laboratories with national and state accreditation.
- 10.5 Preventive maintenance and calibration stickers shall be affixed on every machine with date of activity and next due date.
- 10.6 The bidder shall prepare monthly preventive maintenance schedule and calibration schedule and execute the same.
- 10.7 A consolidated report for breakdown, preventive and calibration activities carried out including the uptime maintained for each equipment, total downtime days, time taken for rectifying each complaint shall be generated from the software and

submitted / send email to the respective institution every month and the same shall be forwarded to NHM / HLL after approval. The format of the report shall be provided by HLL.

XI. SPARES AND ACCESSORIES

- 11.1 The bidder shall provide genuine spares (OEM approved where applicable) and accessories of any equipment required for resolving the complaint or for the satisfactory functioning of the equipment during the contract period. The spares and accessories shall include X ray tubes, mono-block, image intensifier, HT Cables, Helium for MRI, all kinds of Probes, all types of sensors and transducers, all kinds of electrodes, all kinds of cables, Detectors, battery, battery for UPS, other pneumatic parts, flow sensors, Oxygen cells, probe for pulse oximeter, ECG cables, cassettes, image plates, tubing, bulbs / lamps, filing solutions of electrodes, RO filters and other all kinds of filters and cartridges used in water treatment system used in labs, and any other spares / accessories which are not specifically mentioned here but required for the satisfactory functioning of the equipment as on case may be and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, Computer, Compressor, Monitor and any accessory which are not mentioned which forms part of the equipment system, without which it cannot work satisfactorily.
- 11.2 All ancillary equipment (Like RO-plants, UPS, PC etc) provided along with main equipment forms part of the contract, including the software, UPS, calibration tools, measuring and instrumentation equipment.
- 11.3 The air-conditioners of all capital equipment shall be done as part of turnkey shall be part of the contract.
- 11.4 Any consumable item or disposable item which is meant for single use shall be the responsibility of the respective hospitals. Reagents and chemicals shall also be in the responsibility of the respective hospitals.
- 11.5 It is the responsibility of the bidder to execute necessary agreements / arrangements with OEMs, direct importers of the equipment for the required spare and service support.
- 11.6 The maintenance service provider shall have no obligation to repair any equipment damaged by the user willfully at the facility. If requisition for repair of such equipment is made, the maintenance service provider shall have the right to invoice it. A requisition form for rectification in the stipulated format Equipment

Status (ESV) shall be obtained from the concerned institute signed by the head of the institution and biomedical Engineer (if available) shall be submitted to HLL.

- 11.7 In case of any rodent damage, missing spare and user damage the matter shall be informed to the concerned hospital head, concerned biomedical Engineer and the Tender Inviting Authority on the same day of attending the service call and not beyond 48 hours of registering the call. The request of such nature received after this period will not be considered. A requisition form for rectification in the stipulated format (ESV) shall be obtained from the concerned institute signed by the head and biomedical Engineer (if available) shall be submitted to Tender Inviting Authority.
- 11.8 Exclusions under power fluctuation in hospital will be considered, only if more than one equipment is damaged at the same time and certified by the head of the concerned institution and biomedical Engineer (if available).
- 11.9 The Equipment Status Verification (ESV) form along with repair estimate shall be submitted within 10 days of call registration. Penalty will be levied for every additional day as per clause XVII. Work orders will be issued by HLL for the rectification work based on the repair estimate submitted. The work shall be completed within 14 days of receipt of work order. Penalty will be levied for every additional day as per clause XVII.
- 11.10 As per clause 4.26, if the repair estimate is less than or equal to Rs.5,000 then the repair work shall be done within the scope of the contract

XII. BEYOND ECONOMIC REPAIR AND CALIBRATION

- 12.1 The terms & condition for declaring any medical equipment as BER & its disposal will as per clause 2.37.
- 12.2 In case of equipment declared as end of support by manufacturer and manufacturer not existing, etc the bidder can highlight the same and these issues will be taken as exceptional case and the decision of Tender Inviting Authority will be final in such cases.
- 12.3 The report will be verified in the state level and forwarded to the concerned institution for initiating the condemnation procedure. If the recommendation of beyond economic repair by the bidder is found to be false and not meeting the criteria, then applicable penalty will be levied.
- 12.4 The condemnation committee shall include a representative of the service provider & District Biomedical Engineer as special invitee as per the committee.

- 12.5 A report of BER medical equipment with details and justification for making an item BER should be submitted by the service provider to tender inviting authority every year and the BER equipment will be deleted from the contracted list of equipment immediately on agreement by the Tender inviting authority. The same should reflect in the service provider dashboard for re-assessment of asset value.
- 12.6 The maintenance Service Provider should not under any circumstances cannibalise or use spare parts or component of any BER/ Sentenced equipment.
- 12.7 For condemnation of Radiological devices, approval from appropriate authority (BARC) should be taken prior condemnation. Disposal of any radioactive source/item shall be done strictly as per existing AERB guidelines.
- 12.8 List of equipment recommended for condemnation shall be provided to user health facility and Tender Inviting Authority during the contract period.

XIII. PRIORITY MAINTENANCE AND REPAIR

- 13.1 The software provided should have facility for flagging any call after registration. The repair of critical equipments cannot wait till the maximum allowed time for repair specified in the tender. Call flagging facility shall be provided for all institutions / Biomedical Engineers and Tender Inviting Authority.
- 13.2 If any call is flagged, the call shall be attended with 2 hours and rectified within 48 hours.
- 13.3 If the bidder fails to repair the flagged calls with 48 hours and other calls within the maximum time permitted in the tender and if the equipment is essential for the smooth functioning of the hospital, either the hospital authorities or the Tender Inviting Authority shall take action to rectify the equipment at the risk and cost of the bidder.
- 13.4 If the bidder fails to undertake preventive maintenance and calibration as per the schedule or request of the hospital authorities / Tender Inviting Authority, then the same will be done at the risk and cost of the bidder

XIV. SUBSTITUTE EQUIPMENT

- 14.1 The bidder can provide substitute (standby) equipment if the repair time is predicted to be very high. The substitute equipment shall render all the deliverables of the original equipment or shall be matching for the already sourced reagents or provided with specific reagents for effective service delivery as on case may be.
- 14.2 The approval for providing standby shall be obtained from Tender Inviting Authority by providing all the details of both the equipment. The concerned district / institution biomedical Engineer shall certify the adherence of the standby equipment to the above mentioned clause.

- 14.3 If substitute equipments are provided by the bidder by satisfying the above clauses, then the penalty will not be levied from the date of providing substitute.
- 14.4 The bidder shall provide provision in software for highlighting substitute equipment and monthly reports shall be submitted to Tender Inviting Authority and also in software application.
- 14.5 The original equipment shall be returned within 60 days of providing substitute equipment. All details shall be captured in the software and history of events shall be retrieved at any point of time from the application

XV. TAKING EQUIPMENT OUT OF THE FACILITY

- 15.1 The bidder shall try to rectify the equipment within the premises of the institution to the maximum possible extend. However if there arises a situation to take the equipment out of the premises of the institution, the same shall be done after getting prior approval from the concerned institution head, Biomedical Engineer and Tender Inviting Authority. In such case the equipment shall be returned within 30 days failing which the Tender Inviting Authority shall initiate action to procure new equipment at the risk and cost of the bidder.
- 15.2 A list of equipments taken for service shall be given to Tender Inviting Authority every with details of returning date

XVI. TIMELINES

- 16.1 The prototype of the software as mentioned in clause IV shall be demonstrated within 15 days of awarding the contract (receipt of order) and get it approved by Tender Inviting Authority / NHM
- 16.2 A service level agreement along shall be executed after finalization of asset for the first year.
- 16.3 The inventory of equipments in the institutions under Directorate of Medical Education shall be mapped and submitted to the Tender Inviting Authority within 30 days of awarding the contract.
- 16.4 The inventory of equipments in the institutions under Directorate of Health Services shall be verified and reported to Tender Inviting Authority within 45 days of awarding the contract.
- 16.5 The contract shall be started within 60 days from the date of issuance of the award of contract. The bidder shall complete the setting up of call centre within this

period. Any earlier date is acceptable for the commencement of the contract, fulfilling the above requirements.

- 16.6 The non-functional equipment in all institutions shall be made functional within 4 months of taking over the project

XVII. PENALTY / LIQUIDATED DAMAGE

- 17.1 If more than seven days in case of normal equipment/three days in case of critical equipment are taken to rectify the fault from the date and time of registration of faults, the following penalty shall be payable by second party and shall be deducted in the payment.
- 17.2 For equipment whose declared asset value is below Rs.10,000/- a penalty of Rs.50/- for every extra day.
- 17.3 For equipment whose declared asset value is above Rs.10,000/- but below Rs.1,00,000/- a penalty of Rs.500/- for every extra day.
- 17.4 For equipment whose declared asset value is above Rs.1,00,000/- but below Rs.10,00,000/- a penalty of Rs.1,000/- for every extra day.
- 17.5 For equipment whose declared asset value is above Rs.10,00,000/- but below Rs.1,00,00,000/- a penalty of Rs.3,000/- for every extra day.
- 17.6 For equipment whose declared asset value is above Rs.1,00,00,000/- a penalty of Rs.10,000/- for every extra day.
- 17.7 If the preventive maintenance schedule of GOI guidelines is not followed, then the penalty @ Rs. 250/- per equipment per visit shall be levied.
- 17.8 Under the liquidated damage clause breakdown period for general equipment shall be 7 days and for critical equipment it shall be 3 days. The list of critical care equipment given as Appendix 3.
- 17.9 Penalty as mentioned will be levied for those equipment found non functional at time of initial mapping if that are not made functional within 4 months (120 days) from the date of commencement of the contract.
- 17.10 If the uptime mentioned in clause II is not adhered by the service provider and any equipment remained un-repaired on the 60th day of logging of the complaint, the 100% cost of that equipment multiplied by the number of same equipment mapped

in the state shall be deducted from the asset value determined for billing by the tender inviting Authority.

- 17.11 The penalty for not rectifying any faulty within 7 days for the non-critical equipment and 3 days for critical equipment shall be deducted in the subsequent quarterly payment. However, the penalty for not providing the stipulated annual uptime shall be deducted in the fourth quarter payment of every year.

SECTION 2: **ELIGIBILITY CRITERIA**

A Bidder should have following eligibility criteria as of the date of bid submission and should continue to meet these till the award of the contract.

- 2.1. Bidder should have a valid GST and PAN.
- 2.2 The Bidder shall be a sole Bidder (Company/Society/Trust) or a group of companies' subject to maximum of two coming together as Consortium to implement the Project.
- 2.3 The Bidder cannot be an individual or group of individuals. The Bidder should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. The bidder may also be a government enterprise which provides engineering and / or health services.
- 2.4 The bidder should have at least three (3) years of experience (till the date of bidding) in maintaining Biomedical Equipment in hospitals through Biomedical Equipment Maintenance and Management Programme in at least one state of India through a centralized call centre and by deploying Engineers and technicians.
- 2.5 The Bidder should be able to give evidence of existence of a centralized call centre of capacity adequate to meet the complaints from the number of facilities as expressed in the earlier contract agreement or IVRS based call Centre.
- 2.6 The bidder should have adequate skilled Biomedical / clinical Engineering human resources to meet the workload. This may be expressed as minimum number of Engineers per facility / zone / district/ state.
- 2.7 The bidder should have an average annual turnover of Rs. 40 Crores for the last three completed financial years. The bidder shall submit proof of the same (notary attested audited copy of audited accounts, balance sheet, annual report etc.)
- 2.8 In case of consortium seeking to be a provider of maintenance services, the lead member shall have at least 51% ownership of the financial capital for the entire duration of the contract.
- 2.9 The consortium agreement should be in place before the date of tender submission. The roles and responsibilities of each consortium members should be clearly defined.
- 2.10 Bidders including the consortium members who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State

- Government or Central Government department/Organization should not participate in the tender during the period of blacklisting.
- 2.11 The bidder whose maintenance contract terminated due to unsatisfactory performance or due to breach of agreed terms should not participate in the tender as sole bidder or as part of the consortium
 - 2.12 Bidders shall submit the Tender processing fee and EMD online on or before the due date as mentioned in the NIT. The bidders who failed to submit the Tender Fee and EMD before the submission deadline will be considered as technically non responsive. MSE vendors are exempted from Bid Security and shall submit Bid Security Form.
 - 2.13 Bidder should submit duly signed and sealed DECLARATION.
 - 2.14 Bidder should submit duly signed and sealed INDEMNITY CERTIFICATE
 - 2.15 Bidder should submit duly signed and sealed Non Blacklisting & Non-Conviction Certificate

SECTION 3

TERMS & CONDITIONS

- 1.1 The eligibility criteria is given in section 2.
- 1.2 Bidders must ensure strict compliance to all statutory regulations.
- 1.3 A bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

2 COST OF BIDDING

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 2.2 Tender documents may be downloaded free of cost from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, tender document fees, as mentioned in the NIT, is required to be submitted along with the online bid (Not applicable currently due to GO)

3 GETTING INFORMATION FROM WEB PORTAL

- 3.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 3.2. All bids shall be submitted online on the Government e-procurement portal only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through Government e-procurement portal under any circumstances.
- 3.3. The Government e-procurement portal shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

4 BIDDING DOCUMENTS

4.1. Content of Bidding Documents

The bidding documents shall consists of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
- b. General Instruction to Bidders
- c. Instructions to Bidders
- d. General Conditions of Contract (GCC)
- e. Special Conditions of Contract (SCC)
- f. Annexures to Bid

- 4.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. Bidder shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

- 4.3. The bidder is expected to examine carefully all instructions, Conditions of Contract, Annexures, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

5 CLARIFICATION OF BIDDING DOCUMENTS

- 5.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 AM and 5 PM.
- 5.2 In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

6 AMENDMENT TO BIDDING DOCUMENTS

- 6.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 6.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 6.3. If the addendum thus published does involves major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

7 PREPARATION OF BIDS

7.1 Language of the Bid

All documents relating to the bid shall be in the English language.

7.2 Documents to be submitted along with the Technical Bid

The online bid submitted by the bidder shall comprise the following:

- a) Earnest Money Deposit
- b) Detailed proposal describing the mode of implementation of the project, category and number of manpower to be deployed in each district, state level. Equipment and facilities to be installed in the call centre, details of the web enabled software application, etc.
- c) Bid form as per Annexure 01.
- d) Power of Attorney for signing the proposal as per Annexure 02.
- e) Power of Attorney for signing for lead member of consortium as per Annexure 03. (Only in case of consortium).
- f) Affidavit Non-conviction as per Annexure 04.
- g) Anti-collusion certificate as per Annexure 05.
- h) Project Undertaking as per Annexure 06.
- i) Memorandum of Understanding as per Annexure 07. (Only in case of consortium).
- j) Board resolution for Bidding entities as per Annexure 08 (Only in case of consortium)
- k) Undertaking for individual members as per Annexure 09. (Only in case of consortium).
- l) Information regarding bidder as per Annexure 10.
- m) Category details of bidder as per Annexure 11.
- n) Bid security declaration form as per Annexure 12.

- o) Checklist as per Annexure 14
- p) Self Declaration compliance to rule 144(xi) of GFR 2017 as per Annexure 15.
- q) Brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to financial and technical obligations. (Only in case of consortium)
- r) Annual turnover statement for last three years certified by the auditor.
- s) Pre-contract Integrity pact as per Annexure 16.
- t) The experience of operation BEMMP in years and month, Asset value of every year of operation, No of assets handled every year of operation, Specialized equipment handled, Biomedical Engineers and technicians in each project, uptime maintained submitted shall be signed by the concerned state authorities.
- u) ISO 9001 and ISO 13485 certificate of the bidder.
- v) The documents such as work orders, performance reports, agreement from the user institutions proving that the bidder should have at least three (3) years of experience (till the date of bidding) in maintaining Biomedical Equipment in institutions through Biomedical Equipment Maintenance and Management Programme in at least one state of India through a centralized call centre and by deploying Engineers and technicians.
- w) Documentary proof to substantiate the existence of a centralized call center of capacity adequate to meet the complaints from the number of facilities as expressed in the earlier contract agreement or IVRS based call centre.
- x) Undertaking to equip its trained Biomedical/Clinical engineering human resource with required vehicles to reach out to sites as well as vehicles to carry tools and equipment to and from the site. The bidder must also undertake that no equipment is transferred across health facilities to meet requirements at random as this could disturb patient care and planning at a given facility.
- y) Notary attested documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.
- z) Notarized audited copies of the P& L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors.
- aa) Notary attested copy of IT returns filed for the last three completed years.
- bb) Copy of amendments if any duly signed in all pages by the bidder or the authorized signatory.
- cc) Price Bid (BOQ) as per the format available in e tender portal
- dd) Indemnity certificate as per section 7
- ee) Declaration as per section 8
- ff) Details as per Annexure 17

Note: If any of the above document are not applicable for eligible bidders then they shall attach a “NOT APPLICABLE “statement mentioning the justification for the same.

All Annexures must be dully signed and sealed while submitting the same.

Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

8. Bid Prices

- 8.1 The Bidder shall bid as described in the Bill of Quantities.
- 8.2 The Price bids (BOQ) of the short-listed eligible bidder(s) will be opened only after evaluation of Technical Bids.
- 8.3 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.
- 8.4 Bidder shall download the available price bid format in e-tender portal, and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The price bids which are blank shall not be considered and treated as not responsive.
- 8.5 Price Offered shall be all inclusive and in percentage and after deducting the scrap value of old unserviceable parts / components replaced for repairs. The bidder shall quote the rates as percentage of the equipment inventory for undertaking the biomedical equipment maintenance project across the state in accordance with the tender conditions for a year. The GST will be paid as applicable. The percentage quoted is fixed for the entire period of contract.
- 8.6 If in case of a tie, the bidders with highest technical score will be declared as the successful bidder.
- 8.7 Fixed rate: The percentage quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- 8.8 Price variation due to statutory changes including service charges will be reimbursed during the contract.
- 8.9 There shall also be no hidden costs.
- 8.10 Bidder shall quote prices in all necessary fields in the available format.
- 8.11 Sample price bid evaluation is given in Appendix I
- 8.12 The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

9. Currencies of Bid and Payment

- 9.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees.
- 9.2 All payments shall be made in Indian Rupees only.

10. SUBMISSION OF BIDS

The Bidder shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BoQ) file from the portal. The Bidder shall fill up the documents and submit the same online using their Digital

Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

The tender is invited in 3 **Envelope system** from the registered and eligible firms at CPP Portal.

a) Envelope - I (Tender Fee and EMD):

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HLL A/c details:

Name of Bank:	HDFC BANK
A/c number:	00630330000035
IFSC Code:	HDFC0000063
Branch name:	Vazhuthacaud Branch

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

NOTE

- SSI/MSE units interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar.
- If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
- If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
- The Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

b) Envelope - II (Technical bid): Technical Bid should contain dully filled, signed and scanned soft copy documents as mentioned in Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid - Section 7.2.

c) Envelope – III (Financial Bid): The Financial e-Bid through CPP portal:

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the file, open it and complete the colored (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The Unit basic price of the product shall include cost of the material, freight charges, Insurance or any other charges excluding GST for door delivery basis to our delivery location(s) and the same has to be entered in the Basic Unit rate column of BOQ.
- (ii) HSN Code and GST amount as applicable in appropriate column of BOQ.
- (iii) The total unit cost in figure and words.

- (iv) Prices shall be quoted in Indian Rupees.
- (v) If a firm quotes NIL Charges/ consideration, the bid for that item(s) shall be treated as unresponsive and will not be considered.
- (vi) If the Tenderer desires to ask for GST to be paid extra, the same must be specifically stated in the allotted column of BoQ. In the absence of any such stipulation or mentioned as zero then the price will be taken inclusive of GST and no claim for the same will be entertained later
- (vii) Price comparison during evaluation will be done on the Unit basic price of the product.
- (viii) In case bidders quoted different GST amount or percentage for the same item, in such case GST amount ascertained/ decided by the purchaser shall be final
- (ix) The need for indication of all such price components by the tenderers, as required in BoQ is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

Note:-

1. HLL Lifecare Limited reserves the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then HLL shall take the following action:
 - a) The agency shall be liable for debarment from tendering in HLL Lifecare Limited, apart from any other appropriate contractual /legal action.
- 8 On demand of the Tender Inviting Authority, this whole set of certificates and documents shall be send to the Tender Inviting Authority's office address (as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline mentioned. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
- 9 The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

11. Deadline for Submission of the Bids

- 11.1 Bid shall be received only online on or before the date and time as notified in NIT.
- 11.2 The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).

Modification, Resubmission and Withdrawal of Bids

- 11.3. Re submission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 11.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

- 11.5. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

12. BID OPENING AND EVALUATION

Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.

12.1. Bid Opening Process

- 12.1.1 Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

Envelope - I: Envelope- I Opening date shall be as mentioned in NIT Document. (Envelope – I shall contain scanned copy of Tender Fees and EMD).

Envelope - II: Opening date shall be as mentioned in NIT. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through e-tendering portal.

If any clarification is needed from bidder about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by HLL Lifecare Limited, failing which tender will be liable for rejection. In extraordinary circumstances the bidders may be requested to submit the deficient documents intimated through the e-tendering portal additionally by e-mail (As mentioned in the NIT).

Envelope - III: The technically qualified bidders, financial bids shall be opened as per Eligibility Criteria and QCBS evaluation criteria. (Depending on evaluation of Envelope I, the date shall be intimated through CPP Portal)

- 12.1.2. In the event of the specified date of bid opening being declared a holiday for HLL, the bids will be opened at the same time on the next working day.

12.2. Confidentiality

- 12.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 12.2.2. Any effort by a Bidder to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.

12.3 Clarification of Bids

- 12.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 12.3.2. No Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

12.4. Examination of Bids, and Determination of Responsiveness

12.4.1. During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the NIT and the required documents and certificates.

12.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one:-

- which affects in any substantial way the scope, quality, or performance of the Works;
- which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the Bidder's obligations under the Contract;
or
- Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

12.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

12.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.

12.4.5. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

12.4.6. In case only single bid is received, then the purchaser reserves the right to accept/reject the bid as per prevailing norms of GFR and CPP portal, or to go for retender.

12.5. Negotiation on Bids

The Tender Inviting Authority reserves the right to negotiate with the lowest evaluated responsive bidder.

13. BID VALIDITY

13.1. Bids shall remain valid for the period of **180 (One Hundred And Eighty)** days from the date of opening of the technical bid as specified in the NIT. A bid valid for a shorter period shall be rejected by HLL as non-responsive.

13.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security (if applicable). A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security (if applicable) for the period of the extension.

14. STATUTORY EXEMPTIONS:

- **MSE** - Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. However, the preferences with respect to MSE shall not be applicable who are only involved the trading of the product under the scope of this tender.
 - **PPP MII** - Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self declaration to be submitted to claim MAKE IN INDIA preference.
15. Bidders who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the tender. A self-declaration as per Annexure 14 with respect to this order must be submitted. (Not Applicable)
 16. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of the GFR, 2017 and any amendments issued thereafter) inclusive of the latest amendments issued by Ministry of Finance, GOI at Annexure 15 of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration as per Annexure 15 with respect to this order must be submitted.
 17. (a) Bidder/ manufacturer who has been de-recognized/debarred/banned/blacklisted for the product mentioned in the tender by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate for that product in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate for that product in the tender during the period of de-recognition/debarment/banned. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the product quoted, submitted by us against this Tender.
 - (b) Any bidder who has been convicted by a competent court of law for supplying (NSQ/ Spurious/ Adulterated/ Misbranded etc.) drugs within a period of last 3 years from the date of floating of tender shall not be eligible to participate in the tender for that product..
 - (c) Any bidder who is a distributor/ authorized agent then they should ensure that their Principal manufacturer is not been de-recognized/debarred/banned/blacklisted for the quoted product by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate for that product in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by State Medical Corporation for any reasons can't participate for that product in the tender during the period of de-recognition/debarment/banned. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in

accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID for the product quoted, submitted by us against this Tender.

18. BID SECURITY (EMD)

- i) The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the payment options given in e-tender under Government e-Procurement system only.
- ii) Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- iii) The Bid Security (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.
- iv) The Bid Security (EMD) of the successful Bidder will be discharged when the Bidder has furnished the required Security Deposit and acceptance of LOI/Work order.
- v) SSI/MSE units interested in availing exemption from payment of Bid Security should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if work is awarded to them.
- vi) The bid security may be forfeited/ blacklisted/ de-barred from participating in HLL tenders for a period of 2 years.
- vii) The Bid Security may be forfeited:
 - (a) If a Bidder:
 - Changes its offer/bid during the period of bid validity or during the validity of the contract.
 - Does not accept the correction of errors
 - (b) In the case of the successful Bidder, if the Bidder fails:
 - To sign the Agreement
 - To deliver the material within stipulated time frame as per PO.
 - To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
 - To acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.
- viii) In such cases the work shall be rearranged at the risk and cost of the selected bidder
- ix) The Bid Security deposited will not carry any interest.

19. TENDER PROCESSING FEE

- 19.1. For e-tenders, the mode of remittance of Tender processing Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, Bidders shall remit the Tender fee using the payment options as mentioned in the e-tender
- 19.2. Any bid not accompanied by the Tender Fee as notified, shall be rejected as nonresponsive.
- 19.3. Tender Fee remitted will not be refunded.

20. ALTERATIONS AND ADDITIONS

- 20.1 The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 20.2 The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. Any bidder who fails to comply with this clause will be disqualified.

21. INDEMNIFICATION CLAUSE

- 21.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / end user, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.
- 21.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.
- 21.3 The Successful bidder/its employee/service provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of Himachal Pradesh against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Section 7.

22 SECURITY DEPOSIT

- 22.1 Within 5 days of the receipt of notification of award from the purchaser/owner; "The successful Bidder on whom the purchase order / Letter of Intent is placed shall be required to furnish a Performance Guarantee in the form of Bank Guarantee from the Scheduled Banks any other mode of Performance Bank Guarantees from such Banks will not be accepted.
- 22.2 The EMD submitted by the successful bidder shall be converted to Security Deposit and the bidder shall be allowed to remit the balance amount.
- 22.3 Failure of the successful Bidder to accept the notification of award or submission of security deposit within the time frame shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which even the purchaser/owner may make the award to the next lowest evaluated bidder or call for new bids.

23 PERFORMANCE SECURITY

- 20.1 An amount of 5% of Basic Price (less GST) shall be deducted from the Invoices submitted by the successful bidder as performance security to be utilized in case of default or service not rendered by the bidder. The performance security, less any sums charged by the purchaser, shall be paid over to the bidder after the contract

period from the date of start of the contract. The performance security amount shall be validated yearly based on the asset value.

- 20.2 After the submission of Performance Guarantee and its acceptance, the Bid Security will be refunded to the successful bidder.

24 FORFEITURE OF SECURITY DEPOSIT

If the successful bidder / Contractor fails to supply the ordered material at the rate finalized or execute the work and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the security deposit furnished will be forfeited / Bank Guarantee encashed.

25 PAYMENT TERMS

9.1.1 Advance payment is not admissible.

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

9.1.3 Payment for the approved amount will be paid through NEFT / RTGS. The NEFT / RTGS details of the bidder have to be provided by the bidder.

9.1.4 50% of the invoice value shall be paid within 45 days and the balance 50% will be paid after verification and deduction of penalty within 60 days of submission of all proper documents.

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

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

9.1.7 After the submission of Performance Guarantee and its acceptance, the Bid Security will be refunded to the successful bidder.

9.1.8 The amount shall be paid by HLL in Indian Rupees.

9.1.9 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.

9.1.10 HLL will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to HLL.

26 TAXES AND DUTIES

The Bidder shall bear and pay all taxes, duties, levies, GST and charges assessed on the bidder by all municipal, state, or national government authorities, loading & unloading charges etc in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder.

27 TERMINATION / SUSPENSION OF CONTRACT

- 27.1 The Tender Inviting Authority may, by a notice in writing suspend the agreement if the successful bidder fails to perform any of his obligations including carrying out the services, provided that such notice of suspension.
- 27.2 Shall specify the nature of failure, and
- 27.3 Shall request remedy of such failure within a period not exceeding 10 days after the receipt of such notice.
- 27.4 The Tender Inviting Authority after giving 15 days clear notice in writing expressing the intension of termination by stating the ground, may terminate the agreement after giving reasonable opportunity of being heard if so desired by the successful bidder.
- 27.5 If the successful bidder does not remedy a failure in the performance of his obligations within 10 days of receipt of notice or within such further period as the Tender Inviting Authority have subsequently approve in writing.
- 27.6 If the successful bidder becomes insolvent or bankrupt.
- 27.7 If, as a result of force majeure, successful bidder is unable to perform a material portion of the services for a period of not less than 30 days: or
- 27.8 If, in the judgment of the Tender Inviting Authority, the successful bidder is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.
- 27.9 If, the bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 6.36
- 27.10 If, the bidder submits to the Tender Inviting Authority a statement which has a material effect on the rights, obligations, or interests of the Tender Inviting Authority / end user and which the bidder know to be false.
- 27.11 In the event of premature termination of the contract by the Tender Inviting Authority on the instances other than non-fulfillment/ non-performance of the contractual obligation by the successful bidder, the balance remaining un-paid amount on account of services already rendered as on the day of termination shall be released within six months from the date of such termination after necessary deductions and adjusting dues, if any, as per the terms of the contract.
- 27.12 The successful tenderer have no right to insist that KMSCL ought not to terminate the contract but confine itself to impose penalty and damages in case of any failure or shortcomings on the part of the tendered.
- 27.13 In the event of premature termination of the contract by the Tender inviting Authority the equipment which are non functional and covered under the contract will be rectified at the risk and cost of successful tenderer.

28 INDEMNITY

- 28.1 The Bidder shall indemnify, defend and hold harmless Government of India and HLL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/Bidders breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /Bidders.(iii) any product liability

claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder or its affiliate. The Bidder has to submit the indemnity certificate duly signed and sealed in the format provided in Section 8.

29 Exit Clause

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

30. Modifications

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

31. Saving Clause

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

32. GENERAL / MISECAALLNEOUS CLAUSE

- i. Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful bidder/service provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.
- ii. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Successful bidder shall notify the Tender Inviting Authority/User Institution /the Government of H.P of any material change would impact on performance of its obligations under this Contract.
- iv. Each member/constituent of the Successful bidder shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority/User Institution / Government for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.
- v. The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/User Institution/Government of H.P against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.
- vi. All claims regarding indemnity shall survive the termination or expiry of the contract.

33. FORCE MAJEURE

31.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such

events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 31.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

34. CLARIFICATIONS ON BIDS

During the bid evaluation, HLL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted

35. CONTACTING HLL

- a) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact HLL on any matter related to the bid, he shall do so in writing by sending email to sdrbdsouth@lifecarehll.com.
- b) If a Bidder tries to influence HLL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

36. HLL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- i. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder or bidders.
- ii. The purchaser does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.
- iii. The purchaser reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.
- iv. The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidders due to such changes, if any.
- v. Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder from its empanelment.
- vi. The purchaser reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

37. EVALUATION AND COMPARISON OF BIDS

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

37.2 Selection of bidder will be based on Quality and Cost Based Selection (QCBS).

37.3 The maximum marks for each quality parameter is given below.

SI No.	Parameters of Evaluation	Allocation of Marks		Maximum Marks
1.	BEMMP Project Experience Bidder should have at least 3 years experience in BEMMP Project in at least one state of India. Cumulative asset value of all the projects in current year will be considered	Minimum asset value of ₹300 Crores	10	20
		For every additional ₹100 Crores	01	
2	Experience Handling Biomedical Equipment Bidder should have successfully handled numbers of Biomedical Equipment in Government Sector. Cumulative equipment count of all projects in current year will be considered.	Equipment count -1 lakh	5	20
		Equipment count -1 to 2 lakh	10	
		Equipment count -2 to 4 lakh	15	
		Equipment count -above 4 lakh	20	
3	Specialized Equipment Experience Bidder should have experience of maintaining Ventilators ICU invasive, Hemo-dialysis Machine, CT Scan Machine & MRI Machine (The count is cumulative and includes all the above-mentioned machines in current year will be considered	for maintaining 1000 equipment	5	10
		1000 - 1500 equipment	7	
		Above 1500 equipment	10	
4	Biomedical Engineers + Technicians on Roll The bidder should currently be employing on rolls, biomedical engineers (BE/B.Tech) and Technicians (ITI /Diploma) across the country in BEMMP project (cumulative count of biomedical engineer and technician will be considered)	Less than 400 count	5	10
		401-600 count	7	
		600 and above count	10	
5	Average annual turnover during the last three financial years (2022-23, 2023-24, 2024-25) 2025-26 will be considered if the final audit is completed.	Equal to 40 Crores	5	10
		For every additional 10.00 Crores	1	
6	The bidder should submit	3 projects with	10	10

	certificate of at least one BEMMP project under State / UT Government with minimum satisfactory Equipment uptime. The required-Up time shall be maintained for all category of institutions. Current and completed projects will be considered. For current projects uptime till current year will be considered.	uptime above 95%		
		2 projects with uptime above 95%	7	
		1 project with uptime above 95%	5	
		projects with uptime below 95% and above 90%	3	
7	Bidder (Lead Partner in case of consortium) with ISO9001 and ISO 13485 Certification as on date of bid submission.	Valid ISO 9001 and ISO 13485 Certification	10 (5 marks for one certificate)	10
8	Technical Presentation before the Technical Committee	Implementation methodology and best practices	10	10

37.4 Quality and Cost based Selection (QCBS) procedure will be adopted to identify the successful bidder. The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions given. The bidder with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be declared as the successful bid.

37.5 The price bids of the bidders with technical score less than 70 will not be opened and these bids will be rejected. The highest evaluated technical proposal (T_m) is given the maximum Technical score (S_t) of 100.

37.6 The formula for determining the Technical scores (S_t) of all other Proposals is calculated as following: $S_t = 100 \times T/T_m$, in which "S_t" is the technical score, "T_m" is the highest technical score, and "T" the technical score of the proposal under consideration.

37.7 The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100.

37.8 The formula for determining the financial scores (S_f) of all other Proposals is calculated as following: $S_f = 100 \times F_m/F$, in which "S_f" is the financial score, "F_m" is the lowest price, and "F" the price of the proposal under consideration.

37.9 The weightage given to the Technical (T) and Financial (P) Proposals are: T = 70% and P = 30%.

37.10 Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal) as following: $S = S_t \times T\% + S_f \times P\%$. The bidder with maximum combined score will be declared as the successful bidder.

37.11 In case of tie, the bidder with highest technical score will be declared as the successful bidder. Sample evaluation is given in Appendix I.

38. SETTLEMENT OF DISPUTES

- i. Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation. Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.
- ii. The arbitration proceedings shall be held at Thiruvananthapuram. The award passed by the arbitrator shall be final and binding on the parties hereto. The conduct of such arbitration shall be in English. Subject to arbitration, the Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

39. GOVERNING LANGUAGE

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

40. AWARD CRITERIA

The Purchaser will award the contract with the successful bidders whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in the respective price slabs, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

41. NOTIFICATION OF AWARD

- 41.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email, to be confirmed, that its bid had been accepted.
- 41.2 The notification of award will constitute the formation of the contract.
- 41.3 The notification of award/ Letter of Intent/ Purchase order will constitute the formation of the Contract. The supplier shall give acceptance of the Notification of award/Letter of Intent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same failing which, the purchaser shall have the right to cancel the order. The conditions mentioned in the Notification of award/Rate contract agreement/Letter of Intent/ Purchase order will be mutually binding for both the parties and the bidder and the purchaser shall abide by the same. In case of any default in any of the condition of the Notification of award/Letter of Intent/ Purchase order, the purchaser reserves the rights to invoke Bid Securing clause.
- 41.4 The Purchase order (PO) / Notice of award is liable to be cancelled, if the supplier is unable to comply with or violates any of the terms and conditions laid down in the Purchase order/ Notice of Award. Therefore, up on such cancellation of PO/ Notice of award by HLL, the Supplier will be liable to refund the outstanding advance amount forthwith.
- 41.5 The successful bidder shall confirm the acceptance of the Notice of award/Purchase order as per the terms & conditions of the tender by signing and returning the duplicate copy of Purchase order (PO)/Notice of award within 5 days from the date of issue of the of purchase order/ Notice of award, failing which HLL shall have the right to reject the purchase order/ Notice of award.

42. TERMINATION

42.1 HLL reserve right to terminate/ cancel the Notification of award/ Letter of Indent/ Purchase order at any time for any reason without any liability on HLL.

43. FALL CLAUSE

43.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/ charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

44. CORRUPT OR FRAUDULENT PRACTICES

44.1 The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sl. No	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

The Purchaser will reject the proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

45. FLEXIBILITY OF PRICES

The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

46. LICENSE AND PERMITS

The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.

47. INTEGRITY PACT

Pre-Contract Integrity Pact and Independent External Monitor

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply with the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason.

The email id of the Independent External Monitor for HLL is given below.

Email id: jemhll@lifecarehll.com

48. RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017 FOR BIDDERS FROM A COUNTRY SHARING LAND BORDER WITH INDIA.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as per order no F.No.6/18/2019-PPD dated 23-July-2020 (Rule 144 (xi) of GFR) inclusive of the latest amendments issued by Ministry of Finance, GOI at Appendix of this bidding document. The bidder must comply with all provisions mentioned in this order. A self-declaration (as per format provided in Annexure 15) with respect to this order must be submitted.

49. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE's)

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. However, the preferences with respect to MSE shall not be applicable who are only involved the trading of the product under the scope of this tender.

50. PROVISIONS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017

Statutory exemptions as per relevant guidelines shall be applicable for MSE vendors. Preferences for Make in India products / services shall be applicable in line with Government Order No.P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference as per Annexure 15. (Not Applicable)

SECTION 4

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organisation purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in Notification of award/ Letter of Indent/ Purchase order and accepted by the Purchaser.

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

5. SUBCONTRACTS

The supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

6. CONTRACT AMENDMENTS

- 6.1 Subject to GCC Clauses, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

7. PATENT RIGHTS

- 7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 7.2 Any product related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

8. INSURANCE

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “Warehouse to Warehouse” (Final destinations) on “All Risks” basis including War Risks and Strike.

9. CHANGE ORDERS

- 9.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) The method of shipping or packing
 - (b) The place of delivery; or
 - (c) The services to be provided by the Supplier.

10. ASSIGNMENT

- 10.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser’s prior written consent.

11. TERMINATION BY DEFAULT

- 11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
 - (b) If the Supplier fails to perform any other obligation(s) under the contract.
- 11.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract till such time.

12. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

13. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India.

14. NOTICES

- 14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.
- 14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15. TAXES AND DUTIES

Supplier shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser.

16. PACKING

- 16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.
- 16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

17. DELIVERY AND DOCUMENTS

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Letter of Indent / Notification of Award / Purchase order. The details of dispatching and/or other documents to be furnished by the Supplier are specified in SCC, if any.

18. LIQUIDATED DAMAGES (Not Applicable)

If the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Service tax as applicable will also be recovered in addition to the liquidated damages. However, H.L.L at its sole discretion reserves the right to accept or reject the delivery of materials which are supplied beyond the delivery date as mentioned in the purchase order. In the event of H.L.L accepting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, penalty as mentioned above would apply. In the event of H.L.L rejecting the delivery of the materials beyond the stipulated delivery date as per the Purchase order, then the party is liable to repay HLL any advance amount which was paid by HLL, failing which HLL will have the right to initiate legal proceedings against such party/ successful bidder. Once the maximum is reached, the Purchaser may consider termination of the Contract. If the Supplier fail to comply with specific packing

descriptions or instructions, the loss incurred by the purchaser on this account shall be indemnified by the supplier.

19. RESOLUTION OF DISPUTES

- 19.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

SECTION 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this tender. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

There are no special conditions or contract for this tender and all other conditions mentioned in other sections stands valid.

SECTION 7
INDEMNITY CERTIFICATE

To,

Vice President (PS) and GH (HCS)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN – 606 /531)
Website – www.lifecarehll.com

Dear Sir,

As a supplier to HLL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the operation of the project or recruitment of manpower for the said project or manpower deployed for the said project or of any defect (whether obvious or hidden) in the services delivered or arising from the indemnifier's failure to comply with applicable laws.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email
Designation and Common Seal...

SECTION 8

DECLARATION

We confirm having read and understood all the conditions, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

PLACE:

DATE:

SIGNATURE

NAME AND ADDRESS OF APPLICANT

(SEAL OF THE APPLICANT)

Annexure-01

BID FORM

Ref:

Date:

To,

Vice President (PS) and GH (HCS)
HLL Lifecare Limited,
HLL Bhavan, Poojappura,
Thiruvananthapuram -695012 Kerala, India
Tel: 0471 2775500, 0471 2350959 (EXTN – 606 /531)
Website – www.lifecarehll.com

Dear Sir,

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

Dear Sir/Madam,

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

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

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

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

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

I/We certify that in the last three years, we/ any of the Consortium Members or our/their associates have not been barred by the Government of H.P, 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 bid document.

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

I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

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

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

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

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

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

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

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

I/We offer a Bid Security of Rs. (_____)/- (Rupees (in words)) only to the Authority in accordance with the bid Document.

The Bid Security is paid on-line.

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 bid document.

I/We shall keep this offer valid for 180 (one hundred and eighty days) from the date of price bid opening as specified in the bid. 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 Authorised signatory)
(Name & Designation of the Authorised signatory)
Name & Seal of the Bidder/ Lead Member

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

.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

Annexure-02

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 authorise Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____

as our authorised representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, _____ and _____ (please state the name and address of the members of the consortium) for “providing 24 x 7 Maintenance Services through Service Provider across all districts in H.P that would be accessible through a 24-hour toll free number.” (the “Project”), including signing and submission of all documents and providing information / responses to HLL Lifecare Ltd, 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 authorised representative)

For _____ (Signature)

Accept _____ (Signature)

Notes:

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

Annexure-03

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 HLL Lifecare Ltd (the Authority) on behalf of NHM has invited bids from interested parties for “providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in Himachal Pradesh that would be accessible through a 24-hour toll free number” for a specified Agreement Period.

Whereas, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) have formed a consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member with all necessary power and 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 _____ 202____.

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

1.

- 2.
- 3.

NOTE

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

Annexure-04

AFFIDAVIT (NON CONVICTION)

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

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

Signed by an authorised Officer of the Company/Society/Trust

Title of Officer

Name of Company/Society/Trust Date

Annexure 05

ANTI-COLLUSION CERTIFICATE

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

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

Date thisDay of202_.

Name of the Bidder.

Signature of the Authorised Representative

Name of the Authorised Representative

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

Annexure 06

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 Himachal Pradesh that would be accessible through a 24-hour toll free number.

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by HLL Lifecare Ltd.

We hereby agree and undertake as under:

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

Dated this.....Day of202_.

Name of the Bidder

Signature of the Authorised Representative

Name of the Authorised Representative

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

Annexure 07

MEMORANDUM OF UNDERSTANDING (MoU)

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

This Memorandum of Understanding (MoU) entered into this day of 202_ 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 HLL Lifecare Ltd on behalf of NHM Himachal Pradesh, has invited Qualification Proposal and Financial Proposal from entities interested in "Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in Himachal Pradesh that would be accessible through a 24-hour toll free number (Centralised Call Center) called the "Project" for a specified time period.

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

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

1. That the Parties shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a. Party of the First Part shall be the Lead member of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;
 - b. Party of the Second Part shall be the _____.
 - c. Party of the Third Part shall be the _____.
 - d. Party of the Fourth Part shall be the _____.

3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
5. 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 favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Memorandum of Understanding (MoU) executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarised in the jurisdiction where the MoU is being executed. However, the MoU executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure 08**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 HLL Lifecare Ltd for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in Himachal Pradesh that would be accessible through a 24-hour toll free number (Centralised Call Center)” called the “Project”.

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

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

Format for Members

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with _____, _____ and _____ (name and address of the Consortium members) for joint submission of bids to the Department of Health & Family Welfare, Government of H.P for the Project”.

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

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

Annexure 09

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 HLL Lifecare Ltd for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in Himachal Pradesh that would be accessible through a 24-hour toll free number (Centralised Call Center)” called the “Project”.

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

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

Format for Members

I/We _____ hereby agree to join the consortium with _____, _____ and (name and address of the consortium members) for joint submission of bids to the HLL Lifecare Ltd for “Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider across all districts in Himachal Pradesh that would be accessible through a 24-hour toll free number (Centralised Call Center)”, called the “Project”.

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

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

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

Annexure 10

INFORMATION REGARDING BIDDER

Details of the Bidder

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

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

day, state wise	
Certificate of Satisfactory Performance	Note 6

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

Note 1

Please enclose Registration / Incorporation Certificates

Note 2

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

Note 3

No of Years of operation of BEMP

State wise details with years of experience

Note 4

State wise BEMMP operation details shall be provided.

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

Note 5

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

Certificate from the Government Authority / Statutory Auditor regarding Qualification experience .			
This is to certify that (name of the Bidder/Member/Associate) has been operating Medical Equipment Maintenance Services supported by a Centralized call Centre in the State of ____for the past _ _ financial years as per year-wise details noted below:			
	Year 1	Year 2	Year 3
Number of Clients			
Number of Call Bidders at the CCC / Call centre.			
Signature of Authorised Representative			

Note 6

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

Note 7

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

Annexure 11

CATEGORY DETAILS OF ORGANIZATION

S	Description	Yes/No
1	*Whether the organization belongs to the MSE category	
2	*If yes whether the organization belongs to MSE category	
3	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4	*Whether the MSE organization belongs to woman entrepreneur.	
5	Whether the MSE organization is registered under MSE Type of Enterprise ' Trading '	

***Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.**

***The Udyog Aadhar no of the bidder**

(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address:

Annexure 12

BID SECURITY DECLARATION FORM

Date: _____ Tender No. _____

To

(insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, If required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signature

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

in the capacity of

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

Name

(insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

Annexure 13

PERFORMANCE BANK GUARANTEE FORMAT*

To: _____ (Name of Purchaser)
WHEREAS _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ 20____ to supply _____ (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) 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 limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20____.

Signature and Seal of Guarantors

Date: _____ 20____

Address: _____

***"The successful Bidder on whom the purchase order / Letter of Intent is placed shall be required to furnish a Performance Guarantee mandatorily only in the form of e-Bank Guarantee (e-BGs) from the Banks which are integrated with NeSL any other mode of Performance Bank Guarantees from such Banks will not be accepted. The details of Banks which are integrated with NeSL is listed at Annexure 16 and Indicative Challan for obtaining e-BG from Bank is at Annexure 17"**

Annexure 14

CHECK LIST

SI NO	PARTICULAR OF DOCUMENT	ATTAC HED / NOT ATTAC HED	PAG E NO	Remark s
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2.	EMD/ Tender Fee in the form of BG/DD (copy of the NEFT/RTGS details)			
3	Tender document duly signed and stamped in all pages along with corrigendum if Any)			
4	Detailed proposal describing the mode of implementation of the project, category and number of manpower to be deployed in each district, state level. Equipment and facilities to be installed in the call centre, details of the web-enabled software application, etc			
5	Bid form as per Annexure 01			
6	Power of Attorney for signing the proposal as per Annexure 02			
7	Power of Attorney for signing for lead member of consortium as per Annexure 03. (Only in case of consortium)			
8	Affidavit Non-conviction as per Annexure 04			
09	Anti-collusion certificate as per Annexure 05			
10	Project Undertaking as per Annexure 06			
11	Memorandum of Understanding as per Annexure 07. (Only in case of consortium)			
12	Board resolution for Bidding entities as per Annexure 08 (Only in case of consortium)			
13	Undertaking for individual members as per Annexure 09. (Only in case of consortium).			
14	Information regarding bidder as per Annexure 10			
15	Category details of bidder as per Annexure 11			
16	Bid security declaration form as per Annexure 12			
17	Checklist as per Annexure 14			
18	Self Declaration compliance to rule 144(xi) of GFR 2017 as per Annexure 15)			
19	Brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to financial and technical obligations. (Only in case of consortium)			
20	Annual turnover statement for last three years certified by the auditor			
21	Pre-contract Integrity pact as per Annexure 16			
22	The experience of operation BEMMP in years and month, Asset value of every year of operation, No of assets handled every year of operation, Specialized equipment handled, Biomedical Engineers and technicians in each project, uptime maintained submitted shall be signed by the concerned state authorities			
23	ISO 9001 and ISO 13485 certificate of the bidder			

24	The documents such as work orders, performance reports, agreement from the user institutions proving that the bidder should have at least three (3) years of experience (till the date of bidding) in maintaining Biomedical Equipment in institutions through Biomedical Equipment Maintenance and Management Programme in at least one state of India through a centralized call centre and by deploying Engineers and technicians			
25	Documentary proof to substantiate the existence of a centralized call center of capacity adequate to meet the complaints from the number of facilities as expressed in the earlier contract agreement or IVRS based call centre			
26	Undertaking to equip its trained Biomedical/Clinical engineering human resource with required vehicles to reach out to sites as well as vehicles to carry tools and equipment to and from the site. The bidder must also undertake that no equipment is transferred across health facilities to meet requirements at random as this could disturb patient care and planning at a given facility.			
27	Notary attested documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc			
28	Notarized audited copies of the P& L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors			
29	Notary attested copy of IT returns filed for the last three completed years			
30	Indemnity certificate as per section 7			
31	Declaration as per section 8			
32	Details as per Annexure 17			

Annexure 15

SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017

We,

.....

.....

.....

(Include name and address of the bidder)

Hereby declare that we are eligible to bid for the tender:

(Include tender number and date)

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any bidder indenting to participate in this tender who is from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per the GO.

Date:
Place:

Signature of the Bidder:

Name with seal:

Designation:

Address:

Annexure 16

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on -----^t day of the month of -----,

Between

HLL Life Care Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HLL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

----- India represented by Shri -----
(hereinafter called the “BIDDER / Seller” / Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

1.1 HLL undertakes that HLL and /or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.

2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.

2.8 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original integrator / manufacture /authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest /stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause .4. Equal treatment of all Bidders / Contractors / Subcontractors

4.1 The Bidder(s) / Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.

4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause .5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit /Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee / warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if

it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Shri Ravi Dutt Kamboj, IFoS (Retd.)

Former Additional Principal Chief Conservator of Forest, Gujarat

Email :iemhll@lifecarehll.com)

HLL Lifecare Limited, HLL Bhavan, Poojappura,

Thiruvananthapuram 695 012, Kerala

7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.

7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.

7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8.Criminal charges against violating Bidder(s)/

Contractor(s)/ Subcontractor(s)

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and

hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL

BIDDER

Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.

(Name & Designation)

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of HLL in regard to involvement of Indian agents of foreign suppliers.

EXPERINCE DETAILS

S/N	State Name	Contract period in Years	Year of operation	Yearly Total asset value (in Cr)	Yearly Contract value (in Cr)	No of assets handled yearly	Current status

Signature of the Bidder:

Name with seal:
Designation:
Address:

APPENDIX I

SAMPLE QCBS EVALUATION

QUALITY cum COST BASED SELECTION (QCBS) PROCESS			
1	MINIMUM QUALIFICATION SCORE IN TECHNICAL	70	
2	TECHNICAL SCORE		
	Bidder 1	94	
	Bidder 2	86	
	Bidder 3	55	
	Bidder 4	78	
3	BIDDER 3 IS REJECTED		
4	TECHNICAL BID SCORE (bidder score/ max score)100	(94/94)*100	
	Bidder 1	100	
	Bidder 2	91.49	
	Bidder 4	82.98	
5	PRICE BID DETAILS		
	Bidder 1	2,00,000.00	
	Bidder 2	1,80,000.00	
	Bidder 4	1,60,000.00	
6	PRICE BID SCORE (lowest price/bidder price)100		
	Bidder 1	80	
	Bidder 2	88.89	
	Bidder 4	100	
7	WEIGHTAGE FACTOR		
	TECHNICAL	70	
	FINANCIAL	30	
8	COMBINED EVALUATION 0.70(TBS)+0.30(PBS)		
	Bidder 1	94.00	RANK 1
	Bidder 2	90.71	RANK 2
	Bidder 4	88.09	RANK 3
9	IN CASE OF TIE BIDDER WITH HIGHEST TECHNICAL SCORE WILL BE DECLARED AS RANK 1		
10	RANK 1 IS SELECTED AS THE SUCCESFUL BIDDER		

APPENDIX 02

LIST OF EQUIPMENT NOT TO BE INCLUDED IN THE CONTRACT

S/n	Equipment
1	Ambu Bag
2	Surgical Instruments
3	Glucometer
4	Thermometer glass
5	Fingertip pulse-oxy meter
6	Stethoscope
7	Digital thermometer
8	DC counter
9	Manual vacuum extractor
10	Proctoscope
11	Plaster cutter
12	Schiotz tonometer
13	Mortuary Freezer
14	Vision drum
15	Wall suction & Flow meter
16	Generator
17	Lift
18	Medical Gas pipeline and accessories
19	Ambulances
20	Surgical instruments
21	ICU Cots
22	Furniture
23	Diathermy Pencil
24	Gas cylinders (Oxygen, Nitrogen etc)
25	Rigid Scopes
26	Laparoscopic Instruments
27	Equipment for immunisation.
28	Weighing Machine
29	BP Apparatus
30	Haemoglobinometer
31	Needle destroyer
32	Glass Bead Sterilizer

APPENDIX 03

LIST OF CRITICAL EQUIPMENT

Sr No	Equipment Name
1	ABG Analyzer
2	Anaesthesia Machine
3	Anaesthesia Work-station
4	Anesthesia Gas Monitor
5	Autoclave (All types, Horizontal/Vertical)
6	Automated Immunoassay System
7	Baby incubator
8	Band saw (Forensic Dept)
9	Bench top sterilizer/autoclave
10	Biochemistry Analyzer (Fully/Semi-Auto)
11	BIPAP Machine
12	Blood Bank Refrigerator (All types)
13	Blood cell counter
14	Blood Gas Analyzer
15	Boyer Apparatus
16	C T Scan Machine (All types)
17	Cardiotocograph (CTG) Machine
18	Centrifuge
19	Coagulation Analyzer
20	Coagulator
21	Color Doppler
22	CPAP Machine
23	CR Printer
24	CR Scanner
25	Defibrillator
26	Defibrillator Monitor
27	Defibrillator with TCP and AED
28	Dental chair compressor
29	Dental chair with accessories
30	Dialysis Machine
31	Digital radiography System
32	Domestic Refrigerator
33	E C G Machine (All types)
34	EChO Cardiograph
35	Electrolyte Analyzer (Na-K)

Sr No	Equipment Name
36	Electrosurgical unit- Surgical cautery
37	Elisa (Enzyme-Linked Immunosorbent Assay) Reader
38	Elisa Washer
39	ESR Reader
40	Fetal Doppler
41	Fully Auto Immuno Assay
42	Haemodialysis machine
43	HBAIC Reader
44	Hematology Analyzer (3- & 5-Part Cell Counter)
45	Hot Air Oven
46	ICU monitor
47	ICU Nebulizers
48	Infusion Pump
49	Instrument Boiler
50	Insufflator
51	Laser Therapy unit
52	Mammography Machine
53	Manman Drill
54	Mechanical Ventilator
55	MRI Machine (All types)
56	Multi para Monitor
57	Neonatal resuscitation equipment
58	O T Light Floor Model
59	Obstetric/ Gynaecologic ultrasound/ colour doppler ultrasound
60	Oxygen Concentrator
61	Oxygen therapy apparatus (High flow nasal cannula)
62	Photo Therapy Unit/Chamber (All types)
63	Radiant Warmer
64	Resuscitation Kit
65	Suction Machine (All types)
66	Syringe Infusion Pump
67	Ultrasound Machine (All types including Portable)
68	Ventilator ICU & Transport
69	X-Ray Film Processor
70	X-Ray machine All types (including High frequency, portable & mobile)

Note: - Any other equipment deemed appropriate can be added later in this list based on recommendations of first party.

APPENDIX 04
PREVENTIVE MAINTENANCE & CALIBRATION SCHEDULE

Ser No.	Equipment	Calibration Required	Preventive Maintenance
1	A Scan & B Scan Biometer	N	Half Yearly
2	Acrylizer Unit (Dental Acrylizer/Polymerization unit)	N	Half Yearly
3	ACT Machine	Y	Half Yearly
4	Alpha Bed Pump	N	Half Yearly
5	Anaesthesia Gas Monitor	Y	Half Yearly
6	Anaesthesia Vaporizer	Y	Half Yearly
7	Anaesthesia Ventilator	Y	Half Yearly
8	Anaesthesia Work-station	Y	Half Yearly
9	Apheresis Machine	N	Half Yearly
10	Apnea Monitor	N	Half Yearly
11	Applanation Tono Meter	N	Half Yearly
12	Arthroscopic Camera and Control Unit	N	Half Yearly
13	Arthroscopic Light Source	N	Half Yearly
14	Arthroscopic Monitor	N	Half Yearly
15	Arthroscopic Saver Unit	N	Half Yearly
16	Aspirator (Suction Machine)	N	Half Yearly
17	Audiometer	Y	Half Yearly
18	Autoclave/ all types (Horizontal / vertical/ table top)	Y	Half Yearly
19	Automated Analyser for blood culture	Y	Half Yearly
20	Automated Elisa System	N	Half Yearly
21	Automated Immunoassay System	N	Half Yearly
22	Automated Peritoneal Dialysis System	N	Half Yearly
23	Automatic Knife Sharpener	N	Half Yearly
24	Automatic tissue processor, Histokinette	N	Half Yearly
25	Auto-refractor-keratometer	N	Half Yearly
26	Baby Resuscitation Unit	Y	Half Yearly
27	Baby Weighing Scale Digital	Y	Half Yearly
28	Bacteriological Incubator	N	Half Yearly
29	Balance / weighing machine digital for weighing organs	N	Half Yearly
30	Band saw (Forensic Dept)	N	Half Yearly
31	Beckman Counter ACT Diff	N	Half Yearly
32	Bera (Brainstem Evoked Response Audiometry) Unit	Y	Yearly
33	Bilirubinometer (jaundice) Meter	N	Half Yearly
34	Biochemistry Analyzer (Fully / Semi Auto)	N	Half Yearly
35	Biosafety hood	N	Half Yearly
36	BIPAP machine	Y	Half Yearly
37	Bipolar Cautery	Y	Half Yearly

Ser No.	Equipment	Calibration Required	Preventive Maintenance
38	Blood Bag Agitator	Y	Half Yearly
39	Blood Bank Refrigerator All Types	Y	Half Yearly
40	Blood cell counter	N	Half Yearly
41	Blood Collection Monitor	Y	Half Yearly
42	Blood Donor's Couch	Y	Half Yearly
43	Blood Gas Analyzer	N	Half Yearly
44	Blood Warmers	Y	Half Yearly
45	Blood Weighing Machine	Y	Half Yearly
46	BMI machine	N	Half Yearly
47	BOD Incubator	Y	Half Yearly
48	Body Fat Analyzer	N	Half Yearly
49	Bone Decalcifier	N	Half Yearly
50	Bone Densitometer	N	Half Yearly
51	Boyer's Apparatus	Y	Half Yearly
52	BP Apparatus / sphygmomanometer	Y	Half Yearly
53	Bronchoscope	N	Half Yearly
54	B-Scan	N	Half Yearly
55	Bubble CPAP	Y	Half Yearly
56	Cardiac Monitor	Y	Half Yearly
57	Cardiotocograph (CTG) machine and monitor	Y	Half Yearly
58	C-Arm with accessories	Y	Half Yearly
59	Cath Lab System	Y	Half Yearly
60	Central Monitoring System	Y	Half Yearly
61	Centrifuge Machine All types	Y	Half Yearly
62	Centrifuge/Microcentrifuge	Y	Half Yearly
63	Cervical-cum-Lumber Traction Machine	Y	Half Yearly
64	Cholesterol Analyser	N	Half Yearly
65	Co2 Incubator	Y	Half Yearly
66	Coagulation Analyzer	N	Half Yearly
67	Coagulator	Y	Half Yearly
68	Cold Light (Halogen)	N	Half Yearly
69	Cold light (Xenon)	N	Half Yearly
70	Colonoscope	N	Half Yearly
71	Color Doppler	N	Half Yearly
72	Colorimeter	N	Half Yearly
73	Colposcope	N	Half Yearly
74	Combination Therapy Unit	N	Half Yearly
75	Compound microscope	N	Half Yearly
76	Compression Therapy Unit	N	Half Yearly
77	Compressor for Dental Chair	N	Half Yearly
78	Continuous Passive Motion Unit (CPM)	N	Half Yearly
79	CPAP machine	Y	Half Yearly
80	CR Printer	N	Half Yearly
81	Cryo Bath machine	Y	Half Yearly
82	Cryo Centrifuge machine	Y	Half Yearly

Ser No.	Equipment	Calibration Required	Preventive Maintenance
83	Cryo Therapy Unit	N	Half Yearly
84	Cryostat	N	Half Yearly
85	Cryosurgery Machine	N	Half Yearly
86	CT scan (All types)	Y	Half Yearly
87	DBS (Double Bust Stimulator)	N	Half Yearly
88	Defibrillator with monitor	Y	Half Yearly
89	Dental Apex Locator	N	Half Yearly
90	Dental Chair (Complete system)	N	Half Yearly
91	Dental Lathe	N	Half Yearly
92	Dental Light cure	N	Half Yearly
93	Dental Micromotor	N	Half Yearly
94	Dental Scaler Unit	N	Half Yearly
95	Dental Suction Unit	N	Half Yearly
96	Dental X-Ray Unit	Y	Half Yearly
97	Dialysis Machine	N	Half Yearly
98	Dialyzer	N	Half Yearly
99	Dialyzer reprocessing unit	Y	Half Yearly
100	Dielectric Tube sealer	N	Half Yearly
101	Digital radiography System	Y	Half Yearly
102	Distilled water still	N	Half Yearly
103	Domestic Refrigerator	Y	Half Yearly
104	Duodenoscope	N	Half Yearly
105	Ear & Nasal Suction Machine	Y	Half Yearly
106	ECG Machine	Y	Half Yearly
107	ECO Cardiograph	Y	Half Yearly
108	Electric Cautery All Types	N	Half Yearly
109	Electroencephalography (EEG) Machine & monitor	Y	Half Yearly
110	Electrolyte Analyzer (Na-K)	N	Half Yearly
111	Electrophoresis Unit	N	Half Yearly
112	Electrosurgical Unit	Y	Half Yearly
113	Elisa (Enzyme-Linked Immuno Sorbent Assay) Reader	N	Half Yearly
114	Elisa Washer	N	Half Yearly
115	EMG Machine	N	Half Yearly
116	Endoscope Camera Control system	N	Half Yearly
117	Endoscope Light Source	N	Half Yearly
118	Endoscope Monitor	N	Half Yearly
119	Endoscope Suction Unit	N	Half Yearly
120	ENT Treatment Unit	N	Half Yearly
121	ESR Analyser &Reader	N	Half Yearly
122	Examination Chair	N	Half Yearly
123	Examination Light	N	Half Yearly
124	External Pacemaker	N	Half Yearly
125	Fetoscope	Y	Half Yearly
126	Flash Autoclave	N	Half Yearly

Ser No.	Equipment	Calibration Required	Preventive Maintenance
127	Flow cytometer	Y	Half Yearly
128	Foetal Doppler	N	Half Yearly
129	Fully Auto Immuno Assay	N	Half Yearly
130	Fumigator	N	Half Yearly
131	FUNDUS Camera	N	Half Yearly
132	Gas anaesthesia systems (Isoflurane, N2O, O2)	N	Half Yearly
133	Gastroscope	N	Half Yearly
134	Glass Bead Sterilizer	N	Half Yearly
135	Glass micropipette puller and beveler	N	Half Yearly
136	Haematology Analyser (3 Part Cell & 5 Part Cell Counter)	N	Half Yearly
137	Haemodialysis Unit	Y	Half Yearly
138	Haemoglobinometers	N	Half Yearly
139	Harmonic Scalpel	N	Half Yearly
140	HBA1C Analyser	Y	Half Yearly
141	High Speed Sterilizer Table Top	Y	Half Yearly
142	Holter Monitoring System	N	Half Yearly
143	Hormone Analyzer	N	Half Yearly
144	Hot Air Oven	Y	Half Yearly
145	Hot and Cold Unit	N	Half Yearly
146	Hot plates for special staining	N	Half Yearly
147	HPLC Machine	Y	Half Yearly
148	Humidifier	N	Half Yearly
149	Hysteroscope	N	Half Yearly
150	ICU Beds and paediatric ICU beds	N	Half Yearly
151	ILR (+Temperature)	Y	Half Yearly
152	ILR (Deep Freezer)	Y	Half Yearly
153	In vivo hypoxia chambers	N	Half Yearly
154	Incinerator 50 Kgs	N	Half Yearly
155	Incubator& transport Incubator	Y	Half Yearly
156	Infant Incubator	Y	Half Yearly
157	Infusion Pump Volumetric	Y	Half Yearly
158	Inspirator	Y	Half Yearly
159	Instrument Boiler	N	Half Yearly
160	Insufflator machine	N	Half Yearly
161	Interferential Therapy Unit	Y	Half Yearly
162	Intermittent Compression device for DVT	Y	Half Yearly
163	Iontophoresis stimulator	N	Half Yearly
164	Irradiance meter	Y	Half Yearly
165	Keratometer	N	Half Yearly
166	Labour Table/Bed	N	Half Yearly
167	Laminar Flow machine	Y	Half Yearly
168	Laparoscope Camera Control Unit	N	Half Yearly
169	Laparoscope Light Source	N	Half Yearly
170	Laparoscope Monitor	N	Half Yearly

Ser No.	Equipment	Calibration Required	Preventive Maintenance
171	Laryngoscope (LED)	Y	Half Yearly
172	Laser Therapy Unit	N	Half Yearly
173	Laser-Doppler blood flow monitor	N	Half Yearly
174	Lensometer	N	Half Yearly
175	Magneto Therapy Unit	N	Half Yearly
176	Mammography Machine	Y	Half Yearly
177	Manman Drill	N	Half Yearly
178	Micro syringe injection system	N	Half Yearly
179	Microdrill	N	Half Yearly
180	Microscopes, Binocular& Monocular	N	Half Yearly
181	Microtom	N	Half Yearly
182	Microwave Diathermy	N	Half Yearly
183	Microwave with Traction	N	Half Yearly
184	Moist Heat Therapy (Hydroculator)	N	Half Yearly
185	Mortuary Chamber 4 Body	Y	Half Yearly
186	Mortuary Table (SS)	Y	Half Yearly
187	MRI all types	Y	Half Yearly
188	Multipara monitor & Transport Multipara monitor	Y	Half Yearly
189	Muscle Stimulator	N	Half Yearly
190	NCV Machine	Y	Half Yearly
191	Nd-Yag Laser	Y	Half Yearly
192	Nebulizer Multiport / Ultrasonic	N	Half Yearly
193	Negative ionizer/ air purifier	Y	Half Yearly
194	Neonatal resuscitation equipment	Y	Half Yearly
195	Neonate Ventilator	Y	Half Yearly
196	Neuro Muscular Monitor	N	Half Yearly
197	Nuclear acid amplification test (NAAT)	Y	Half Yearly
198	Operating microscope	Y	Half Yearly
199	Ophthalmoscope Direct/ indirect with lens	Y	Half Yearly
200	Optical Coherence Tomography (OCT) Machine	N	Half Yearly
201	OT Light (Single Dom / Double Dom - Ceiling Mounted)	Y	Half Yearly
202	OT Light Floor Model	Y	Half Yearly
203	OT table (Electro hydraulic)	N	Half Yearly
204	OT Table (Hydraulic)	N	Half Yearly
205	OT Table (Manual)	N	Half Yearly
206	Otho OT Table	N	Half Yearly
207	Otoscope	Y	Half Yearly
208	Oxygen concentrator	Y	Half Yearly
209	Paraffin embedding bath	N	Half Yearly
210	Paraffin wax Bath	N	Half Yearly
211	Pediatric resuscitation equipment	Y	Half Yearly
212	Perimeter	N	Half Yearly
213	Phacoemulsification	N	Half Yearly
214	Phototherapy Unit all types	Y	Half Yearly

Ser No.	Equipment	Calibration Required	Preventive Maintenance
215	Plasma Cutter	Y	Half Yearly
216	Plasma Thawing Machine	N	Half Yearly
217	Plaster Cutter	N	Half Yearly
218	Plazma Expressor	N	Half Yearly
219	Portable LED standing light	Y	Half Yearly
220	Pulse Oximeter	Y	Half Yearly
221	Pulse oxymeter with neonatal wrapup	Y	Half Yearly
222	Punch biopsy gun	Y	Half Yearly
223	Radiant Warmer	Y	Half Yearly
224	Real time polymerase chain reaction machine	Y	Half Yearly
225	Rectangular water bath	Y	Half Yearly
226	Refractometer (All types)	N	Half Yearly
227	Resuscitation Unit	Y	Half Yearly
228	Retinoscope	Y	Half Yearly
229	Rotary Microtomes	N	Half Yearly
230	Rotator (Blood Sample Mixer)	N	Half Yearly
231	Rotofix machine	N	Half Yearly
232	Serological Water Bath	Y	Half Yearly
233	Shock Therapy	N	Half Yearly
234	Shortwave Diathermy	N	Half Yearly
235	Sigmoidoscope	N	Half Yearly
236	Slide Warmer	Y	Half Yearly
237	Slide warming Table	N	Half Yearly
238	Slit Lamp	Y	Half Yearly
239	Spectrophotometer	N	Half Yearly
240	Spirometer (PFT/LFT)	Y	Half Yearly
241	Streak retinoscope	Y	Half Yearly
242	Suction Machine Electric / Foot Operated	Y	Half Yearly
243	Surgical Camera	N	Half Yearly
244	Surgical Diathermy (Cautery Machine)	Y	Half Yearly
245	Surgical Microscope	N	Half Yearly
246	Synoptophore	N	Half Yearly
247	Syringe Infusion Pump	Y	Half Yearly
248	TENS machine	Y	Half Yearly
249	Tissue Embedding centre with cold plate	N	Half Yearly
250	TMT Unit	N	Half Yearly
251	Torniquet	N	Half Yearly
252	Transcutaneous bilirubinometer	Y	Half Yearly
253	TRAUMATIC BRAIN INJURY IMPACTOR	N	Half Yearly
254	Tread Mill	N	Half Yearly
255	Trinocular microscopes with video monitoring	N	Half Yearly
256	Trinocular Research Microscope	N	Half Yearly
257	Turbidimeter	Y	Half Yearly
258	Tympanometer	Y	Half Yearly
259	Ultrasonic Sterilizer	Y	Half Yearly

Ser No.	Equipment	Calibration Required	Preventive Maintenance
260	Ultrasound Machine All types (including portable one)	Y	Half Yearly
261	Ultrasound Therapy Unit	Y	Half Yearly
262	Urine Analyzer	N	Half Yearly
263	UV Sterilizer	Y	Half Yearly
264	Vacuum Therapy Unit	Y	Half Yearly
265	VDRL Rotator	Y	Half Yearly
266	Ventilator	Y	Half Yearly
267	Ventilator (All types including Transport Ventilator)	Y	Half Yearly
268	Ventilator High End	Y	Half Yearly
269	VEP machine	Y	Half Yearly
270	Vibrator	N	Half Yearly
271	Vitreectomy Machine	N	Half Yearly
272	Volumetric Infusion Pump	Y	Half Yearly
273	Washer And Disinfector	N	Half Yearly
274	Water bath	Y	Half Yearly
275	Water bath electric (Tissue Floatation	N	Half Yearly
276	Water purification System	Y	Half Yearly
277	Whirlpool Bath	N	Half Yearly
278	Whole Body Plethysmograph machine	Y	Half Yearly
279	X-Ray Film Processor	N	Half Yearly
280	X-Ray machine All types (including High frequency, portable & mobile)	Y	Half Yearly

Note: - Any other equipment deemed appropriate can be added later in this list based on recommendations of first party.

APPENDIX 05

DETAILS OF ASSET

The asset details can be obtained from the below link.

https://docs.google.com/spreadsheets/d/1IAIKhs-43giUXggo_QFH1Hi9NfTeyNXY6wZOpO24IIA/edit?gid=0#gid=0