



# REQUEST FOR PROPOSAL

## SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF LED BASED BILLBOARDS AT DIFFERENT GOVERNMENT HEALTH INSTITUTIONS

**Odisha State Health & Family Welfare Society (OSH&FWS),  
Mission Directorate, National Health Mission - Bhubaneswar**  
RFP Reference No: OSH&FWS/2018/LED  
Date: 29.6.2018  
Website : [www.nhmodisha.gov.in](http://www.nhmodisha.gov.in)  
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## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to bidder(s), whether verbally or in documentary form by or on behalf of the Tender Inviting Authority under Department of Health & Family Welfare, Govt. of Odisha, or any of their employees or advisors, is provided to bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the Tender Inviting Authority or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their proposal and detailed Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Some bidders may have a better knowledge of the proposed Project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Tender Inviting Authority / Department, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Tender Inviting Authority / Department may in its absolute discretion but without being under any obligation to do so can update, amend or supplement the information in this RFP document.

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## Section 1 - Invitation for Bids

### 1.1. Introduction of the Project

- a. The Odisha State Health & Family Welfare Society (OSH&FWS), Mission Directorate, National Health Mission - Bhubaneswar intends to select an Agency for supply, installation, testing, commissioning, operation & maintenance of **12 nos. Outdoor LED Display Boards at 9 Health Institutions** in the State on a **monthly payment basis**.
- b. The RFP shall be available in NHM-Odisha website: [www.nhmodisha.gov.in](http://www.nhmodisha.gov.in) Interested bidders may download the bid document, corrigendum and clarifications from the portal.

### 1.2. Issuer of RFP

Mission Director,  
National Health Mission,  
Unit-8, Annex Building of SIH&FW, Natyapalli  
Bhubaneswar – 751 012  
Tel: 0674-2392479/80  
**e-mail: [proc.nhmodisha@gmail.com](mailto:proc.nhmodisha@gmail.com)**  
**website : [www.nhmodisha.gov.in](http://www.nhmodisha.gov.in)**

Any proposal received by OSH&FWS after the deadline for submission of proposals mentioned in the Key Events & Dates as per Section 1.4 will be summarily rejected. OSH&FWS shall not be responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

### 1.3. About the RFP Document

- a. This RFP provides information regarding the Procurement, Scope of Work, Technical requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the proposed Project, OSH&FWS seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.
- e. The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the

Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

#### 1.4. Key Events & Dates

Sl.No.	Event	Target Date
1	Cost of Bid Document	INR 11,200/- (inclusive of GST) in the form of Demand Draft/ Banker's Cheque of only Scheduled / Nationalized Bank, drawn in favour of "Mission Director, National Health Mission" payable at Bhubaneswar .
2	Publication of the RFP	<b>29/6/2018</b>
3	Last Date for receiving queries/clarifications	<b>6/7/2018</b> till 5:00PM
4	Pre-Bid Meeting	<b>6/7/2018</b> at 11.30 AM
5	Last date for submission of Bids	<b>20/7/2018</b> at 3:00PM
6	Date of opening of Technical Bid	<b>20/7/2018 at 3.30 PM</b>
7	Bid Security/Earnest Money Deposit	INR <b>2,00,000</b> (Rupees Two Lac only) in the form of a Demand Draft / Banker's Cheque /Bank Guarantee drawn on any Scheduled / Nationalized Bank payable at Bhubaneswar, in favor of "Mission Director, National Health Mission" payable at Bhubaneswar .
8	Date of opening of Commercial Bid	<b>To be intimated later</b>

#### 1.5. Pre-Bid Conference

OSH&FWS shall organize a Pre-Bid Conference on the scheduled date and time as mentioned in the Section 1.4 of this RFP. OSH&FWS may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-bid Conference. OSH&FWS shall receive and respond to prospective Bidder's Pre-Bid queries as per the scheduled date and time of the RFP. The decision of OSH&FWS regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions which are received late. The responses to the queries shall be conveyed to all the prospective Bidders by way of hosting amendments / clarifications / corrigendum on the website [www.nhmodisha.gov.in](http://www.nhmodisha.gov.in) in accordance with the respective clauses of the RFP within 7 working days and no participant would be intimated individually about the response of OSH&FWS. The Bidders are requested to send their consolidated queries to the **email: [proc@nhmodisha@gmail.com](mailto:proc@nhmodisha@gmail.com)** only once and further queries sent by the Bidders shall not be entertained.

## 1.6. Amendment of RFP Document

At any time till 2 days before the deadline for submission of Bids, OSH&FWS may, for any reason whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be in formed through the website: [www.nhmodisha.gov.in](http://www.nhmodisha.gov.in) All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. OSH&FWS also reserves the rights to amend the dates mentioned in the **Section1.4** of this RFP for Bid process.

## Section II- Qualification Criteria

This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum qualification criteria. Bidders failing to meet any one of the qualification criteria as mentioned below or not submitting requisite supporting documents / documentary evidence for supporting qualification criteria are liable to be rejected summarily.

Sl.	Clause	Documents Required
1.	The Bidder (Prime bidder in case of a Consortium) should be registered under Companies Act, 1956 in India and should have been in operation for a period of at least 3 years in India	<ul style="list-style-type: none"><li>• Certificate of Commencement of Business issued by the Registrar of Companies</li><li>• Memorandum and Articles of Association.</li><li>• Annual Reports for the last 3 financial years.</li></ul>
2.	Consortium of <b>maximum 2 nos.</b> are allowed for the Bid Proposal. In such case, the Prime Bidder would need to submit a duly notarized Agreement with the other member of Consortium for the Contract clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and sub-clauses) and their relationship. The Agreement should be prepared on a Non Judicial stamp paper of requisite value. The Agreement concluded by the Prime Bidder and Consortium member should also be addressed to the OSH&FWS clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the Contract period.	Consortium Agreement on a Non-Judicial stamp paper duly notarized.

3.	The Authorized Signatory signing the Bid on behalf of the Bidder (Prime Bidder in case of a Consortium) should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid and the Contract/Agreement on their behalf.	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with resolution number and date.
4.	The Bidder (Prime Bidder in case of a Consortium) should be an established Original Equipment Manufacturer (OEM) of LED Display Board/Screen or OEM's authorized Dealer/Supplier in India and should have been in this business for a period exceeding three years as on Proposal Due Date.	In case of Authorized Dealer / Supplier, Authorization certificate of respective OEM of LED Display to be proposed for this Proposal
5.	<p>The Bidder should have an average annual turnover of at least <b>INR 2 Crores</b> during the last three financial years (i.e. 2014-2015, 2015-2016, 2016-17).</p> <p>In case of a consortium, if the lead bidder does not meet the turnover criteria, then the cumulative turnover of the lead bidder &amp; consortium bidder shall be taken into consideration if the consortium bidder will be in the similar business (LED installation) and the turnover of the lead bidder is more than the turnover of the consortium bidder.</p>	<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement and Balance sheets.</li> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder / Chartered Accountant clearly specifying the turnover for the specified years.</li> </ul>
6.	The OEMs should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners /dealers in India.	Undertaking from the authorized signatory of the OEM.



7.	<p>The Bidder should have successfully supplied and installed 10 outdoor LED Display Boards/ Screen in India for a minimum aggregate value of INR 2 crores in the last 3 financial years</p> <p>In case of Consortium, the Prime Bidder, should have successfully supplied and installed 6 nos. outdoor LED Display Boards/ Screen in India for a minimum aggregate value of INR 1 Crore in the last 3 financial years and rest installation by the consortium member so that the cumulative installations shall be 10 or more in last 3 financial years</p>	<ul style="list-style-type: none"> <li>• Copy of Work order and Certificate of completion or successful implementation by the client OR Self- Certificate attested by the client.</li> <li>• Documentary proof for the stated Project value attested by the client.</li> </ul>
8.	As on date of submission of the proposal, the Bidder (All members of Consortium) shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry / Department of Government of India / State Governments.	Certificate from the Authorized signatory to the effect that the Bidder is not blacklisted by any of the Ministry / Department of Government of India/ State Governments.
9.	The Bidder (Prime Bidder in case of Consortium) must have valid professional certifications such as ISO 9001:2008 / ISO 14001.	Copy of valid certificates.
10.	The Bidder (all members in case of consortium) should be having a valid GST registration certificate, and Permanent Account Number (PAN) issued by Income Tax Department	Copy of each Certificate of the Bidder.
11.	The Bidder should have submitted EMD and Bid Processing fees of amount as mentioned in the RFP	<p>DD/ Banker's Cheque /Bank Guarantee (BG) from any Nationalized / Scheduled Bank</p> <p>In case of BG , it has to be furnished as per format mentioned in <b>Annexure - II</b> and should be valid up to <b>31<sup>st</sup> January 2019</b>.</p>

## Section III - Scope of Work & Payment Terms

The minimum specified Scope of work to be undertaken by the Bidder for supply of LED Display Boards to be installed at the Govt. Health Institutions is mentioned below. The selected Bidder shall perform the services as per the scope of work and period of the Agreement.

### 3.1. Bill of Material

The selected Bidder shall be required to **supply and install 12 outdoor LEDs Display Boards** in different Govt. health institutions on a **monthly payment basis** at the prominent locations of these health institutions to be specified later in the LOI issued to the selected Bidder. The OSH&FWS may increase the procurement of 12 LED billboards at latter date during the contract period depending upon the LED billboards requirement. The possible increase in number shall be conveyed to the selected Bidder as and when required. The selected Bidder needs to supply and install the additional LED Display Boards at the quoted per unit rate.

### 3.2 Technical Specifications (12 Feet X 8 Feet) outdoor LED

Sl.	Description	Specification
1.	Classification of LED	MULTI COLOUR
2	LED Configuration	DIP (PCB MOUNT)
3.	Pixel	Pixel Pitch: 6 mm or lower
		Pixel Density: 20,000 dots /m <sup>2</sup> or higher
		Pixel Configuration:(1R,1G,1B) or Higher
		Minimum Lifetime:100,000 hours or Higher
4.	Module	Cabinet Dimension :50kg or lower
		Physical Resolution : 960mm/960mm
5.	Cabinet	Cabinet Dimension : 50kg or lower
		Physical Resolution : 960mm/960mm
		Thickness : Standard
		Material : Steel Cabinet
6.	Display	Optimal Viewing Distance:6 m~200 m
		Optimal Viewing Angle :140°(Horizontal),

		90°(Vertical)
		Contrast enhancing Shaders: 7500 per sq mt.
		Intelligent Brightness Control by using advanced software
7.	Temperature & Humidity	Storage Temperature: 0°C to +90°C
		Working Temperature: 0°C to +60°C
		Overheat Protection: Safe Shut down
		Cooling: 4 Special silent fans/cabinet
		Weather Protection: IP65(front); IP54(rear) with ACP cladding at back and both the sides of the structure
8.	Electricity	Voltage : 110~220V+ 10%
		Average Power Consumption : 350W/m <sup>2</sup> per cabinet or lower
		Max. Power Consumption: 800W/m <sup>2</sup> per cabinet or Lower
9.	Control System	Control Mode: Synchronization, Asynchronize mode (Optional) by internet / manual
		Control System: DVI interface (DVI Connector)
10.	Main Parameters	Frame Rate:≥60Hz/sec.
		Refresh Rate:≥1200 Hz/sec or higher
		Scan Method: Static
		Grey Scale/Colors:8192,1024/1.07 billion colors or Standard
		Brightness: 6500cd/m <sup>2</sup> or Higher
		Contrast:4500:1
		16-32 bit color processing
		Defects Rate≤ 0.0001
		MTBF:≥5,000 hrs
		Lifetime:100,000 hours

11.	Features	High reliability
		Short leading time
		Easy maintenance and excellent visual quality
		An end-to-end DMS Solution available on Software including Digital Media Player (DMP) and accessories with operations software.
		The LED Screens should be able to manage content individually with centralized control and remote management with auto playlist, Content log, monitor network, display view, transition time, trans coding, security, agnostic to players and display device, network agnostic, content inventory, multipurpose player, interactive mode, video wall mode, audio output, intrusion prevention control.
		The LED Screen should compatible to execute Widely Used Image (JPEG/JPG, PNG, GIF, TIFF), Video Formats (WMV, FLV, MP4, MOV, AVI, MPEG), Animation Files (SWF or SWF in ZIP), Interactive content and Interactive applications .DOC, .XPS, .PPT, .ppsx, .pps (*MSOffice to be installed on player), web links for direct display of website and other online contents, RSS and ticker, Audio Content(.mp3, .mp4a, .asc, .wma).
		The Display Boards provided should work on all weather conditions. The Display Boards should have audio / video slots and have slots for connecting storage devices like pen drive.
		LED Screen is to be <b>Audio Compatible–1000 Watts</b> with all other requirements including speakers to be fulfilled including speakers.
12.	Mounting Structure Height	Two pole Minimum 5 Meter or above from Ground Level
13.	Certifications	CE/FCC Class A / BIS certification

### 3.3 Scope of Work

The brief scope of work is outlined below:

- a. The selected Bidder shall supply and Install 12 nos. Outdoor LED Display Boards each with a size of 12' x 8' or higher at the locations/sites mentioned in the RFP / LOI to be issued later.

- b. The selected Bidder shall provide **comprehensive onsite warranty & maintenance** for a period of **three (3) years**.
- c. The selected Bidder shall arrange all the related tools, equipment and Software to install and run the LEDs. This shall include but not limited to the following:
  - Any civil construction work required for installation of LEDs
  - The Mounting Structures
  - Electrical Earthing
  - Plumbing and entire site readiness
  - Software to run the Content
- d. The selected bidder shall be **responsible to run the content** in the LEDs Display Boards. The content shall be provided by concerned health institution / health department. No other content apart from the content provided concerned health institution / health department by can be run on LED Display Board. The electricity expenses incurred in running the LEDs shall be borne by the service provider.
- e. The selected Bidder shall provide an **end to end Digital Media Solution**. The scope includes configuring the Digital Media Manager (DMM) Servers and Digital Media Player (DMP).
- f. The Bidder shall configure and manage the Hardware and operations software remotely. The Bidder shall be required to manage the contents of all the screens from a centralized location.
- g. The selected Bidder shall deploy its one resource person in each location for the entire agreement period to receive the content from the concerned health institution / Health Department / OSH&FWS and run the content in the LEDs. The resource person shall act as Bidder's single point of contact for OSH&FWS.
- h. The selected Bidder shall obtain all necessary approvals from the concerned departments and local authorities before installing the LEDs on the site specified by OSH&FWS. However, OSH&FWS / Concerned Health Institution shall provide full assistance in obtaining the requisite approvals. All the Statutory fees as per the applicable terms & conditions (e.g. licensing fees for the LEDs' installation) shall be paid by **the selected bidder** to the concerned Local Authorities.
- i. The selected Bidder shall ensure that the Display should be **24 Hrs visible** i.e. during the **day light** and in **night time** and should **work in all weather conditions**.
- j. All charges towards supply and installation of LEDs along with the cost of warranty & maintenance services for **3 years** shall be borne by the selected Bidder.

### **3.4. Post Delivery Inspection and Acceptance**

The selected Bidder should conduct 100% pre-despatch Quality inspection on LEDs from their side and certify the same. Inspection and Quality Control tests, prior to shipment of Goods, by the selected Bidder should be in accordance with necessary quality control certifications. The manufacturer shall submit satisfactory Quality Check Pass Reports with the LEDs to be dispatched under this RFP. OSH&FWS shall appoint a Technical committee to perform post-delivery Inspection in Bhubaneswar at the location mutually agreed between OSH&FWS and the selected Bidder. OSH&FWS

shall only accept the LEDs upon clearance by the Technical Committee.

In the event of any fault finding by the Technical committee or non-conformation of Technical specification of LEDs specified in RFP, OSH&FWS reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages. OSH&FWS shall not be responsible for any costs associated with such rejection. The manufacturer will be responsible for the LEDs till it is delivered and commissioned at the specified delivery points, tested and accepted by the OSH&FWS. Only after such acceptance, the responsibility of the manufacturer will cease.

### 3.5 Schedule

The Project timelines are given below:

Activity	Timelines
Supply and Installation of <b>12 Outdoor LEDs at 9 Govt. Health Institutions</b> [One no. each at Capital Hospital-BBSR, SLN Medical College – Koraput, PRM Medical College – Baripada, DHH –Puri, AHRCC – Cuttack, Sishu Bhavan - Cuttack and Two nos. each at SCB Medical College- Cuttack, MKCG Medical College – Berhampur and VSS Medical College – Burla]	<b>08 weeks</b> from date of issuance of LOI
Comprehensive onsite warranty & maintenance	<b>36 months</b> form date of commissioning of LED

### 3.6 Insurance

The selected Bidder shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance including any incidental loss/damage for the LEDs, Tools, Equipment's etc. since the transportation, delivery and commissioning by the Bidder up to three (3) years of completion of warranty. All costs related to insurance shall be borne by the selected Bidder. The Insurance Certificate shall form a part of the final acceptance sign off document.

### 3.7 Transportation

The entire cost of transportation from the Manufacturing Plant or Port of Landing to the designated location/sites as specified by OSH&FWS shall be borne by the selected Bidder.

### 3.8 Final Acceptance sign off

The selected Bidder shall get a final sign off receipt preferably within 5 working days of the successful installation of LEDs at the locations specified by OSH&FWS. The selected Bidder shall provide following documents for the Final Acceptance sign off to the concerned authorities:

- a. Invoices in Triplicates (original + 2 duplicates)
- b. Delivery Challan / Installation certificate mentioning the details like location etc.
- c. Quality certificate by OEM
- d. Post Delivery Inspection certificate signed by the Technical committee appointed by OSH&FWS
- e. Insurance certificate

The date on which such Receipt is signed shall be deemed to be the **date of acceptance** and the **warranty** of the LEDs starts from that date.

### 3.9 Payment Schedule and Condition

- a. The bidders need to quote **a per unit monthly lump-sum cost** for the services provided (which shall include supply, installation, testing, commissioning, maintenance and warranty) including GST in the commercial bid format provided in **Format F2**.
- b. The payment to the selected bidder shall be made on a **monthly basis** upon receipt of invoice. Payments will be released by OSH&FWS / Concerned Health Institution only on satisfactory acceptance of the Inspection Certificate & monthly satisfactory service report from the head of the concerned health institution.
- c. The selected bidder needs to provide service as per the Service Level Agreement provided in Section IV which clearly defines the levels of service which shall be provided by the Selected Bidder to OSH&FWS / Concerned Health Institution for the duration of this Agreement.
- d. In case the selected bidder does not meet the criteria and conditions mentioned in the Service Level Agreement, penalty shall be imposed as defined in the Service Level Agreement.

## Section IV - Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Selected Bidder to OSH&FWS for the duration of this Agreement. The selected Bidder and OSH&FWS shall regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA.

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof.

### 4.1. Category of SLAs

#### 4.1.1 LED Uptime

**Table 1: LED Uptime**

Sl.	Measurement	Definition	Target	Penalty
1.	LED uptime	<ul style="list-style-type: none"><li>The selected Bidder shall ensure that LED shall be functional irrespective of any circumstances. The uptime shall be calculated every year by the Bhubaneswar Development Authority.</li><li>The selected Bidder shall submit the uptime reports (location wise) in every three months and as and when requested by the OSH&amp;FWS.</li></ul>	95% for 3 Years	A Penalty of 2% for every 1% beyond the uptime, subject to a maximum of 10% of the overall contract value.

#### 4.1.2 Repair & Replacement of LED

**Table 2: Repair & Replacement of LED**

Type of Incident	Resolution time	Penalty
Incident	T	No Penalty
Repair of the LED after	$T_1 = T+10$	No Penalty



<p>incident reporting to the selected Bidder by the OSH&amp;FWS / Concerned Health Institution.</p> <p>T shall be the agreed resolution time which in case of repair is 5 (five) working days.</p> <p>In case of T1, the selected Bidder shall have to take permission in case the LED needs more than 5 days to be rectified.</p>		(written permission required)
	> T1	2% of the value of the LED for every unresolved week subject to a maximum of 10% of the contract value.

## 4.2 Penalties

- a. The total Penalty in the year shall not exceed **10%** of the total contract value.
- b. Default beyond **10%** of the total contract value, on account of any reason whatsoever, will be deemed to be an event of default and termination.

## 4.3 Liquidated Damages

- a. Subject to clause for Force Majeure, if the Selected Bidder fails to complete the supply and installation of LEDs within specified period or if Bidder repudiate the Agreement before completion of the work, OSH&FWS at its discretion may without prejudice to any other right or remedy available to OSH&FWS under the Agreement, recover a maximum of 10% (Ten percent) of the total value of the order from the Bidder as Liquidated Damages (LD).
- b. OSH&FWS will be free to procure the remaining LEDs from alternate sources at the cost and risk of the defaulting selected bidder by forfeiting the EMD/performance Security Deposit of the Bidder. In addition, OSH&FWS will impose a cancellation charge of 5% of the value of undelivered Goods, which shall be recovered from the pending bills or EMD/Performance Security Deposit or by raising claims.

## **Section V- Instructions to Bidders**

### **5.1. Consortium Criteria**

1. Consortium of Maximum 2 nos. (Two Nos.) are allowed for the Bidding.
2. In case of Consortium no Company will be allowed to participate in more than one Bid i.e. they should have exclusive partners in case it is observed that any Consortium have a common partner then such Consortia will stand disqualified and under no circumstances their Bids will be entertained. An undertaking in this regard has to be enclosed.
3. In case of a Consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU) / Agreement (duly notarized) among all the members signed by the Chief Executives/Authorized Signatories of the companies dated prior to the submission of the Bid. The MoU / Consortium Agreement shall clearly state the composition of the Consortium who shall be the Prime Bidder, the complete description of the partner and roles and responsibilities of the partners. The MoU/ Agreement shall be exclusively for this Project and the Prime Bidder shall be responsible in case of failure by any partner. Such an Agreement should be prepared on a stamp paper of requisite value
4. The Bidder should be registered under Company's Act 1956. In case of Consortium, either the Prime Bidder or Secondary Member should be registered under the Company's Act, 1956.
5. The Bidder (lead member in case of a consortium) shall have Company Registration Certificate, registration under Labour Laws & Contract Act, valid GST Registration Certificate and Permanent Account Number (PAN) issued by Income Tax Department (Copy of each registration should be provided).
6. The Bidder should submit an undertaking that Bidder (or lead member of the Consortium) is a Company/Consortium and product quoted are not Black Listed by any Government Department/Agency in India.
7. Members of the Consortium shall be jointly and severally liable to the OSH&FWS for the execution of the Project in accordance with the terms of the Bid document and a statement of this effect shall be included in the Memorandum of Understanding/Consortium Agreement.
8. Agreement concluded by the Prime Bidder and Consortium members should also be addressed to the OSH&FWS clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the Contract period. Notwithstanding the Agreement, the responsibility of completion of job under this Agreement will be with the Prime Bidder.
9. If at any stage of Tendering process or during the currency of the Agreement, any suppression/falsification of information with respect to the above conditions is brought to the knowledge of OSH&FWS, then OSH&FWS shall have the right to reject the Bid or terminate the Agreement, as the case may be, without any compensation to the Prime Bidder or any member of the Consortium.

### **5.2 Instructions to the Bidders**

- a. The Bids must be submitted within the stipulated date & time of bid Submission given in the Bidding Process. Therefore, Bidders are advised to submit the Bids well advance in time.
- b. Once the Bid submission date and time is over, the bidders cannot submit their Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of their respective Bids.

- c. Technical Bids will be opened at **20.7.2019, 3.30 PM** in the conference hall of OSH&FWS, Mission Directorate –NHM, Bhubaneswar. The opening of financial bids shall be intimated later to all the technically qualified bidders.
- d. OSH&FWS may at its discretion extend this deadline for submission of Bids by amending the Bid document, in which case all rights and obligations of the OSH&FWS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 5.3 Procedure for Submission of Bids

Submission of Bids shall be in accordance with the instructions mentioned below:

- a. The Bidder shall submit a signed and complete Proposal comprising the documents specified in **Clause 5.8**
- b. The Proposal shall be submitted in physical form (hard copy) and will be hand delivered or sent by registered post, speed post, courier or in the **tender drop box** in the manner and to the address specified in the relevant Clauses
- c. The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.
- d. Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached. The name and position held by the person signing the Proposal must be typed or printed below the signature.
- e. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.
- f. The Proposal will comprise **2 separate sealed envelopes** which will be placed in a **sealed outer envelope** as follows:
- g. The **first envelope (Envelope A)** will contain the **Technical Proposal** and be marked as follows:

SELECTION OF AGENCY FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF LED DISPLAY BOARDS AT VARIOUS GOVERNMENT HEALTH INSTITUTIONS”– Technical Bid DO NOT OPEN BEFORE [Insert Time Indicated in the Data Sheet] ON [Proposal Due Date]”

The **Second envelope (Envelope B)** will contain the **Financial Proposal** and be marked as follows:

“SELECTION OF AGENCY FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF LED DISPLAY BOARDS AT VARIOUS GOVERNMENT HEALTH INSTITUTIONS” - Financial Bid DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF QUALIFICATION DOCUMENT”

- i. The sealed envelopes containing the Technical Proposal and Financial Proposal shall be placed into one **outer envelope** and sealed. This outer envelope shall bear the name and address of the Bidder and the RFP reference number and be marked as follows:

“SELECTION OF AGENCY FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF LED DISPLAY BOARDS AT VARIOUS GOVERNMENT HEALTH INSTITUTIONS” - DO NOT OPEN BEFORE [**Insert Time Indicated in the Data Sheet**] ON [Proposal Due Date”].

- j. If the envelopes are not sealed and marked as required, the OSH&FWS will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- k. All the envelopes shall be addressed to

The Mission Director,  
National Health Mission, Odisha  
Mission Directorate, Odisha State Health & Family Welfare Society (OSH&FWS),  
Unit-8, Annex Building of SIH&FW, Nayapalli,  
Bhubaneswar – 751 012

## 5.4 Validation of interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except 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.

## 5.5 Site Visit

The Bidder shall request OSH&FWS in writing in case the Bidder wants to visit and examine sites and therefore obtain all information that may be necessary for preparing the proposal Document on their own responsibility. The costs of visiting the site(s) shall be at Bidder's own expense.

## 5.6 Clarification on RFP

- a. A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, through email and as per schedule indicated in “**Key Events and Dates**”. The queries must be submitted in the following format only to be considered for clarification:

Sl.	Section No.	Clause No.	Page No.	Actual Clause	Clarification Sought

The queries not adhering to the above mentioned format shall not be responded.

## 1.7 Language of Bids

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of OSH&FWS and will not be returned.

## 5.8 Documents Comprising the Bids

The Proposal shall have Two Cover System for this RFP:

- i. Technical Bid.
- ii. Commercial Bid.

Proposal submitted by the Bidder shall comprise the following:

- a. Proposal covering letter and Technical Documents as prescribed in the **Section VII** of this RFP.

- b. Commercial proposal (Commercial Bid Covering Letter along with the price bid) as specified in **Section VIII** of this RFP.
- c. Photographs, Leaflets, Brochure & CD / DVD of Outdoor LED Display Boards offered, should be submitted along with the Technical Bid.
- d. Any other information that is required to be submitted in the proposal process.

Bidder shall submit with its proposal, inter alia, the following attachments:

- a. A board resolution authorizing the signatory on the behalf of Bidder to sign/execute the proposal as a binding document and also to execute all relevant Agreements forming part of RFP.

Bidders shall furnish the required information on their Qualification and commercial strengths in the enclosed formats only. **Any deviations with respect to this may make the Bid liable for rejection.**

## 5.9 Bid Prices

- a. The Bidder shall indicate the price in the prescribed format, it proposes under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by OSH&FWS.
- b. The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by OSH&FWS. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP. If during the course of execution of the Project any revisions to the work are to be made to meet the goals of OSH&FWS, all such changes shall be carried out within the current price.

## 5.10 Firm Prices

- a. The Bidder shall quote a fixed price as detailed in the RFP on a single responsibility basis. No adjustment of the Agreement price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment payable by OSH&FWS to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- b. The prices, once offered, must remain fixed and must not be subject to any escalation for any reason whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

## 5.11 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

## 5.12 Bidder Qualification

- a. The "Bidder" as used in the RFP shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/she shall submit a Certificate of authority. All Certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative and the Principal Officer.
- b. It is further clarified that the individual signing the RFP or other documents in connection with the Bid must certify whether he/she signs as the Constituted Attorney of the Company.
- c. The authorization shall be indicated by written Power of Attorney accompanying the qualification Bid.

## 5.13 Bid Security (Earnest Money Deposit)

- a. Bidders shall submit, along with their Bids, Bid security or Earnest Money Deposit (EMD) of **INR 2,00,000** (Rupees Two Lakhs Only), in the form of a Demand Draft/Banker's Cheque from any Nationalized / Scheduled Bank in favour of "Mission Director, National Health Mission" payable at Bhubaneswar or Bank Guarantee of any Nationalized / Scheduled Bank in favour of "National Health Mission, Bhubaneswar" valid till 31<sup>st</sup> January 2019. EMD in any other form will not be entertained. **Please refer Annexure-II for the Bank Guarantee format.**
- b. The EMD of all unsuccessful Bidders would be refunded by OSH&FWS. The Bid security, of the successful Bidder would be returned upon submission of Performance Guarantee.
- c. Bid without adequate Bid security/EMD shall be rejected without providing any opportunity to the Bidder concerned.

## 5.14 Bid Validity Period

- a. The proposals shall be valid for a period of Six (6) calendar months from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, OSH&FWS may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

## 5.15 Local/ Site Conditions

- a. It will be incumbent upon each Bidder to fully acquaint himself with the site conditions and other relevant factors at the proposed sites for installation of LEDs which would have any effect on the performance of the work and/or the cost. The Bidders are advised to conduct due-diligence before the Bid-submission.
- b. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Agreement done with the Bidder under the RFP will be entertained by OSH&FWS and that neither any change in the time schedule of the Agreement nor any financial adjustments arising thereof shall be permitted by OSH&FWS on account of failure of the Selected Bidder to appraise themselves of local laws and site conditions.

## **5.16 Modification and Withdrawal of Bids**

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids, the bidder may do so, but the EMD of the Bidder shall be forfeited.

## **5.17 Opening of Bids**

### **5.17.1 Opening of Technical Bid**

The Bid shall be opened in the presence of Bidders representatives (only one) who choose to attend the Bid opening sessions on the specified date, time and address. The Bidders representatives who are present shall sign a register evidencing their attendance. In the event of specified date of Bid opening being declared a holiday for OSH&FWS, the Bids shall be opened at the same time and location on the next working day.

### **5.17.2 Evaluation of Qualification Bid**

#### **Qualification Bid:**

- a. Tender Evaluation Committee [TEC] duly appointed by OSH&FWS shall evaluate the Technical Bids.
- b. The evaluation shall be done for only those Bidders, whose Bid Document Fees & EMD amount is in order as per the RFP.
- c. Bidders need to fulfil all the Qualification conditions mentioned in Qualification Criteria of the RFP. TEC will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- d. Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.
- e. TEC may seek clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents. The Committee may seek inputs from their professional, technical faculties in the evaluation process.
- f. Conditional Bids will be rejected.
- g. The decisions of the Tender Evaluation Committee on whether the tenders are responsive or non-responsive will be final.
- h. A Bidder, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.

### **5.17.3 Bids Not Considered For Evaluation**

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

### **5.17.4 Criteria for Evaluation and Comparison of Technical Bids**

- a. Bidders need to fulfil all the qualification conditions mentioned in Qualification Criteria of the RFP. Tender Evaluation Committee [TTEC] will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP

requirements, whether documents have been properly signed, and whether the Bids are generally in order

- b. The Bidder needs to strictly adhere to the formats provided in section VII and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
- c. All relevant documentary proofs should be submitted along with the offer. Failure to submit the Documents along with the offer could result in disqualification of the Bid.

#### **5.17.5 Opening of Financial Bids**

- a. Only the Financial Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid conducted by the Tender Evaluation Committee/ Tender Inviting Authority shall be opened in the second round.
- b. The Financial Bid shall be submitted in the format given in this document as Financial Bid Form (Format – VIII). The Financial Bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- c. The Price offered should be given strictly on the format given in the Financial Bid only. The Bidder must quote all items.
- d. The tenders shall offer financial for supply and installation of outdoor LED Display Boards including warranty & maintenance for 03 years inclusive of all the accessories mentioned in the **technical specification** of the RFP.
- e. Financials Offered shall be in Indian Rupees. Price should be quoted for successful supply and installation of the LED Display Boards including maintenance for 03 years after warranty period also.
- f. If the contract attracts any statutory deductions, the same will be deducted while settling the payment.
- g. There should not be any hidden costs.

#### **5.17.6 Comparison of Financial Bids**

- a) The commercial quotes of the **Lowest** Bidder shall be notified as L1. In case L1 offers for supply & installation of the complete order quantity as per the schedule and location specified in the RFP, the Tender Evaluation Committee [TEC] then shall have the rights to give the complete order to the L1.
- b) In case L1 backs out, the RFP shall be cancelled & Bids shall be invited again. L1 shall however be blacklisted from participating in any future bidding of OSH&FWS and are liable for legal action by OSH&FWS.

#### **5.17.7 Negotiation**

Normally, there would be no post RFP negotiations. If at all negotiations are warranted, it would be only under exceptional circumstances and OSH&FWS shall reserve the right to negotiate with the Bidder whose “Commercial Bid” has been ranked L1 by the committee based on the evaluation of the proposals.

#### **5.17.8 Rectification of Errors**

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.



- b. Arithmetic errors in proposals will be corrected as follows:

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

### **5.18 Contacting OSH&FWS**

- a. No Bidder shall contact the OSH&FWS on any matter relating to its Bid from time of opening to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the RFP Issuing Authority, the same should be done in writing to OSH&FWS. The RFP Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of his Bid security.

### **5.19 OSH&FWS's right to vary Scope of Work at the time of Award**

OSH&FWS may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:

- a. OSH&FWS reserves the right to vary the quantity of LEDs.
- b. If any such change cause an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of OSH&FWS's order for change.

### **5.20 OSH&FWS's Right to Accept Any Bid and to reject any or All Bids**

OSH&FWS reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for OSH&FWS's action.

### **5.21 Notification of Award**

#### **5.21.1 Notification to Successful Bidder**

Prior to the expiry of the Bid validity period, OSH&FWS will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter of intent (LOI) that its proposal has been accepted. The notification of award will constitute the formation of the Agreement. Upon the successful Bidder's furnishing of performance security, OSH&FWS will promptly notify each unsuccessful Bidder and return their EMD. Prior to the expiry of the Bid validity period, OSH&FWS will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement. Upon the successful Bidder's furnishing of performance security, OSH&FWS will promptly notify each unsuccessful Bidder and return their EMD.

### **5.21.2 Signing of Agreement**

At the same time as OSH&FWS notifies the successful Bidder that its proposal has been accepted and OSH&FWS shall enter into an Agreement with the successful Bidder.

### **5.21.3 Discharge of Bid Security**

Prior to signing of the Agreement, OSH&FWS shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to Section 5.23. On receipt of the Performance Guarantee, the Bid security (EMD) of all successful Bidders will be released. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.

### **5.22 Failure to abide by the Agreement**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OSH&FWS may forfeit the EMD/ Performance Bank Guarantee. The contract will then be awarded to the next Bidder selected by the process of Re-Tendering.

### **5.23 Performance Bank Guarantee**

- a. The successful Bidder shall at his own expense may deposit with OSH&FWS, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from OSH&FWS, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled / Nationalized Bank acceptable to OSH&FWS, in the format prescribed in **Annexure - 2**, payable on demand, for the due performance and fulfilment of the Agreement by the successful bidder.
- b. The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque from a Scheduled Bank.
- c. This Performance Guarantee shall be for an amount equivalent to **10%** of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the warranty period. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 6 months of completion of warranty, the Performance Bank Guarantee may be discharged/ returned by OSH&FWS upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

### **5.24. Confidentiality of the Document**

This RFP is a confidential document and the Bidders shall ensure that anything contained in this RFP shall not be disclosed in any manner, whatsoever.

### **5.25 Rejection Criteria**

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP :
  - i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
  - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
  - iii. The Bidder qualifies the proposal with his own conditions.

- iv. Proposal is received in incomplete form.
  - v. Proposal is received after due date and time.
  - vi. Proposal is not accompanied by all the requisite documents.
  - vii. Information submitted in qualification proposal is found to be misrepresented, incorrect or false accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
  - viii. Commercial proposal is enclosed in the same envelope as Technical Proposal and not sealed in a separate envelop.
  - ix. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
  - x. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.
  - xi. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by OSH&FWS.
- b. Bidders may specifically note that while evaluating the proposals, if it comes to OSH&FWS's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the OSH&FWS.
  - c. OSH&FWS will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

## **5.26 Income Tax Liability**

The Bidder and Personnel shall pay such direct and indirect taxes, duties including import duties, fees and other impositions levied under the Applicable Laws in India.

## Section VI – General Conditions of Agreement

### 6.1 Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_, 2018, between Odisha State Health & Family Welfare Society (OSH&FWS), Mission Directorate – National Health Mission - Odisha having its office at SIHFW Annexed Building, Unit-8, Nayapalli, Bhubaneswar - 751 012 (hereinafter referred to as the "**OSH&FWS**" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, (herein after called the "**Agency**") of the Second Part.

#### WHEREAS

- a. OSH&FWS intends to enable the Selection of Agency for supply and Installation of outdoor LED Display Boards in various Govt. Health Institutions involving the complete Scope of Work described in the RFP.
- b. OSH&FWS undertook the selection by adopting an National Competitive Bidding (NCB) Process for Selection of Agency for supply and Installation of outdoor LED Display Boards in Govt. Health Institutions and issued a Request for Proposal (RFP) dated \_\_\_\_\_.
- c. OSH&FWS intends to accord to the Agency the right to undertake the Project on the terms and conditions set forth in the Agreement;
- d. The Agency in pursuance of its proposal undertakes to supply, Install and provide 3 years post sales warranty and maintenance services and any other requirement of OSH&FWS during the aforesaid period stated hereinabove.
- e. All the conditions stated in the Request for Proposal (RFP) and the Corrigendum Document shall form part of the Agreement.
- f. The parties agree that for providing their Goods and the warranty services as per the terms of this Agreement, the Agency shall be paid as per the payment schedule detailed in the RFP.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
  - (a) Annexures of the Agreement
  - (b) Request for Proposal (RFP)
2. The mutual rights and obligations of "OSH&FWS" and the Agency shall be as set forth in the Agreement, in particular:
  - (a) " OSH&FWS " shall make payments to the Agency in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

**In presence of**

**Signed by**

For and on behalf of OSH&FWS

(Witnesses for OSH&FWS)

(i)

(ii)

(Authorized Representative for  
and on behalf of Agency)

(Witnesses for Agency)

(i)

(ii)

## 6.2 Definitions

a. **In this Agreement, unless the context requires otherwise:**

- i. **"Applicable Law"** means the laws and any other instruments having the force of law in India for the time being.
- ii. **"Agency"** shall mean the Bidder Company after selection through the RFP with whom the order has been placed for supply and installation of LED outdoor display Boards as specified in this RFP/ Agreement.
- iii. **"Agreement"** means the contents of RFP and specifications including the annexure, and any further amendments issued by OSH&FWS, of the RFP and contents of this Agreement. Notwithstanding the foregoing, in the event of a conflict between the Agreement and the RFP, the terms of this Agreement shall prevail.
- iv. **"Agreement Price / Value"** means the price payable to the Bidder under the Agreement for the full and proper performance of its contractual obligations.
- v. **"OSH&FWS"** means the Odisha State Health & Family Welfare Society, Mission Directorate, National Health Mission - Odisha
- vi. **"Bidder"** shall mean an Individual Company registered under the Companies Act, 1956 or a Consortium of companies consisting of not more than two companies as defined in this document which participates in the Bidding process.
- vii. **"Bidder's Representative"** means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and Project management.
- viii. **"Day"** means calendar day.
- ix. **"Deliverables"** means the products, thirty Six months comprehensive warranty services agreed to be delivered by the Agency in pursuance of this Agreement as defined in the RFP.
- x. **"Effective Date"** means the date on which this Agreement is signed and executed by the parties hereto. If this Agreement is executed in parts, then the date on which the last of such Agreement is executed shall be construed to be the effective date.
- xi. **"Government"** or **"GoO"** means the Government of Odisha.
- xii. **"In writing"** means communicated in written form with proof of receipt.
- xiii. **"LED"** means Light-Emitting Diode. It is an electronic semiconductor device that emits light when an electric current passes through it. LEDs are used in many applications such as flat- screen video displays.
- xiv. **"Personnel"** means professionals and support staff provided by the Bidder and assigned to perform services or any part thereof."
- xv. **"Performance Guarantee"** shall mean the guarantee provided by the Bidder in favour of Mission Director, National Health Mission for an amount specified in the RFP. The Performance Guarantee may be in the form of Demand Draft/ Banker's Cheque/Bank Guarantee.
- xvi. **"Project"** shall mean Installation of LEDs outdoor display Screens at the sites of Govt. Health Institutions along with 36 months of comprehensive maintenance and warranty under the scope defined in RFP.
- xvii. **"RFP" or "Request for Proposal"** means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s) and the clarifications, explanations and amendments issued from time to time.
- xviii. **"Service Level Agreement (SLA)"** means the Level of Services to be provided by the Agency as provided in Section IV of the RFP
- xix. **"Sign-off"** shall mean a written certification issued by OSH&FWS evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.

- xx. **“Stakeholders”** includes Govt. Health Institutions; Health Department, Government of Odisha and their persons/entities that have direct or indirect role in the Project.
  - xxi. **“Third Party”** means any person or entity other than the Govt. Health Institutions; OSH&FWS; Health Department, Government of Odisha.
  - xxii. **“OSH&FWS’s Representative”** shall mean the person appointed by OSH&FWS from time to time to act on its behalf at the site for overall coordination, supervision and Project management at site.
- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
  - d. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

## 6.3 Interpretation

In this Agreement unless a contrary intention is evident:

- a) The section headings are for convenient reference only and do not form part of this Agreement;
- b) Unless otherwise specified a reference to a section number is a reference to all of its sub-sections;
- c) Unless otherwise specified a reference to a section or sub-section is a reference to a section or sub-section of this Agreement including any amendments or modifications to the same from time to time;
- d) In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.

## 6.4 Representations & Warranties

- a. The Agency warrants and represents to OSH&FWS that:
  - i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - ii. this Agreement is executed by a duly authorized representative of Bidder;
  - iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.
  - iv. The Agency should have experience in managing and providing services similar to those as given in the RFP and that it shall perform the services with all due skill, care and diligence
  - v. The services shall be rendered in conformance with all applicable laws, enactments, orders and regulations;
- b. In the event the Agency is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance & Provision of warranty and any related scope of work as stated in this Agreement, OSH&FWS shall have the option to invoke the Performance Guarantee after serving a written notice of 30 (Thirty) days on the Agency.

## 6.5 Scope of Work/Agreement

- a. Scope of work shall be as defined in this Agreement, Scope of Work and the Service Level Agreement and annexes thereto of this RFP.
- b. OSH&FWS has engaged the Agency for supply and installation of twelve (12) LEDs and thereafter 3 years of comprehensive warranty and maintenance. The Agency is required to

perform the work during the term of this Agreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Agreement and are deemed necessary by OSH&FWS in order to meet its requirements (hereinafter "Scope of Work").

- c. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.
- d. OSH&FWS reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to the RFP.

## **6.6 Duration of the Agreement**

This Agreement shall come into effect on \_\_\_\_\_ 2018 (hereinafter called the "Effective Date") and shall continue up to the completion of 3 years of warranty period, subject to fulfilment of the rights and obligations of the Parties under the Agreement. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, have been met.

## **6.7 Performance Guarantee**

Within 15 (fifteen) days after the receipt of notification of award of the work (Letter of Intent) from OSH&FWS the successful Bidder shall furnish performance guarantee to OSH&FWS which shall be equal to 10% of the value of the Agreement and shall be in the form of a Bank Guarantee Bond or a DD/Banker's cheque from a Scheduled Bank in the Proforma given in **Annexure - 2**.

## **6.8 Agency's Obligations**

- a. The Agency shall:
  - i. Provide goods and warranty services specified by OSH&FWS and make available the necessary equipment/facilities/ services as may be necessary and other "Scope of Work" requirements as specified in the RFP and changes thereof.
  - ii. Bring all the tools, equipment along with 2 or 4 strands (whichever necessary) to fix up the LEDs in the location/site specified by OSH&FWS.
  - iii. Obtain all necessary approvals from the concerned departments before installing the LEDs on the site specified by OSH&FWS / Concerned Govt. Hospitals. However, OSH&FWS / Concerned Govt. Hospitals shall provide full assistance in obtaining the requisite approvals.
  - iv. Be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its team.
  - v. Ensure that the Agency's Team is competent, professional and possesses the requisite experience appropriate to the task they are required to perform under this Agreement. The Agency shall ensure that the warranty services are performed through the efforts of the Agency's Team, in accordance with the terms hereof and to the satisfaction of OSH&FWS. Nothing in this Agreement relieves the Agency from its liabilities or obligations under this Agreement to provide the services in accordance with OSH&FWS directions and requirements and as stated in this Agreement and the Bid to the extent accepted by OSH&FWS.
  - vi. Liaise with OSH&FWS's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works.



b. Reporting Progress:

- i. Agency shall monitor progress of all the activities specified in the Agreement and submit free of cost LEDs uptime report every six month to the OSH&FWS. OSH&FWS on mutual agreement between both parties may change the periodicity of such reports. Formats for such reporting shall be discussed at the time of Agreement finalization.
- ii. Facilities/ services and/or labour to be provided by the Agency under the Agreement and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of OSH&FWS's representative in accordance with the Agreement.
- iii. In case during the inspection work the progress falls behind schedule or does not meet the desired requirements, the Agency shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. All time and cost effect in this respect shall be borne by the Agency.

c. Knowledge of Infrastructure:

- i. The Agency's undertaking of this Agreement shall be deemed to mean that the Agency possesses the knowledge of all the requirements pertaining to the installation, Transportation, commissioning as stipulated in the RFP including but not limited to environmental, geographical, demographic and physical conditions and all criteria required to perform the operations.
- ii. The Agency shall be deemed to have understood the requirements and have satisfied himself contained in the Bidding documents, the quantities, nature of the works and equipment necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Agreement and his ability to perform it. However, if during the process of Inspection and/or Manpower deployment, Agency detects any obstructions affecting the work, the Agency shall take all measures to overcome them.
- iii. Agency shall be deemed to have satisfied himself as to the correctness and sufficiency of the Agreement Price for the work. The consideration provided in the Agreement for the Agency undertaking the work shall cover all the Agency's obligation and all matters and things necessary for proper execution of the work in accordance with the Agreement and for complying with any instructions which OSH&FWS's representative may issue in accordance with or in connection therewith and of any proper and reasonable measures which the Agency takes in the absence of specific instructions from OSH&FWS's representative.

## **6.9 Agency's Team**

- a. The Agency shall be responsible for the deployment, transportation, accommodation and other requirements of its resources required for the execution of the work and for all costs/charges in connection thereof.
- b. The Agency shall provide and deploy manpower at the site identified by OSH&FWS for carrying out the work.
- c. OSH&FWS's representative may at any time object to and require the Agency to remove forthwith any authorized representative or employee of the Agency or any person(s) deployed by Agency, if in the opinion of OSH&FWS's representative, the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by OSH&FWS's representative, the Agency shall forthwith remove and shall not again deploy

the person in question of the work site without the written consent of OSH&FWS's representative.

## **6.10 Statutory Requirements**

During the tenure of this Agreement nothing shall be done by the Agency in contravention of any law, act and/or rules/regulations there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep OSH&FWS indemnified in this regard.

## **6.11 Administration**

- a. Either party may appoint any individual as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
  - i. Exercise all of the powers and functions of his/her Party under this Agreement other than the power to amend this Agreement and ensure the proper administration and performance of the terms hereof and
  - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Agreement.
- b. The Agency shall be bound by all undertakings and representations made by the authorized representative of the Agency and any covenants stipulated hereunder with respect to this Agreement for and on their behalf.
- c. For the purpose of execution or performance of the obligations under this Agreement OSH&FWS's representative would act as an interface with the nominated representative of the Agency. The Agency shall comply with any instructions that are given by OSH&FWS's representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement and the RFP.
- d. A Committee comprising of representatives from OSH&FWS and the Agency shall meet on need basis to discuss any issues/bottlenecks being encountered. The Agency shall draw the minutes of these meetings and circulate to OSH&FWS.

## **6.12 Right of Monitoring, Inspection and Periodic Audit**

OSH&FWS reserves the right to inspect and monitor/assess the progress of the work at any time during the course of the Agreement. OSH&FWS may demand and upon such demand being made, OSH&FWS shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the Project.

## **6.13 OSH&FWS's Obligations**

### **a. Assistance and Exemptions**

OSH&FWS shall use its best efforts to ensure that the OSH&FWS shall:

- i. Coordinate with officials, and representatives of the Government to the extent as may be necessary or appropriate for the prompt and effective implementation of the Project.
- ii. Provide to the Agency and Personnel any such other assistance as may be specified in the Agreement.

### **b. Changes in the Applicable Law Related to Taxes and Duties**

If, after the date of this Agreement, there is any change in the Applicable Laws of India with respect to taxes and duties, whether direct or indirect, which are directly payable by the Agency, which increases or decreases the cost incurred by the Agency in performing the services, then the same shall be to the account of the Agency.

## 6.14 Risk Management

Agency shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Agency under this Agreement. Agency shall underwrite all the risk related to its personnel deputed under this Agreement as well as all hardware components, tools and any other belongings of the Agency or their personnel during the entire period of their engagement in connection with this Agreement and take all essential steps to reduce and mitigate the risk. OSH&FWS or GoO will have no liability on this account.

## 6.15 Ownership of Equipment

OSH&FWS / Health Department, GoO shall own the LEDs and related equipment supplied by the Agency in connection with this Agreement.

## 6.16 Indemnity

- a. The Agency shall execute and furnish to OSH&FWS a Deed of Indemnity in favour of OSH&FWS in a form and manner acceptable to OSH&FWS, indemnifying OSH&FWS from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of:
  - i. Any negligence or wrongful act or omission by the Agency or the Agency's Team in connection with or incidental to this Agreement; or
  - ii. A breach of any of the terms of Agency's Bid as agreed, the RFP and this Agreement by the Agency or the Agency's Team.
- b. The indemnity shall be to the extent of 100% in favour of OSH&FWS.

## 6.17 Confidentiality

- a. The Agency shall not use any Information including the name or the logo of Government of Odisha except for the purposes of executing the work as specified under this Agreement;
- b. The Agency may only disclose Information with the prior written consent of OSH&FWS.
- c. The Agency shall be liable to fully recompense OSH&FWS for any loss of revenue arising from breach of confidentiality. OSH&FWS reserves the right to adopt legal proceedings, civil or criminal, against the Agency in relation to a dispute arising out of breach of obligation by the Agency under this clause.
- d. The Agency shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the Agreement for any purpose except strictly for discharging it's obligation under the Agreement.

## 6.18 Term and Extension of the Agreement

- a. The term of this Agreement shall be for a period as indicated in the Agreement and Agreement shall come to an end on expiry of such period as per **section 6.6**
- b. OSH&FWS shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

## 6.19 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Agreement for the scope of the Agreement.

## 6.20 Suspension of Work

The Agency shall, if ordered in writing by OSH&FWS's representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Agency shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Agency. In case the suspension of works is not consequent to any default or failure on the part of the Agency and lasts for a period of more than 4 months, the Agency shall have the option to request OSH&FWS to terminate the Agreement with mutual consent.

## 6.21 Completion of work as per Agreement

Unless terminated earlier, the Agreement shall terminate on the completion of term as specified in the Agreement.

## 6.22 Payment Schedule

- a. The payment to the firm shall be on a **monthly basis** and shall be equal to the **monthly payment** as quoted in the Commercial Bid.
- b. Payments will be released by OSH&FWS / Concerned Govt. Health Facility only on satisfactory acceptance of the Inspection Certificate delivered against each milestone as specified in the schedule below.
- c. Additionally, all payments to be made to the Agency shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local); will be to the account of Agency.
- d. The Agency shall also bear all personal/income taxes levied or imposed on its personnel on account of payment received under this Agreement. Agency shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from the OSH&FWS for the work done under this Agreement.

## 6.23 Invoicing

- a. In respect of its remuneration, the Agency shall be eligible to receive in accordance with the Terms of Payments Schedule. Subject to the specific terms of each Service Level Agreement, the Agency submit its invoices in accordance with the following principles:
  - i. OSH&FWS shall be invoiced by the Agency for the supply and installation of LEDs and Warranty Services.
  - ii. The Agency shall raise an invoice as per the terms of payment as stated in the Payment Schedule as per the section 6.22.
  - iii. The invoice shall be submitted along with the necessary approval/sign-off/acceptance certification for the respective deliverables linked with the payment milestone, failing which the OSH&FWS reserves the right to reject the invoices.
  - iv. OSH&FWS shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Agency where OSH&FWS disputes such invoice or part of it provided that such dispute is bonafide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out

- in the RFP. Any exercise by OSH&FWS/GoO under this Section shall not entitle the Agency to delay or withhold provision of the supply of Goods and Warranty Services.
- v. Payment for invoices shall be made within 45 working days of the receipt of Invoice by OSH&FWS / Concerned Health Institution upon completion of the said activities as mentioned in the Agreement.

## **6.24 Deleted**

## **6.25 Events of Default by the Agency**

The failure on the part of the Agency to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an event of default on the part of the Agency. The events of default as mentioned above may include but not limited to inter alia the following also:

- a. The Agency has failed to perform any instructions or directives issued by OSH&FWS which it deems proper and necessary to execute the scope of work under the Agreement
- b. The Agency has failed to adhere to any of the key performance indicators as laid down in the Agreement. Agency has fallen short of matching such standards/targets as OSH&FWS may have or if the designated with respect to any task necessary for the execution of the scope of work under this Agreement. The above mentioned failure on the part of the Agency may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by OSH&FWS.
- c. The Agency has failed to remedy a failure to perform its obligations in accordance with the specifications issued by OSH&FWS despite being served with a default notice which laid down the specific deviance on the part of the Agency to comply with any stipulations or standards as laid down by OSH&FWS
- d. The Agency/Agency's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by OSH&FWS during the term of this Agreement and which OSH&FWS deems proper and necessary for the execution of the scope of work under this Agreement.
- e. The Agency has failed to demonstrate or sustain any representation or warranty made by it in this Agreement with respect to any of the terms of its Bid or the RFP and this Agreement.
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency.
- g. The Agency/Agency's Team has failed to comply with or is in breach or contravention of any applicable laws.
- h. Where there has been an occurrence of such defaults inter alia as stated above, OSH&FWS shall issue a notice of default to the Agency, setting out specific defaults/deviances/omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
- i. Where despite the issuance of a default notice to the Agency by OSH&FWS, the Agency fails to remedy the default to the satisfaction of the OSH&FWS, OSH&FWS may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to OSH&FWS.

## **6.26 Consequences in Event of Default**

- a. Where an Event of Default subsists or remains uncured beyond permissible or reasonable time, OSH&FWS shall be entitled to the following: for cases where permissible time is not

indicated in the Agreement, OSH&FWS will decide, at its discretion, the quantum of reasonable time to cure the default.

- i. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of the services and the Project which the Agency shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the Agency hereunder. The Agency shall in addition take all available steps to minimize loss resulting from such event of default.
- b. OSH&FWS may by a written notice of suspension to the Agency, suspend all payments to the Agency under the Agreement provided that such notice of suspension:
  - i. Shall specify the nature of the failure and
- c. Shall request the Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension from OSH&FWS to the Agency.
- d. OSH&FWS reserves the right to terminate the Agreement with 30 days' notice

## **6.27 Termination of the Agreement by Agency**

- a. OSH&FWS retain such amounts from the payment due and payable by OSH&FWS to the Agency of overall Agreement value for 1 year as may be required to offset any losses caused to OSH&FWS as a result of such event of default and the Agency shall compensate OSH&FWS for any such loss, damages or other costs, incurred by OSH&FWS in this regard. Nothing herein shall affect the continued obligation of the Agency to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.
- b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the deed of indemnity, recover such other costs/losses and other amounts from the Agency may have resulted from such default and pursue such other rights and/or remedies that may be available to OSH&FWS under law.

## **6.28 Termination**

### **a. By OSH&FWS:**

1. OSH&FWS may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (i) through (vii) of this **Section 6.25**. In such an occurrence OSH&FWS shall give a not less than thirty (30) days written notice of termination to the Agency, and sixty (60) days in case of the event referred to in (viii)
  - i. If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Section 6.20** hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as OSH&FWS may have subsequently approved in writing.
  - ii. If the Agency becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary. Conversely if OSH&FWS apprehends a similar event regarding the Agency, it can exercise the right of termination in the manner stated hereinabove.
  - iii. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. If the Agency, in the judgment of OSH&FWS, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
  - v. If the Agency submits to OSH&FWS a false statement which has a material effect on the rights, obligations or interests of OSH&FWS.

- vi. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to OSH&FWS.
  - vii. If the Agency fails to provide the quality services as envisaged under this Agreement. The Committee shall be constituted to monitor the progress of the services. This Committee shall make judgment regarding the poor quality of the services, the reasons for which shall be recorded in writing. The Committee may decide to give 15 days' time to the Agency to improve the quality of the services and Agency fails to improve the quality of services.
  - viii. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.
  - ix. If OSH&FWS, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
2. OSH&FWS reserves the right to terminate the Agreement in case Agency gets blacklisted by any other Ministry/Department of Government of India or State Governments during the course of the project or if Agency is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Agency.
  3. On termination of this Agreement for any reason, the SLAs shall automatically terminate forthwith except those that are specified to operate on termination of Agreement and OSH&FWS will decide the appropriate course of action.
  4. The termination provisions set out in this Agreement shall also apply to the SLAs.

**b. By the Agency:**

The Agency may terminate this Agreement, by not less than Ninety (90) days" written notice to OSH&FWS", in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause:

- i. If OSH&FWS fails to pay any money due to the Agency pursuant to this Agreement and not subject to dispute pursuant to this Agreement hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- ii. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- iii. If OSH&FWS fails to comply with any final decision reached as a result of arbitration pursuant to this Agreement.
- iv. If OSH&FWS is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by OSH&FWS of the Agency's notice specifying such breach.

**c. Cessation of Rights & Obligations:**

Upon termination of this Agreement hereof, or upon expiration of this Agreement hereof, all rights and obligations of the Parties hereunder shall cease, except:

- i. Such rights & obligations as may have accrued on the date of termination or expiration
- ii. The obligation of confidentiality set forth in the Agreement hereof
- iii. The Agency's obligation to permit inspection, copying and auditing of their accounts and records and any right which a Party may have under the Applicable Law.

**d. Cessation of Services:**

Upon termination of this Agreement by notice of either Party to the other pursuant to the Agreement hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the work to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Services by the Agency should continue at least for a period of 30 days unless OSH&FWS waives such period.

**e. Payment upon Termination:**

Upon termination of this Agreement pursuant to Section 6.28 (a) hereof, "OSH&FWS" shall make the following payments to the Agency:

i. If the Agreement is terminated pursuant to Section 6.28 (a) (viii, ix) or 6.28 (e), payment due pursuant to Payment Schedule hereof for services satisfactorily performed prior to the effective date of termination,

ii. If the Agreement is terminated pursuant to Section 6.28 (a) (i) to (vii), the Agency shall not be entitled to receive any payments upon termination of the Agreement. Under such circumstances, upon termination, OSH&FWS may also impose liquidated damages as per the provisions of this Agreement. The Agency will be required to pay any such liquidated damages OSH&FWS within 30 days of termination date.

**f. Disputes about Events of Termination:**

If either Party disputes whether an event specified in paragraphs (i) through (vii) of Section 6.28 (a) or in Section 6.278(e) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to 6.30 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **6.29 Consequences of Termination**

- a. In the event that OSH&FWS, or the Agency, terminates this Agreement then depending on the event of default, compensation will be decided in accordance with the Payment Schedule as per section 6.20 including other aspects such as cost of selection of alternate Agency, penalties, payments etc.
- b. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule as contained in Schedule I to the Agreement.

## **6.30 Penalty**

In the event, the Agency fails to meet the Project responsibilities as stipulated in the SLAs or any damages caused by Agency including its employees, contractors to OSH&FWS/GoO properties, personnel, data etc., the Agency shall be liable for penalty as per the RFP. OSH&FWS without prejudice to his other rights and remedies, to deduct from the Price as payable in terms of this Agreement, or receive as payment, at the discretion of OSH&FWS, the penalties that are imposed in terms of this Agreement.



### 6.31 Liquidated Damages

In the event, the Agency fails to meet the milestones provided as per the RFP, OSH&FWS shall without prejudice to his other rights and remedies, reserve the right to invoke liquidated damages as mentioned below :

If there will be delay in commissioning of the LED display units as per the timeline mentioned in **Clause 3.5** and the reason of the delay is not attributable to the service provider, then a liquidated damage of 0.5% of the contract value per each week of delay after the timeline shall be deducted subject to a maximum of 4% . Delay beyond this may lead to cancellation of contract.

### 6.32 Approvals

The Agency shall be responsible for obtaining approvals for any Statutory and Regulatory requirements (if any) from the authorities. Further, the Agency shall be responsible to get required documentation completed for obtaining such approvals. The Agency shall undertake to do all such acts and deeds as required to ensure that the approvals are obtained only with prior approval of department. OSH&FWS shall extend all reasonable assistance to the Agency in this regard.

### 6.33 Dispute Resolution

#### a. Amicable Settlement

Performance of the Agreement is governed by the terms and conditions of the Agreement. In case a dispute arises between the parties regarding any matter under the Agreement, either Party of the Agreement may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Section 6.33 (b) shall become applicable

#### b. Arbitration

- i. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to a sole Arbitrator to be mutually agreed by both the parties. In the event of disagreement between the parties the sole Arbitrator shall be appointed by GoO/OSH&FWS. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Bhubaneswar, India and the language shall be English only.
- ii. Subject to the above, the Courts at Bhubaneswar only shall have jurisdiction in this matter.

#### c. Adjudication by Regulator Authority or Commission

In the event of constitution of a statutory Regulatory authority or Commission appointed by GoO/OSH&FWS with powers to adjudicate upon disputes between OSH&FWS and the Agency, all Disputes arising after such constitution shall instead of reference to arbitration under Section 6.33 (b), be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of

doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

**d. Arbitration Decision**

The decision of the Arbitrator shall be final and binding upon both parties.

**e. Arbitration Expenses**

The expenses of the arbitrator as determined by the arbitrator shall be shared equally by OSH&FWS and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall state the reasons for the award.

- f. The provisions of Dispute Resolution clause shall survive termination.

### **6.34 Limitation of the Bidder's Liability towards OSH&FWS**

- a. Except in case of gross negligence or willful misconduct on the part of the Agency in carrying out the work, the Agency, with respect to damage caused by the Agency to OSH&FWS's property, shall not be liable to OSH&FWS:
  - i. for any indirect or consequential loss or damage;
  - ii. for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Agency may be liable to receive from any insurance maintained by the Agency to cover such a liability, whichever is higher
- b. This limitation of liability shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services.
- c. There shall be no limitation of liability in case of any damages for bodily injury g death) and damage to real property and tangible personal property.
- d. Neither this Agreement nor the SLAs grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement or the SLAs, as the case may be.
- e. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Thirty Six months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- f. OSH&FWS shall be entitled to claim the remedy of specific performance under this Agreement or the SLAs.

### **6.35 Conflict of Interest**

- a. The Agency shall hold OSH&FWS's interest paramount, without any consideration for future work and strictly avoid conflict with other assignment or its own corporate interest.
- b. The Agency should not be engaged in any such business (excluding any work assigned to them by OSH&FWS) which has conflict of interest with the Project for which the Bids are being submitted.
- c. Interest with one or more parties in this Bidding process. Participation by Bidder(s) with a conflict of interest situation would be examined by OSH&FWS and appropriate

decision would be taken which may also include disqualification of all Bids in which it is involved.

- d. OSH&FWS considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. The Agency may be considered to be in a conflict of interest with one or more parties in this Bidding process if, including but not limited to:
  - i. receive or have received any direct or indirect subsidy from any of them; or
  - ii. have common controlling shareholders; or
  - iii. have the same legal representative for purposes of this Bid; or
  - iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the OSH&FWS regarding this Bidding process; or OSH&FWS policy requires that a firm participating in a procurement process shall not have a conflict of interest. Any firm found to have a conflict of interest shall be ineligible for award of a Contract.
- e. A firm shall be considered to have a conflict of interest if:
  - i. such firm is providing consulting/monitoring services directly related to providing goods, works, or non-consulting services for the preparation or implementation of the Project to be Bid for. This provision does not apply to the various firms (consultants, contractors, or Agency) which together are performing the Contractor's obligations under a turnkey or design and built Contract; or
  - ii. such firm (including its personnel) has a close business or family relationship with a professional staff of OSH&FWS or;
  - iii. who are directly or indirectly involved in the preparation of the Bidding documents or specifications of the Agreement, and/or the Bid evaluation process of the Agreement.
- f. The Bidder participates in more than one Bid in this Bidding process. Participation by Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved; or
- g. if the Bidder get associated as Consultant/Advisor/Third party independent evaluating agency with any of the agencies taking part in the Bid process.

### **6.36 Governing Language**

The Agreement shall be written in English language. All correspondence and other documents pertaining to the Agreement that are exchanged by parties shall be written in English language only.

### **6.37 "No Claim" Certificate**

The Agency shall not be entitled to make any claim, whatsoever against OSH&FWS under or by virtue of or arising out of this Agreement, nor shall OSH&FWS entertain or consider any such claim, if made by the Agency after he shall have signed a "No claim" Certificate in favour of OSH&FWS in such forms as shall be required by OSH&FWS after the works are finally accepted.

## 6.38 Publicity

The Agency shall not make or permit to be made a public announcement or media release about any aspect of this Agreement unless OSH&FWS first gives the Agency its written consent.

## 6.39 Force Majeure

### a. Definition

- i. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

### ii. Force Majeure shall not include

- (1) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Contractors or agents or employees, nor
- (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out of its obligations hereunder.

### iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

- b. No Breach of Agreement: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### c. Measures to be taken

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as it is reasonably practical, and shall take all the reasonable measures to minimize the consequences of any event of Force Majeure
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible
- iii. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
- iv. During the period of an event of Force Majeure, the Agency, upon instructions by OSH&FWS, shall continue with the services to the extent possible, in which case the Agency shall continue to be paid under the terms of this Agreement.

- v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Section 6.33.

In the event the Force Majeure substantially prevents, hinders or delays the Agency performance of services necessary for the operation of OSH&FWS's critical business functions for a period in excess of 15 days, OSH&FWS may declare that an emergency exists. OSH&FWS will issue a notice to the Agency to resume normal services at all affected sites and for all operations within a period of seven days. In the event that the Agency is not able to resume services within the next 7 days, OSH&FWS may terminate the Agreement and/or obtain substitute performance from an alternate Agency and costs incurred by OSH&FWS in obtaining such services from alternate Agency shall be recovered by OSH&FWS from Agency. However, the event of force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively.

- i. **Prior to commencement of operations:** If the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of ten days, then OSH&FWS will grant a period of 7 days to the Agency to resume normal activities under this Agreement. In case the default continues, then OSH&FWS may discuss the issue with the Agency and revise the existing timelines for the Project. If the Agency does not complete the Project Implementation in accordance with the revised timelines, OSH&FWS will have the option to invoke the Performance Guarantee and/or terminate this Agreement.
  - ii. **Post commencement of operations:** If the event of Force Majeure occurs post commencement of operations and continues for a period in excess of five days, then OSH&FWS will grant a period of 7 days to the Agency to resume normal services under this Agreement. In case the default continues, OSH&FWS may grant an extension of time to the Agency for rectifying the situation. However, OSH&FWS will deduct for each day of the extension period a percentage proportionate to the number of days and the affected areas/s from the next payable amount as per Payment Schedule. If there is any further delay despite the extended period, OSH&FWS will have the option to invoke the Performance Guarantee and/or terminate the Agreement.
- d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.
  - e. Notwithstanding the terms of this Section, the failure on the part of the Agency under the Agreement any SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be an event of force Majeure.

## **6.40 General**

### **6.40.1 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between "OSH&FWS" and the "Agency". The Agency, subject to this Agreement, has complete charge of Personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

### **6.40.2 Sub-Contracting**

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the Agreement..

### **6.40.3 Governing Law**

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

#### **6.40.4 Jurisdiction of Courts**

The courts of India at Bhubaneswar will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

#### **6.40.5 Compliance with Laws**

Each Party to this Agreement and the SLAs accept that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all applicable laws and regulations.

#### **6.40.6 Notices**

- a. Any notice or other document, which may be given by either Party under this Agreement or under the SLAs, shall be given in writing in person or by Registered Post or by facsimile transmission.
- b. In relation to a notice given under this Agreement or the SLAs, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out in the RFP.
- c. Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated Company) when delivered (if delivered in person) if delivered between the hours of 10.00 A.M. and 5.00 P.M. at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- d. Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

#### **6.40.7 Modification**

Any modification of this Agreement shall be in writing and signed by an authorized representative of each Party.

#### **6.40.8 Ethics**

Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of OSH&FWS, or the Department or its nominated agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of OSH&FWS's standard policies and may result in cancellation of this Agreement.

#### **6.40.9 Exit Management**

- a. The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the Agency. The exit management period ends on the date agreed upon by the parties (OSH&FWS & Agency) or Six months after the beginning of the exit management period, whichever is earlier.
- b. OSH&FWS shall be entitled to serve notice in writing on the Agency at any time during the exit management period as detailed hereinabove requiring the Agency to provide OSH&FWS with a complete and up to date list of the Assets.

- c. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Agency, the Agency shall ensure that all such liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such liabilities shall be furnished to OSH&FWS.
- d. In case of termination, OSH&FWS shall pay to the Agency on the last day of the exit management period such sum representing the Net Block (procurement price less) of the Assets to be transferred as stated in the Terms of Payment Schedule.
- e. Before the expiry of the exit management period, all Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the Agreement period;
- f. Before the expiry of the exit management period, the Agency delivers relevant records and reports pertaining to the Project and/or all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date;
- g. Before the expiry of the exit management period, the Agency returns all the records stored to OSH&FWS or its nominee;
- h. On request by OSH&FWS or any third party appointed by OSH&FWS, the Agency shall effect such assignments, transfers, licenses and sub-licenses related to any hardware or software Contract between Agency and any third party, in favour of OSH&FWS or any third party appointed by OSH&FWS if it is required by OSH&FWS or any third party appointed by OSH&FWS and is reasonably necessary for the continuation of services by OSH&FWS or any third party appointed by OSH&FWS; and
- i. The Agency complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the Agency in the supply free from all Encumbrances absolutely and free of any charge or tax to OSH&FWS or its nominee.
- j. On request by OSH&FWS, the Agency shall effect such assignments, transfers, licenses and sub- licenses as OSH&FWS may require in favor of OSH&FWS, or its Replacement Agency in relation to any equipment, maintenance or warranty service provision contract between Agency and third party lessors, Agencies, and which are related to the warranty services and reasonably necessary for the carrying out of replacement of goods and warranty services by OSH&FWS or its Replacement Agency.

# **SECTION - VII**

## **FORMATS FOR RESPONSE TO RFP**

### **TECHNICAL PROPOSAL**

**(Information as per the prescribed formats to be furnished in  
Technical Bid Envelop)**



**Format T1**  
**Proposal Covering Letter**

To

The Mission Director,  
National Health Mission, Odisha  
Mission Directorate, Odisha State Health & Family Welfare Society (OSH&FWS),  
Unit-8, Annex Building of SIH&FW, Nayapalli,  
Bhubaneswar – 751 012  
Tel:0674-2392479/80/88, E-mail : proc.nhmodisha@gmail.com,  
Website: www.nhmodisha.gov.in

Ref.: Request for Proposal (RFP) : Qualification Bid for Selection of Agency for Supply and installation of LED outdoor Display Boards in Government Health Institutions

Dear Sir / Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and Installation of outdoor LED Display Boards inclusive of 36 months comprehensive warranty as required and out lined in the RFP for Selection of Agency for Supply and Installation of LED outdoor Display Boards at various Govt. health institutions.

We attach hereto the qualification response as required by the RFP, which constitutes our proposal.

We undertake that, if our proposal is accepted, we shall adhere to the scope of work (Supply and installation of 12 LEDs and warranty for a period of 3 years from the date of successful installation of LEDs) or such adjusted plan as may subsequently be mutually agreed between us and the OSH&FWS or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Guarantee in the format given in the RFP issued by a Scheduled Bank in India, acceptable to the OSH&FWS, for a sum equivalent to 10% of the total price as quoted in our commercial proposal for the due performance of the Agreement.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP and also agree to abide by this RFP response for a period of six months from the date fixed for Bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal Agreement is prepared and executed, this RFP response, together with your written acceptance thereof in your notification of award, shall constitute a binding Agreement between us and the OSH&FWS.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the OSH&FWS is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the OSH&FWS as to any material fact.

We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the RFP response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our Corporation/Company/ Firm/Organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2018**

(Signature)

(In the capacity of \_\_\_\_\_ ) Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Company

#### **CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am \_\_\_\_\_ of the \_\_\_\_\_ and that Mr. \_\_\_\_\_ who signed the above Bid is authorized to bind the company by authority of its governing body.

Date

(Seal here)

**Format T2**  
**General Information about the Bidder**

<b>Details of the Bidder/ Prime Bidder (Company)</b>				
1.	Name of the Bidder/Prime Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/Pvt. Ltd)			
4.	Details of Incorporation of the Company (furnish the photocopy of incorporation)		Date:	
			Ref.#	
5.	Details of Commencement of Business		Date:	
			Ref.#	
6.	GST Registration No. (furnish the photocopy of the GST registration)			
7.	Permanent Account Number(PAN) (furnish the photocopy of PAN)			
8.	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
9.	Telephone No.(with STD Code)			
10.	E-Mail Id in which official correspondence shall be made			
11.	Fax No.(with STD Code)			
12.	Website			
13.	Financial Details (as per audited Balance Sheets) (in Rs. Crores)			
14.	Year	2014-2015	2015-2016	2016-2017
15.	Turn Over			
<b>In case of Consortium : Details of the members of the Consortium (Please attach Consortium Agreement)</b>				
16.	Name of the Bidder (member of Consortium)			
17.	Address of the Bidder			
18.	Status of the Company (Public Ltd./Pvt. Ltd)			

19.	Details of Incorporation of the Company (furnish the photocopy of incorporation)		Date:	
			Ref.#	
20.	Details of Commencement of Business		Date:	
			Ref.#	
21.	GST Registration No. (furnish the photocopy of the GST registration)			
22.	Permanent Account Number(PAN) (furnish the photocopy of PAN)			
23.	Name & Designation of the Contact Person			
24.	Telephone No.(with STD Code)			
25.	E-Mail of the Contact Person:			
26.	Fax No.(with STD Code)			
27.	Website			
28.	Financial Details(as per audited Balance Sheets) (in Rs.Cr)			
29.	Year	2014-2015	2015-2016	2016-2017
30.	Turn Over			

**Format - T3**  
**Qualification Check List**

Sl. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
1.	The Bidder (Prime Bidder and all members in case of a Consortium) should be registered under Companies Act, 1956 in India and should have been in operation for a period of at least 3 years in India.	<ul style="list-style-type: none"> <li>• Certificate of Incorporation.</li> <li>• Certificate of Commencement of Business issued by the Registrar of Companies.</li> <li>• Memorandum and Articles of Association.</li> <li>• Annual Reports for the last 3 years.</li> </ul>		
2.	<p>In case of a Consortium Bid, the Prime Bidder would need to submit a duly notarized Agreement with the other members of Consortium for the Contract clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and sub-clauses) and their relationship. The Agreement should be prepared on a Non Judicial stamp paper of requisite value.</p> <p>The Agreement concluded by the Prime Bidder and Consortium members should also be addressed to the OSH&amp;FWS clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the Contract period.</p>	Consortium Agreement on a Non Judicial stamp paper duly notarized. (as per <b>Annexure -I</b> )		
3.	The Authorized Signatory signing the Bid on behalf of the Bidder (Prime Bidder in case of a Consortium) should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid and the Contract/Agreement on their behalf.	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with Resolution number and date.		

Sl. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
4.	The Bidder (Prime Bidder in case of a Consortium) should be an established Original Equipment Manufacturer (OEM) of LED Display Board/ Screen or OEM's authorized Dealer / Supplier in India and should have been in this business for a period exceeding three years as on Proposal Due Date	In case of Authorized Dealer / supplier, authorization certificate of respective OEM of LED Display to be proposed for this Tender. (As per <b>Format T8</b> )		
5.	The Bidder should have an average annual turnover of at least INR 2 crores during the last three financial years (i.e. 2014-2015, 2015-2016, 2016-2017)	Audited Profit and Loss Statement and Balance sheets. (provisional balance sheet shall not be accepted) (As per <b>Format T5</b> )		
6.	The OEMs should certify that they have support mechanism in India, either directly through their support office in India or through their authorized channel partners/dealers in India.	Undertaking from the authorized signatory of the OEM.		
7.	<p>The Bidder should have successfully supplied and installed at least 10 outdoor LED Display Boards/ Screen in India for a minimum aggregate value of INR 2 crores in the last 3 financial years (i.e. 2015-2016, 2016-2017, 2017-2018).</p> <p>In case of Consortium, the Prime Bidder, should have successfully supplied and installed at least 6 outdoor LED Display Boards / Screen in India for a minimum aggregate value of INR 1 crore in the last 3 financial years (i.e. 2015-2016, 2016-2017, 2017-2018) and rest installation by the consortium member so that the cumulative installations shall be 10 or more last 3 financial years (i.e. 2015-2016, 2016-2017, 2017-2018)</p>	<p>Copy of Work orders and Certificate of completion or successful implementation by the client with mention of project value OR self-Certificate attested by the client regarding successful completion of the project and documentary proof for the stated Project value attested by the client.</p> <p>(As per <b>Format T6</b>)</p>		

Sl. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
8.	As on date of submission of the proposal, the Bidder (All members of Consortium) shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/ Department of Government of India/ State Governments.	Certificate from the Authorized Signatory to the effect that the Bidder is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments. (As per <b>Format T9</b> )		
9.	Para-wise compliance to technical specification	(As per <b>Format T8</b> )		
9.	The Bidder (Prime Bidder in case of Consortium) must have valid professional certifications such as ISO 9001:2008 / ISO 14001.	Copy of valid certificates		
10.	The Bidder (all members in case of consortium) should be have a valid GST registration certificate and Permanent Account Number (PAN) issued by Income Tax Department.	Copy of each Certificate of the Bidder.		
11.	The Bidder should have submitted EMD and Bid Processing fees of amount as mentioned in the RFP	DD/ Banker's Cheque / Bank Guarantee (BG)		
12.	Photographs, Leaflets, Brochures & CD / DVD of Outdoor LED Display Boards.	To be attached with the Technical Bid		

## **Format- T4**

### **Format for Submission of Qualification Bids**

#### **Instructions:**

- Please provide details of compliance with qualification criteria in the formats provided below only. Please note that provision of information in incorrect formats may lead to disqualification
- Please provide requisite documentary proof (as defined in the RFP) for all information provided. Please note that non-submission of documentary proof may lead to disqualification.

#### **A. Operational Requirements**

<b>Bidder Name:</b>	
Incorporated as _____ in year _____ at _____.	
Registration Number	
<b>Please provide Certificate of Incorporation:</b>	
<b>Please provide Certificate of Commencement of Business issued by the Registrar of Companies:</b>	
<b>Copy of Memorandum and Articles of Association:</b>	

#### **B. Consortium Agreement (As per Point 2 of Section II)**

In case of a Consortium, the Prime Bidder would need to submit an Agreement with the other Consortium members for the Contract clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and sub-clauses) and their relationship. **The Agreement should be prepared on a stamp paper of requisite value duly notarized** as per the format given in **Annexure - I**.

#### **Kindly Note:**

The Consortium Agreement concluded by the Prime Bidder and Consortium members should also be addressed to the OSH&FWS clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the Contract period.



### **Format T5**

Annual Turnover of the Bidder (As per Point 5 of Section II)

#### **ANNUAL AVERAGE TURN OVER STATEMENT**

*(To be furnished in the **letter head** of the Chartered Accountant)*

The Annual Turnover of M/s\_\_\_\_\_ for the last 3 financial years are given below and certified that the statement is true and correct.

<b>Sl.</b>	<b>Financial Year</b>	<b>Turnover in Crores (Rs.)</b>
1	2014-15	
2	2015-16	
3	2016-17	
<b>Average Annual Turnover in Crores (Rs.)</b>		

Date:

Signature of Chartered Accountant

Place:

(Name in Capital)

Seal

**Membership No.**

#### ***Note:***

- 1) *To be issued in the **letter head** of the Chartered Accountant with membership No.*
- 2) Also attach photocopies of the **audited P/L account** of **each year highlighting** the **turnover** in support of that.

## **Format T6**

### **Format for Past Experience in executing LED Display Units**

**Please provide separate Sheet for each project executed** as per the Qualification criteria in the format provided below as per point 7 of Section II. **The relevant documentary proofs for each project need to be attached just below the details of the project in this format.** Documentary proofs provided elsewhere (not below the details of the past experience format) may not be considered by the OSH&FWS for evaluation.

Project Title:			
<b>(Attach separate sheet for each Project)</b>			
Country		Address	
Name of Client			
Type of Client (Govt./ PSU/ Others)		Order Value of the Project / Revenue generated (in Rs. Lacs)	
		Revenue generated (in Rs. Lacs) year-wise (please state the year and the revenue generated)	
		No. LED Installations :	
		Size of LED installation :	
Duration of the assignment   Location of the assignment		Start Date (Month & Year):	Date
		Date of successful implementation / completion (month/year):	
		End Date (month/ year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		
	Email Id		
Brief Description of Project:			

Documentary Proof required (to be attached for each project executed):

- Copy of Work order for each project executed
- Certificate of successful operation by the client OR self-certificate attested by the client.

## **Format T7**

### **ORIGINAL EQUIPMENT MANUFACTURER (OEM'S) AUTHORISATION FORMAT**

To

The Mission Director,  
National Health Mission, Odisha  
Mission Directorate, Odisha State Health & Family Welfare Society (OSH&FWS),  
Unit-8, Annex Building of SIH&FW, Nayapalli,  
Bhubaneswar – 751 012

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir / Madam,

We, \_\_\_\_\_ are the manufacturers of \_\_\_\_\_  
(name of equipment(s) and have the manufacturing factory at \_\_\_\_\_

1. Messrs \_\_\_\_\_ (name and address of the agent) is our authorized dealer / distributor for sale and service of \_\_\_\_\_ (name of equipment(s))
2. We confirm that **Messrs**\_\_\_\_\_ (name of the above distributor) is authorized to submit a tender and enter into a contract with you for the above goods manufactured by us.
3. We also extend our full warranty (3 years comprehensive warranty) and also full back-up support for 3 years AMC / CMC after warranty.
4. We undertake that we have adequate infrastructure and spare part support to carry out the warranty and AMC/CMC services. and do accept to provide LED uptime guarantee of 95% as per the requirement of the tender.

Yours faithfully,

\_\_\_\_\_  
(Signature with date, name and designation)

For and on behalf of Messrs \_\_\_\_\_  
(Name & address of the manufacturers)

Seal

Note :

1. This letter should be on the **letterhead** of the **manufacturer** and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter shall be attached to the technical bid

**Format T8**  
**(Compliance to Technical Specification)**

**Make :**

**Model No. :**

**Size of LCD :**

Sl.	Pl. mention the parameters of the technical specification of the tender <u>serially</u> as mentioned in technical specification (Clause 3.2 of RFP)	Bidder's Para wise compliance to the technical specification	**Page no. of the Catalogue / Leaflet where Para-wise compliance information as per technical specification is available

**(use additional sheets if space provided is not sufficient)**

\* Leaflets/Technical Brochures/ of the product offered must be attached in support of the information provided above.

\*\* It is mandatory to mention the page no(s) in the format as mentioned above

Signature of the Bidder

Name :

Date :

Seal

**Format T9**  
**Declaration Regarding Clean Track Record**

[Date]

To

The Mission Director,  
National Health Mission, Odisha  
Mission Directorate, Odisha State Health & Family Welfare Society (OSH&FWS),  
Unit-8, Annex Building of SIH&FW, Nayapalli,  
Bhubaneswar – 751

Sir / Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document No. \_\_\_\_\_ regarding **Selection of Agency for Supply and Installation of LED outdoor Display Boards in Govt. Health Institutions**. I hereby declare that my Company has not been debarred / black listed by any Ministry / Department of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name & Designation

Seal:

Business Address:

# **FORMATS FOR RESPONSE TO RFP**

## **FINANCIAL PROPOSAL**

**(Information as per the prescribed formats to be furnished in  
Price Bid Envelop)**

**Format F1**  
**Price Bid Letter**

To

The Mission Director,  
National Health Mission, Odisha  
Mission Directorate, Odisha State Health & Family Welfare Society (OSH&FWS),  
Unit-8, Annex Building of SIH&FW, Nayapalli,  
Bhubaneswar – 751 012  
Tel:0674-2392479/80/88, email : proc.nhmodisha@gmail.com,  
Website: www.nhmodisha.gov.in

Sub. : Request for Proposal (RFP) : Qualification Bid for Selection of Agency for Supply and installation of LED outdoor Display Boards in Government Health Institutions

Reference: RFP No: <**RFP REFERENCE NUMBER**> Dated <**DD/MM/YYYY**>

Dear Sir / Madam,

We, the undersigned Bidder, having read and examined in detail the entire RFP in respect of **Selection of Agency for Supply and Installation of 12 Outdoor LED Display Boards** at various Govt. health institutions do hereby propose to supply and install the aforesaid 12 LEDs including 3 years comprehensive warranty as per the Commercial Offer fixed at Unit Price of LED Boards of INR \_\_\_\_\_ [ Insert Per Unit monthly Cost of LED in words and figures] per month including applicable Goods and Services Tax at the designated locations/sites specified in the RFP number <**RFP REFERENCE NUMBER**> Dated <**DD/MM/YYYY**>.

- All the prices mentioned in the RFP are in accordance with the terms as specified in the RFP. All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from date of opening of the RFP.
- We hereby confirm that our price of 12 LEDs are inclusive of 36 months comprehensive warranty as detailed in the RFPs and includes all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax payable under the law, we shall pay the same. We further confirm that the prices stated in our Bid are in accordance with your Instruction to Bidders included in RFP. We confirm to execute the complete order quantity in case the project is awarded to us. We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our RFP, we agree to furnish the same in time to your satisfaction.
- We declare that our Bid Price is for the entire scope of the work as specified in the RFP.
- These prices are indicated in Format F2 attached as part of the RFP.

- We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee in the form prescribed in Annexure - III.
- We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a proposal you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name :

Designation :

Seal

Date:

Business Address:



**Format F2**  
**Price Format**

S.No	Particulars	Monthly Price (for <u>one LED Display</u> ) in figure (INR)	Monthly Price (for <u>one LED Display</u> )in words (INR)
1	*Supply, Installation, Testing, Commissioning & Maintenance of <b><u>one LED Display Board</u></b> including warranty & maintenance for 03 years as per scope of work given in the RFP.		
2	i) GST (as applicable) in figure & words		
	ii) GST (in %) : _____		
<b>Total Monthly Cost per <u>One LED Display Board</u> (1 +2)</b>			

\* The supply, installation , commissioning includes all cost related civil construction work required for installation of LEDs, Mounting of Structures, Electrical Earthing, Plumbing and entire site readiness, Software to run the Content and end to end Digital Media Solution.

(Signature of the Bidder)  
Name :  
Designation :

Seal

Date:

Business Address:

## **SECTION - VIII**

### **ANNEXURES**

## **Format for Consortium Agreement**

(On stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

THIS Consortium Agreement executed on this ..... day of..... Two Thousand

..... By:

M/s. .... a Company incorporated under the laws of

..... and having its registered office at ..... (hereinafter called the "Prime Bidder/Lead Member" which expression shall include its successors); and

M/s. .... a Company incorporated under the laws

of..... and having its registered office at..... (hereinafter called the "Second Member" which expression shall include its successors)

The Prime Bidder/Lead Member, the Second Member shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as "Proposal") to Odisha State Health & Family Welfare Society (hereinafter called "OSH&FWS") in response to OSH&FWS's Request for Proposal Document (hereinafter called as "RFP" Document) Dated..... to select a Bidder for Supply and installation of outdoor LEDs in Govt. Health Institutions .

AND WHEREAS **Section 5.1** of this RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the RFP document may submit a proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations there under to OSH&FWS. A duly signed Consortium Agreement shall be attached to the Proposal.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises all the Parties to this Consortium Agreement do hereby agree as follows:

1. M/s..... shall act as Lead Member for and on behalf of Consortium Members. The said Consortium Members further declare and confirm that we shall jointly and severally be bound and shall be fully responsible unto OSH&FWS for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium as Agency.

2. That M/s..... which is the Lead Member of the Consortium shall invest and continue to invest in at least  $[(100/n) + 1]\%$  Interest in the Consortium for the Lock In Period as specified in the RFP document. (where n is number of members in the Consortium including Prime Bidder).
3. In case of any breach of the stipulations of the RFP Document by the Prime Bidder, Consortium Members along with the Prime Bidder do hereby agree to be fully responsible to carry out all the obligations and responsibilities under the RFP and resulting Agreement(s).
4. If OSH&FWS suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection as Agency pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to OSH&FWS on its demand without any demur or contest. It shall not be necessary or obligatory for OSH&FWS to proceed against the Prime Bidder before proceeding against or dealing with the other Member(s).
5. The financial liability of the Consortium Members to the OSH&FWS, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to OSH&FWS.
7. It is expressly agreed by the Members that the sharing of responsibilities and obligations amongst the Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the OSH&FWS. It is clearly understood that the Prime Bidder shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its / their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
8. It is also understood by all Consortium Members that the RFP Document stipulates various obligations as well as terms and conditions related to the Transaction during Proposal stage or thereafter during the subsistence of the RFP documents i.e. the Agreements.
9. This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Bhubaneswar shall have the exclusive jurisdiction in all matters arising there under.

If an invitation is issued by OSH&FWS for becoming Agency, we the Consortium Members do hereby agree that we shall be jointly and severally responsible for furnishing the Bank Security. It is also hereby agreed that Lead Member shall, on behalf of the Consortium submit the Bid Security in the form of Bank Guarantee/DD/Banker's Cheque drawn in favor of Mission Director, National Health Mission payable at Bhubaneswar (hereinafter called as "Bid Security") from a

Nationalized/Scheduled Commercial Bank for the value and in the currency as specified by OSH&FWS.

10. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by OSH&FWS. It shall be effective from the date first mentioned above for all purposes and intents.
11. The responsibilities of all the members of the Consortium for this Project would be as stated in the table below:

Member of Consortium	Responsibilities
Prime Bidder/Lead Member	
Second Member	

IN WITNESS WHEREOF, the Members to the Consortium Agreement have through their authorized representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

1. Common Seal of.....  has been affixed in my/our presence pursuant	For and on behalf of <b>Lead Member</b> M/s..... (Signature of authorized representative)
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WITNESS

1.....

(Signature)

Name.....

Designation.....

2.....

(Signature)

Name.....

Designation.....

<p>2. Common Seal of.....</p> <p>has been affixed in my/our presence pursuant to the Board of Director's resolution dated.....</p>	<p>For and on behalf of <b>Second Member</b></p> <p>M/s.....</p> <p>(Signature of authorized representative)</p>
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#### WITNESS

1.....

(Signature)

Name.....

Designation.....

2.....

(Signature)

Name.....

Designation.....

**BANK GUARANTEE FORM FOR BID SECURITY / EMD**

To  
The Mission Director,  
National Health Mission, Odisha  
Mission Directorate, Odisha State Health & Family Welfare Society (OSH&FWS),  
Unit-8, Annex Building of SIH&FW, Nayapalli,  
Bhubaneswar – 751 012

WHEREAS \_\_\_\_\_ (Name and address of the service provider) (Hereinafter called “the service provider”) has undertaken, in pursuance of Tender / Contract / Bid Reference no \_\_\_\_\_ dated \_\_\_\_\_ (herein after called “the contract”) to provide The Mission Directorate, National Health Mission - Odisha with supply, installation & commissioning of Supply and installation of LED outdoor Display Boards in Government Health Institutions.

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the service provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total amount of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits 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.

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

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the service provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

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

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Service provider(s).

We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Mission Directorate, National Health Mission - Odisha.

This Guarantee will remain in force up to **31<sup>st</sup> January 2019** unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer .....

Seal, name & address of the Bank and address of the Branch



**BANK GUARANTEE FORM  
(for Performance Security)**

To

The Mission Director,  
National Health Mission, Odisha  
Mission Directorate, Odisha State Health & Family Welfare Society (OSH&FWS),  
Unit-8, Annex Building of SIH&FW, Nayapalli,  
Bhubaneswar – 751 012

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called “ Supplier” has undertaken, in pursuance of contract No..... dated ..... (hereinafter “the contract”) to supply, installation & commissioning of \_\_\_\_\_ (description of Items )

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

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the Supplier;

NOW 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 limits 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.

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

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

This guarantee shall be valid up to 90 days after the date of completion of the contractual obligations including warranty period, i.e. up to ..... (indicate date)

.....  
(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch