

**Hindustan Latex Family Planning Promotion Trust**  
**B-14 A, 2<sup>nd</sup> Floor, Sector-62,**  
**Gautam Buddha Nagar, Noida-201307, Uttar Pradesh**

RFP Ref. No. HLPPT/CSR/GAIL GAS/2026-27

Date: 22<sup>nd</sup> April 2026

**Request For Proposal (RFP) for Providing of Medical Equipments & Non-Medical Items at CHC Nimapara, Dist- Puri, Odisha under GAIL Gas Limited Project**

**Disclaimer:**

This Request for Proposal (RFP) document contains statements derived from information believed to be true and reliable as of the date of acquisition. The RFP document does not constitute a recommendation, offer, or invitation to enter into a contract, agreement, or any other arrangement regarding the services. The provision of the services is subject to adherence to the selection process and the agreement upon appropriate documentation between **Hindustan Latex Family Planning Promotion Trust [HLPPT]** (hereinafter referred to as "Procuring Entity") and any successful Bidder (hereinafter referred to as "Bidder"), as identified by Procuring entity following the completion of the selection process outlined in this document. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Procuring entity and the Bidder. The purpose of this RFP is to furnish the Bidder(s) with information to aid in the formulation of their Bids. This RFP does not assert to contain all the information that each bidder may require. Procuring entity makes no representation, warranty, and assumes no liability under any law, statute, rules, or regulations for the accuracy, reliability, or completeness of this RFP. Procuring entity may, at its absolute discretion and without any obligation to do so, update, amend, or supplement the information in this RFP.

Procuring Entity will not be responsible for any delay in receiving the bids. The issue of this RFP does not imply that Procuring entity is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the services and Procuring entity reserves the right to accept/reject any or all of Bids submitted in response to RFP document at any stage without assigning any reasons whatsoever. Procuring Entity also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted bids.

Procuring Entity reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website (<https://www.hlppt.org/RFP>) only.

**Activity Schedule**

Sl. No.	Event/Activity	Details
1	RFP Ref. with date	RFP Ref. No. <b>HLPPT/CSR/GAIL GAS/2025-26</b> Dated: - 22 <sup>nd</sup> April 2026
2	RFP Release Date	22 <sup>nd</sup> April 2026
3.	Submission of Pre-bid queries and participants detail for pre-bid meeting	All queries related to this RFP to be sent on 27 <sup>th</sup> April 2026 <a href="mailto:info@hlppt.org">info@hlppt.org</a>
4	Pre-bid meeting (maximum two representative from each bidder)	30 <sup>th</sup> April 2026 at 4:00 PM at address given below in row 5
5	Address for communication/submission, Pre-Bid Meeting/opening of Bids	<b>HLPPT</b> <b>Procurement &amp; Commercial Division,</b> <b>B-14 A, 2<sup>nd</sup> Floor, Noida Sector-62</b> <b>Gautam Buddha Nagar-201309, Uttar Pradesh</b>

6	Sending responses to the clarifications	04 <sup>th</sup> May 2026
7	Mode of Submission	<p>Agency to submit Bid in two bid system i.e. duly mentioned on envelopes:</p> <p style="text-align: center;"><b><u>Technical Bid for purchase and supply of Medical Equipments &amp; Non Medical items at CHC Nimapara, Dist-Puri, Odisha under GAIL Gas Limited Project.</u></b></p> <p style="text-align: center;"><b>AND</b></p> <p style="text-align: center;"><b><u>Financial Bid for purchase and supply for purchase and supply of Medical Equipments &amp; Non Medical items at CHC Nimapara, Dist-Puri, Odisha under GAIL Gas Limited Project.</u></b></p> <p>The above two envelope to be kept in another envelope and shall require to be submitted at address given above (row no.5)</p>
8	Last Date & Time for submission of Bids	05 <sup>th</sup> May 2026 by 06:30 PM

- Any change to the Activity Schedule will be notified through website (<https://www.hlfppt.org/RFP>) only
- In case the date of an event like last date for submission of bids, opening of bids etc. are declared as holiday in Noida, the respective date shall be treated as postponed to the next working day.
- Procuring Entity reserves the right to accept or reject any or all Bids or change the terms and conditions of RFP or cancel the RFP without assigning any reasons at any stage and time.
- No contractual obligation whatsoever shall arise from the RFP document/process unless and until a formal contract is signed and executed between Procuring Entity and the selected bidder.
- Procuring Entity disclaims any factual or other errors in the RFP document (the onus is purely on each Bidders to verify such information) and the information provided therein are intended only to help the Bidders to prepare a bid in accordance with the terms and conditions as set out in this RFP document/process.
- Bidder's representatives should bring their company I-cards for Pre-Bid Meeting and any other meeting connected with this RFP. Only a maximum of two authorized representatives from each bidder will be allowed to attend Pre-bid meeting and tender opening event and the authorized representative must attend the pre-bid meeting without fail.
- **Clarifications of RFP Document**
  - A prospective bidder requiring any clarification regarding terms & conditions, scope of work etc. given in the RFP documents may submit written request for clarifications on email [info@hlfppt.org](mailto:info@hlfppt.org) as per above schedule.
  - All the Bidders will be notified of response to clarifications only through the website (<https://www.hlfppt.org/RFP>). Any Bidder who has downloaded the RFP document should watch for clarifications, if any, issued on the website. Procuring Entity will not issue separate communication to them.
  - The Procuring Entity shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on the website (<https://www.hlfppt.org/RFP>).

- **Pre-bid meeting**

- In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the RFP document, a pre-bid meeting is being scheduled to be held in the office of Procuring Entity as per details given hereunder:

<b>Date &amp; Time:</b>	30 <sup>th</sup> April 2026, Tuesday at 04:00 PM
<b>Venue:</b>	HLFPPT B-14A, 2 <sup>nd</sup> Floor, Sector-62 Gautam Buddha Nagar, Noida- 201309, Uttar Pradesh
<b>Contact Details:</b>	T: +0120-4673600

- The pre-bid queries should be submitted in the format specified below to be considered for response:

SN	Page No	Section in RFP	Point number within section	Text provided in RFP	Clarification sought with justification, if any

- During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request as specified above.
- Bidder's representatives should bring their company I-cards for Pre-Bid Meeting and any other meeting connected with this RFP. Only a maximum of two authorized representatives from each bidder will be allowed to attend Pre-bid meeting and tender opening event and the authorized representative must attend the pre-bid meeting without fail.

- **Amendments to RFP Document**

- At any time prior to the deadline for submission of Bids, the Procuring Entity may, for any reason deemed fit by it, modify the RFP by issuing suitable amendment(s) to it.
- To afford the bidders a reasonable time for taking the amendments into account, or for any other reason, the Procuring Entity may at its discretion extend the Bid submission date.

## INVITATION FOR REQUEST FOR PROPOSAL

### 1. Introduction

HLFPPT (Hindustan Latex Family Planning Promotion Trust) invites Bids in two bid system from qualified and experienced agencies, supplier, Partner to supply, installation, demonstration of Equipment of Listed of Medical and Non - Medical items at CHC Nimapara, Dist-Puri, Odisha under GAIL Gas Limited Project.

Hindustan Latex Family Planning Promotion Trust (HLFPPT) propose to supply, installation, demonstration of Listed of Medical and Non - Medical items at CHC Nimapara, Dist-Puri, Odisha under GAIL Gas Limited Project.

## 2. Objective

The primary objective of this Request for Proposal (RFP) is to invite proposals from vendors who can supply, installation, demonstration of Listed of Medical and Non - Medical items at CHC Nimapara, Dist-Puri, Odisha under GAIL Gas Limited Project.

## 3. Bid Process:

- **Eligible Bidders:**
  - The Bidder may be an individual entity or a consortium of entities experienced agencies, supplier, Partner, agent provided that all members of the consortium are registered legal entities. Each participating entity must possess a valid PAN, GST registration, and any other registrations required under applicable laws. Copies of these documents must be submitted as part of the bid bidder to provided details as per “**Annexure A**”
- **Number of Bids:**
  - No Bidder shall submit more than one Bid under the RFP. A Bidder bidding shall not be entitled to submit another Bid either individually or as a member of any Bidder.
- **Right to reject any or all Bids:**
  - Notwithstanding anything contained in this RFP, the Procuring Entity reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - HLPPT reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.
  - Without prejudice to the generality of above, the Procuring Entity reserves the right to reject any Bid if:
    - at any time, a material misrepresentation is made or discovered, or
    - The Bidder does not provide, within the time specified by the Procurement Entity, the supplemental information sought by the Procuring Entity for evaluation of the Bid.
  - Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Procuring Entity reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Procurement Entity, including annulment of the Selection Process.

### 3. Bid Preparation & Submission:

The bidder is required to submit their offer in a two-bid system, consisting of a Techno-commercial bid and a financial bid, as outlined below:

#### 3.1. Techno-commercial Bid (Technical Bid)

The "Technical Bid" must include **\*only\*** technical and compliance-related documents, without any Reference to pricing. The following documents should be submitted duly signed and stamped:

RFP	All pages to be signed and stamped by the authorized signatory, acknowledging acceptance of terms and conditions.
Technical Bid	Bidder Experience Document as per <b>"Annexure B" and Documents required as per Technical Eligibility criteria as mentioned in the RFP document.</b>
Undertaking	Declaration on company letter head affirming that the bidder has not been blacklisted by any government entity/agency/PSU/NGO/Organization as per <b>"Annexure F"</b> . A declaration from bidder to be printed on company Letter Head as per <b>"Annexure G"</b> along with RFP document stating that the rates quoted by bidder are valid and binding upon us for the entire <b>period</b> of Contract without which tender is liable to reject.
Authorization	An authorization letter on company letter Head in favor of the officer authorized to sign the tender document on behalf of the bidder as per <b>"Annexure E"</b> .

**Note: Under no circumstances should price details be included or implied in the technical bid. If any price-related information is found in the technical bid, the bid will be disqualified.**

#### 3.2 Technical Evaluation

Technical evaluation will be done on the basis of details/documents submitted by bidder as per details mentioned in RFP Documents. Bidder scoring 70% marks in technical evaluation will be eligible for consideration for opening of Financial Bid.

Bidder to submit undertaking as per **Annexure C** regarding the authenticity of the information/document submitted by him regarding the experience.

#### 3.3. Financial Proposal for Medical & Non-Medical Equipment's:

*The Financial bid to be submitted in a separate Envelope as per "Annexure H"*

Note: No financial quote shall be provided along with the technical bid.

#### 3.3. Bid Validity

- Bids must remain valid for a period of **\*not less than 90 days\*** from the bid submission deadline specified in the RFP document.
- Any bid with a validity period shorter than 90 days shall be considered **\*non-responsive\*** and will be rejected.

### **3.4. Extension of Bid Validity**

- In the event that the validity period expires on or after a holiday or a closed day for the Procuring Entity, the bid validity period shall automatically extend to the next working day.
- In exceptional cases, the Procuring Entity may request, in writing or electronically, for bidders to extend the validity period for a specified additional period. Bidders can accept or reject this request. If a bidder agrees to extend the validity period, \*no modifications to the bid will be permitted\* during the extended validity period.

**Important Note: Failure to comply with the above instructions or the inclusion of price details in the technical bid will result in the disqualification of the bid.**

### **3.5. Late bids**

- The Procuring Entity's officer authorized to reject any Bids that is submitted after the time and date fixed for submission of Bids under any circumstances.

### **3.6 Bid Evaluation:**

- (i) Bids will be evaluated based on the criteria mentioned in the RFP document and without recourse to extrinsic evidence.
- (ii) Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is formally communicated.
- (iii) Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.

### **3.7 Preliminary Scrutiny and Determination of Substantial Responsiveness of Bids:**

- a. The Bids will be scrutinized by the Bid Evaluation committee appointed by the Procuring Entity, to determine whether they are complete and meet the essential and important requirements, conditions and whether the Bidder is eligible and technically qualified as per criteria laid down in this RFP. The Bid Evaluation Committee shall conduct a preliminary evaluation of the Bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
  - i. that the essential documents are provided, as per the requirements listed in the Bid documents;
  - ii. the Bid is valid for the period, specified in the RFP documents;
  - iii. Bidders must meet the eligibility and qualification requirements given in the RFP document; and

The Bid Evaluation Committee shall regard a Bid as substantially responsive if it conforms to all requirements set out in the RFP document, or contains minor deviations that do not materially alter or depart from the characteristics, Terms, conditions and other requirements set out in the RFP document.

- b. The Bid Evaluation Committee may waive non-conformities in the Bid that do not constitute a material deviation, reservation or omission and deem the Bid to be responsive;
- c. The Bid Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, or any other documents etc. within stipulated time provided by the committee. Failure of the Bidder to comply with the request within the stipulated time shall result in the rejection of its Bid.
- d. Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.
- e. The Bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of the Procuring Entity as to whether the Bidder is eligible and qualified or not and whether the Bid is responsive or not shall be final and binding on the Bidders. Financial Bids of only those Bidders, who qualify on technical Bid, will be considered and opened.

#### **Clarification of Bids**

- (i) To facilitate evaluation of Bids, the Procuring Entity may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. Notwithstanding anything contained in the RFP, Procuring Entity reserves the right not to take into consideration any such clarifications sought for evaluation of the Bid.
- (ii) At any point in time during the bidding process, if required by the Procuring Entity, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of Procuring Entity. If no response is received by due date, the procuring Entity, shall evaluate the offer as per available information. The technical evaluation committee of Procuring Entity can verify the facts and figures quoted in the Bid.
- (iii) Procuring Entity reserves the right to conduct detailed due diligence of the information provided by the Bidders for technical and financial evaluation.
- (iv) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial Bids.
- (v) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances.
- (vi) All communication generated as above shall be included in the record of the procurement proceedings.

#### **4. Fulfilment of the Qualification Criteria**

- (i) As part of the evaluation, a Bidder must fulfill the Qualification Criteria. In case a Bidder does not fulfill the Qualification Criteria, the Bid of such a Bidder will not be evaluated further.

## 5. Eligibility Criteria

(i) The eligibility criteria for a Bidder to qualify for technical Bid evaluation are listed below:

Sl. No.	Qualification Criteria	Documentary Evidence
1	Organization's Profile –about Organization's history and relevant experience in years, clientele etc.	Company Profile along with Registration Certificate As per <b>Annexure "D"</b>
2	Value of Pos served to different clients in past <ul style="list-style-type: none"><li>• Above 01 - 15 Lakh – 05 Marks</li><li>• Above 15 - 30 Lakh – 15 Marks</li><li>• Above 30 - 45 Lakh – 20 Marks</li><li>• Above 45 Lakhs – 30 Marks</li></ul>	Provide documentary proof in support of claim.
3	The agency should have average annual financial turnover of minimum INR. 1 lakh to 10 lakh in last 2 financial Year. (i.e 2022 – 2023 and 2023 -2024) Above 10 to 20 Lacs – 20 Marks More than 45 Lacs - 30 Marks	Turn Over Certificate Duly Signed by CA with UDIN No. / Audited Balance Sheet/ ITR
4	The Bidder should not be Blacklist/ Debarred/ Negative list by any Statutory or Public Sector bank or Regulatory Authorities	Letter signed by Authorized Signatory of the company as per Annexure <b>"F"</b> on Company Letterhead
5	Bidder must have GST, PAN Certificate (copies to be submitted)	Self-Certified Copy of GST and PAN

## 6. Technical Evaluation:

- (i) All bids received by the stated closing date will be evaluated and ranked by the procurement committee / competent authority, accordingly to the conditions described in the qualification criteria.
- (ii) If required, Procuring Entity may seek specific clarifications from any or all Bidder(s) at this stage. After the technical evaluation each Bid will be given a technical mark as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Sr. No.	Specifications	Marks	Documents Required
1	Organization's Profile –about Organization's history and relevant experience in 3 - 5 years, clientele etc.	20 marks	Company Profile
2	Value of Po served to different clients in past <ul style="list-style-type: none"> <li>• Above 01 - 15 Lakh – 05 Marks</li> <li>• Above 15 - 30 Lakh – 15 Marks</li> <li>• Above 30 - 45 Lakh – 20 Marks</li> <li>• Above 45 Lakhs – 30 Marks</li> </ul>	30 marks	Copy of PO
3	The agency should have average annual financial turnover of minimum INR. 1 lakh to 10 lakh in last 2 financial Year. (i.e 2022 – 2023 and 2023 -2024 Above 10 to 20 Lacs – 20 Marks More than 45 Lacs - 30 Marks	30 marks	Turn Over Certificate Duly Signed by CA with UDIN No/Audited Balance Sheet/ITR
4	Bidder must have GST, PAN and MSME, Certificate (copies to be submitted) <ul style="list-style-type: none"> <li>• PAN - 05</li> <li>• GST Certificate - 15</li> <li>• MSME Certificate – 05</li> </ul>	20 marks	Self-Certified Copy of GST and PAN
<b>TOTAL MARKS</b>		<b>100</b>	

#### A. Final Selection

- (i) Technical bids of the qualified bidder shall be evaluated before opening the Financial bids.
- (ii) The Procuring Entity reserves the right to accept in part or in full any Bid or reject any Bid(s) without assigning any reason or to cancel the tendering process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder(s).
- (iii) The Procuring Entity reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.
- (iv) Final Selection: The Procuring Entity reserves the right to accept or reject any Bid, and to cancel / annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process.
- (v) The procuring entity is not liable to convey the decision to unsuccessful bidders.

## **7. Award of Contract**

### **A. Award Criteria**

- (i) Procuring Entity shall award the Contract to the selected Bidder.

### **B. Acceptance of Purchase Order**

- (i) The selected agency to submit the acceptance of the issue of the Purchase Order.

### **C. Exclusion of Bid/ Disqualification**

- (i) Procuring Entity may exclude or disqualify a Bid if:
  - The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation; or
  - The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete; and
  - The Bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by the committee;
  - The Bid materially departs from the requirements specified in the Bid or it contains false information;
  - A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

### **D. Sub-Contracting**

- (i) The selected agency shall not subcontract any portion of the services to be performed under this contract without the prior written approval of Procuring Entity. No such subcontract shall relieve the Selected Bidder from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procurement Entity.

## **8. General Terms and Conditions**

- 8.1 All Bidders are required to submit their Bid in accordance with the terms set forth in this RFP.
- 8.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the agreement shall have overriding effect.
- 8.3 HLPPT reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.
- 8.4 HLPPT reserves the right to award the bid for selected districts while excluding those districts where adequate public facilities are already available.
- 8.5 The Bidder may be an individual entity or a consortium of entities, provided that all members of the consortium are registered legal entities. Each participating entity must possess a valid PAN, GST registration, and any other registrations required under applicable laws. Copies of these documents must be submitted as part of the bid.
- 8.6 A Bidder shall submit the Authorization to sign documents pertaining to bid submission against RFP no as per **Annexure "E"**.
- 8.7 Also, the bidder should not have been convicted/charge-sheeted for any criminal offence. Any Entity which has been convicted for any criminal offence shall not be eligible to submit the bid.

- 8.8 No agency shall be entitled to submit more than one bid jointly or severally. If one does so, all bids wherein the agency has participated shall stand disqualified.
- 8.9 The agency shall bear all costs associated with the preparation and submission of bid.
- 8.10 The agency must have valid PAN (Permanent Account Number) and registered under GST the documentary evidence to this effect to be provided.
- 8.11 Procuring entity reserves the right to accept /reject/ select one or more than one agency and to annul the bidding process any or all bids at any time prior to award of contract without thereby incurring any liability to the affected agency.
- 8.12 Procuring entity reserves the right to cancel the contract based on performance without assigning any reason thereof.
- 8.13 Procuring entity reserves the right to change (increase or reduce) the numbers/units/specifications as per its sole discretion and Project requirement.
- 8.14 Agencies that will be technically qualified would only be considered for opening of financial bids. The Evaluation Committee will evaluate the Technical Bid using the evaluation parameters as specified in this RFP and would select the technically qualified Bidder.
- 8.15 The procuring entity reserves the right to terminate the contract with immediate effect in case the services, conduct & behavior of agency or its staff not found satisfactory, without any notice period.
- 8.16 Agency shall exclusively be liable for non-compliance of the provisions of any act, law, rules or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.
- 8.17 Procuring entity reserves the right to award the Work order to the L2 bidder in the event the L1 bidder backs out after final discussions. In such scenario the L2 agency would be considered only on acceptance of L1 rates.
- 8.18 Any technical and financial bid with inadequate information and those which do not meet the eligible criteria or received after the closing date & time will not be entertained and considered under any circumstances.
- 8.19 The agency needs to sign and stamp all pages of the technical bid along with the terms and conditions of RFP.
- 8.20 The contract may be terminated on breach of any of the clauses of this RFP document.
- 8.21 Procuring entity reserves the right to cancel the bid anytime without prior Information/notice.
- 8.22 The rates quoted by agency should be valid for 06 months from the date of quotation
- 8.23 The agency should be ready for Providing of Medical Equipments & Non-Medical items at CHC Nimapara, Dist-Puri, Odisha under GAIL Gas Limited Project**

**9. MSME Registration:**

9.1 The bidders participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format (**Annexure-D**) given in Bid Document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the document/ certificate issued by any of the Authority mentioned below:

- i. District Industries Centers
- ii. Khadi and Village Industries Commission
- iii. Khadi and Village Industries Board
- iv. Coir Board
- v. National Small Industries Corporation (NSIC)
- vi. Directorate of Handicrafts and Handloom
- vii. MSEs registered under Udyam Registration (UR) portal
- viii. Any other Body specified by Ministry of Micro, Small and Medium Enterprises.

9.2 The registration certificate submitted by MSEs issued from any one of the above agencies must be valid as on close date of the tender. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

**10. Payment: -**

- The quoted rate must be inclusive of all associated costs, and as per mention above.
- No other charges will be payable
- TDS as applicable will deduced as per Income Tax Act, 1961
- Payment will be made through cheque / NEFT/ RTGS.
- After delivery & Installation of the goods along with supporting documents.

**11. Proposed Locations for installation of listed Medical And Non- Medical items at CHC Nimapara, Dist-Puri, Odisha .**

**12. Right to terminate the Process**

12.1 Procuring entity may terminate the RFP process at any time without assigning any reasons whatsoever. Procuring entity makes no commitments, express or implied, that this process will result in a business transaction with anyone.

12.2 This RFP document does not constitute an offer by Procuring entity. The bidder's response to this RFP may/may not result into selection of bidder(s) after completion of selection process as detailed in this RFP document.

12.3 Procuring entity reserves the right to accept or reject any Bid, and to annul the RFP process and reject all Bids at any time, 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 its action. The decision of Procuring entity will be final in this matter.

**13. Disqualifications**

Procuring entity may, at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

- a. Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements.
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project.
- c. Submitted a Bid that is not accompanied by required documentation or is non-responsive.
- d. Failed to provide clarifications related thereto, when sought.
- e. Submitted more than one Bid.
- f. Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- g. Submitted a Bid with price adjustment/variation provision.

## **14. Force Majeure**

### 14.1 Definition

- a) For the purposes of this RFP, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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 natural disaster or adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts, or other industrial actions of the Party are within the power of the Party invoking Force Majeure to prevent), or mechanical, electronic or communication failure, confiscation or any other action by Government Agencies.
- b) "Force Majeure" shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (a) take into account at the time of the conclusion of this RFP and (b) avoid or overcome in the carrying out of its obligations hereunder.
- c) "Force Majeure" shall not include insufficiency of funds or failure to make any payment required hereunder.
- d). Vendor shall not be in default in the performance of its obligation under this RFP to the extent that its performance of any such obligation is prevented or delayed by a force majeure event.

### 14.2 No Breach of RFP

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 RFP 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 RFP.

### 14.3 Measure to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to ensure such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

## **15. Arbitration**

- 15.1 If the parties file to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the service procuring entity or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided.
- 15.2 The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 as amended from time to time. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the arbitrator to be appointed with mutually consent from "SAROD" (Society for Affordable Redressed of Disputes) panel.
- 15.3 Work under the RFP shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Service Procuring entity shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- 15.4 The venue of arbitration shall be the place from where the RFP has been issued.

## **17. Conflict of interest**

- 17.1 The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists nor is likely to arise in the performance of its obligations under the contract. A Bidder shall not have a conflict of interest that may affect the evaluation process. Any bidder found to have a conflict of Interest shall be disqualified. Bidder to require to provide undertaking to this effect as per **Annexure "C"** of this RFP.

**ANNEXURE- A: BIDDER PROFILE**

<b>Sl. No</b>	<b>Details</b>	<b>Bidder Response</b>
1	<b>Company Background</b>	
	Name of the Company	
	Year of Incorporation	
	Type of the Company (Govt./PSU/Pub. Ltd, /Pvt Ltd., /LLP/Partner/Proprietor)	
2	<b>Address</b>	
	Corporate Office (HQ)	
	Local Office in Delhi/NCR	
	GST Registration Number & Date of Registration	
	PAN Card Number	
3	<b>Authorized Contact Person</b>	
	Name	
	Designation	
	Telephone/Mobile Number	
	Email	
4	<b>Financial Parameters</b>	
	Business Results in last two years	Annual Turnover
	2022-23	
	2023-24	
	Only participant company figures to be mentioned. Not to include group/subsidiary company figures	Mention the above amount in INR only

Authorized Signatory of Bidder :

Name :

Designation :

Date :

Place :

Seal of the Company :

**ANNEXURE – B**  
**Bidder's Experience**

Reference: RFP Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_

“Proof of prior experience in supplying and installation of Medical and Non-Medical Equipment’s.

I certify that the above-mentioned information and the relevant Annexures and enclosures are true and correct.

(Please attach documentary evidence like PO copy, certificate from the customers etc.)

Authorized Signatory of Bidder :  
Name :  
Designation :  
Date :  
Place :  
Seal of the Company :

### Annexure-C

#### **Undertaking to be submitted by Bidder/Bidder/Tenderer (On company's letterhead) – Conflict of Interest**

This has reference to the RFP no.-..... Dated ..... In response, we have submitted our bid on at your office in Hard version on ..... In connection with the above bids, we hereby declare as under: -

- i- That we are neither related to any of your Trustees, Officers and other employees nor do we have any financial, commercial or other interests with any of the above persons/organization employee in any capacity whatsoever.
- ii- We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- iii- That we have submitted the bids in the name of M/s ..... and declare that no other bids have been submitted by us in the name of any other firms/companies/proprietors/individuals which comes under the same management and related parties.

We hereby undertake that If any information and document submitted is found to be false/incorrect or we violate any declaration at any stage of contract, the Procurement Entity has right to cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm etc.

We understand that Procurement Entity is not bound to accept any bid received against RFP and also has the right to reject all or any bid without assigning any reason or giving any explanation whatsoever.

Signature & Company Seal

**Annexure – D**

**UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE**

(This undertaking may be included in relevant section/part of Tender Document)

I /We confirm that the provisions of Micro and Small Enterprise are applicable to us and our Procuring entity falls under the definition of the following Category:

- i.  – Micro Enterprises
- ii.  – Small Enterprises

Please tick in the appropriate option box  and attach relevant documents/certificate issued by any of the Authority mentioned below as evidence to their applicability of Micro and Small Enterprises:

- i. District Industries Centers (DICs)
- ii. Khadi & Village Industries Commission (KVIC)
- iii. Khadi & Village Industries Board (KVIB)
- iv. Coir Board of National Small Industries Corporation (NSIC)
- v. Directorate of Handicrafts and Handloom
- vi. MSEs registered under Udyam Registration (UR) portal
- vii. Any other Body specified by Ministry of Micro, Small and Medium Enterprises (MSME)

I/ We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Enclose copy of MSE Certificate along with undertaking.

Dated \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**Annexure-E**

Authorization to sign documents pertaining to bid submission against RFP no:  
[To be given on agency/firm/ company Letter Head]

It is certified that we M/s ..... having  
registered ..... office  
at .....

..... are submitting a Bid against RFP No. ....  
for Supply and installation  
for .....

In this connection Mr./Ms..... working with our company  
as ..... has been authorized to sign Bid documents or any other documents related  
to this bid submission. We, (name of company)..... are fully liable  
of the consequences arising by the act of signing bid documents by  
Mr./Ms.....

Signature .....

Name of Signatory .....

**(ANNEXURE- F)**

The Bidder should not be Blacklist/ Debarred/ Negative on Company Letter Head

I \_\_\_\_\_  
Son/Daughter of Shri \_\_\_\_\_  
Proprietor/Partner/Director/Authorized Signatory of  
\_\_\_\_\_ (Name of Firm/Agency) sign this declaration and  
execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we/am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law and forfeiture of all due and banning of our firm.

Place  
Date

Signature of Authorized Person  
Full Name  
Address/Company's Seal

**ANNEUXRE - G**  
**Format of Undertaking**

(The following may be printed on a Letter head and to be provided along with RFP document without which the tender is liable to be rejected)

1. I, \_\_\_\_\_ Son/Daughter of Shri \_\_\_\_\_ the authorized official to sign this RFP do hereby declare and affirm that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with all terms and conditions.
2. That the rates quoted by us are valid and binding upon us for the entire period of Contract.
3. That I/we authorize Procuring entity to forfeit the all dues and banning of our firm, if any delay or failure to provide and installation of Medical & Non-Medical items to the satisfaction of the Procuring entity.
4. That I/we will be in the position to provide contract as per the work explained to us to the satisfaction of the Procuring entity.
5. That there is no vigilance/CBI case or court case pending against me/my firm debarring me/my firm it undertakes contract work/supply of items quoted.
6. I have informed that Procuring entity has the right to accept or reject any or all the tenders/bids without assigning any reason thereof.
7. I am ready to sign the agreement with Procuring entity, if got selected.

Signature of the Authorized Person:  
Place:

Full Name  
Address of the Bidder

Date:

Stamp

**Annexure-H**  
**FINANCIAL BID FORMAT**

S.No.	Particulars (Name of Equipment/Machine)	Specification	Quantity	Per Unit Rate Inclusive Tax	Total Amt. Inclusive Tax
1	Digital X-ray Machine 500 MA	Edusoft floor mount with 2 yr. warranty along with printing system	1		
2	Crash Cart	Crash Cart	1		
3	Nebulizer Machine	For Nebulize	15		
	Freight Charges for CHC Nimapara, Dist- Puri, Odisha ( If any)				
	<b>Total Cost of Rs.</b> <b>( Inclusive of Taxes, Transportation, installation, demonstration of equipment's and other charges etc.)</b>				

**Vendor to ensure that they are in a position to supply & installation of Medical and Non-Medical items as per schedule provided by HLPPT.**

**Terms & Condition: -**

- The rates will be valid for 12 months from the date of award of contract.
- The quoted rate must be inclusive of all associated costs & Taxes, and as per mention above.
- No other charges will be payable
- TDS as applicable will deduced as per Income Tax Act, 1961
- Payment will be made through cheque / NEFT/ RTGS.
- The Payment will be done within 45 days of product delivery, warranty and submission of Invoices duly certified by HLPPT representative.