

**RFP ID: CHINDICOVID10-024**

**RFP Date: August 4<sup>th</sup>, 2025**

***Amendment No. 02, Date: August 12<sup>th</sup>, 2025***

# Request for Proposal[RFP]

**“SELECTION OF VENDOR(S) FOR PROCUREMENT AND  
INSTALLATION OF COMPLETE PACKAGES OF QUALITY  
ASSURED ULTRAPORTABLE HANDHELD DIGITAL XRAY  
DEVICE”**



## 1 Request for Proposal: Letter of Invitation

Dear Respondent,

William J. Clinton Foundation (hereinafter referred to as “WJCF”) invites responses to this Request for Proposal (“RFP”) from Respondent(s) , for **“Selection of Vendor(s) for procurement and installation of complete packages of quality assured Ultraportable handheld digital X-ray devices along with necessary license, registration and approvals in India with one(1) year of warranty”** as per the General Terms & conditions (GTC), Terms of Reference (TOR), Scope of Work (SOW),Memorandum of Agreement (MOA) Non- disclosure Agreement (NDA),Financial Template and Checklist format (Administrative & Technical criteria] provided in Annexure A, B, C D, E ,& F of this RFP, respectively.

By responding to this RFP, the Respondent(s) agrees to follow all instructions, specifications and service guidelines as described in this RFP. WJCF reserves the right to reject any or all proposals. All costs incurred by the Respondent(s) in relation to preparation of the proposal shall be borne by the Respondent(s) and WJCF shall not be responsible and/or liable to bear the said costs under any circumstance. WJCF is not obligated to accept the proposal with the lowest price. Any contract which may be executed, pursuant to the present competitive procurement process shall be issued up to December 31<sup>st</sup>, 2025.

WJCF, through its strict procurement process, ensures the safety and confidentiality of all the documents received. WJCF also ensures a fair and competitive evaluation process while awarding the contract to the selected vendor(s). All proposals must be submitted to [indiaprocurement@wjcf.in](mailto:indiaprocurement@wjcf.in) email address with name in the format <RFP Reference Number\_ Respondent Name Date (ddmmyyyy)>.

We greatly appreciate your efforts and look forward to working with your team.

Yours sincerely,

Procurement Desk  
William J. Clinton Foundation

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## 2 RFP Notice

WJCF invites interested Respondent(s) to submit proposal(s) for **“Selection of Vendor(s) for procurement and installation of complete packages of quality assured ultraportable handheld digital X-ray devices along with necessary license ,registration and approvals in India with one(1) year of warranty**

The RFP follows a single-stage bidding process, with the submission of Techno-commercial proposal as detailed out in the RFP document.

The following table outlines the important dates in the procurement process.

### 2.1 Summary of deadlines

RFP Number	CHINDICOVID10-024
Release of Request for Proposals (RFP)	August 4 <sup>th</sup> , 2025
Last date of submission of written queries for clarification	Latest by August 7 <sup>th</sup> , 2025
Date of pre-bid meeting (The meeting will culminate with a round of in-person/virtual Q&A. Please register for the meeting here (google sheet <a href="#">link</a> ) latest by August 6 <sup>th</sup> , 2025)	August 8 <sup>th</sup> , 2025
Q&A document shared by WJCF	August 11 <sup>th</sup> , 2025
Due/last date of submission of EMD submission on or before	<b>August 18<sup>th</sup>, 2025, by 18:00 IST</b>
Due/last date of submission of technical and password protected financial proposal	<b>August 18<sup>th</sup>, 2025</b>
Technical Demonstration	September 9 <sup>th</sup> - 12 <sup>th</sup> , 2025
Date of opening of the password protected financial proposal	September 22 <sup>nd</sup> , 2025
Tentative timeline for Declaration of Selected Vendor	1 <sup>st</sup> Week of October, 2025

**Note:** The Respondent(s) can approach WJCF for any queries as per the timeline mentioned in the table above. WJCF may or may not be able to fully respond to all the queries. WJCF endeavours to respond to all queries in due course. The Respondent(s) must make reasonable assumptions in case WJCF has not been able to respond to their queries, but respondents must fulfil the screening criteria outlined in clause 19.3.2 of this RFP. ***In a scenario, where the Respondent(s) fails to fulfil the criteria outlined in clause 19.3.2, the respondent(s) proposal shall be rejected.***

The technical proposal along with the password protected financial proposal (as per prescribed format) must be submitted electronically *via* email at the email address: <indiaprocurement@wjcf.in> **latest August 18<sup>th</sup>, 2025, by 23:59 IST.**

For any queries in relation to this RFP, kindly address your mail to: <indiaadmin@wjcf.in> **latest by August 7<sup>th</sup>, 2025.**

For participation in the pre-bid meeting, perspective respondents should register their name and other details as provided in the above link (clause 2.1.) **latest by August 7<sup>th</sup>, 2025.**

WJCF will not entertain any proposal queries received on any other email address other than the email address mentioned above and not later than **latest by August 7<sup>th</sup>, 2025.**

## 3 Project background

According to the World Health Organization’s Global TB report 2022, an estimated 10.6 million people fell ill with tuberculosis (TB) in 2021, an increase of 4.5% from 2020, and ~1.6 million people died from TB. The burden of drug-resistant TB (DR-TB) also increased by 3% between 2020 and 2021 with ~450 000 new cases of rifampicin-resistant TB (RR-TB) in 2021. This is the first time in many years that an increase has been reported in the number of people falling ill with TB and drug resistant TB.

TB services were among many others severely disrupted by the COVID-19 pandemic in 2021, but its impact on the TB response has been particularly severe<sup>1</sup>. There is, thus, an urgent need for strategies to mitigate the impact of the COVID-19 pandemic and initiate urgent improvements in formal and community health systems.

Under the COVID-19 Response Mechanism (C19RM) of the Global Fund to Fight AIDS, TB and Malaria (GFATM) WJCF has been provided funding to undertake an active-case finding initiative to increase TB case-finding and address delays in diagnosis and treatment. Recognizing the criticality of chest X-ray as a diagnostic tool, ultraportable handheld digital X-ray devices are currently being procured and deployed at identified public health facilities across India. The use case is to conduct highly targeted community mobilization for TB and NCD screening in co-ordination with Front Line Workers FLWs. Individuals will be first screened for symptoms & vulnerabilities and if eligible screened with Chest X-rays, those observed to be suggestive of TB will be linked for further diagnosis and treatment.

Under the funding provided under the COVID-19 Response Mechanism (C19RM) of the Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM), WJCF is responsible to:

- (a) Design and execute tender for the procurement of Ultraportable handheld digital X-ray devices
- (b) Align with Program divisions on methodology for deploying the procured Ultraportable handheld digital X-ray devices and coordinate to ensure smooth delivery and installation.

#### **4 Procurement Requirement**

Pursuant to the above plan, WJCF intends to procure and install complete packages of quality assured 175 units of Ultraportable handheld digital X-ray devices, along with necessary licenses, registration, and approvals in India with one (1) year of warranty.

WJCF intend to **split the order quantity between the selected vendors in the minimum percentage of 60:40 ratio.**

Respondent(s) are kindly requested to refer to the **Terms of Reference -Annexure-A** and the **Scope of Work-Annexure-B** for in details **Schedule of Requirement**

#### **5 Definitions**

- **Agreement:** The agreement for Procurement and Service Delivery of Ultraportable handheld digital X-ray devices + Licenses and the Non-Disclosure Agreement to be executed between the Selected Vendor(s) and WJCF. A template of the said agreement is provided in **Annexure C** of this RFP.
- **Contract:** The terms, conditions and requirements set out in this RFP along with its annexures and appendixes, the Respondent's proposal in response to this RFP, the Letter of Acceptance that may be issued by WJCF and the Agreement.
- **Contract Value:** An amount equivalent to the final agreed price including all applicable tax including Goods and Service Tax (GST), etc.
- **Indian Regulation:** All laws, ordinance, statutes, rules, orders, decrees, judgements, injunctions, licenses, permits, approvals, authorizations, consents, waivers, agreements and regulations of any governmental authority having jurisdiction over the relevant matter as such, and as may be amended, modified, enacted or revoked from time-to-time hereafter.
- **Letter of Acceptance:** Letter of Acceptance means the letter that may be issued by WJCF accepting any binding proposal made by any Respondent(s) and shall be tantamount to notification of award of the contract to the Selected Vendor(s).
- **NDA:** Non-Disclosure Agreement to be executed between the Selected Vendor(s) and WJCF as a part of the Agreement

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<sup>1</sup> World Health Organisation (2022), Tuberculosis deaths and disease increase during the COVID-19 pandemic, Available at <https://www.who.int/news/item/27-10-2022-tuberculosis-deaths-and-disease-increase-during-the-covid-19-pandemic> , Accessed on 14-02-2023

- **OEM:** Original Equipment Manufacturer in the RFP is defined for ultraportable handheld digital x-ray device manufacturer and detector manufacturer.
- **Project site(s):** specific places in the urban and rural districts across select Indian states, which shall be designated by WJCF at a later date for the purpose of delivery, installation, training, and performance of other related obligations including warranty and maintenance.
- **Qualified Respondent(s):** Respondent(s) who have cleared the screening round.
- **Respondent(s):** Any organization who responds to this RFP with complete proposal. The Respondent may be a device or **detector** manufacturer/ supplier, ~~software vendor~~ or any third party bringing complete package together.
- **RIS:** Radiological Information System, designed to manage patient data and end to end information system to manage operational workflow related to Active Case Finding (ACF).
- **Schedule of Requirements:** Items and deliverables to be supplied or carried out by the respondent.
- **Scope of Work:** The scope of work described provided in **Annexure-B** of this RFP, which are to be read conjunctively with other requirements set out in this RFP.
- **Selected Vendor(s):** The Respondent(s) whose proposal is accepted by WJCF through a Letter of Acceptance.
- **Technical Qualified Respondent(s):** Respondent(s) who cleared the technical round and qualifies for financial round.
- **Terms of Reference:** The Terms of Reference as described in **Annexure-A** of this RFP, which are to be read in conjunction with other requirements set out in this RFP.
- **Vendor(s):** The selected vendor(s) who accepts WJCF's Letter of Acceptance or Memorandum of Agreement
- **WJCF:** William J. Clinton Foundation.

## 6 General instructions and considerations

These instructions should be read in conjunction with information and/or requirements contained in the enclosed Terms of Reference, Scope of Work and in any other documents accompanying this RFP.

This RFP is issued to provide WJCF with relevant information that may enable WJCF to undertake **“Selection of Vendor(s) for procurement and installation of complete packages of quality assured ultraportable handheld digital X-ray devices along with necessary license, registration and approvals in India with one (1) year of warranty”**.

**The purpose of the RFP is to procure** Ultraportable handheld digital X-ray devices along with necessary licenses, registration, and approvals in India.

- 6.1 WJCF reserves the right to request any (or all) Respondent(s) to meet with WJCF to clarify their proposal(s) without any commitment, during the selection process.
- 6.2 Respondent(s) are responsible for all costs associated with proposal preparation and submission of proposal. WJCF shall, under no circumstance, be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 6.3 Respondent(s) are free to partner with any organization(s) that they think makes the best package to offer, based on the requirements of this RFP.

## 7 Conflict of Interest

- 7.1. Respondent(s) must disclose in their proposal details of any circumstances (in the past or present), including personal, financial and business activities that will, or might, give rise to a conflict of interest or any circumstance that may raise justifiable doubts as to the independence or impartiality of WJCF in relation to this competitive selection process. This disclosure must extend to all personnel/resources/partners proposed to undertake the work.
- 7.2. In the event that a Respondent(s) identifies any potential conflict or any circumstance that may raise justifiable doubts as to the independence or impartiality of WJCF in relation to this competitive selection process then the Respondent(s) must disclose such conflict of interest and/or circumstance(s) and state how they intend to avoid any impact arising from such conflict or circumstance. WJCF reserves the right to reject any proposals which, in WJCF's opinion, gives rise, or could potentially give rise to, a conflict of interest or any circumstance that may raise justifiable doubts as to the independence or impartiality of WJCF's in relation to this competitive selection process.
- 7.3. For the purposes of this provision, please be advised that the organizations that are relevant for any disclosure in accordance with this provision including the below organizations and any association of the Respondent(s) with the below organization(s) must be disclosed:
- The William J Clinton Foundation (WJCF)
  - The GFATM, the Donor who is the primary funding source for the procurement.
  - Price Waterhouse CALLP
- 7.4. Please refer **Appendix-3** for Conflict-of-Interest Letter.

## 8 General Disclosures

- 8.1. Respondent(s) must disclose:
- 8.1.1. If the Respondent(s) or any of its directors, partners or key-personnel are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing of the Respondent(s) including but not limited to the appointment of any officer, such as, a receiver or resolution professional (interim or otherwise) in relation to the Respondent's personal or business matters or an arrangement with creditors or of any other similar proceedings.
- 8.1.2. If the Respondent(s) or any of its directors, partners or key-personnel have been convicted of, or are the subject of any proceedings as per **Appendix 9** for Self-Certified Due Diligence declaration and undertaking, relating to:
- a) Criminal offence or any other offence.
  - b) Professional misconduct before any authority or professional body.
  - c) Corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with WJCF, or any other contracting body or authority.
  - d) Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes.
  - e) Red listing / Blacklisting/ Debarring by any organization, government authority, statutory authority, regulatory authority, or public sector undertaking.
  - f) Income Tax, Audit compliance, Manufacturing related compliances and any pending/withheld renewal of license(s) or regulatory approval(s)
- 8.1.3. The Respondent(s) must declare in its declaration that the respondent(s) possess all regulatory approvals and compliances to sale the offered package/ (s) (including hardware, software or any license offered) proposed by the respondent(s) in India.
- 8.2. **Change in circumstances.**  
Respondent(s) must fairly and promptly notify WJCF in writing of any change in circumstance(s) that may effectively disqualify the Respondent(s) or raise any justifiable doubts in relation to the respective Respondent's eligibility for this RFP.

## 9 Submission of Proposals

### 9.1. Technical proposal and financial proposal submission

The entire proposal, along with all the required documentations as mentioned herein below, must be submitted to WJCF in English language **no later than August 18<sup>th</sup>, 2025 by 23:59** Indian Standard Time (IST). The soft copies of Technical proposal and Financial proposal, along with the necessary documents, must be sent via **email to <indiaprocmnt@wjcf.in>** with a covering email/ letter that includes the subject line



**“Proposal for Selection of Vendor(s) to procure and install complete packages of quality assured 175 units of ultraportable handheld digital x-ray devices along with necessary licenses, registration, approvals in India with one (1) year of warranty”.**

Respondent(s) are required to submit their Technical Proposal and Financial Proposal in 3 (three) separate files:

1. Word/ PDF for the Technical Proposal – Narrative as per Appendix 1
2. Checklist format:- Administrative and Technical criteria ”- **Annexure-F** (excel format);
3. Password Protected Financial proposal as per the Template (Excel file) provided in **Annexure -E**.

**Note:**

**Respondent(s) are strictly required to follow the Annexures provided above and submit the duly completed filled up Annexures and Appendices documents along with RFP proposal. In case the respondent(s) fail to submit the duly filled Annexures, Appendices, and the required supporting documents, such proposals may be rejected.**

**The respondent(s) shall ensure that the proposal, along with all supporting documents, is presented in a clear, concise, and legible manner**

- 9.2. Only those Respondent(s) that clear the technical round (70% or above) comprising of Screening, Technical Evaluation (Desk Review and complete package demonstration) will be retained for financial proposal opening.
- 9.3. WJCF will request the Technical Qualified Respondent(s) to provide the password for the financial proposal on the date of the financial proposal opening. The financial proposal received without password protection shall be rejected and disqualified from the RFP.
- 9.4. Late/incomplete proposals will not be accepted under any circumstances. Any proposals received by WJCF after the prescribed deadline for submission of proposals shall be summarily rejected. WJCF shall not be responsible for any delay or non-receipt/non-delivery of the proposal and/or documents. No further correspondence on this subject will be entertained. WJCF shall not be responsible for informing any Respondent(s) of any deficiency/incomplete information in relation to any proposal and reserves it's right to summarily reject any proposal that is incomplete as per WJCF.
- 9.5. By submitting a proposal/(s), as specified in **clause no. 9.1** “Technical proposal and Financial Proposal submission, the Respondent(s) certifies that they have not, and will not, submit any additional proposal, alternative offers, or modifications to their proposal/(s) after the specified submission deadline.
- 9.6. Participation in any capacity by a Respondent (including the participation of a Respondent as sub-contractor in another bid or vice versa) in more than one bid shall result in the disqualification of all bids in which he is a party. Please refer Clause no. **21.27**. for more details on “**Sub-contracting**”.
- 9.7. Any claim(s)/submission(s)/ declaration(s) from a Respondent(s) found to be incorrect at any point during or after the procurement process, that Respondent(s) shall be disqualified.

## 10 Receipt and review of proposals

10.1. Once a proposal is received on or before the due date and time, WJCF will:

- 10.1.1. Log onto the receipt of the technical proposals and record the business information.
- 10.1.2. Review all technical proposals and provide Respondent(s) an opportunity to clarify their proposals as requested by WJCF. This is to clarify that such an opportunity to the Respondent(s) shall be provided at the sole discretion of WJCF.
- 10.1.3. Disqualify any non-responsive ones (that fail to meet the terms set out in the RFP).
- 10.1.4. Evaluate all responsive proposals objectively as per the evaluation methodology and criteria specified in this RFP.
- 10.1.5. Inform all Qualified Respondent(s) for one-to-one interaction and technical demonstration of the complete package at the specified site(s).
- 10.1.6. Inform Technical Qualified Respondent(s), to share the password to open the financial proposal.
- 10.1.7. Open the financial proposals, evaluate and issue a Letter of Acceptance or Memorandum of Agreement to the Selected Vendor(s).
- 10.1.8. Execute an Agreement with the Selected Vendor(s) pursuant to the terms of this RFP.

## 11 Reservation of rights by WJCF

- 11.1 Any proposal/response to this RFP shall become the property of WJCF and WJCF reserve the rights in its sole discretion to:
  - 11.1.1 To accept or reject all proposals and/or to annul the RFP process, wholly or partly without assigning any reasons whatsoever and without incurring any liability. WJCF shall not be obligated to inform the affected Respondent(s) of the ground(s) for WJCF's actions prior to contract award or otherwise.
  - 11.1.2 To accept or reject any financial proposal which does not follow the prescribed financial template provided, WJCF reserves the right to reject the whole proposal submitted by the Technical Qualified Respondent(s) without assigning any reasons whatsoever and without incurring any liability.
- 11.2 WJCF has the right to seek clarification and revisions from respondent(s) based on gaps / deficiencies observed during technical and financial evaluation.
- 11.3 Amend, delete, modify or revoke this RFP at any time without prior notice to any Respondent(s) WJCF also reserves the right to add, modify, alter and/or revoke any terms and conditions of this RFP as it deems necessary at its sole discretion without prior notice to any Respondent(s) without assigning any reasons whatsoever and without incurring any liability.
- 11.4 WJCF reserves the right to extend the dates for submission of proposals / responses to this RFP.
- 11.5 WJCF reserves the right to issue an award based on the evaluation of proposals without discussion or prior notice to any Respondent(s).
- 11.6 WJCF reserves the right to add, modify, alter, or revoke any of the criteria mentioned in the RFP.
- 11.7 WJCF reserves the right to negotiate the commercials with the Selected Vendor (Rank 1 Respondent).

## 12 RFP not an offer: This RFP represents only a definition of requirements.

- 12.1. This RFP must not be construed as a recommendation, offer or invitation to enter into a contract, agreement, or any other arrangement. This RFP is an invitation for submission of binding offers/ proposals and does not legally obligate WJCF to accept any of the submitted proposals in whole or in part, nor is WJCF obligated to select the lowest priced proposal. This RFP is not an offer to contract but an invitation to offer.
- 12.2. Neither does the issuance of this RFP nor does the receipt or acknowledgment of a proposal of any Respondent(s) create or give rise to any contractual obligations to WJCF. This RFP does not create any binding legal relationship between any of the Respondent(s) and WJCF, until and unless WJCF issues a formal Letter of Acceptance accepting an offer of a Selected Vendor(s).
- 12.3. The issuance of the Letter of Acceptance by WJCF shall be tantamount to notification of the award of the contract by WJCF and shall constitute signing of the Agreement. The signing of the Agreement between WJCF and the Selected Vendor(s) shall signify commencement of the execution of the Scope of Work.
- 12.4. If the Selected Vendor(s) fails to execute the Agreement pursuant to the terms of this RFP within seven (7) days from the issuance of the Letter of Acceptance, WJCF shall terminate / revoke its Letter of Acceptance without giving any notice, in addition to any other rights available to it under this RFP including forfeiture of the EMD. In the event that WJCF terminates or revokes its Letter of Acceptance, WJCF shall be free to award the Contract to any of the other selected vendor(s)

## 13 Non-Disclosure Agreement (NDA)

- 13.1. The Selected Vendor(s) as part of the Agreement shall execute an NDA to safeguard the confidentiality of WJCF's business information and data. This NDA shall become a part of the Agreement to be executed between the Selected Vendor(s) and WJCF. In the event of a conflict between the terms of the NDA and the terms of the Agreement then the terms of the Agreement shall prevail over the terms of the NDA

## 14 Earnest Money Deposit (EMD)

- 14.1 As part of their technical proposal, the Respondent(s) must provide an interest-free **EMD for an amount of INR 20,00,000 (INR Twenty lakhs in words)** along with their bank details as further detailed in the next section. This EMD is intended to protect WJCF against the risk of the Respondent's conduct that may require forfeiture of the EMD. Additionally, the respondent(s) should also provide WJCF a copy of the cancelled cheque where the interest-free security EMD will be refunded in case their proposal is unsuccessful.
- 14.2 EMD shall be deposited, along with the submission of technical proposal as per the timelines mentioned in the RFP document, through **RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) favoring WILLIAM J CLINTON FOUNDATION, bank name - Kotak Mahindra Bank, A/C No 1511839356, Bank IFS Code - KKBK0004587 or by way of Demand Draft/Pay order issued in favor of WILLIAM J CLINTON FOUNDATION** or an unconditional and irrevocable Bank Guarantee of an equal amount issued by a Commercial Bank (located in India). EMD needs to be valid for **six (6) months** after the proposal validity period and be further extendable in the event the last date of submission of proposal is extended.
- 14.3 Any proposal not secured with EMD or any late EMD submission due to any circumstances, as above, will be rejected by WJCF, as non-responsive and incomplete.
- 14.4 The EMD of Respondent(s) who are found to be not Qualified after the Screening round of technical evaluation will be refunded or returned within **2 months** from the date of completion of screening round, to their bank accounts based on the bank details provided by the Respondent(s) (as per the cancelled cheque submitted by the Respondent(s)).
- 14.5 The EMD of Technical Qualified Respondent(s) who are not shortlisted as Selected Vendor(s) after completion of procurement process will be refunded or returned within **2 months** from the date of signing of Agreement between WJCF and Selected Vendor(s), to their respective bank accounts based on the bank details provided by the Respondent(s) (as per the cancelled cheque submitted by the Respondent(s)) or return of Bank Guarantee as applicable.
- 14.6 The EMD of Selected Vendor(s) shall be refunded or returned upon submission of an unconditional and irrevocable performance bank guarantee ('PBG') and signing of the Agreement between WJCF and Selected Vendor(s).
- 14.7 The EMD shall be returned as is, without interest.
- 14.8 The amount of EMD would be forfeited in any of the following scenarios:
  - i. In case a Respondent withdraws the proposal prior to proposal validity period for any reason;

- ii. In case the Selected Vendor(s) refuses to accept and sign the Letter of Acceptance as specified in this RFP for any reason;
  - iii. In case the Selected Vendor(s) refuses to accept and sign the Agreement as specified in this RFP after signing of Letter of Acceptance for any reason.
  - iv. In case the Selected Vendor(s) fails to provide ABG or PBG on or before the day of signing of the Agreement;
  - v. In case a Respondent(s) makes any statement or encloses any form or document, which is false, incorrect and misleading or WJCF believes to be false, incorrect or misleading; or
  - vi. In case a Respondent(s) fails to disclose any information that is required to be disclosed by the Respondent(s) as per the terms of this RFP, which has an impact on the evaluation of the Respondent(s).
- 14.9 Please refer to **Appendix 4- EMD Letter & Appendix 5- EMD** in bank guarantee format (Appendix 5 to be filled only by those agencies who are submitting EMD in the form of bank guarantee) for submission of Earnest Money Deposit.

## 15 Advance Bank Guarantee (ABG)

- 15.1 On receipt of a notification of award (also referred as letter of acceptance) from WJCF, the vendor(s) shall furnish an unconditional and irrevocable ABG, by way of advance security, **equivalent to ten percent (10%)** of the total phase wise order value (to cover the advance), at the date of signing of the Agreement or before the signing of the Agreement. Please refer to **Appendix-6-** Advance bank guarantee format to submit the ABG.
- 15.2 In case the vendor fails to submit ABG within the time stipulated, WJCF may at its sole discretion terminate/revoke the Letter of Acceptance without giving any notice, in addition to any other rights available to it under this RFP including forfeiture of the EMD.
- 15.3 The vendor shall ensure that the ABG is valid for the **entire duration of the delivery period for the respective phase, plus sixty (60) days (claim period)** beyond the duration of any contractual obligations. This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until the date of last delivery for the respective phase.
- 15.4 WJCF reserves the right to invoke the submitted ABG by the vendor in case of delay in delivery due to any reason, delivery failure against which the ABG is issued.

## 16 Performance Bank Guarantee (PBG)

- 16.1 On receipt of a notification of award (also referred as Letter of Acceptance) from WJCF, the Vendor shall furnish an unconditional and irrevocable PBG, by way of performance security, equivalent to **Ten percent (10%)** of the total contract value, at the date of signing of the Agreement or before the signing of the Agreement. Please refer to **Appendix-7-** performance bank guarantee format to submit the PBG
- 16.2 In case the Vendor fails to submit PBG within the time stipulated, WJCF may at its sole discretion terminate/revoke the Letter of Acceptance without giving any notice, in addition to any other rights available to it under this RFP including forfeiture of the EMD.
- 16.3 The Vendor(s) shall ensure that the PBG is valid for the **entire duration of the contract, plus sixty (60) days** beyond the duration of any contractual obligations, which includes warranty period as well.
- 16.4 In the event of non-performance of obligations or failure to meet the terms of the Agreement to be executed by the Vendor(s), WJCF shall be entitled to invoke the PBG without notice or right of demur to the Vendor(s).
- 16.5 WJCF reserves the right to recover any dues payable by the Vendor(s) from any amount outstanding to the credit of the Vendor, including adjustment / set off against pending bills and/or by invoking PBG.
- 16.6 WJCF reserves the right to transfer or assign the PBG at any time at its sole discretion to any other party until the term validity of all service agreements in the procurement.
- 16.7 WJCF reserves the right to surrender the submitted PBG by the Vendor(s) and inform Vendor(s) to reissue multiple PBG's (total sum amount of multiple PBG's shall be equivalent to original PBG at WJCF's sole discretion to any other party until the term validity of all service agreements in the procurement plus sixty (60) days beyond the duration of any contractual obligations, which includes warranty period as well. The expenditure towards surrendering the existing PBG and re-issuing of fresh PBG's in favor of any other party/(ies)/ agency/(ies) will be borne by the Vendor(s).

## 17 Authorised Signatory

- 17.1 The Respondent(s) shall indicate in their cover letter the authorized signatories who can discuss and correspond with WJCF, with regard to this RFP and the obligations under the Agreement to be executed.
- 17.2 In case of a company, the Respondent(s) at the time of submitting its proposal shall provide a power of attorney or a company secretary certified copy of the resolution of their Board, authorizing an official of the company to negotiate, discuss, sign agreements/contracts with WJCF.
- 17.3 In case the Respondent is a partnership/ Limited Liability Partnership ('LLP'), then the Respondent at the time of submitting its proposal shall submit a power of attorney authorizing a partner, an official of the LLP to negotiate, discuss, sign agreements/contracts with WJCF.
- 17.4 In case the respondent is any other registered entity/ registered legal entity other than aforementioned **(clauses no. 17.1 - 17.4)**, at the time of submitting its proposal, submit a power of attorney authorizing an official of the registered entity to negotiate, discuss, sign agreements/contracts with WJCF.

## 18 Proposal Validity

Technical and Financial Proposal should remain valid for the period of at least **six (6) months** from the last date for submission of the proposal as prescribed by WJCF. Any proposal valid for a shorter time shall be rejected by WJCF as non-responsive and incomplete. In case the last date of submission of proposal is extended, the Respondent(s) shall ensure that validity of proposal is reckoned from modified date for submission.

## 19 Evaluation process and criteria

### 19.1. Evaluation process

All technical proposal(s) and financial proposal submitted by the Respondent(s) and received by WJCF within the afore-stated last date for submission of proposal(s), the proposal(s) shall be evaluated and ranked by the RFP Evaluation Committee of WJCF based on a pre-determined evaluation scoring criteria mentioned in RFP.

- 19.1.1. WJCF reserves the right to modify the technical and financial evaluation process at any time during this RFP process before submission of technical and financial proposals by the prospective respondent, without assigning any reason, whatsoever, and without any prior notice to the Respondent(s).
- 19.1.2. Decision of WJCF shall be final and binding upon the respondents. WJCF's decision with respect to evaluation methodology and short-listing of Respondent(s) shall be final and no claims, whatsoever in this respect, shall be entertained.
- 19.1.3. In order to assist in the examination, any time during the process of evaluation, the RFP Evaluation Committee of WJCF may at its discretion ask specific clarification(s) from a Respondent or all Respondent(s) regarding their respective proposal's. The Respondent(s) must promptly provide these clarifications in writing *via* email.

### 19.2. Proposal evaluation methodology

The evaluation of technical proposals shall follow the step-by-step process described below.

Step	Description
<b>Step 1: Screening</b>	a) Upon receipt, the proposals will undergo screening based on the minimum qualifying criteria to ascertain their eligibility for further evaluation. Package not meeting the minimum qualifying criteria as outlined in the screening criteria listed below under the <b>clause no. 19.3.2</b> will be disqualified for further evaluation.
	b) Procurement team may request clarifications from the Respondent(s) regarding any questions that may arise.
	c) WJCF will make the final decision on qualifying proposals for progression to the next step of evaluation.
<b>Step 2: Technical Evaluation</b>	<ol style="list-style-type: none"> <li>a) Evaluation will be conducted for the qualified proposals during the Technical Evaluation process.</li> <li>b) Technical evaluation will comprise of two stages- 1) Desk review and 2) On-field demonstration, basis following methodology.</li> </ol>

	<p><b>Desk Review:</b> The package will be assessed and awarded marks for key identified specifications which are over and above the minimum criteria as defined in screening. Only scores of Desk review will be updated basis the product performance during the on-field demonstration.</p> <ul style="list-style-type: none"> <li>i. Evaluation parameters marked as Type-1 [Refer <b>clause no. 19.4.3</b>- Technical Evaluation table –Section A and Section B] will be evaluated during the desk review based on the technical narrative (claims/literature submitted and the evidence provided) received.</li> <li>ii. Evaluation parameters marked as Type-2 will be evaluated during the desk review on the basis technical narrative (claims/literature submitted and the evidence provided). Further the scores will be updated based on on-field demonstration (product performance, Technical Presentation and Q&amp;A) made by respondent.</li> <li>iii. Evaluation parameters marked as Type-3 parameters are very critical from product and implementation viewpoint. These parameters will be validated basis- “Yes/ No” criteria during the on-field demonstration. A solution that fails in any of the Type-3 parameter will be rejected in technical evaluation and the respondent(s) will not qualify for further financial evaluation.</li> </ul> <p><b>On-field demonstration:</b> The on-field demonstration will comprise of technical presentation, followed by demonstration of the proposed package and will be completed by a question &amp; answers round on one-to-one basis with the qualified respondents and the Technical Evaluation committee members. No additional marks will be awarded during on-field demonstration. Only scores of Desk review will be updated basis the product performance during the on-field demonstration.</p> <ul style="list-style-type: none"> <li>i. Evaluation parameters marked as Type-1 [Refer <b>clause no. 19.4.3</b> - Technical Evaluation table –Section A and Section B] will be evaluated during the desk review based on the technical narrative (claims/literature submitted and the evidence provided) received.</li> <li>ii. Evaluation parameters marked as Type-2 will be evaluated during the desk review on the basis technical narrative (claims/literature submitted and the evidence provided). Further the scores will be updated based on on-field demonstration (product performance, Technical Presentation and Q&amp;A) made by respondent.</li> <li>iii. Evaluation parameters marked as Type-3 parameters are very critical from product and implementation viewpoint. These parameters will be validated basis- “Yes/ No” criteria during the on-field demonstration. A solution that fails in any of the Type-3 parameters will be rejected in technical evaluation and the respondent(s) will not qualify for further financial evaluation.</li> </ul> <p>The respondent with the highest qualifying technical marks (as given by the evaluation committee) will be given a score of 100 and other respondents’ proposals will be given technical scores that are proportional to their marks with regard to the highest technical marks.</p>
<b>Step 3: Financial evaluation</b>	<p>A score out of 100 will be given based on the cost of the entire package, encompassing the device, software, accessories, service level agreements (SLAs), and licenses obtained. The respondent's financial proposal with the lowest bid (as validated by the evaluation committee) will be given a score of 100 and other proposals will be given financial scores that are proportional to their marks with regard to the lowest financial bid. For more details refer to <b>clause no. 19.5</b></p>



<b>Step 4: Combined final score &amp; selection</b>	a) The final score and ranking for submitted proposals will be determined by calculating a composite score, <b>comprising 70% technical score and 30% financial score.</b>
	b) Qualified Respondent(s) proposal will be ranked, and further selection will be done as per <b>clause no.19.6</b>
	c) Based on the ranking, <b>60% of the total quantity will be awarded to the bidder with the highest rank (R1).</b>
	d) <b>40% of the total quantity will be awarded to the second-ranked bidder (R2),</b> subject to successful score matching and price matching with the R1 bidder.
	e) The process of splitting of order shall be initiated as per <b>clause no.20</b>

### 19.3. Step 1: Screening

19.3.1. The primary objective of the screening process is to conduct a preliminary check on the submitted proposals to confirm their eligibility for further evaluation. During this phase, special attention will be given to ensure that all required information is present. In cases where certain details are found to be missing, the respective Respondent(s) will be promptly contacted via email to request the completion of the necessary information.

#### 19.3.2. Screening criteria and the Minimum Eligibility Requirements

S.No	Screening Criteria	Minimum Eligibility Requirement
<b>A. Administrative Requirements</b>		
<b>1</b>	<b>Earnest Money Deposit (EMD)</b>	EMD of amount <b>INR 20,00,000 (INR Twenty Lacs)</b> must be submitted to WJCF (as per the prescribed format in case of submission in the form of bank guarantee) along with the technical proposal, on or before the last date and time of RFP submission.  The Proposals received without EMD after the last date and time as specified in the RFP shall be summarily rejected without any further notice to the Respondent(s).
<b>2</b>	<b>Completeness of proposal</b>	All components of technical and financial proposal must be provided in prescribed format specified in the RFP. The proposal received in any other format shall be summarily rejected without any further notice to the respondent(s).

3	<p><b>Organisation registration</b></p> <p><b>In case the Respondent is a registered entity.</b></p> <p><b>In case the Respondent is a partnership,</b> the firm should be registered under Limited Liability Partnership Act, 2008, at least, for the last three years.</p> <p><b>In case the Respondent is an individual/ sole proprietorship</b></p>	<p><b>In the case of a company,</b> certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical proposal.</p> <p><b>In the case of partnership,</b> proof of partnership and relevant constituent documents including partnership agreement.</p> <p><b>In case of an individual/ sole proprietorship:</b> Respondent should submit registration certificate (if applicable)/ GST registration/ PAN card etc.</p> <p><b>Note: Proposal through joint venture/ consortium is not allowed.</b></p>
4	<p><b>Relationship between Respondent and any other Party(ies) involved in the delivery of proposed package</b></p>	<p><b>For individual/ proprietorship firm/ partnership firm - LLP/ company:</b> A copy of the Undertaking (legal document) between the Indian supplier/Distributor and the manufacturer(s)/ other parties (as applicable) is required.</p> <p><b>For all other Respondents:</b> This may include a legally binding document between the OEM &amp; respondent, authorizing the respondent to supply/service and sale of the proposed package /software's in India.</p>
5	<p><b>Company licenses</b></p>	<p>Import Export Licenses (as applicable)</p> <p>Any other registration/licenses/Approval as per Indian Law and Regulation as applicable</p>
<b>B. Regulatory approvals and licenses</b>		
	<p>The respondent needs to submit all necessary valid licenses, approval, certifications etc.as per Indian Regulation to operate and sell the package in India</p>	
6	<p><b>X-ray device</b></p>	<p>i. Respondent should provide below regulatory valid approval/certification for the proposed model issued by one or more Regulatory Authorities of the Founding Members of GHTF such as:</p> <p>a) US (US-FDA)</p> <p>b) EU(CE)</p> <p>c) Australia (Therapeutic Goods Administration)</p> <p>d) Canada (Health Canada)</p> <p>e) Japan (Ministry of Health, Labour and Welfare/ Pharmaceuticals and Medical Devices Agency)</p> <p>ii. National Regulatory Requirements</p> <p>a) Atomic Energy Regulatory Board (AERB) certification</p> <p>b) CDSCO as mandated under Medical Devices Rules 2017 and Medical Devices (Amendment) Rules 2020 as updated till the closing date of RFP</p> <p>iii. Imaging equipment (X-ray device) should be manufactured at a site compliant with the requirements ISO 13485 or an equivalent Quality Management System recognized by one of the Regulatory Authorities of the Founding Members of Global Harmonization Task Force (GHTF). Respondent should provide certification confirming compliance to the requirements.</p>



7	Detector	<div>i. Respondent should provide below regulatory valid approval/certification for the proposed model issued by one or more Regulatory Authorities of the Founding Members of GHTF such as:<div>a) US (US-FDA)</div><div>b) EU(CE)</div><div>c) Australia (Therapeutic Goods Administration)</div><div>d) Canada (Health Canada)</div><div>e) Japan (Ministry of Health, Labour and Welfare/Pharmaceuticals and Medical Devices Agency)</div></div> <div>ii. National Regulatory requirement-CDSCO as mandated under Medical Devices Rules 2017 and Medical Devices (Amendment) Rules 2020 as updated till the closing date of RFP</div> <div>iii. Respondent should provide Quality Management System compliance/certification to ISO13485, or an equivalent Quality Management System recognized by one of the Regulatory Authorities of the Founding Members of Global Harmonization Task Force (GHTF) for the manufacturing site of the detector.</div>
8	Supporting document/evidence	<div>All the valid regulatory approval/certification copy to be submitted with proposal as documentary evidence.</div> <div><b>Document requirement</b> Respondents who have valid certification and regulatory approvals as on “last date of submission of the bid” are only eligible to apply for this RFP In a scenario where the Respondent(s) fails to submit the valid certificates and regulatory approvals at the time of submission of proposal, will be rejected.</div>
C. Financial Health of Respondent		
9	Turnover (average of 3 years) of Indian registered Entity	<div>&gt;/= INR 20 crore (average of last 3 years). Audited financial statement for Financial Year,2021-22, 2022-23 and 2023-24.</div> <div><b>CA Certificate / auditors certificate needs to be submitted.</b></div>
10	Minimum Supplied Units in Past 3 years	The respondent should have supplied a minimum number of 50 such machines (preferably same or similar type) in last three years (i.e., 2022-23 ,2023-24 and 2024-25) of their operations.
D. Global Fund Quality Assurance		
11	Product manufacturing	Imaging equipment should be manufactured at a site compliant with the requirements of ISO 13485 or an equivalent Quality Management System recognized by one of the Regulatory Authorities of the Founding Members of Global Harmonization Task Force (GHTF).
12	Guidelines requirement	Unless otherwise clearly stated, All equipment and part to be compliant with WHO guidelines ( <a href="https://www.who.int/publications/i/item/9789240033818">https://www.who.int/publications/i/item/9789240033818</a> )
E. Technical requirements		
	System Composition Requirement	
13	System Composition	<div>Comprise of Core and Non-Core components (including accessories).</div> <div>Core component should be composed of following items-</div> <div><div>i. X-Ray Generator</div><div>ii. X-ray Generator Stand / Frame</div><div>iii. X-ray Detector</div></div>

		iv. X-ray Detector Stand/ Frame
		v. Laptop with operating system installed
		vi. Software/Hardware for data management and communication
		vii. Hard Travel case for packing and transportation- Hard transport case shall allow an easy and safe transportation of the entire portable digital X-ray system and accessories as mentioned-
		<b>A. Components must be included and secured within the hard travel case:</b> -Generator, Detector, Detector frame, Tripod Stands (for both generator and detector), Laptop, Power Bank, Charger, Charging Cables, Modem, GPS Tracking System and Radiation Stickers.
		<b>B. Separate component; not required to be within the Hard travel Case:</b> Lead apron and thyroid shield/collar and Extension Board
		Specification of Hard Travel Case-
		<ul style="list-style-type: none"> <li>a) Material should be indestructible resin propylene, light weight, provides high quality toughness, resistance and withstand harsh environmental condition</li> <li>b) Standard quality latching system (such as power claw)</li> <li>c) Reinforced metal padlock holes</li> <li>d) Wheels made of Polyurethane to withstand rough surfaces</li> <li>e) Stackable</li> <li>f) Waterproof resistance and certified to IP 67 rating</li> <li>g) 2-Stage Retractable Handle</li> <li>h) Side mounted spring- loaded handles</li> <li>i) Integrated Lid Stay</li> <li>j) Removable Lid</li> <li>k) Top and Bottom Panel Mount</li> <li>l) 100% Stainless Steel Hardware</li> <li>m) Must have automatic pressure release valve system</li> <li>n) Multi layered set of customizable inserts made of high-quality XLPE foam should be provided to store package components</li> </ul>
		viii. Radiation protection devices lead apron (Unit=2 nos.) and thyroid shield/collar(Unit= 2 nos.) as per AERB design guidelines)
		Specification details for Lead apron and thyroid shield/collar- <ul style="list-style-type: none"> <li>a. shoulder to knee length</li> <li>b. material should be as light as possible (i.e. lead-based composite or lead-free materials with high atomic numbers and low densities)</li> <li>c. at least 0.25 mm Pb protection equivalence (measured @ 90 kVp at least)</li> <li>d. adult size / adjustable front lead apron with Velcro / buckle</li> <li>e. weight of each apron provided less than 4 kgs</li> <li>f. one thyroid shield/collar to be provided with each apron</li> </ul>
		<b>Non-core component (including accessories)</b>
		i. Modem: to cover the range of approx.30-50m (Unit- 1 no.)
		ii. External charging system: the external power system(power bank) shall be able to charge all electric components (generator, detector and workstation) of the portable digital X-ray system with one output AC port.(Specification for power bank-Approx. 85,000-90,000 mAh, ~400-Watt, Lithium-Ion, Input 15V/2A, Output - AC 220V ~ 50HZ, Net Weight <3 Kg), (Unit- 1 no.)

		<p>iii. GPS tracking system with sim validity for two years to be provided/included with each unit of supply (Unit-1 no.)</p> <p>iv. Power strip/extension board with six numbers of power sockets option to be provided / included with each unit of supply (Unit-1 no.)</p> <p>v. Radiation hazard stickers and pregnancy warning stickers (Pack of 2 each) per package as per AERB guidelines, printed and pasted on foam board A4 size which can be reused at different location, local language of 30 states as per the state distribution list, two rolls of removal tape to be provided</p> <p>vi. Batteries for detector- as per standard package</p> <p>vii. Charger for detector batteries (Unit – 1 no.)</p> <p>viii. Charger for generator (in case the battery is not inbuilt) (Unit- 1 no.)</p> <p>ix. Charging cables for each part/accessory (generator+ detector+laptop+power bank+ modem) (Unit- 1 no. For each component)</p>
14	<b>Weight of the Package (core+non-core components)</b>	<p>i. X-ray Generator total weight should be less than 20 kg (with battery).</p> <p>ii. Total weight of the complete package should not be higher than 30 kg, including: Hard travel case, Generator, Detector, Detector frame, Tripod Stands (for both generator and detector) Laptop, Power Bank, Charger, Charging Cables, Modem, GPS Tracking System and Radiation Stickers. Kindly note during demonstration lead apron , thyroid shield and extension board will not be a part of the component inside the hardcase and thus will not be considered while evaluating weight of package criteria .</p>
15	<b>Portability</b>	System designed to be fully and easily portable
	<b>X-ray generator</b>	
16	<b>High frequency X-ray generator</b>	<p>i. The machine should be capable of operating at any range of voltage from 40kv to 130kv, and preferably with a maximum voltage of at least 90kv</p> <p>ii. X-ray generator current-time range must include the range from 0.5 to 2.5 mAs (better with minimum range at least: from 0.3 up to 100 mAs) and preferably digitally displayed</p> <p>iii. Maximum current should be at least 2mA and preferably up to 20mA or higher</p> <p>iv. X-ray generator to be supplied with all needed cables</p>
17	<b>X-ray Generator Stand/Frame</b>	Suitable portable light weight tripod stand with vertical movement range (50-150cm) from ground
18	<b>X-ray tube and collimator</b>	<p>i. Focal spot and rotating anode: Stationary or rotating (better) anode with focal spot size less than 1.3mm</p> <p>ii. Heat storage capacity of the anode from 6,000 HU to 10,000 HU, preferably higher.</p> <p>iii. Collimator with patient centering light. Total filtration with collimator not lower than 2.5 mm @70kV (or calculated on the product voltage available) Al equivalent (10)</p>

19	<b>Exposure features</b>	<p>i. The radiation exposure time should be settable between 0.04 to at least 0.5 s (better with minimum range at least: from 0.01 to 4.0 s), with at least 20 steps to allow imaging of any anatomy with minimal radiation exposure as per ALARA (as Low as reasonably achievable) guidelines.</p> <p>ii. Maximum exposure switch operating distance to be specified as well as the optimal source-image distance (SID)</p> <p>iii. Exposure release switch, preferably detachable, cordless remote control even more preferable.</p>
	<b>Detector</b>	
20	<b>Dimensions of the detector</b>	Active detector area not less than 35*43cm
21	<b>Detector characteristics</b>	<p>i. Preferably, DQE, detective quantum efficiency @ RQA5 at least 70% (better: at least 80%) @0.1lp/mm</p> <p>ii. Pixel Pitch: not greater than approximately 150µm</p> <p>iii. Dynamic range of A/D converter at least 14 bit (preferably 16 bit) or at least 10 pixels resolution</p> <p>iv. X-ray generator and flat panel detector can be positioned to image required body part</p> <p>v. Time to display image after exposure no longer than 10 sec</p> <p>vi. X-ray detector to be supplied with all needed cables</p> <p>vii. X-ray Detector total weight (with battery) less than 5 kg.</p> <p>iii. The detector must be solid, sealed, water resistant, dust resistant and with appropriate certifications for these parameters.</p> <p><b>Preference will be given to detectors which are non-fragile, shock proof, fall proof or with any protective covering to limit the fall/damage of the detector</b></p>
22	<b>Spatial resolution of detector</b>	Spatial resolution not less than 3 lp/mm (better: at least 3.5 lp/mm)
23	<b>Detector connectivity to workstation capabilities</b>	Wire and wireless communication required between detector and laptop
24	<b>Stands / frame</b>	Suitable portable light weight tripod stand with vertical movement range (50-150cm) from ground
	<b>Environment requirements</b>	
25	<b>Storage and Operating condition</b>	<p>i. Storage condition: Ambient temperature range from +10° to +50°C at a relative humidity range from 15 to 80%.</p> <p>ii. Operating Condition: Ambient temperature from +15° to at least +30°C, preferably up to +50° and relative humidity from at least 15% to 70%, preferably up to 95%</p> <p>iii. System should withstand varied and extreme climatic condition in India in terms of storage and operations.</p>
	<b>Acquisition software</b>	
26	<b>Acquisition software</b>	i. Acquisition software should be compatible with PACS/ DICOM 3.0 servers and provide high quality jpg/ png images

		ii. Image processing (clip, zoom, magnifier, invert, rotate, flip, annotations, measurements, digital collimation, etc.), image view, detail enhancement and noise suppression, tissue equalization
	Laptop with operating system installed	
27	System features	i. DR console should be offered on a laptop with at least 14" screen of reputed make. ii. Minimum specifications: 11th Gen processor with at least 64GB RAM & 1TB SDD
28	Security / theft mitigation; cybersecurity	Cybersecurity: Laptop and detector should have system specific security to protect personal data and scans
	Utility requirements	
29	Electrical supply	i. X-ray Generator and Detector powered by rechargeable batteries (preferably with the capability for both devices to be charged during operations). ii. Battery recharging time less than 6 hours (both for Generator and Detector). iii. The battery back-up related to the whole system (Generator, detector and workstation) allow at least 80 chest X-ray exposures per charge iv. Recharge power source: AC power input to be 120 or 220 VAC +/- 10%, 50/60Hz, single phase, fitted with compatible mains plug (if applicable: appropriate transformer /condenser array to be included).
3230	Safety standard As per the WHO Guidelines, reference to the last available version is recommended but compliance to previous standards versions could be considered (as/when applicable).	i. IEC 60601-1:2005+AMD1:2012 +AMD2:2020 Medical electrical equipment - Part 1: General requirements for basic safety and essential performance. ii. IEC 60601-1-2:2014 +AMD1:2020 Medical electrical equipment – Part 1-2: General requirements for basic safety and essential performance – Collateral standard: Electromagnetic compatibility – Requirements and tests; iii. IEC 60336:2020 X-ray tube assemblies for medical diagnosis – Characteristics of focal spots. iv. IEC 60601-1-3:2008+AMD1:2013 +AMD2:2021 Part 1-3: General requirements for basic safety and essential performance – Collateral standard: Radiation protection in diagnostic X-ray equipment v. IEC 60601-2-28:2017 Part 2-28: Particular requirements for the basic safety and essential performance of X-ray tube assemblies for medical diagnosis Documentation requirement-Respondent to submit the relevant valid standard certificate with the proposal
F. Service level agreements		
	Warranty	
31	Complete warranty coverage for entire system	1 (one) year starting as of date of successful on-site installation.

32	<b>Corrective maintenance lead time</b>	Issue resolution between 3-5 working days from the date of issue reporting (a plan covering corrective maintenance lead time must be provided in the technical narrative.)
33	<b>For Software related issues</b>	Remote maintenance/intervention should be available within 1 working day (a plan covering software related issues’ lead time must be provided in the technical narrative.)
34	<b>Operating life</b>	Undertaking/Self declaration should be submitted by Respondent in the format provided in <b>Annexure 11</b> for following- i. Minimum 5 years of operating life for X-ray device and detector excluding batteries. ii. Maximum operating life for X-ray device and detector.
35	<b>Spare availability</b>	Undertaking/Self declaration should be submitted by Respondent in the format provided in <b>Annexure 11</b> for following- i. Stock availability of 5% of spare part for resolution of any breakdown during 1 year of warranty period ii. Availability of spare parts for at least 10 years
<b>G. Other document requirements</b>		
36	<b>Format of Appendices provided in the Link to be submitted by Respondent along with the Technical Proposal narrative.</b>	<a href="https://clintonhealth.box.com/s/yweewq1x70h5auhe9cbugtobf3hg5f9g">https://clintonhealth.box.com/s/yweewq1x70h5auhe9cbugtobf3hg5f9g</a>
37	<b>Factory acceptance test (FAT)</b>	i. The X-ray device (generator and its subcomponent) and detector prior to shipment should be tested for conformity of the system with the manufacturer’s performance specifications and the minimum requirements specified covering radiation exposure test, battery life, shock and drop proof test report for device and detector. Sample FAT report should be submitted along with proposal.
		ii. Self-declaration/Undertaking from Respondent(s) to be submitted along with the proposal stating that “The FAT report will be submitted with each X-ray device (generator and its subcomponents) and detector at the time of delivery of each X-ray device (generator and its sub components) and detector to the respective consignee
38	<b>Standard Compliance for Non-Medical accessories</b>	<b>(i) CE /BIS certified and copy of certificate mandatory to be submitted with the proposal.- Valid CE certification copy for Electrical Conformity must be submitted for electrical accessories, specific to Power bank, laptop and Modem</b>
		<b>(ii) Self-declaration letter from respondent is mandatory and to be submitted with the proposal.</b> Confirmation from manufacturers for X-ray device and detector that the proposed non-medical accessories are matching the technical specifications required to perform the required function and compatible with the principal device, detector and software
<i>*The financial health criteria will be assessed in conjunction with each other to assess overall financial health</i>		

Please fill Annexure F - Checklist format- Administrative and Technical criteria for the respondents to indicate whether they have submitted the required documents and/or meet the minimum eligibility criteria mentioned above.

**19.4. Step 2: Technical Evaluation**

Under this step, technical proposal evaluation will be conducted basis desk review and on-field demonstration criteria.

**The maximum technical score is 300 and a respondent needs minimum score of 210 (70% of maximum technical score) to qualify in the technical round.**

**19.4.1. Desk Review:** The package will be assessed and awarded marks for key identified specifications which are over and above the minimum criteria as defined in screening. Only scores of Desk review will be updated basis the product performance during the on-field demonstration.

- There are 3 types of evaluation parameters i.e., Type-1, Type-2 and Type-3. The score assigned to each parameter is based on its criticality. The maximum score allocated is 30 while the minimum is 5, further a respondent can receive a score ranging from 100% to 0%, in the buckets of **100, 85, 70 and 0**.
- **Following methodology will be used -**
  - Evaluation parameters marked as Type-1 [Refer **clause no. 19.4.3-** Technical Evaluation table –Section A and Section B] will be evaluated during the desk review based on the technical narrative (claims/literature submitted and the evidence provided) received.
  - Evaluation parameters marked as Type-2 will be evaluated during the desk review based on technical narrative (claims/literature submitted and the evidence provided). Further the scores will be updated based on on-field demonstration (product performance, Technical Presentation and QnA) made by respondent.

**19.4.2. On-field demonstration:** The on-field demonstration will comprise of Technical presentation, followed by demonstration of the proposed package and will be completed by a question & answers round on one-to-one basis with the qualified respondents and the Technical Evaluation committee members. No additional marks will be awarded during on-field demonstration. Only scores of Desk review will be updated basis the product performance during the on-field demonstration.

- **Following methodology will be used -**
  - Evaluation parameters marked as Type-2 will be evaluated during the desk review based on technical narrative (claims/literature submitted and the evidence provided). Further the scores will be updated based on on-field demonstration (complete package demonstration, solution performance, Technical Presentation and QnA) made by respondent.
  - Evaluation parameters marked as Type-3 parameters are very critical from product and implementation viewpoint. These parameters will be validated basis- “Yes/ No” criteria during the on-field demonstration. A solution that fails in any of the Type 3 parameters will be rejected in technical evaluation and the respondent(s) will not qualify for further financial evaluation.
- The technical evaluation includes a mandatory on-field demonstration component for all qualified proposals. This opportunity is intended to verify the complete package, solution's performance and validate few critical claims made in the technical proposal.
- WJCF will schedule an on-field demonstration of the complete proposed package, to be conducted by the Qualified Respondent(s) in the presence of the Technical Evaluation Committee. The demonstration is expected to be scheduled within 3-4weeks after technical proposal submission for all Qualified proposals. In case the respondent(s) fails to organize the demonstration of the package on the scheduled date(due to exceptional circumstances), another date will be scheduled, failing which the proposal will be rejected. Please note, the qualified technical bidder should be prepared for a complete demonstration of the package, no demonstration will be undertaken for a partial package. In case of a **partial demonstration (i.e. where a bidder presents only a portion of the proposed package)** will not be considered as a **“failure to organize the demonstration” and evaluation will be done based on partial demonstration.**



- The demonstration of the proposed package by the Qualified Respondent(s) shall be held at WJCF Delhi office only and in the presence of all technical committee members and nominated observers/subject matter expert (s) by WJCF or WJCF's Donor.
- The Qualified Respondent(s) are required to furnish equipment/product list of all items offered as part of the package one day prior to on-field demonstration. Additionally, the Qualified Respondent(s) must take the necessary measures to ensure that all arrangements are in place for the seamless functionality of the complete proposed package.
- Following the demonstration, the Qualified Respondent(s) will be requested to participate in an in-person meeting to present the proposed package, presentation to address any queries.
- In the QCBS method, the bidder secured the highest technical marks (as given by the evaluation committee) will be given a score of 100. Other bidders will be given technical scores that are proportional to their marks relative to the highest technical marks.
  - **Technical Score of a Respondent (TS) = [Technical proposal marks of the Respondent in question/ Maximum Technical proposal marks) X 100] (rounded off to two decimal places).**

**A respondent that achieves a minimum score of 70% will qualify for the next round**

**Note:**

1. During the demonstration, If the respondent fails to showcase the complete package for whatever technical reason, the demonstration will be termed as unsuccessful, and the product will be disqualified.



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19.4.3 Technical Evaluation Table-

S. No	Parameter	Specs/ criteria	Evaluation Parameter Type	Maximum score	Scoring matrix			
					100%	85%	70%	0%
1	Weight of package							
A	X-ray generator Weight	X-ray Generator total weight should be less than 20 kg (with battery	Type-2	10	<=5 KG	>5 <=10 Kg	>10 <=20 KG	>20 KG
B	X-Ray Detector Weight	X-ray Detector total weight (with battery) should be less than 5 kg	Type-2	10	<=3 KG	-	>3 <=5KG	>5KG
C	Weight of package	Total weight of the complete system should not be higher than 30 kg, including Hard travel case, Generator, Detector, Detector frame, Tripod Stands(for both generator and detector) Laptop, Power Bank, Charger, Charging Cables, Modem, GPS Tracking System, and Radiation Stickers Kindly note during demonstration lead apron , thyroid shield and extension board will not be a part of the component inside the hardcase and thus will not be considered while evaluating weight of package criteria .	Type-2	30	<=20kg	>20 <=25kg	>25 <=30kg	>30kg
2	X-Ray Generator							

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<b>A</b>	<b>Voltage range:</b>  <i>Note: Technically Qualified respondent to carry dosimeter during the product demonstration</i>	The machine should be capable of operating at any range of voltage from 40kv to 130kv, and preferably with a maximum voltage of at least 90kv	Type-2	40	The product's maximum voltage is in the range of 110KV-130KV	The product's maximum voltage is in the range of 100KV-109KV	The product's maximum voltage is in the range of 90KV-99KV	The product's maximum voltage is less than 90KV
<b>B</b>	<b>Maximum current</b>	i. Maximum current should be at least 2mA (minimum range)	Type-2	10	Meets the specs	-	-	Does not meet the specs
		ii. Maximum current preferably up to 20 mA or higher (maximum range)	Type-2	20	More than 10 mA	More than 6 mA and less than or up to 10 mA	More than 2 mA and less than or up to 6 mA	Less than or up to 2 mA
<b>C</b>	<b>Exposure capacity</b>	The battery back-up related to the whole system (Generator, detector and workstation) allow at least 80 x-ray in one charge	Type-1	20	>150 exposures in one charge	120-149 exposures in one charge	80-119 exposures in one charge	<80 exposures in one charge
<b>3</b>	<b>X-Ray Detector</b>							
<b>A</b>	<b>DQE</b>	DQE, detective quantum efficiency @ RQA5 at least 70% (better: at least 80%) @0.1lp/mm	Type-1	30	>= 80%	>=75<80%	>=70<75%	<70%
<b>B</b>	<b>Spatial Resolution</b>	Spatial resolution not less than 3 lp/mm (better: at least 3.5 lp/mm	Type-1	5	>= 3.50 lp/mm	3.25 - 3.49 lp/mm	3.0-3.24 lp/mm	Does not meet minimum specs
<b>C</b>	<b>Radiation</b>	Does the detector has Automatic Exposure Detection feature?	Type-2	5	Yes, feature available	-	-	No, feature is not available
<b>D</b>	<b>Drop test</b>	Detector and/or protective case should withstand drop from 1 m	Type-1	10	Yes, meet the requirement	-	-	Does not meet the requirement
<b>4</b>	<b>Device operation-User friendliness</b>							

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<b>A</b>	<b>DAP</b>	Does the device has the feature of DAP(Dose Area Product) to record/display patient examination dose or alternatively software to calculated dose	Type-2	20	Yes, feature available	-	-	No, feature is not available
<b>B</b>	<b>Scan Parameter Selection</b>	Does the product have the preset feature to adjust scan parameters based on <u>physical characteristics of different types of adult patients</u> , like size differences between thin and obese patients	Type-2	20	Yes, meets the specs	-	-	Does not meet the specs
<b>5</b>	<b>Safety Features</b>							
<b>A</b>	<b>Generator safety</b>	Does the device go on standby mode automatically after inactivity and requires unlocking?	Type-2	10	Yes, feature available	-	-	No, feature is not available
<b>B</b>	<b>Operator Safety</b>	i. Whether the device comes with "High anode temperature alarm + automatic blockage for high tube temperature alarm feature	Type-2	10	Yes, both features are available	-	-	None of the feature is available
		ii. Availability of exposure switch or remote control for dose release						
<b>C</b>	<b>Quality of stands, frames(Generator)</b>	i. Stand/Frame capability: Capable to support and position X-ray generator for chest X-ray exams.	Type-2	10	Yes, Meets all the 3 criteria	Yes, Meets only 2 criteria	Yes, Meets 1 criteria	Does not meet the criteria
		ii. Rotation of 90 degrees around vertical axis						
		iii. Fully counterbalanced for safe and easy movement. The counterbalanced system to be specified, if any.						
<b>6</b>	<b>Company India presence and its</b>	i. In how many states of India does the respondent has presence?	Type-2	10	5 plus state	3-4 state	1-2 state	0 State

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	background-documentary proof	ii. How many years of experience does the respondent have in the health segment?	Type-2	10	3+ years	2-3 years	minimum 1 years	No experience in health segment, respondent has provided solution in other sectors
		iii. How many prior solution (portable device and ultraportable handheld digital X-ray device) deployment experiences does the respondents have?	Type-1	10	Deployment experience on field in >3 projects	Deployment experience on field in 2-3 projects	Deployment experience on field in atleast 1 projects	No track record
7	Respondent Technical proposal	Does the organization have Equipment Management System/Software with below mentioned modules-	Type-1					
		i. Asset Deployment module		2.5	Yes	-	-	No
		ii. Spare part replacement history( along with timelines)module		2.5	Yes	-	-	No
		iii. Complaint logged/Help line number along with tracking and resolutions module		2.5	Yes	-	-	No
		iv. Maintenance Schedule record		2.5	Yes	-	-	No
		Total Score		300				

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Section B					
	Critical Subjective Parameters -A solutions that fails in any of the critical parameters will be rejected in Technical evaluation and the respondent(s) will not qualify for financial evaluation			Criteria	
S.No.	Parameter	Specs/ criteria	Parameter Evaluation Type	Yes	No
1	Solution Integration of different subsystems	The integratedness of the solution will be assessed on	Type-3	High confidence of seamless integration	Low confidence of seamless integration
		i. The laptop configured with console should be connected with the detector			
		ii. The image from the detector should flow directly from the detector to the laptop console either automatically/or based on command from the operator.			
		iii. The connection between the detector and laptop requires to be wired and wireless			
		iv. Interoperability with other Software			
2	X-ray detector feature	Time to display image after exposure no longer than 10 secs.	Type-3	<= 10 secs	>10 secs

### 19.5. Step 3: Financial Proposal evaluation criteria

- 19.5.1. The financial proposal(s) of all Technical Qualified Respondent(s) will be considered for evaluation.
- 19.5.2. The Technical Qualified Respondent with lowest qualifying financial proposal (L1) will be awarded 100 score (amongst the Respondent(s) whose proposal were retained for financial evaluation). Financial scores for other than L1 Respondent's shall be evaluated using the following formula:

- **Financial Score of a Respondent (Fn) = [(lowest financial proposal/Financial proposal of the Respondent in question) X 100] (rounded off to two decimal places)**

### 19.6. Step 4: Combined and Final Evaluation

- 19.6.1. The final proposal will be evaluated on **quality and cost basis (QCBS)** manner where technical and financial scores secured by each Technical Qualified Respondent(s) shall be added using **weightage of 70% and 30%** respectively, to compute a combined proposal score as mentioned below:

$$\text{Final Score} = [(T/T_{\text{High}}) \times 0.7] + (C_{\text{Low}}/C) \times 0.3$$

**Where**

**T= the total Technical score awarded to the Bid.**

**T<sub>High</sub>=the Technical score achieved by the Bid that was scored best among all responsive Bids.**

**C=evaluated Bid price.**

**C<sub>Low</sub>=The lowest of all evaluated Bid price among responsive Bids**

- 19.6.2. The Technical Qualified Respondent securing the highest combined evaluation score will be adjudicated as **Rank1 Respondent**. The Technical Qualified Respondent securing the second highest combined score will be adjudicated as **Rank 2 Respondent** and thereon Technical Qualified Respondent(s) will be ranked.
- 19.6.3. In the event the proposal composite evaluation score is 'tied', the Technical Qualified Respondent securing the highest technical score will be considered as the Best Value Respondent. The Best Value Respondent will be considered as Rank 1 Respondent while the other Respondent will be considered as Rank 2 Respondent and thereon other respondents will be ranked.
- 19.6.4. WJCF reserves the right to negotiate with the Rank 1 Respondent. The selected Vendor shall be expected to enter an Agreement with the WJCF for the project's duration. In the event of a contract being awarded pursuant to this RFP, all the terms and conditions of the Agreement, this RFP, the Respondents' proposal and the Letter of Acceptance shall form part of the Agreement with the Selected Vendor ('**Agreement**'). In the event of a conflict between the Agreement and this RFP, the terms and conditions of the Agreement shall prevail.

## 20. Splitting of Order

- 20.1. The **Selected Vendor ranked first (R1) shall be awarded a minimum of 60% of the total order quantity (105 units)**. R1 must confirm acceptance of this award in writing within the stipulated time as communicated.
- 20.2. The **remaining 40% of the total order quantity (70 units) shall be offered to the Selected Vendor ranked second (R2)**, subject to the price matching conditions detailed in **clause no. 20.3**
- 20.3. Lower ranked bidders shall be approached sequentially in descending rank order (R2, followed by R3, R4....) if required. Each bidder shall have to respond to the price matching request with the stipulated time as communicated.
- 20.4. Lower Ranked Bidder will be asked to match price through price reduction and under no circumstances, the lower rank bidder can have a higher price than R1 bidder. The additional score (difference of score between the R1's and lower Ranked bidder's score) required to match R1's total score can only be gained through price reduction, as technical scores are fixed.
- 20.5. A target price for the specific Lower ranked bidder will be calculated by the procurement committee based on the formula:  
**Target price = Current quoted price of lower ranked bidder x [current final score of lower ranked bidder/R1's final score].**
- 20.6. If the target price is equal to or higher than R1's price, R1's price will prevail, and the lower-ranked bidder will be asked to match R1's price. If the target price is lower, the lower-ranked bidder will be asked to match the target price.

- 20.7. If R2 is unwilling or unable to match the price or fails to respond within the stipulated 2 business days, this will be treated as 'Not Accepted,' and the procurement committee will proceed to approach the next ranked bidder.
- 20.8. There will be no disclosure of R1's quoted price. The lower-ranked bidder will only receive the target price for matching purposes.
- 20.9. If no lower-ranked bidder can meet the price-matching conditions, R1 may be re-approached to fulfill the entire 100% order, thus concluding the procurement process.
- 20.10. In the event that the R1 or R2 bidder declares its inability to supply the allocated quantity 60% / 40% respectively or any part thereof, within the stipulated timeline as agreed, the remaining quantity may, at the discretion of the WJCF, be awarded to the next eligible bidder(s) in order ranking (i.e. R2, R3 and so on, subject to fulfillment of conditions mentioned in clause no 20.1 to 20.9

## **21. General Terms and Conditions**

- 21.1. All responses to this RFP should be in English language. All responses/proposals in furtherance of this RFP are to be submitted by the Respondent(s) shall be binding on such Respondent(s) for a **period of six (6) months** from the date of submission of a proposal unless such dates are extended by WJCF. WJCF shall have the right at its sole and absolute discretion to continue the assignment/Agreement on the Selected Vendor for future requirement for various items/activities as described in the RFP after expiry of the term of the Agreement.
- 21.2. All responses to this RFP including technical and financial proposals would be deemed to be irrevocable offers/proposals from the Respondent(s) and may be accepted by WJCF to form part of the final Agreement between WJCF and the Selected Vendor. Respondent(s) are required to submit a declaration-cum-undertaking (**Appendix 8**) from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and shall be deemed to be rejected.
- 21.3. The proposals once submitted cannot be withdrawn / modified after the last date for submission of the proposals unless specifically permitted or extended by WJCF.
- 21.4. The Respondent(s) are required to submit the line item-wise price as per financial template- **Annexure E**) provided by WJCF for all the components/services mentioned in the Terms of Reference and Scope of Work and all other requirements of this RFP.
- 21.5. It is mandatory to submit the details in the formats provided (both technical and financial proposal) along with this RFP duly filled in, along with the proposal. WJCF reserves the right not to allow / permit changes in the technical specifications and not to evaluate the proposal in case of non-submission of the technical and financial details in the required format or partial submission of technical and financial details.
- 21.6. Based on WJCF's requirements as listed in this RFP, the Respondent(s) should identify the best-suited product / solution that would meet WJCF's requirements and quote for the same. In case the Respondent(s) has quoted more than one model for the devices and/or any component thereof, and the Respondent(s) has not specified which particular model quoted by them needs to be considered, then the response may be considered as improper and the whole proposal submitted by the Respondent(s) may be rejected. The Respondent(s) is expected to provide the best option and quote for the same only.
- 21.7. In the event the Respondent(s) has not quoted for any mandatory items as required by WJCF and forming a part of this RFP, the same will be deemed to be quoted for/factored-in in the Respondent's proposal. WJCF ascertains and concludes that everything as mentioned in this RFP circulated to the Respondent(s) and responded to by the Respondent(s), have been quoted for by the Respondent(s), and there shall be no extra cost associated with the same in case the Respondent(s) has omitted to quote for any requirement specified in this RFP.
- 21.8. All out-of-pocket expenses, traveling, boarding and lodging expenses during the subsistence of the Agreement should be a part of the financial proposal submitted by the Respondent(s) to WJCF. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by WJCF. The Respondent cannot(s) take the plea of omitting any charges or costs and later lodge a claim on WJCF for the same.
- 21.9. The Respondent(s) at no point in time can excuse themselves from any claims by WJCF whatsoever for their deviations in conforming to the terms and conditions, payments schedules, splitting of order, time frame for delivery and supply of devices and other services etc., as mentioned in this RFP.

- Respondent(s) shall be entirely responsible for any deviations from the terms and conditions as proposed in this RFP.
- 21.10. Responses to this RFP should not be construed as an obligation on the part of WJCF to award any contract for any supply, delivery, services or combination thereof. Failure of WJCF to select a Respondent shall not result in any claim whatsoever against WJCF. WJCF reserves the right to reject any or all proposals in part or in full, without assigning any reason whatsoever.
- 21.11. By submitting a proposal, the Respondent(s) agree to promptly contract with WJCF for any work that may be awarded to the Respondent. Failure on the part of the Selected Vendor to execute the Agreement with WJCF shall relieve WJCF of any obligation to the vendor, and a different Respondent may be selected based on the selection process and criteria as per terms and conditions of the RFP.
- 21.12. The terms and conditions as specified in the RFP, the annexures and the appendix hereto are final and binding on the Respondent(s). In the event the Respondent(s) are not willing to accept the terms and conditions of this RFP, the Respondent(s) may be disqualified.
- 21.13. Any additional or different terms and conditions proposed by the Respondent(s) would be rejected unless expressly assented to and accepted in writing by WJCF.
- 21.14. The Selected Vendor(s) must strictly adhere to the delivery dates or timelines specified in the Scope of Work and Deliverables and Timelines. Failure to meet these delivery dates or timelines, unless it is due to reasons solely attributable to WJCF, would constitute a material breach of the Vendor's performance under the Agreement to be executed and/or the Agreement. In the event that WJCF is forced to terminate an awarded Agreement (relating to this RFP) due to the Vendor's inability to meet the established delivery timelines or failure to perform its obligations to the satisfaction of WJCF, then that WJCF shall forfeit the Performance Bank Guarantee as damages to WJCF, including re-procurement.
- 21.15. All terms and conditions including payments, schedules, time frame for expected deliverables and services as per this RFP shall remain unchanged unless explicitly communicated by WJCF in writing to the Respondent(s).
- 21.16. The Respondent(s) are advised to study all technical and commercial aspects, instructions, forms, terms and specifications in this RFP carefully. Failure to furnish all information required in this RFP or submission of a proposal not substantially responsive to this RFP in every respect shall be at the Respondent's risk and may result in the rejection of the proposal.
- 21.17. The proposals shall be submitted strictly in conformity with the specifications provided in this RFP and as per mandatory response format. The proposals not submitted in the prescribed format or incomplete in any manner are likely to be rejected.
- 21.18. WJCF is not responsible for non-receipt of proposals within the specified due date for any reason including network issues or holidays.
- 21.19. **Erasures or Alterations** – The proposals containing erasures or alterations shall not be considered. There should be no handwritten material, corrections or alterations in the proposals. Technical details in the proposal must be complete. Correct information of the services and deliverables being offered by the Respondent(s) must be specified. Filling-up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. WJCF may treat the offers not adhering to these guidelines as unacceptable and/or non-responsive.
- 21.20. **Right to Alter Quantities:** WJCF reserves the right to alter the requirements specified in this RFP. WJCF also reserves the right to add or delete one or more items from the list of items specified in this RFP. WJCF shall inform all Respondent(s) about such changes, if any, in writing. The Respondent(s) agree that WJCF has no limit on the additions or deletions on the items for the term of the Agreement. Further, the Respondent(s) agree that the prices quoted by the Respondent(s) would be proportionately adjusted with such additions or deletions in quantities.
- 21.21. **Option clause:** WJCF reserves the right to increase or decrease the quantity of goods to be procured under this Agreement up to  $\pm 50\%$  of the originally contracted quantity, at the same unit price and under the same terms and conditions. This option will be available to WJCF till the fulfillment of delivery of 175 devices at the site. The Respondent(s) must confirm their acceptance of this option for inclusion in the Agreement. The decision to exercise this option or not will be at the sole discretion of the WJCF and the decision of WJCF in this regard shall be final. No claims relating to this clause shall be entertained by WJCF at any point. However, this is only an optional clause and will not impact the procurement process in any manner.



- 21.22. **Collusion:** The respondent(s) are strictly prohibited from colluding with other parties interested in the contract as such acts of collusion have the potential to impair the transparency, fairness, and progress of the bidding process, proposal evaluation, contracting and implementation of the contract.
- 21.23. **Ancillary and Incidental Services:** The Respondent(s) shall provide all the deliverables and services as specified in this RFP. The price for performing any required incidental services by the Selected Vendor(s) shall be deemed to be included in the value of the Agreement. Considering the enormity of the assignment, any service which forms a part of the Scope of Work that is not explicitly mentioned in the said Scope of Work as excluded would form part of this RFP, and the Respondent(s) are expected to provide the same at no additional cost to WJCF. The Respondent(s) need to consider and envisage all services that would be required for performance of the obligations described in this RFP and ensure that the same is delivered to WJCF. WJCF shall not accept any plea of the Respondent(s), at a later date, for omission of services on the pretext that the same was not explicitly mentioned in the RFP.
- 21.24. **Letter of Undertaking from Original Equipment Manufacturer (OEM) (Appendix 11):** The Respondent(s) shall furnish a letter from OEM authorizing the Respondent to quote for OEM's product in response to this RFP. The said letter should also propose to extend the required support from the OEM in respect of the items stipulated in the RFP.
- 21.25. **Undertaking on Information Security (Appendix 12):** The Respondent(s), OEM, shall furnish a letter providing an undertaking on Information Security of Authenticity for devices and/or software supplied.
- 21.26. **Sub-contracting:** The Respondent(s) shall perform their obligations under this RFP as independent contractors and may engage subcontractors to perform any of the deliverables or services with prior permission from WJCF. Respondent(s) must disclose the subcontractors' details for the services outsourced, at the time of Technical proposal submission. All subcontractors must be specified at Technical proposal stage. Any change to this during the project timeframe, must be done in consultation with WJCF.
- 21.27. In case of Sub-contracting the sub-contractors may only be engaged for the following specific roles:
- Manufacturer of the X-ray generator or its authorized representative to supply the X-ray generator and provide after sales support
  - Manufacturer of the Detector or its authorized representative to supply the Detector and provide after sales support.
  - In cases where the manufacturer / authorized representative of both the X-ray generator and detector are same entity, only one subcontractor will be permitted.
  - There shall be one designated lead bidder who will be solely responsible for the overall coordination of the project, communication with the authorities for various certifications, end-to-end delivery and implementation, after-sales services, billing and financial management, and administrative tasks related to execution and reporting etc.
  - Following the award of the contract, further sub-contracting can be permitted only after the approval from the Global Fund.
- 21.28. Neither does this RFP nor the Respondent(s) performance of obligations under this RFP create an association, partnership, , or relationship of principal and agent, master and servant, or employer and employee, between WJCF and the Respondent(s) or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 21.29. The Respondent(s) shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors (if permitted by WJCF) and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of WJCF, nor seek to be treated as employees of WJCF for any purpose, including claims of entitlement to benefits provided by WJCF, or for any kind of income or benefits. The Respondent(s) alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor; and the Respondent(s) shall make all required payments and deposits of statutory dues and taxes in a timely manner.
- 21.30. All sub-contractor's (if permitted by WJCF) and/or partners of the Selected vendor(s) shall be deemed to be a party to the NDA to be signed between the Selected vendor(s) and WJCF, and therefore the

Selected vendor(s) shall be liable to ensure that such sub-contractor and/or partner of the Respondent(s) shall execute the NDA.

**21.31. Waiver:**

- i. The rights, powers, privileges and remedies provided in this RFP are cumulative and are not exclusive of any rights, powers, privileges or remedies otherwise available to either party under law or equity.
- ii. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this RFP shall in any manner impair or affect the exercise thereof or operate as a waiver there in whole or in part,
- iii. No single or partial exercise of any right, power, privilege or remedy under this RFP shall prevent any further or otherwise exercise thereof or the exercise of any right, power, privilege or remedy.

**21.32. Compliance in obtaining approvals/permissions/licenses:** The Respondent(s) shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes under the terms of this RFP or for the conduct of their own business under any applicable law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, the Vendor(s) shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate WJCF and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure of the Vendors' part to conform or comply with the above and all other statutory obligations arising therefrom and WJCF may give notice of any such claim or demand of liability within reasonable time to the Vendor. The Vendor are not absolved from their responsibility of complying with the statutory obligations as specified above.

**21.33. Negligence:** In connection with the work or any contravention of the provisions of RFP or the Agreement to be executed, if the Vendor(s) neglect to execute the work in accordance with the terms of this RFP, its proposal or the Agreement to be executed, in such eventuality, WJCF may after giving notice in writing to the Vendor(s) calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, would entitle WJCF to terminate the Agreement.

**21.34. Liability:** The Respondents' aggregate liability in connection with obligations undertaken within the scope of this RFP, regardless of the form or nature of the action giving rise to such liability (whether in Agreement, tort or otherwise), shall not be limited in any manner whatsoever. WJCF shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Vendor (s) as part of this RFP. In no event shall WJCF be liable for any incidental or consequential damages or liability, under or in connection with or arising out of this RFP and any subsequent agreement.

**21.35. Exemption Requests:** If any Respondent believes that their proposal warrants reasonable exemption from applicability of any eligibility criteria or requirement set out in this RFP, the Respondent may submit an exemption request in the form of a letter along with their proposal explaining reasons as to why the Respondent believes that their proposal warrants an exemption. However, the exemption shall be restricted to the meeting of the regulatory clearances after having submission of application to the concerned authorities, but it shall have to be submitted by the shortlisted vendor to WJCF before the onset of delivery process, WJCF shall exercise its discretion while reviewing such exemption requests and shall not be bound to accept any such request.

## **22. Financial -Terms and Conditions**

**22.1.** The Respondent(s) are required to quote in Indian Rupee (INR). Proposals in currencies other than INR shall not be considered.

**22.2.** The prices and other terms offered by Respondent(s) must be firm for an acceptance period of **six (6) months** from the date of submission of its proposal.

**22.3.** The financial proposal should give line item-wise all relevant price information including applicable levies / taxes / cess / duties etc. and should not contradict the technical proposal in any manner. There should be no hidden costs for items quoted in the financial proposal.

- 22.4. In case of any variation (upward or downward) in Government levies / taxes / cess / duties etc. In the event of changes in taxes affecting the total cost of input products or services, such adjustment shall not impact the contract price. However, any change in the percentage of GST applicable to supplies made by the vendor to WJCF will be duly reflected in the final price and must be honored by WJCF.
- 22.5. Provided that the benefit or burden of other taxes quoted separately as part of the commercial proposal such as Goods and Services Tax ('GST') and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of the financial proposal and which WJCF shall be liable to pay as per law, shall be passed on or adjusted to WJCF.
- 22.6. If the Respondent makes any conditional or vague offers, without conforming to these guidelines, WJCF shall its sole discretion to reject the whole proposal.
- 22.7. The Respondent(s) shall be required to produce and furnish necessary documentary evidence towards proof of payment of any tax/cess/duty, if applicable, and or other applicable levies.
- 22.8. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if WJCF has to pay the same for any of the items or supplies made hereunder by the Vendor(s) for any reason including the delay or failure or inability of the Vendor(s) to make payment for the same, WJCF has to be reimbursed such amounts paid, on being intimated to the Vendor(s) along with the documentary evidence. If the Vendor(s) does not reimburse the amount within a fortnight on being intimated, WJCF shall adjust the amount out of the payments due to the Vendor(s) from WJCF along with the interest calculated at 12% interest simple per annum.
- 22.9. WJCF is not responsible for the arithmetical accuracy of the proposal. The respondent (s) shall ensure all calculations are accurate. WJCF shall not be responsible for any assumptions made by the respondent(s) for any reasons whatsoever, at any point in time. WJCF at a later date shall not accept any plea of the Respondent(s) or changes in the commercial offer for any such assumptions.
- 22.10. Terms of payment as indicated in the Scope of Work shall be final and binding on the Vendor(s) and no interest will be payable by WJCF on outstanding amounts under any circumstances. If there are any clauses in the Vendors' invoices that are contrary to the terms of this RFP, the Vendor(s) should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the RFP and will not hold good against WJCF and that the Invoice would be governed by the terms contained in the Agreement concluded between WJCF and the Vendor".
- 22.11. WJCF ascertains and concludes that everything as mentioned in the RFP circulated to the Respondent(s) and responded by the Respondent(s) have been quoted by the Respondent(s), and there will be no extra cost associated with the same in case the Respondent(s) has not quoted for the same.
- 22.12. WJCF is not responsible for any assumptions or judgments made by the Vendor(s) for arriving at any type of costing. WJCF, at all times, will benchmark the performance of the Vendor(s) to this RFP and other documents circulated to the Vendor(s) and the expected service levels, as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Vendor(s) must make good the same at no extra costs to WJCF, in order to achieve the desired service levels for the performance of its obligations as per the requirements contained in this RFP. WJCF shall not be responsible for any assumptions made by the Vendor(s) and WJCF's interpretation shall be final and binding on the Vendor(s).

## **23. Representations**

- 23.1. The Respondent(s) covenants and represents to WJCF the following:
  - 23.1.1. The Respondent(s) represents and acknowledges it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP.
  - 23.1.2. The Respondent(s) represents and agrees that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the Scope of Work, as if such deliverables, services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Respondent(s) at no additional cost to WJCF.

- 23.1.3. The Respondent(s) also acknowledges and understands that WJCF relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Respondent(s) of responsibility for the performance of all provisions and terms and conditions of this RFP and that WJCF expects the Respondent(s) to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by WJCF, shall form a part of the final Agreement.
- 23.1.4. The Respondent(s) represent and acknowledge that the services provided and/or use of the same by WJCF shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Respondent(s) further represents that the documentation to be provided to WJCF shall contain a complete and accurate description of the deliverables and services (as applicable) and shall be prepared and maintained in accordance with the highest industry standards.
- 23.1.5. The Respondent(s) represent and agree to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the Respondent(s) for performance of the obligations of the Respondent(s). The Respondent(s) further agrees to inform and assist WJCF for procuring any registrations, permissions or approvals, which may at any time during the term of the Agreement be statutorily required to be obtained by WJCF for availing services from the Respondent(s).
- 23.1.6. The Respondent(s) represent and acknowledge that it is duly incorporated, validly existing and in good standing as per the laws of India where the Respondent(s) is incorporated.
- 23.1.7. The Respondent(s) represent and acknowledge that it has the power and authority to enter into agreements including the Agreement and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under the Agreement by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under the Agreement.
- 23.1.8. The Respondent(s) represent and acknowledge that it shall not violate or contravene any provision of its documents of incorporation;
- 23.1.9. The Respondent(s) represent and acknowledge that it shall not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, Respondent or authority by which it is bound or by which any of its properties or assets are bound;
- 23.1.10. The Respondent(s) represent and acknowledge that except to the extent that the same have been duly and properly completed or obtained, it shall not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, Respondent or authority, or any other entity or person whatsoever;
- 23.1.11. The Respondent(s) acknowledge and agree that it shall be the responsibility of the Vendor (s) to arrange / obtain necessary road permits or any other document for delivery of the material till WJCF's Project site(s). The vendor(s) shall arrange road permit/e-way bill for locations applicable at no extra cost to WJCF.
- 23.1.12. The Respondent(s) represent and acknowledge that to the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this RFP, and no document furnished or to be furnished to WJCF in connection with this RFP, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. The Respondent(s) further represents that there have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of the Respondent(s) and which have not been disclosed in any document submitted in response to this RFP, having a direct impact on the procurement contemplated hereunder.
- 23.1.13. The Respondent(s) represent and acknowledge that the Respondent(s) shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 23.1.14. The Respondent(s) acknowledge and agree that under no circumstance shall WJCF bear any costs incurred by the Respondent(s) for any discussion, pre-bid meeting, presentation, demonstrations etc. on proposals or the proposed Agreement or for any work performed in connection therewith.

## 24. Structure of Proposal:

24.1. A complete proposal will have the following components:

Complete proposal to include the following parts:	Format
Technical Proposal	
Part 1: Covering letter and declaration	Word/PDF
Part 2: Self-evaluated documents by Respondent(s)	
Part 2a: Checklist format _ Administrative and Technical Criteria (Annexure -F)	Excel
Part 2b: Technical Proposal [Refer Clause no. 24.1.2.2] [Narrative, sections defined in RFP]	Word
Part 2c: Technical Evaluation [Refer Clause no. 19.4.2]- On-field demonstration of the complete package and Presentation	Excel along with Supporting documents as applicable)
Part 3: Financial Proposal [Password Protected Excel template provided – Annexure-E] – to be submitted along with proposal by Respondent	Excel
Part 4: All supporting documentation	All supporting documents should be shared in PDF format with the file name following the below format <Respondent Name first four letter Type of Document Name> (e.g. ABCD organization AERB certificate should be named as ABCD_AERB)

Interested Respondent(s) shall submit detailed technical proposal that should include the following:

### 24.1.1. Part 1: Covering letter and Declaration.

Proposals must be accompanied by a covering letter on the letter head of the Respondent(s) reflecting the full registered and trading name(s), trading and registered office address, and business number of the Respondent(s). The letter must be signed by a person duly authorized to commit the Respondent to a binding Agreement. It must quote the RFP number and title. The Proposal must contain the documents/letters/declarations etc. listed out in **Appendix 1 and Appendix 2** of this RFP.

### 24.1.2. Part 2: Self-evaluated documents by Respondent(s)

#### 24.1.2.1. Part2a: Checklist Format- Administrative and Technical Criteria (Annexure-F)

– Respondent(s) self-declarations Checklist format [excel format] is provided as part of this RFP. The Respondent(s) is to fill out the checklist format and submit with all supporting documents for the claims made as per the document list and it is mandatory to specify the **FOLDER NAME, FILE NAME and PAGE NUMBER**. Incomplete sheets (Annexure F) and non -submission of supporting document may not be considered.

#### 24.1.2.2. Part2b: Technical Proposal [Narrative Sections]

Company India presence and its background

- Describe the organization(s), its core competencies, and organizational structure and supporting documentation for the key requirements mentioned below. Respondent(s) to refer the Technical Evaluation criteria in the RFP.
- CVs of key personnel /staff planned for this assignment should be submitted with the proposal. (Page limit(each) key personnel- 1 page). The team of personnel should collectively demonstrate expertise covering all areas relevant to the project.
- Strong network presence in India (State level)- Respondent(s) should have strong networking/strong background on PAN India level, highlighting the key states regarding their presence, details on projects/assignment undertaken, duration, key stakeholders involved, and client served/ being served. Description with an undertaking and relevant supporting document should be submitted.
- Experience in health segment - Respondent(s) should have strong networking presence in healthcare sector. Details on projects/assignment undertaken, duration, key stakeholders



involved, client served/ being served, client certificate. Description with an undertaking and relevant supporting document should be submitted.

- Previous experience in deployment of proposed solution (Portable and Ultraportable handheld digital x-ray device) – Do include the order volume, geographical diversity and experiences learned in this deployment.
  - Integration of portable and ultraportable handheld digital X-ray device as detailed in this RFP.
  - On-field performance and service of portable and ultraportable handheld digital X-ray device
  - Details of the server (s), geographic location, registration, access, and any other relevant information
  - For each of the assignments please mention the title, duration, client, total cost, role of organization, and brief description of services rendered by the organization.

**Proposed required plans.**

- Device delivery timelines – Respondent(s) to submit the Gantt chart for delivery of 175 units in different tranches as per RFP requirement.
- Training plan- Respondent(s) to provide a detailed training plan for training the field staff, clinicians on Ultraportable handheld digital X-ray device
- Installation and service maintenance plan and equipment management system/software
  - Respondent(s) to submit the installation plan covering the approach and methodology with respect to delivery timelines, highlighting their existing experience in states and districts and previous experience of large-scale deployment including their learnings.
  - Respondent(s) to submit the service maintenance plan related to package (Hardware +software), available standby/backup systems in case of major breakdown, Number of full-time service engineers, Number of service centers across India, Products preventive maintenance schedule and Historical maintenance problems observed in these units.
  - Organization capability with respect to inbuilt Equipment Management System/Software comprising of following-
    - i. Asset Deployment module
    - ii. Spare part replacement history (along with timelines) module
    - iii. Complaint logged/Help line number along with tracking and resolutions module.
    - iv. Maintenance Schedule record

**Operational approach [described in Annexure A: Terms of Reference-(Scope of Work)]**

- Operational plan: Detail the operational approach to the following:
- Preparatory phase – order placement, liaison with necessary stakeholders, application for regulatory approvals (if required), device registrations.
- Procurement phase – order receipt, import clearances, delivery, installation of devices, on-field completion of Quality Assurance (QA) and submission of the relevant completion reports.
- Training phase – training of project staff + field staff on device usage including operating, charging, transportation, storage, etc.
- Repair and maintenance schedule of procured goods & services.
- **Monitoring and contingency plan:** Describe the framework that will be used to monitor and evaluate the device + software performance, processes, outputs and outcomes. Mention the contingency plan for a device + software unit that is recurrently faulty.
- **Data management and confidentiality:** Describe how the Respondent will ensure compliance with any ethical guidelines, including how data will be kept confidential and secure during project execution.

**Key deliverables and timelines**

- Demonstrate capabilities to fulfill delivery and timeline requirements detailed in Key Deliverables and Timelines.

**Note: Page limit: 5 for each organization in Arial font size 11**

**24.1.2.3. Part 2c: On-field demonstration**

- This component will follow after submission of initial written proposals. WJCF will reach out to the Respondent to set up time and place of demonstrations of the proposed device package and presentation by respondent on company's background and experience in deployment of solution (Ultraportable handheld digital X-ray device)
- The evaluation shall be based on review of desk review parameters and critical parameters such as integration of solution, portability, collimation, detector drop test, detector exposure feature etc.

**24.1.2.4. Part 3: Financial proposal**

- The Financial proposal must contain the proposed cost for the package to accomplish the complete Scope of Work with detailed breakup as per financial template **Annexure-E**.
- All amounts quoted must be in INR. The Respondent(s) should provide a detailed financial proposal providing justifications and calculations for all the parameters.

**Only those proposals containing all above components will be considered for evaluation**

## 25. Annexure A - Terms of Reference

### 25.1. Project design

#### Objective

The primary objective of the project is to improve the screening and diagnosis of TB amongst high-risk communities of India. WJCF will procure the Ultraportable handheld digital X-ray device and operationalise it across the identified districts in various States of India.

This project aims to:

(a) Design and execute tender for the procurement of Ultraportable handheld digital X-ray device

(b) Align with Program divisions on methodology for deploying the procured Ultraportable handheld digital X-ray device units and coordinate to ensure smooth delivery and installation

#### Use Case:

The Ultraportable handheld digital X-ray device units will be used in below mentioned use case. This is shared to improve the understanding of **Respondent(s)** on the unit's deployment and the envisioned use case.

#### Inclusion Criteria:

- Target Group: Vulnerable and Symptomatic Individuals
- Gender: Male and Females
- Age Group: Age 15 and above<sup>2</sup>
- Symptoms (1 or more) and other risk factors:

TB Symptoms – Adults	TB Risk Factors – Adults
<ul style="list-style-type: none"> <li>▪ Cough for 5+ days</li> <li>▪ Fever for 5+ days</li> <li>▪ Blood in sputum in the past 6 months</li> <li>▪ Night Chills for 5+ days</li> <li>▪ Unintended significant weight loss in the last 3 months</li> </ul>	<ul style="list-style-type: none"> <li>▪ Diabetes</li> <li>▪ Cancer</li> <li>▪ Liver/kidney disease</li> <li>▪ COPD/asthma</li> <li>▪ Current smoker</li> <li>▪ Current use of alcohol (frequency of use – greater than once a week)</li> <li>▪ History of TB</li> <li>▪ Contact with TB patient</li> <li>▪ Health care worker</li> <li>▪ Occupation - Currently employed as a construction worker/exposure to silica etc. Key industries<sup>3</sup> include:                             <ul style="list-style-type: none"> <li>a) Miners</li> <li>b) Stone Crushers</li> <li>c) Cotton Mills</li> <li>d) Tea Gardens</li> <li>e) Glass and weaving industries</li> <li>f) Other unorganized labor</li> </ul> </li> </ul>

#### Project geographic coverage

- All across India, between 80-150 districts. The district list will be shared at the time of signing of contract.
- Project site(s) shall be finalized based on pre-decided criteria for the project;
- Project site(s) shall be representative of the national landscape, in terms of:
  - Urban/ Rural
  - Population density.

<sup>2</sup> WHO recommends testing of individuals above the age of 15 using CAD [StopTB Report]

<sup>3</sup> Employer Led Model for Tuberculosis Care & Prevention, Operational Guidelines.

<https://tbcindia.gov.in/WriteReadData/Reach%20ELM%20Operational%20Manual.pdf>



- TB burden

### **Project design**

A hybrid model is to be adopted to execute the project, using a mix of active and passive case finding methods:

- Active case finding (ACF): Community camps, workplace lung health camps.
- Passive case finding: Placement of device unit at primary health centers (PHCs) of districts identified.

In the hybrid model, each device shall be kept at a PHC facility for a fixed duration in a week, during which time there will be awareness generation for scheduled ACF camp.

### **Active Case Finding**

#### **ACF community camps**

The Ultraportable handheld digital X ray devices can act as a viable and efficient TB screening service at a community level. The devices will be setup locally and individuals identified as eligible for screening can get screened at a walking distance thus reducing patient travel and cost.

#### **Geographic location**

- Rural Areas – Villages (sub-centre level)
- Urban Areas – apart from PHCs, given the disproportionate TB burden in urban slum areas/night shelters, such areas will be targeted during ACF activity.<sup>4 5</sup>

#### **Frequency and timings:**

- The community camp shall be in the same location on two consecutive days in a week. Timings for camps shall be a mix of morning and evening camps, to maximize outreach in a particular location.
- Varied timings of the camp shall help augment footfall of the young and working population without incurring loss of wages. The weekday camps can be scheduled to run till late evenings (post 6:00 P.M) so that all working individuals are available to attend. Lastly, WJCF shall be avoiding auspicious days for religion or weddings will help mitigate low footfall if any.

#### **Workplace lung health camps**

- Identification and outreach for Workplace Lung Health Camps shall be by identifying organizations in high-risk industries.
- Individuals working in or associated with some specific industries in India are highly vulnerable to TB. The National Strategic Plan (NSP) lists priority occupational groups of workers at a higher risk of contracting TB. These include miners, workers employed in stone crushers, cotton mills, tea gardens, construction, glass and weaving industries, unorganized labor etc. These groups also comprise of low care seeking individuals due to lack of awareness of risk of TB and related symptoms, and access to quality diagnosis and treatment facilities.
- The Ultraportable handheld digital X ray devices can act as an effective TB screening service for a Workplace Lung Health Camp. The devices will be set up near the workplace and workers identified as eligible for screening can get screened at a walking distance thus reducing patient travel and cost.

### **Operations**

- All attendees at the camps will first undergo symptom screening.
- All symptomatic and vulnerable individuals will be registered on the Ultraportable handheld digital X-ray device CAD app/form for identification of scans. All registered and symptom screened individuals will get a CXR.
- All individuals with 'TB related abnormalities' as suggested by the CAD will be asked to provide a spot sputum sample for confirmatory diagnosis. All samples will be transported to the nearest NAAT site for diagnosis at the end of the camp.
- All individuals with 'non-TB related abnormalities' as suggested by CAD will be referred to the nearest PHCs for further check-up. A collated contact sheet of all such individuals will be shared with the PHC staff for follow up.

<sup>4</sup> RNTCP, "Revised National TB Control Programme. National Strategic Plan for Tuberculosis Elimination," 2017

<sup>5</sup> Cilloni, 2021. Modelling active case-finding strategies for tuberculosis in urban India.

<https://spiral.imperial.ac.uk/bitstream/10044/1/91055/1/Cilloni-L-2021-PhD-Thesis.pdf>

#### Precautions taken

- The X-ray Technician will be trained to use the exposure switch (with wire)/remote control switch each time an X ray is taken. This will help technician remain out of the 2-metre radius of the radiation.
- Lead apron and radiation monitoring badge will be provided to the Technician. The monitoring badge will be checked for radiation level post every district completion.
- Proper signage will be put outside the testing area.
- Only the Technician and the person getting tested will be present in the room at the time of the X ray.
- All symptom screening and health check-up will happen in a nearby area.
- Appropriate distance between the testing room and the waiting area will be maintained.
- All COVID related norms will be followed at the Project site(s) (masks, sanitizers, social distancing etc.)

#### Passive case finding

##### Device installation at Primary health centres (PHCs)

Primary Health Centres (PHCs) in India are the first point of contact for many individuals seeking care specially in the rural areas. These centres are not designated to have on site X-ray facilities. Individuals prescribed a Chest X-ray (CXR) are referred to either tertiary hospitals or private facilities for the same. WJCF proposes to bridge the TB screening gap at the PHC level. The ultraportable handheld digital X-ray devices will be setup inside the PHCs and individuals seeking care at these centres identified as eligible for screening can get screened on site thus reducing patient travel and cost.

Besides individuals seeking care at the PHCs, awareness generation activities will be conducted in nearby villages, slum areas and night shelters to encourage people to get tested at the PHC.

#### Monitoring and Evaluation Framework

##### Outcome indicator monitoring

The key outcome indicators will be monitored at the backend:

- Gender split and age distribution of attendees (Numbers/Proportion)
- Number of vulnerable / symptomatic identified
- Number of Visitors at Camp (Daily)
- Number of sputum samples collected
- Number of X-rays taken
- Number of X-rays suggestive of TB
- Number of X-rays indicating Old TB
- Number of X-rays with other chest abnormalities
- Number of TB patients (microbiological confirmation)

#### 25.2. Schedule of Requirement for Ultraportable handheld digital X-ray devices along with necessary licenses, registration, and approvals in India with one (1) year of warranty.

One complete package includes X-ray Device with in build battery, X-ray Detector with 2 batteries, acquisition software, RIS, stand for device and detector, External Charging system, Laptop, Lead Aprons+ thyroid shield (2+2), radiation hazard + pregnancy warning stickers (2+2), GPS tracking system, Modem, chargers and charging cable (1 Lot), Hard case along with Add-on items as per S.No. C of schedule of requirement

S. No	Requirement Detail	Total Qty	Delivery Phase wise breakup	
A	Core component should be composed of following items-		I	II
1	X-Ray Device with inbuilt battery	175	103	72
2	X-ray Generator Stand / Frame	175	103	72
3	X-ray Detector with Battery	175	103	72
4	X-ray Detector Stand/ Frame	175	103	72

**Selection of Vendor(s) for procurement and installation of complete packages of quality assured ultraportable handheld digital x-ray device.**

5	Laptop with operating system installed	175	103	72
6	Software/Hardware for data management and communication inclusive of : <b>1) Acquisition software</b> and <b>2) National level Radiology Information System (RIS)</b> has been built for Program and performance monitoring of all devices. At the time of delivery of devices, the vendor will be required to integrate the RIS workflow in their laptop for the end users to use the same Information system. The vendor may be required to integrate the with CAD with RIS. 3) any other software as per complete package offered against the RFP requirements	175	103	72
7	Hard Travel case for packing and transportation- Hard transport case shall allow an easy and safe transportation of the entire portable digital X-ray system and accessories as mentioned A) <b>Components must be included and secured inside hard travel case</b> Generator, Detector, Detector frame, Tripod Stands(for both generator and detector), Laptop, Power Bank, Charger, Charging Cables, Modem, GPS Tracking System and Radiation Stickers. B) <b>Separate component; not a part of Hard Case:</b> lead apron and thyroid shield/collar and Extension Board	175	103	72
8	Each Ultraportable handheld digital Xray device requires 2 pcs of Radiation protection devices i.e., lead apron and thyroid shield/collar(as per AERB design guidelines)	350+350	103+103	72+72
<b>B</b>	<b>Non-core component (including accessories)</b>		<b>I</b>	<b>II</b>
1	Modem: to cover the range of approx.30-50m	175	103	72
2	External charging system: the external power system(power bank) shall be able to charge all electric components (generator, detector and workstation) of the ultraportable handheld digital X-ray system	175	103	72
3	GPS tracking system with sim validity for two years to be provided/included with each unit of supply.	175	103	72
4	Power strip/extension board with six numbers of power sockets option to be provided/included with each unit of supply	175	103	72
5	Each Ultraportable handheld digital Xray device required 2 pcs of Radiation hazard stickers and pregnancy warning stickers per device as per AERB guidelines	350+350	103+103	72+72
6	Extra Batteries for detector	175	103	72
7	Charger for detector batteries	175	103	72
8	Charger for generator (in case the battery is not inbuilt)	175	103	72
9	Charging cables for each part/accessory (generator+detector+laptop+power bank+ modem)	1 Lot	103Lot	72 Lot

S.No	Requirement Detail	Total Qty	Delivery Phase wise breakup	
<b>C</b>	<b>ADD-On</b>		<b>I</b>	<b>II</b>
1	Full warranty including replacement, repair, spare parts for product lifecycle	175	103	72

2	Extended warranty including replacement, repair, spare parts for 10 years	175	103	72
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### 25.3. Target specifications

**WJCF has collated a list of technical specifications for each part of the procurement, based on the WHO guidelines, internal and external reviews, and pilot design. Respondent(s) is to fill the specifications in Section 2 of the Response Template provided in the exact format requested.**

### 25.4. Regulatory approvals and licenses requirement

Regulatory approvals and licenses	
The Respondent(s) need to submit all necessary valid licenses, approval, certifications etc.as per Indian Regulation to operate and sell the package in India	
<b>X-ray device)</b>	<p>i. Respondent should provide below regulatory approval/certification for the proposed model issued by one or more Regulatory Authorities of the Founding Members of GHTF such as:</p> <ul style="list-style-type: none"> <li>a. US(US-FDA)</li> <li>b. EU(CE)</li> <li>c. Australia (Therapeutic Goods Administration)</li> <li>d. Canada (Health Canada)</li> <li>e. Japan (Ministry of Health, Labour and Welfare/Pharmaceuticals and Medical Devices Agency)</li> </ul> <p>ii. National Regulatory Requirements</p> <ul style="list-style-type: none"> <li>a. Atomic Energy Regulatory Board (AERB) certification</li> <li>b. National Regulatory requirement-CDSCO as mandated under Medical Devices Rules 2017 and Medical Devices (Amendment) Rules 2020 as updated till the closing date of RFP</li> </ul> <p>iii. Imaging equipment (X-ray device) should be manufactured at a site compliant with the requirements of ISO 13485 or an equivalent Quality Management System recognized by one of the Regulatory Authorities of the Founding Members of Global Harmonization Task Force (GHTF). Respondent should provide certification confirming compliance to the requirements.</p>
<b>Detector</b>	<p>i. Respondent should provide below regulatory approval/certification for the proposed model issued by one or more Regulatory Authorities of the Founding Members of GHTF such as:</p> <ul style="list-style-type: none"> <li>a. US(US-FDA)</li> <li>b. EU(CE)</li> <li>c. Australia (Therapeutic Goods Administration)</li> <li>d. Canada (Health Canada)</li> <li>e. Japan (Ministry of Health, Labour and Welfare/Pharmaceuticals and Medical Devices Agency)</li> </ul> <p>ii. National Regulatory Requirement-CDSCO as mandated under Medical Devices Rules 2017 and Medical Devices (Amendment) Rules 2020 as updated till the closing date of RFP</p> <p>iii. Respondent should provide Quality Management System compliance/certification to ISO 13485 or an equivalent Quality Management System recognized by one of the Regulatory Authorities of the Founding Members of Global Harmonization Task Force (GHTF) for the manufacturing site of the detector.</p>
<b>Supporting document/evidence</b>	<p>All the valid regulatory approval/certification copy to be submitted with proposal as documentary evidence.</p> <p>Document requirement</p>

	<p>Respondents who have valid certification and regulatory approvals as of on “last date of submission of the proposal” are only eligible to apply for this RFP</p> <p>In a scenario where the Respondent(s) fails to submit the valid certificates and regulatory approvals at the time of submission of proposal, will be rejected.</p>
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- Compliance with the Global Fund “Quality Assurance Policy for Medical Devices (including Vitro Diagnostics)\_ and Core Personal Protective Equipment”: <https://www.theglobalfund.org/en/sourcing-management/quality-assurance/medical-devices-and-core-personal-protective-equipment/> and the “Guide to Global Fund Policies on Procurement and Supply Management of Health Products” [https://www.theglobalfund.org/media/5873/psm\\_procurementsupplymanagement\\_guidelines\\_en.pdf](https://www.theglobalfund.org/media/5873/psm_procurementsupplymanagement_guidelines_en.pdf)
- CDSCO and AERB approvals as required for the device and CDSCO approval for detector. A valid AERB Type approval certificate is a must for X-ray (radiation emitting) devices in India.
- The device procurement letter, operational license to operate the device at the designated facility, issue of TLD devices for X-ray technician and other periodic quality checks are all done by AERB.

#### 25.5. Quality Assurance checks

- WJCF may undertake Quality assurance audit mechanisms during the implementation to ensure the quality of output as expected from the device / software.
- Based on issues noted in the same, the Respondent will be required to take corrective action for relevant concerns at no extra cost to ensure correctness of output of devices and software as agreed in the contract.

## 26. Annexure B - Scope of Work

### 26.1. Preparatory phase

- Respondent(s) are required to submit a proposal that narrates a step-by-step approach for the following list of activities including:
  - a. Manufacturers capability;
  - b. Factory acceptance test report for the proposed X-ray device and detector
  - c. Specific role the Respondent(s) will play during Order to Installation and Installation to obtaining Operational license;
  - d. Outlining the Developmental effort;
  - e. Training plan with timelines;
  - f. Device delivery plan with timelines;
  - g. Device service plan along, organizations service center presence, Service manpower currently present on ground, Approach to meet the response time criteria;
  - h. Ongoing project support plan along with preventive and corrective maintenance plan;
  - i. Plan to liaison with stakeholders at state level and district level;
  - j. Application for regulatory approvals, licenses, and device registration;
  - k. Assistance on site preparation – checklist of requirements for smooth onsite operations to be provided by Respondent(s); and
  - l. Any other preparatory activity required as per the Respondent(s).

### 26.2. Procurement phase

- Through this procurement WJCF will procure 175 units of ultraportable handheld digital X-ray devices along with necessary accessories provided in the Terms of Reference over the project period.
- Device procurement instalments should be split into **2 instalments** for 175 units to be delivered by Selected Vendor as provided in this Scope of Work and Deliverables and Timelines. (the number of instalments for x-ray package supply will be discussed with the selected vendor at the time of MOA finalization).
- Respondent(s) are invited to submit a proposal that describes the procurement process with timelines including:
- Manufacturer’s capability:
  - a. Document supporting the capability of manufacturer to fulfil order quantity including submission of relevant previous purchase order in past 3 years and delivery timelines.

- b. Process and capabilities for import and other clearances.
- Role played by the Vendor(s) from (1) order placement to delivery and installation (2) installation to obtaining operational license.
  - a. Delivery and installation of units at the respective Project-site(s) including all aspects of delivery and installation including QA for each unit. Highlighting the support and role respondent will play from device delivery to obtaining the Operational license.
  - b. Vendor(s) will be responsible for installation of the entire device on the site, including any electrical wiring / line extension etc. that may be required for all functioning requirements of the device unit, including operations, charging station etc.
  - c. Document requirement and support from vendor(s) on completion of installation and QA at site-
    - Submission of device installation report and QA report
    - Uploading of Installation Report and QA report on AERB server mandatory to be done by Vendor(s)
    - Operational license-Support the facility in filling application for operational license as per AERB guidelines
- Developmental effort
  - a. Kindly Note- A national level application- RIS exists for data capturing and process monitoring through the Active/Passive case finding workflow which includes the beneficiary level data and data output of CAD-AI. The Respondent would need to develop an API for seamless integration of the CAD-AI data output with this application. Build dashboard for easy performance monitoring of all running devices.
  - b. Any other activity the vendor(s) proposes to undertake.

### **26.3. Training and Knowledge Transfer**

- Comprehensive training at the Project site(s) during the implementation phase shall be critical to successful operation and maintenance of the procured devices, accessories and software. As a result, the Vendor(s) is required to undertake robust training for representatives from WJCF and Health staff at sites of delivery below points should help to formalize the Training plan.
- The training documents, including development of Operating Manuals, Standard Operating Procedures (SOP), troubleshooting tips, for the proposed solution shall be prepared and shared by the Vendor(s). The Vendor(s) are required to propose a training plan for each delivery.
- A training video on the use of the Device and detector maintenance, storage, transportation, charging, common troubleshooting, necessary Dos and Don'ts and FAQs would be required to be developed by the Vendor(s). These would be required to be approved by WJCF for on-field use would be required to be developed before delivery of each device to the respective site.
- Physical Training workshops including hands-on training needs to be arranged at the time of installation for hands-on training to 5-10 personnel/representatives at each Project site(s) during each instalment of the devices, accessories and software.
- A virtual training session for new users would need to be conducted at a frequency for once every month for one (1) year warranty period.
- The above plan is only indicative, not exhaustive and the final training plan shall be finalized between the Vendor(s) and WJCF.
- Based on the Terms of Reference and the Scope of work of this RFP, the Respondent(s) are required to submit a training plan which undertakes to include:
  - a. Training team strength and qualifications including previous relevant experience.
  - b. List and CV of trainers who would be undertaking training.
  - c. Physical and virtual Training schedule (number of hours/ frequencies) etc.
  - d. SOP, training manual development/ Training video content development.
  - e. Any other IEC that shall be used during the process.
  - f. Training M&E framework.
  - g. Virtual Refresher training plan and schedule
  - h. Other handholding support for new users.

#### 26.4. Ongoing project support

- Respondent(s) are invited to submit a proposal that describes the onsite preventive and corrective maintenance of the device units including:
  - a. A framework that will be used to monitor the device + software performance, Preventive maintenance schedule, Corrective maintenance issue, equipped with equipment management system/software comprising of different modules for asset management, complaint logging and tracking mechanism for services, spare part replacement record, maintenance schedule record and detailing out -
    - Local team accessibility
    - Accessibility to spare parts, if required.
    - A contingency plan for a device + software unit that is recurrently faulty including warranty coverage.
    - The preventive maintenance schedule.
  - b. Plan for corrective maintenance should include:
    - How and where to raise the issue/ticket?
    - How will tickets/issues be monitored?
    - Turnaround time to handle the ticket and attaching a root cause to it
    - Turnaround time to address the issue.
    - Standby/back up system availability
    - Issue governance mechanism.
    - Any other requirements for minimize turnaround time.
  - c. Respondent(s) should factor Radiologist Interpretation of all CXR images till 150 positive microbiological sputum results are attained. The data validation and threshold setting will be done as per WHO guidelines by the Respondent(s), which stipulate a 150 positive & negative Microbiological (NAAT) result each is required to be correlated to AI suggestive results & Radiologist interpretation. The tool will provide the Sensitivity & Specificity which will help determine the recommended threshold, this would be finalized and incorporated in consultation with WJCF technical experts.

#### 27. List of delivery locations (State Wise)

S.No.	State	Distribution of 175 Ultraportable handheld digital X-ray devices supplied in phases*
1	AN Islands	1
2	Andhra Pradesh	13
3	Assam	5
4	Bihar	18
5	Chandigarh	1
6	Chhattisgarh	11
7	DNH-DD	2
8	Delhi	3
9	Gujarat	8
10	Haryana	5
11	Himachal Pradesh	1
12	Jammu & Kashmir	5
13	Jharkhand	6
14	Karnataka	8
15	Kerala	1
16	Lakshadweep	1



**Selection of Vendor(s) for procurement and installation of complete packages of quality assured ultraportable handheld digital x-ray device.**

17	Madhya Pradesh	10
18	Maharashtra	19
19	Manipur	2
20	Odisha	5
21	Puducherry	1
22	Punjab	3
23	Rajasthan	4
24	Sikkim	1
25	Tamil Nadu	11
26	Telangana	6
27	Tripura	1
28	Uttar Pradesh	5
29	Uttarakhand	1
30	West Bengal	17
<b>Note: *The delivery distribution list of devices is tentative and subject to change at the sole discretion of WJCF.</b>		

## 28. Deliverables and Timelines

<b>Deliverable: 105 units by Vendor (Rank 1 )</b>	<b>Date</b>
1. Procurement of all licenses	Before contract signing
2. Device registrations	Before each instalment
3. Phase wise delivery	Delivery of all instalments must be fully completed on or before 31 <sup>st</sup> December 2025
a. Delivery of 53 devices (instalment 1) + dashboard access	Instalment 1: within 45 days from the date of signing of contract
b. Delivery of 52 devices (instalment 2)	Instalment 2: on or before 31 <sup>st</sup> December 2025
4. Video Training material development and delivery to phase wise manner for the Project site(s) (or as required)	Before installation
5. HR training on device use, handling, and maintenance	At the time of each installation of device
6. Monthly virtual trainings	Every month for the period of two years
7. Device service and maintenance	Every 6 months or annual, as per manufacturer protocols
8. Device repair	As required within 24-72 hours of complaint registration
9. Monthly updates on monitoring reports of device performance	Monthly from delivery date of 1 <sup>st</sup> phase/instalment
<b>Note: **The delivery distribution list of devices is tentative and subject to change at the sole discretion of WJCF.</b>	

<b>Deliverable for 70 units by Vendor (Rank 2)</b>	<b>Date</b>
1. Procurement of all licenses	Before contract signing
2. Device registrations	Before each instalment
3. Phase wise delivery	Delivery of all instalments must be fully completed on or before 31 <sup>st</sup> December 2025.



**Selection of Vendor(s) for procurement and installation of complete packages of quality assured ultraportable handheld digital x-ray device.**

<b>Deliverable for 70 units by Vendor (Rank 2)</b>	<b>Date</b>
a. Delivery of 50 devices (instalment 1) + dashboard access	Instalment 1: within 45 days from the date of signing of contract
b. Delivery of 20 devices (instalment 2)	Instalment 2: on or before 31 <sup>st</sup> December 2025
4. Video Training material development and delivery to phase wise manner for the Project site(s) (or as required)	Before installation
5. HR training on device use, handling, and maintenance	At the time of each installation of device
6. Monthly virtual trainings	Every month for the period of two years
7. Device service and maintenance	Every 6 months or annual, as per manufacturer protocols
8. Device repair	As required within 24-72 hours of complaint registration
9. Monthly updates on monitoring reports of device performance	Monthly from the delivery date of the 1 <sup>st</sup> phase/instalment
<b>Note: **The delivery distribution list of devices is tentative and subject to change at the sole discretion of WJCF.</b>	

## 29. Warranty

- 29.1. The Vendor(s) are required to provide maintenance warranty at the respective Project-site(s) for the procured units, software, and all other components for a minimum period of one (1) year from the date of installation at the respective Project-site(s).
- 29.2. The Vendor(s) warrants that the Ultraportable handheld digital X-ray device supplied under the Agreement are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Agreement. The devices supplied by the Vendor(s) should be robust and reliable, as per technical specifications. The vendor(s) should also specify the lifetime of hardware.
- 29.3. The Vendor(s) further warrants that all Ultraportable handheld digital X-ray device to be supplied shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Respondent.
- 29.4. The device support during warranty period shall be for complete setup, accessories supplied and software.
- 29.5. Warranty should cover updates/maintenance patches/bug fixes (available from the original equipment manufacturer) for system software & firmware patches/bug fixes, if any, for hardware. The Selected vendor must ensure that all servers/software and associated with the devices are updated with necessary patches and firmware updates as and when they are released after due testing. Critical patches should be applied immediately. Additionally, software including system software, storage software, etc. must be updated with necessary patches as and when they are released after installation of the devices.
- 29.6. The Vendor(s) should keep track of the patches applied and report them to WJCF at periodic intervals. The Respondent must ensure that the application of any patch does not adversely affect the field operations.
- 29.7. The Vendor(s) is obligated to take sufficient care and has to ensure that patch application does not result in any downtime.
- 29.8. The Vendor(s) shall submit a list of all the components and spare parts of the device, timeline for availability of spare parts in case of defects along with the lifetime of the device for the purpose of warranty.
- 29.9. Self-declaration/undertaking from selected vendor for keeping 5% stock of spare part for resolution of any breakdown during one (1) year of warranty period
- 29.10. The vendor shall provide a post-installation warranty as per the terms mentioned below:
- 29.11. The vendor will have to upgrade/service the software during one (1) year of warranty period at no cost to WJCF.
- 29.12. All visits to Project-site(s) for preventive and corrective maintenance shall be at no extra cost and would be the sole responsibility of the vendor(s), as required, including but not limited spare parts to be replaced, shipment to Project-site(s), disposal of faulty parts, cost of replacement work, personnel transport and arrangements etc.
- 29.13. In the event of any equipment / part is replaced or any defect in respect of any equipment / part is corrected for more than one instance during the warranty period of one (1) year, the warranty in respect of the entire equipment for which the equipment / part is replaced / defect is corrected, will extended for an additional period of twelve (12) months from the date of such replacement/ correction of defects by the vendor.
- 29.14. The Vendor(s) must provide to WJCF a guaranteed time period of availability of the device (including all spare parts), for a term of at least 10 years from the date of installation of the device, along with a quote mentioning the discount on MRP/catalogue price for a period of at least 10 years on spare part in case it is not covered under the extended comprehensive maintenance contract if any.
- 29.15. The Vendor(s) is required to provide to WJCF a guaranteed time period for support and software upgrade (if and when applicable), for a period of 10 years from the date of installation of the device, along with a quote mentioning the discount on MRP/catalogue price for a period of at least 10 years on support services in case it is not covered under the extended comprehensive maintenance contract if any.

- 29.16. Further provided that WJCF may, during the period of the warranty, shift the devices and accessories wholly or in part to other location(s) within India and in such case the vendor(s) undertakes to continue to warrant or maintain the devices and accessories at the new location without any other additional cost to WJCF.
- 29.17. The Vendor(s) shall be solely responsible for providing deliverables including warranty services. The vendor(s) shall be responsible to ensure that the network service centres required for the servicing of the software are geographically spread across the country to meet the Response Time (*as defined below*) of its services. WJCF shall not be responsible for any delays/violation from third parties.
- 29.18. In case of failures of specific component(s) of the device(s) that impact the outcome, /usage/performance, accessories and/or software, action must be taken to replace with new components or replace/update software within a period of 3-5 working days from the date of reporting of issue by end user to the selected vendor. Any parts replaced should either be a new compatible part with a part from the list of accessories/ancillaries of the manufacturer of the device.
- 29.19. During transference of device to any other Party, WJCF shall also transfer the warranty services committed by the Vendor(s) to said Party. Vendors(s) will be committed to providing these services according to the service agreement

### **30. Response Time for corrective maintenance**

- 30.1. Maximum response time for remedial maintenance under is measured in elapsed coverage hours from the time a service request is received to the time such service request is resolved. The response time shall be within a period of 3-5 working days from the date of issue reporting. Remote maintenance for software related issues shall be responded and resolved by the Vendor(s) within one day from the date such service request is made by WJCF/End-user.
- 30.2. The equipment should be attended within 3-5 working days of receipt of complaint (inclusive of travelling time). In case problems persist/vendor is unable to address the issue, systems should be replaced within 72 hours excluding the transit TAT and alternate should be provided till the defective device is repaired. The replaced equipment should be installed by the Vendor(s) at no extra cost to WJCF, so that the project may not get hampered.
- 30.3. The Vendor(s) must keep a log of all preventive and corrective maintenance along with part change carried out at device level for all the devices and it should be furnished to WJCF at required frequency

### **31. Delivery and Installation**

- 31.1. The devices should be delivered to the Project-site(s) designated by WJCF as per the timelines provided in this RFP for the commencement of installation for each unit for acceptance of the devices.
- 31.2. A list of tentative delivery districts is mentioned in the Scope of Work section, this will help the Respondent(s) to estimate time and cost of delivery. WJCF reserves the right to change location of installation at a later date with prior intimation to the vendor(s) who shall provide all the necessary assistance to facilitate this.
- 31.3. The Vendor(s) shall be responsible for ensuring proper packing, delivery, and receipt of the delivered device at the Project-site(s). The delivered devices will be opened in the presence of WJCF's officials.
- 31.4. All necessary accessories as part of the device should be delivered by the vendor along with the device itself.
- 31.5. Partial delivery of products is not acceptable, and payment would be released only after full delivery and installation of the devices at the Project-site(s).
- 31.6. The Vendor(s) shall promptly install the delivered goods at the designated Project-site(s). The vendor(s) shall be responsible for installation and configuration of systems at Project-site(s) including unpacking of cartons/ boxes, assembling, wiring etc. The Vendor(s) shall test all parts and components of the delivered device and accomplish all adjustments necessary for successful and continuous operation of the device at the Project-site(s).
- 31.7. WJCF or its representative shall have the right to inspect and/or to test the devices and accessories and software provided by the vendor to confirm their conformity to the Agreement specifications at no extra cost to WJCF.

- 31.8. During the installation, in case the devices fail to conform to the specifications or requirements set out in this RFP, WJCF may reject the devices and accessories and/or software and the Vendor(s) shall either replace the rejected devices and accessories and/or software or make alterations necessary to meet specifications or requirements free of cost to WJCF. During the installation, the vendor(s) should provide necessary support/infrastructure.
- 31.9. The Vendor(s) shall commence installation of the device only after WJCF has confirmed successful receipt of consignment within 03 days after it has arrived at the designated Project-site(s).
- 31.10. The property and title in the devices, accessories and software shall pass to WJCF upon successful installation of the devices, accessories and software at the Project-site(s).
- 31.11. WJCF has the right to pass on the title to any other party without affecting any post installation services including but not limited to Training, warranty, maintenance, and on-going project support, etc.
- 31.12. The Vendor(s) shall have the OEM, before making delivery, carry out a precise and comprehensive inspection of the devices, accessories and/or software regarding quality, specification, performance, quantity and weight and issue a quality certificate certifying that the devices and accessories and/or software are in conformity with the stipulations in this RFP. The quality certificate issued by the OEM shall not be regarded as final with respect to quality, specification, performance, quantity and weight. Particulars and results of the tests made by the OEM shall be shown in a statement to be attached to the quality certificate.
- 31.13. The Vendor(s) shall provide 'Quality Certificate' (issued by the 'Quality Department of the Manufacturer') before release of the individual serial number of the Model of the product being delivered.
- 31.14. The Vendor(s) shall provide WJCF with " Successful Delivery, Installation and Training completion certificate" as per **Appendix 14** that shall be jointly signed by respondent personnel, WJCF personnel, and authorized personnel at health facility upon successful delivery, installation, QA test and support the site in filling up operational license. Verified submission of this document will deem the delivery complete upon which payments shall be released.
- 31.15. No clause contained in this RFP shall in any manner release the Respondent(s) from any warranty or other obligations under the Agreement.
- 31.16. If, during the warranty period, it is found that the quality or specifications of the devices, accessories, or services are not in conformity with the Agreement or if the devices, accessories or services are proven to be defective for any reason, including latent defects or the use of unsuitable materials, WJCF shall promptly notify the vendor of the existence of a claim.
- 31.17. The Vendor(s) shall be responsible to affix tags on each device being supplied to WJCF for identification purpose as per directions to be issued by WJCF at a later stage and also share the details of such tags with WJCF personnel. Ensuring maintenance and management of asset inventory (under the scope of this RFP), including replacement of Hardware component on account of failure, is the responsibility of the - Vendor(s) to have monitoring and tracking system for maintaining the inventory and record of maintenance.

## **32. Transportation, Transit Insurance and All Risk Insurance**

- 32.1. The Vendor(s) shall be responsible for transit and all other related insurance for transit till the device and equipment are delivered to the Project site(s). Additionally, the vendor shall ensure that each device deployed at the project site(s) is covered under an appropriate all-risk insurance policy for the duration of its deployment, at no additional cost to WJCF.
- 32.2. The Vendor(s) shall make its own arrangements to obtain import/export license(s), if required. All costs including cost, insurance, and freight (C/F) shall be borne by the selected vendor. Insurance cover should be provided by the Vendor(s) till the acceptance of the devices by the WJCF at the respective Project-site(s).

### 33. Compliance, Quality Assurance & Audit

- 33.1. The Vendor(s) must actively support post device installation to coordinate and get the Quality assurance and Operational license in place.
- 33.2. WJCF requires the Vendor(s) to establish and maintain an effective quality assurance program to ensure the technical quality of the services provided under any task is in order.
- 33.3. The Vendor(s) should arrange to conduct periodic risk management analysis, security vulnerability assessment of the solution deployed at least half-yearly and shall promptly disclose the conclusion and reports of such analysis and assessment with WJCF.

### 34. Agreement Price / Payment Disbursement details

- 34.1. The Vendor(s) shall be bound by the payment terms as provided hereinafter. The financial proposal submitted by the Technical Qualified Respondent(s) must be in conformity with such payment terms. Any deviation from the proposed payment terms would not be accepted. WJCF shall have the right to withhold any payment due to the Respondent, in case of delays or defaults on the part of the Vendor(s). Such withholding of payment shall not amount to a default on the part of WJCF. If any of the items / activities as mentioned in the financial proposal is not taken up by WJCF during the course of the assignment, WJCF shall not pay the cost of such items and professional fees quoted by the Vendor(s) in the financial proposal against such activity / item. WJCF shall release the payment based on each delivery phase as set out in the Deliverables and Timelines section. The method and conditions of payments to be made to the Vendor(s) shall be:
  - i. **10% (Ten percent)** basic value of each phase wise order value based on signed Purchase order by both the parties.
  - ii. **60 % (Sixty Percent) of the basic value+ 100% GST of total basic contract value** of each phase wise order value on completion of delivery, successful installation and training of the devices at the designated sites along with the submission of original invoice, duly signed and stamped Delivery checklist as per **Appendix- 14**. Any deduction pursuant to **clause no. 5** (Delay in Delivery and/or Installation) of the Agreement shall be settled with this 60% amount and the remaining amount shall be released to the Vendor(s).
  - iii. **20 % (Twenty percent)** basic value of each phase wise order value on QA certificate and submission of All risk insurance Policy certificate.
  - iv. **Balance 10% (Ten percent)** basic value of each phase wise order value shall be released at end of the contract period. Any deduction pursuant to **clause no. 6, Annexure C (Failure to Remedy Defects Within Response Time)** of the Agreement shall be settled with this balance 10% amount and any remaining amount shall be released to the Vendor(s).
- 34.2. As mentioned in **clause no. 36, Annexure C** Agreement for Procurement and Service Delivery of Ultraportable handheld digital X-ray device + Licenses under subsection 5 **“Delay in Delivery and/or installation”** of this RFP, in the event that the Vendor(s) fails to achieve completion of any delivery, installation/commissioning, training timeline(s) and fails to Remedy Defects Within Response Time during the warranty period , unless such failure has occurred for reasons solely attributable to WJCF, it shall pay delay damages to WJCF at the rate of 2% / week or part thereof until the delivery and installation timeline is achieved subject to a maximum amount of [20%] of agreement price.
- 34.3. There shall be no escalation in the prices once the prices are fixed and agreed to by WJCF and the Vendor(s). Payment will be released by WJCF as per the above payment terms on submission of relevant documents.
- 34.4. Agreement Price shall be disbursed upon receipt of respective tax invoice from the Vendor(s).
- 34.5. Unless already paid in advance, WJCF will pay invoices within a period of 30 days from the date of receipt of successful delivery/installation of device at the designated site and the proof of certification by the designated authority. Invoices subject to any deduction of tax at source under the prevailing/applicable laws.

### 35. Financial Proposal Template

- 35.1. Financial Proposal Template: Excel templates are provided as **Annexure-E**. It is important that Respondent(s) strictly adhere to this template for the submission of their financial proposal. Any deviation from the prescribed template by Respondent(s) shall be considered as incomplete and will not be considered for further evaluation.
- 35.2. Please refer General terms and conditions (**clause no. 20**) & Financial terms and conditions (**clause no. 21**) for filling up the financial template.

**36. Annexure C - Agreement for Procurement and installation of complete packages of quality assured Ultraportable handheld digital X-ray devices along with necessary licenses, registration, and approvals in India with one (1) year of warranty**

Agreement for **Selection of Vendor/s for procurement and installation of complete packages of quality assured ultraportable handheld digital X-ray devices along with necessary licenses, registration, and approvals in India with one (1) year of warranty.**

**THIS AGREEMENT** ("hereinafter referred to as the "**Agreement**") is executed on this \_\_\_\_\_ day of \_\_\_\_\_ [year], when each Party signed this Agreement ("hereinafter referred to as the "**Effective Date**"), by and between, **[INSERT NAME OF VENDOR]** a body corporate, incorporated under the **[INSERT WHETHER REGISTERED UNDER COMPANIES ACT, 2013, LLP OR AS APPLICABLE]** , having its registered office at **[INSERT ADDRESS]**; acting through its authorized signatory/ designated partner/ authorized representative **[INSERT NAME]** (hereinafter referred to as "**Partner**") which expression shall unless repugnant to the context or subject or meaning thereof deem to include their successors and permitted assigns of the **FIRST PART**;

AND

William J. Clinton Foundation India, a company incorporated under the Companies Act, 1956 having its registered office at 40, Okhla Industrial Estate, Phase 3, New Delhi- 110020, India, acting through its authorized signatory/ director/ authorized representative \_\_\_\_\_ (hereinafter referred to as "**WJCF**") which expression shall unless repugnant to the context or subject or meaning thereof deem to include their successors and permitted assigns of the **SECOND PART**.

WJCF and the Partner are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS Partner is a company engaged in the business of providing **[INSERT NATURE OF WORK OF THE VENDOR]**.

WJCF is a not-for-profit company engaged in public health development services including supporting of state governments across thirteen (13) states in India to expand access to prevention, diagnosis, management and treatment services across critical healthcare needs.

The Parties therefore wish to enter into this Agreement to record their rights and obligations in respect of procurement and service delivery of Ultra-portable/ portable handheld X-ray ("**Ultraportable handheld digital X-ray device**"), device and Licenses pursuant to the Request for Proposal "**Selection of Vendor/s for procurement and installation of complete packages of quality assured ultraportable handheld digital X-ray devices along with necessary licenses, registration, and approvals in India with one (1) year of warranty**" dated [xxx] and bearing RFP ID "" (the "**RFP**").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Interpretation:** The requirements, terms and conditions stipulated in the RFP shall stand incorporated into this Agreement in entirety. If any part of this Agreement conflicts with any part of any document including the RFP and the proposal submitted by the Partner prior to the execution of this Agreement, the relevant part of this Agreement govern the relationship between the parties and prevail over such conflicting document or proposal.
2. **Delivery and Installation of Devices:** Partner shall execute the Project according to the Scope of Work defined and set out in the RFP
3. **Term and Termination**
  - a. The term of this Agreement shall commence on [start date] and be valid till [end date].
  - b. Either Party may terminate this Agreement upon the other Party's failure to perform its obligations hereunder if such failure to perform is not cured within thirty (30) days following their receipt of



written notice from the complaining Party. The written notice must be sent in a timely manner upon the complaining Party's discovery of the other Party's failure to perform.

- c. The Parties may mutually terminate this Agreement at any time upon the written agreement between the Parties.
- d. WJCF may terminate this Agreement upon not less than fifteen (15) days' prior written notice to Partner. Vendor should discontinue its work or make other significant programming changes requiring the termination of this Agreement.
- e. WJCF may terminate this Agreement at any time, at its sole discretion, without cause or penalty, upon thirty (30) days' notice to Partner pursuant to clause 25 hereunder.
- f. WJCF may at any time terminate this Agreement by giving written notice to the Partner, if the Partner becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Partner, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to WJCF
- g. WJCF shall have the right to terminate this Agreement at any time, with immediate effect, by providing written notice to the Partner, in the event the Partner is found to be blacklisted, red-listed or debarred by any organization, government authority, statutory authority, regulatory authority, or public sector undertaking on account of non - compliance of applicable laws, rules & regulations.

#### **4. Agreement Price**

- a. WJCF shall support the Project up to a total [Agreement value (Rupees [in words] only) (the "**Agreement Price**")].

#### **5. Delay in Delivery and/or Installation**

- a. The Partner shall complete the works specified in the Scope of Work provided in the RFP and this Agreement in accordance with the delivery, installation/commissioning and training timelines stipulated therein. In the event that the Partner fails to achieve completion of any delivery, installation/commissioning, training timeline(s) towards delivery, installation/commissioning, training of any instalment as provided in the RFP, unless such failure has occurred for reasons solely attributable to WJCF, it shall pay delay damages to WJCF at the rate of 2% / week or part thereof until the delivery timeline is achieved subject to a maximum amount of [20%] of each agreement Price.
- b. It is agreed that recovery of delay damages as envisaged under this clause shall be without prejudice to the rights of WJCF under the RFP and the present Agreement executed by the Partner and WJCF, including the right of termination thereof.
- c. The Parties hereby accept that delays caused by the Partner will be in the nature of loss to the public for whose benefit this Agreement is meant, and that the loss is not susceptible to precise measurement. The parties hereby agree that the rate of delay damages agreed in this clause is a reasonable and genuine pre-estimate of damages and that the delay damages are not by way of penalty.
- d. WJCF shall notify the Partner of its decision to impose delay damages in accordance with this clause. Provided that no deduction on account of delay damages shall be affected by WJCF without notifying the Partner of its decision to impose the delay damages. Further, the total amount of delay damages under this clause shall not exceed the maximum amount of delay damages stated hereinabove i.e., [20%] of the Agreement Price.

#### **6. Failure to Remedy Defects Within Response Time:**

- a. In the event the Partner fails to remedy any defect or damage to the device or maintenance of such device within the Response Time stipulated in the Scope of Work of the RFP, a date may be fixed by WJCF, on or before which date the defect or damage is to be remedied by the Partner. The Partner shall be given a written notice of such date fixed by WJCF.
- b. If the Partner fails to remedy the defect or damage to the device or maintenance of such devices within the notified date provided by WJCF. WJCF may remedy such defect by or through any third-party agency at the cost and consequence of the Partner. The Partner shall be liable pay to WJCF, the costs incurred in remedying the defect or damage; or
- c. WJCF may at its own discretion reduce in the Agreement Price against the cost incurred in remedying the defect or damage; or



- d. If such defects or damage to the device deprives WJCF of substantially the whole benefit of the usage of the device or any major part of the device so defected or damaged, WJCF may terminate this Agreement at its sole discretion.

Without prejudice to any other rights under this Agreement, WJCF shall be entitled to recover all sums paid for the defected or damaged device(s) or for such part of the device (as the case may be).

## **7. Donor Conditions**

While executing this Agreement, Partner has been made aware of and thus, agrees to adhere to the Global Fund's "Code of Conduct for Suppliers" (2021, as may be amended from time to time), available at the Global Fund's site here, which stand incorporated by reference in its entirety:

[https://www.theglobalfund.org/media/3275/corporate\\_codeofconductforsuppliers\\_policy\\_en.pdf](https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf)

## **8. Relationship of the Parties.**

The Parties are independent entities and the employees of one Party shall not be deemed employees, agents, partners, or representatives of the other. Neither Party has the power or authority to act for, represent or bind the other. WJCF shall not be responsible for any act or omission of Partner, its employees, contractors or agents. Partner's personnel described in this Agreement are not employees of WJCF and are neither eligible for WJCF employment benefits nor covered under WJCF's insurance policies. Partner is solely responsible for its employees' supervision, daily direction and control, and payment of salary (including, without limitation, withholding of income taxes and social security), workers' compensation and disability benefit.

## **9. Other Efforts**

The Parties to this Agreement may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this Agreement. Such additional efforts shall be separately agreed upon, in writing, by the Parties and will be made a part of this Agreement by being attached as an addendum and/or amendment to this Agreement, if required/mandated.

## **10. Press/Marketing.**

- a. Any public announcements through press releases, media advisories or other similar means regarding this Agreement or the work of the Parties shall require the written approval of the Parties.
- b. The Parties acknowledge their mutual desire to make all meaningful results of the Project publicly available. As applicable, Partner must submit a copy of any proposed publication related to the Project for WJCF's review and comment at least thirty (30) days in advance of submission. Partner shall not publish or disseminate results or reports arising from the Project without WJCF's prior written consent (such consent not to be unreasonably withheld). All publications made by the Partner shall state that the views expressed therein are entirely those of the author(s) and do not necessarily represent those of WJCF and/or WJCF's donors.

## **11. Confidentiality.**

- a. "Confidential Information" means any and all non-public information of a Party, including, but not limited to, (i) third party information that either Party is obligated to maintain as confidential, (ii) information developed by either Party on behalf of the other Party, (iii) information developed by either Party within the performance of its duties under this Agreement, (iv) information pertaining to a disclosing Party's technologies, products, intellectual property, finances, or operations, and (v) information that either Party discloses to the other Party, directly or indirectly, in writing or orally, which is designated as "Confidential," "Proprietary," or "Restricted." Notwithstanding the foregoing, Confidential Information shall specifically, but without limitation, include business plans, data, lists, names, design documents, drawings, financial analyses, forecasts, formulas, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, and trade secrets. Confidential Information shall not, however, include any information that, as evidenced by written records, (i) was publicly known or generally available in the public domain prior to the disclosing Party's disclosure to the receiving Party, (ii) becomes publicly known and generally available after disclosure to the receiving Party through no wrongful acts or omissions of the receiving Party, (iii) the receiving Party possessed prior to disclosure, as shown by the receiving Party's written evidence, or (iv) the receiving Party obtained from

- a third party lawfully in possession of such information and without a breach of that third party's obligations of confidentiality.
- b. The receiving Party shall use all Confidential Information solely for purposes of performing its obligations under this Agreement. During the Term of this Agreement and thereafter, the receiving Party shall not directly or indirectly (i) publish, disseminate or otherwise disclose, (ii) use for its own benefit or the benefit of a third party, or (iii) deliver or make available any Confidential Information of the disclosing Party to a third party, other than to further the purposes of this Agreement and with the prior written consent of the disclosing Party. The receiving Party shall limit access to Confidential Information to its officers, employees, agents, subcontractors, attorneys, auditors, or lenders (collectively, "**Representatives**") who have a need to know for purposes of performance of this Agreement, and require such Representatives to keep the Confidential Information confidential and to be bound by this Agreement to the same extent as if they were parties to this Agreement; provided that, the receiving Party shall remain liable for the breach of such terms and conditions by its Representatives and shall be liable for any damages incurred by the disclosing Party pursuant to this Agreement as a result of such breach. The receiving Party shall exercise all reasonable care and precautions to protect the integrity and confidentiality of the Confidential Information. Such precautions shall include, but not be limited to, the highest degree of care the receiving Party utilizes to protect its own Confidential Information of a similar nature. Upon expiration or termination of this Agreement, or at the request of the disclosing Party, whichever occurs first, the receiving Party must immediately return to the disclosing Party or destroy all Confidential Information provided to or developed by the receiving Party under this Agreement. Notwithstanding the foregoing, if it is infeasible for the receiving Party to return or destroy the disclosing Party's Confidential Information hereunder (e.g., for legal, risk management, and/or archival purposes), the receiving Party shall: (i) extend the protections of this Agreement to such Confidential Information; and (ii) limit further uses and disclosures of Confidential Information to those purposes that make the return or destruction infeasible for so long as the receiving Party maintains the Confidential Information.
- c. If the law requires the receiving Party to make any disclosure that this Agreement prohibits or otherwise constrains, the receiving Party must promptly notify the disclosing Party in writing so as to allow the disclosing Party a reasonable opportunity to seek a protective order or other appropriate relief. The receiving Party shall provide reasonably requested assistance to the disclosing Party for the purpose of obtaining such order or other relief. Subject to the foregoing sentences, the receiving Party may only furnish the portion of Confidential Information that the receiving Party is legally required to disclose.
- d. As between the Parties, Confidential Information is the exclusive property of the disclosing Party, subject to the receiving Party's rights to use the Confidential Information which is disclosed to the receiving Party from the disclosing Party to perform this Agreement. The use of Confidential Information in furtherance of this Agreement shall not be deemed a waiver by the disclosing Party of any rights with respect to such materials, and it is expressly agreed that neither Party transfer by operation of this Agreement to the other Party hereto any patent right, copyright, or other intellectual property or proprietary right that either Party owns or controls.

## **12. Marks.**

This Agreement shall not be construed to grant either Party any license to use the other Party's (or any of its affiliates') names or logos, whether now existing or adapted in the future, in any format (the "**Marks**"). Any requests by a Party for use of the other Party's Marks shall be submitted in writing to the other Party. Each Party shall have the right, at its sole discretion, to grant the other Party any usage rights to its Marks. Any such usage to the rights shall be agreed to by the Parties in writing.

## **13. Indemnification.**

The Partner (the "**Indemnifying Party**") agrees to defend, indemnify, and hold harmless WJCF (the "**Indemnified Party**"), at the Indemnifying Party's cost and expense, from and against any and all losses, costs, damages, fees or expenses ("**Losses**"). Losses shall include, without limitation, actual damages, attorney and expert witness fees, court costs, and other litigation expenses relating to or in connection with a third party claim arising out of (i) any breach by the Indemnifying Party of this Agreement, or (ii) any act, omission, gross negligence or wilful misconduct on the part of the Indemnifying Party, including any of its employees, contractors or agents, in performing its obligations or exercising its rights under this Agreement; or (iii) infringement of any patent, trademarks, copyrights etc or such other statutory

infringements under any laws in respect of the devices supplied by the Partner. The foregoing shall not apply to the extent that any such Losses are attributable to the gross negligence or wilful misconduct of the Indemnified Party, including any of its employees, contractors or agents. In no event shall either Party be liable for indirect, special, punitive or consequential damages.

#### **14. Proprietary Rights**

- a. "Developments" includes, whether patentable or unpatentable, ideas, concepts, discoveries, inventions, developments, improvements, know-how, trade secrets, designs, processes, methodologies, materials, products, formulations, data, documentation, reports, algorithms, notation systems, computer programs, works of authorship, databases, mask works, devices, equipment and any other creations (whether or not patentable or subject to copyright or trade secret protection) in all media that are developed, conceived, or reduced to practice by Partner, either alone or jointly with others, and that result from the performance of the Services under this Agreement.
- b. All Developments shall be the exclusive property of WJCF. All Developments that are copyrightable works shall be deemed to be "works made for hire" to the extent permissible under applicable law. To the extent any such copyrightable works may not be considered works made for hire, and generally in relation to all other Developments, Partner hereby perpetually and irrevocably assigns, transfers and conveys and, solely to the extent any such assignment cannot be made at present, hereby agrees to assign, transfer and convey to WJCF, without further compensation, all right, title, and interest in and to any and all Developments, including any related patents, patent applications, copyrights, copyright applications, trademarks, trade names, trade secrets, and other proprietary rights, and all claims and causes of actions of any kind with respect to any of the foregoing, whether now known or hereafter arising. Partner agrees to perform all reasonable actions, including as necessary, executing documents and assisting with any necessary filings, as may be required to vest ownership (or record ownership) of the Deliverables in WJCF, as required under this clause.

#### **15. Data Privacy**

- a. Data collected or entered by Partner in the performance of this Agreement shall be limited to that which is strictly necessary to complete the Services. Partner shall use any and all data gathered during this Agreement only as necessary to complete the Services in accordance with this Agreement and not for any other purpose whatsoever. In no event, shall the data be stored or made available to any Party(ies) outside the jurisdiction of India.
- b. Partner shall take reasonable steps to protect data in Partner's possession from unauthorized use, access, disclosure, alteration, or destruction. Security measures shall include access controls, encryption, and/or other means, where appropriate. Partner must immediately notify WJCF of any known security breach that may result in the unauthorized use, access, disclosure, alteration or destruction of the data.
- c. Partner shall, in collecting and entering data, comply with all applicable industry standard security policies for the protection of sensitive personal information. Partner shall immediately report to WJCF any actual, attempted, or suspected breaches of the security or privacy of the data, and the Parties shall mutually agree on appropriate steps to (i) immediately alleviate any continued threat to the privacy or security of such data subjects; and (ii) prevent foreseeable future threats to the security or privacy of the data subjects. Partner's failure to resolve, to WJCF's reasonable satisfaction, any security failure shall be a material breach of this Agreement.
- d. At all times during the Term, Partner shall (a) ensure that the collection, use and disclosure of data complies with all applicable Indian laws and regulations, and those with respect to human subjects participation in health research and other applicable privacy protections, and (b) de-identify the data by removing all personal identifiable information prior to providing the data to WJCF, or any other party in connection with this Agreement.

#### **16. Legal Compliance**

- a. Partner agrees to conduct all work under this Agreement in accordance with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of WJCF or any third party.

- b. Partner certifies that its Representatives: (i) do not, and will at no point during the term of this Agreement, appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"); (ii) have not been, and will at no point during the term of this Agreement be, designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "Committee") – to determine whether there has been a published designation of an individual or entity by the Committee, Partner should refer to the consolidated list available online at the Committee's website: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.
- c. Partner shall take no part in acts of bribery, fraud, or other corrupt practices. Partner shall furthermore take all reasonable steps to minimize the opportunities for loss, bribery, fraud, conflicts of interest, or other corrupt practices to arise or occur. For the purposes of this clause:
  - i. **"Loss"** is understood as the irreversible consequences of unintentional and uncontrollable events on the financial resources provided by WJCF, or the medicines and other products funded by WJCF;
  - ii. **"Bribery"** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to improperly influence the actions of another party;
  - iii. **"Fraud"** is any act or omission that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation, including misrepresentation or any intellectual fraud, such as the falsification of the data (including clinical or other trial results), diversion or financial misappropriation. Fraud also includes coercive or collusive practices;
  - iv. **"Conflicts of Interest"** include any situation where the impartial and objective implementation of the Project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
- d. Partner shall fully cooperate with any independent investigation commissioned by WJCF or WJCF's Donors into any of the preceding acts or circumstances that occur during the Term of this Agreement.
- e. Partner is aware of WJCF's commitment to anti-corruption practice and therefore, the Partner shall not engage in Corrupt Practices, directly or indirectly, in relation to the Project. Corrupt Practices include, but are not limited to, Collusive Practices, Coercive Practices, and Obstructive Conduct. **"Collusive Practice"** includes the proposing or entering into an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party. **"Coercive Practice"** includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. **"Obstructive Conduct"** includes (i) any act which deliberately and in an effort to compromise an investigation, destroys, falsifies, alters or conceals information or documents that may be relevant to a fraud and corruption investigation, or material that could become evidence as a result of such investigation; or (ii) the making of false statements to investigators during such an investigation. Partner shall fully cooperate with any independent investigation commissioned by WJCF's Donors into any of the preceding acts or circumstances that occur during the Term of this Agreement. Partner is expected to adhere to the United States Federal Corrupt Practices Act (FCPA), which applies to all international activities by representatives of a U.S. company including WJCF, as well as any other local anti-bribery laws and regulations.

#### **17. Limitations on Liability.**

WJCF shall not be liable to the Partner for any goodwill, lost profits, indirect, special, incidental, consequential, exemplary, or punitive damages arising from this agreement, regardless of whether for breach of Agreement, warranty, tort (including negligence), strict liability, or otherwise, and whether or not the Partner should have been aware of, or was advised of, the possibility of such damages.

#### **18. Severability.**

If, for any reason, any part of this Agreement is held to be void or otherwise unenforceable, all other parts of this Agreement shall remain valid and enforceable as if all unenforceable parts were absent from this Agreement on the Effective Date.

**19. Partner Certifications, Representations, and Warranties.**

- a. Partner represents and warrants that, to the best of its knowledge, all information provided to WJCF is accurate and all items being purchased pursuant to this Agreement or otherwise transferred to WJCF are in good working order and function at a level reasonable for the activities for which WJCF is procuring them.
- b. Nothing in this Agreement shall be construed to waive a Party's implied warranties of merchantability and fitness for a particular purpose.
- c. Partner warrants that no funds it receives under this Agreement shall be used for lobbying activities, including, without limitation, activities which influence or attempt to influence any legislative or regulatory body, government official or their employees or agents, election, or political activity.
- d. Partner represents and warrants the following to WJCF, and if at any time fails to meet the following representations and warranties, or such representations and warranties are no longer true, accurate or complete, shall immediately notify WJCF: (i) Partner has the right, power and authority to enter into and perform under this Agreement; and (ii) Partner shall comply with and ensure that all personnel, including subcontractors, providing services under this Agreement comply with all applicable laws and all reasonable directions and orders given by Partner, and Partner shall ensure that such personnel are appropriately qualified and, as applicable, licensed and certified, to perform all functions assigned to them in connection with the provision of the services under this Agreement.

**20. Child Protection.** The Parties agree that all children, in all circumstances, have the right to feel and to be safe and to live free from harm, exploitation and abuse. Whenever directly interacting with children the Parties shall:

- a. Strive to protect children from harm.
- b. Use language and behavior that is age-sensitive, culturally appropriate and respectful.
- c. Never use language that is condescending, harassing, abusive or sexually provocative.
- d. Obtain consent from a parent or guardian of a child (as defined by applicable local law) before conducting an interview or taking photographs or recorded images.
- e. Never be alone with a child or children;
- f. Never possess, access, or distribute child pornography or take degrading, sexually suggestive or otherwise inappropriate photographs.
- g. Never engage children in any form of sexual activity or acts, including paying for sexual services or acts.

The Parties commit to supporting child protection efforts and promoting awareness and understanding about child risk, harm, and harm to organization. The Parties shall protect children from exploitation and abuse of all kinds in the performance of the Project. In carrying out the Project, Partner shall report to WJCF any behavior Partner believes may be child abuse or exploitation, suspicion of possession of child exploitation materials, and/or any child abuse or exploitation allegation made by a child or community member.

**21. Prevention of Sexual Exploitation, Abuse and Harassment:**

The Parties agree to support core principles regarding the prevention of sexual exploitation, abuse and harassment. Further, by signing this Agreement, Partner agrees to follow and aproposal by WJCF's Policy on the Prevention of Sexual Exploitation, Abuse and Harassment, which may be updated by WJCF from time to time and may be found here: <https://clintonhealthaccess.org/chai-policy-on-the-prevention-of-sexual-exploitation-abuse-and-harassment/>

**22. Waiver.**

Any waiver granted by a Party hereto shall be without prejudice to any other rights such Party may have, will be subject to such Party's continuing review and may be revoked, in such Party's sole discretion, at any time and for any reason. No Party shall be deemed to have waived any right, power or option reserved under this Agreement by virtue of: any custom or practice of the Parties at variance with the terms hereof; any failure, refusal or neglect of the Parties to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder.



**23. Dispute Resolution**

- a. The Parties shall endeavor to settle any dispute and/or differences arising out of or in relation to this Agreement prior to commencement of arbitration by either Party.
- b. In the event, that the disputes and/or difference are not resolved amicably between the Parties, all disputes and/or differences arising out of or in relation to the construction, interpretation, scope, operation or effect of this Agreement or the validity or the breach thereof, shall be referred to arbitration at the request of any of the Parties, upon written notice to that effect to the other Party.
- c. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.
- d. All proceedings of such arbitration shall be in the English language.
- e. The venue of the arbitration shall be New Delhi, which shall be the seat of arbitration and the courts of New Delhi shall have exclusive jurisdiction over the arbitration proceedings.
- f. The arbitral tribunal shall comprise of a sole arbitrator appointed jointly/ collectively by the Parties. In the event, that the Parties are unable to agree on a sole arbitrator within 30 (thirty) days from the date on which a request for the dispute to be referred to arbitration is received by the other Party, the arbitrator shall be appointed in the manner prescribed under the Arbitration and Conciliation Act, 1996, as amended from time to time.
- g. The arbitral award shall state the reasons upon which it is based and shall be final and binding on the Parties.
- h. Arbitration may be commenced prior to or after completion of obligations under this Agreement. The existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings during the subsistence of this Agreement, shall not, in any manner, prevent or postpone the performance of those obligations of the Parties under this Agreement which are not in dispute.
- i. If either Party brings an action to enforce its rights under this Agreement or to obtain redress of any kind, including without limitation damages or specific performance, for the breach or violation of any of its provisions, the Prevailing Party (as defined below) shall be entitled to receive all costs and expenses (at actuals) relating to that legal action and appeals therefrom, including attorney’s fees and expert fees.
- j. For the purposes of this Agreement, “Prevailing Party” means the Party for whom a judgment, decree, or final award is rendered such that it shall receive all or substantially all of the relief sought.

**24. Governing Law:**

This Agreement shall be governed by the substantive laws of India to the exclusion of conflict of law provisions and shall be subject to the exclusive jurisdiction of the competent Courts at New Delhi only.

**25. Notice:**

All notices and requests in connection with this Agreement shall be given to the Parties by certified or registered mail, by a nationally or internationally recognized courier service, by facsimile (subject to acknowledgement of receipt), by email (subject to read receipt), or by hand as set forth below. All notices and requests shall be deemed given the earlier of seven (7) days after duly deposited in the mail, properly addressed with postage prepaid, or when actually received.

[name of the authorized signatory]  
[Designation]  
[name of the organization (for Vendor)]  
[address1]  
[Address2]  
Phone:  
Email:

[name of the authorized signatory]  
[Designation]  
[name of the organization (Buyer)]  
[address1]  
[Address2]  
Phone:  
Email:

**26. Force Majeure.**

Neither Party shall be liable by reason of failure to perform under the terms of this Agreement if such failure arises out of causes beyond the control of, and without the fault or negligence of, such Party. Such cases may include, but are not limited, to acts of God, acts of insurrection, fires, floods, epidemics, quarantines, strikes, and labor disputes.

**27. Entire Agreement.**

This Agreement represents the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and concurrent agreements and understandings, oral or written, between the Parties with respect to the subject matter of this Agreement unless otherwise specified in writing by the Parties.

**28. No Assignment or Subcontracting.**

WJCF may transfer or assign this Agreement, or any part thereof, to any of its stakeholders agree in writing to be bound by the terms and conditions of this Agreement. Partner may not assign or sub-contract its rights or services under this Agreement, in whole or in part, whether by operation of law or otherwise without the prior written consent of WJCF Amendments. Any material changes to this Agreement must be discussed by the Parties, confirmed in writing, and attached as an addendum to this Agreement.

**29. Counterparts and Facsimiles.**

The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission or electronic scan, and facsimile or electronic scan copies of executed signature pages shall be binding as originals.

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement through their duly authorized representatives.

[Signature appears as below]

[name of the Vendor/Party]

[name of the Buyer]

By: \_\_\_\_\_  
[name of the signatory]  
[designation]  
Date:

By: \_\_\_\_\_  
[name of the signatory]  
[designation]  
Date:



### 37. Annexure D- Non-Disclosure Agreement

#### NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** ("hereinafter referred to as the **"NDA"**) is executed on this \_\_\_\_\_ day of \_\_\_\_\_ [Year], when each Party signed this NDA ("hereinafter referred to as the **"Effective Date"**"), by and between,

**[INSERT NAME OF VENDOR]** a body corporate, incorporated under the **[INSERT WHETHER REGISTERED UNDER COMPANIES ACT, 2013, LLP OR AS APPLICABLE]**, having its registered office at **[INSERT ADDRESS]**; acting through its authorized signatory/ designated partner/ authorized representative **[INSERT NAME]** (hereinafter referred to as **"Receiving Party"**) which expression shall unless repugnant to the context or subject or meaning thereof deem to include their successors and permitted assigns of the **FIRST PART**; AND

William J. Clinton Foundation India, a company incorporated under the Companies Act, 1956 (now companies Act 2013) having its registered office at 40, Okhla Industrial Estate, Phase 3, New Delhi- 110020, India, acting through its authorized signatory/ director/ authorized representative \_\_\_\_\_ (hereinafter referred to as **"WJCF"** or **"Disclosing Party"**) which expression shall unless repugnant to the context or subject or meaning thereof deem to include their successors and permitted assigns of the **SECOND PART**.

Disclosing Party and the Receiving Party are hereinafter referred to individually as a **"Party"** and collectively as the **"Parties"**.

#### WHEREAS

- A.** Disclosing Party is a company engaged in the business of providing **[INSERT NATURE OF WORK OF THE VENDOR]**.
- B.** The Receiving Party is a not-for-profit company engaged in public health development services including supporting of state governments across thirteen (13) states in India to expand access to prevention, diagnosis, management and treatment services across critical healthcare needs.
- C.** The Parties are contemplating entering into a business relationship and for this purpose the Disclosing Party will disclose to the Receiving Party information that may be confidential and/ or proprietary in nature.
- D.** The Parties therefore wish to enter into this NDA to record their obligations in respect of the confidential and/ or proprietary information of the Disclosing Party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

#### 1. In this Agreement:

**"Associates"** of a Party means a body corporate that controls or is controlled by, or is under common control with, that Party. For the purposes of this definition, "control" means the ability, whether direct or indirect, to direct or influence the management and policies of a Party in any way.

**"Confidential Information/ Proprietary Information"** means to include, but not limited to, means any and all non-public information of a Party, including, but not limited to, (i) third party information that either Party is obligated to maintain as confidential, (ii) information developed by either Party on behalf of the other Party, (iii) information developed by either Party within the performance of its duties under this NDA, (iv) information pertaining to a Disclosing Party's technologies, products, intellectual property, finances, or operations, and (v) information that either Party discloses to the other Party, directly or indirectly, in writing or orally, which is designated as "Confidential," "Proprietary," or "Restricted." Notwithstanding the foregoing, Confidential Information shall specifically, but without limitation, include business plans, data, lists, names, design documents, drawings, financial analyses, forecasts, formulas, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, and trade secrets. Confidential Information shall not, however, include any information that, as

evidenced by written records, (i) was publicly known or generally available in the public domain prior to the Disclosing Party's disclosure to the receiving Party, (ii) becomes publicly known and generally available after disclosure to the receiving Party through no wrongful acts or omissions of the receiving Party, (iii) the receiving Party possessed prior to disclosure, as shown by the receiving Party's written evidence, or (iv) the receiving Party obtained from a third party lawfully in possession of such information and without a breach of that third party's obligations of confidentiality.

Confidential Information shall also include all information that the Disclosing Party deems to be confidential and of which the Receiving Party becomes aware, whether before or after the date of this NDA, either through disclosure by the Disclosing Party to the Receiving Party, or otherwise through the Receiving Party's involvement with the Disclosing Party, but does not include information that:

- (a) The Receiving Party creates (whether alone or jointly with any person) independently of the Disclosing Party's Confidential Information (provided the Receiving Party has evidence in writing that the information falls within this exception);
- (b) Is in public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any person to whom the Receiving Party has disclosed the information); or
- (c) Is obtained without restriction as to further disclosure from a source other than the Disclosing Party through no breach of confidentiality by that source; or
- (d) Is already in Receiving Party's possession prior to its disclosure to Receiving Party.

and, for the purposes of this definition, references to "Disclosing Party" and "Receiving Party" shall include any Associates of that Party.

**"Personnel"** of a party means that Party's directors, partners, associates, affiliates or employees or agents or suppliers or advisers.

**"Purpose"** means the purpose for which the Confidential Information is being disclosed under the terms and conditions mentioned in this NDA along with the Request for Proposal Issued by WJCF.

Except as expressly provided otherwise in this NDA, the Receiving Party shall keep confidential all Confidential Information received in connection with the Purpose, and shall:

- (a) Only use the Confidential Information for the Purpose;
- (b) Not disclose to any other person or entity any Confidential Information, or that discussions are taking place between the Parties concerning the Confidential Information or the Purpose;
- (c) During the term of this NDA and thereafter, the receiving Party shall not directly or indirectly
  - (i) publish, disseminate or otherwise disclose,
  - (ii) use for its own benefit or the benefit of a third party, or
  - (iii) deliver or make available any Confidential Information of the Disclosing Party to a third party, other than to further the purposes of this NDA and with the prior written consent of the Disclosing Party.
- (d) The receiving Party shall exercise all reasonable precautions to protect the integrity and confidentiality of the Confidential Information. Such precautions shall include, but not be limited to, the highest degree of care the receiving Party utilizes to protect its own Confidential Information of a similar nature.  
and
- (e) Not to make copies or permit or authorize the making of copies of the Confidential Information except with the permission of the Disclosing Party.

## **2. The Receiving Party:**

- a. The receiving Party shall limit access to Confidential Information to its officers, employees, agents, subcontractors, attorneys, auditors, or lenders (collectively, **"Representatives"**) who have a need to know for purposes of performance of this NDA, and require such Representatives to keep the Confidential Information confidential and to be bound by this NDA to the same extent as if they were parties to this NDA;

- b. Shall procure that each of the Representative(s) to whom Confidential Information is disclosed strictly comply with the terms of this NDA as if the Personnel were each a party to this NDA, and shall take all steps available to enforce such obligations of confidentiality; and
  - c. Immediately give a written notice to the Disclosing Party of any unauthorized use or disclosure of Confidential Information and shall assist the Disclosing Party in remedying such unauthorized use or disclosure at the cost of the Receiving Party.
- 3. The Receiving Party shall exercise a similar degree of care to guard against disclosure or use of the Confidential Information as the Receiving Party employs with respect to its own Confidential Information but, in any event, not less than reasonable care.
- 4. The Receiving Party shall remain liable for the breach of such terms and conditions by its Representatives and will be liable for any damages incurred by the Disclosing Party pursuant to this NDA, as a result of such breach.
- 5. The obligations of confidentiality in this NDA do not apply to the extent disclosure is required by law or order of a relevant court of law, the listing rules of a stock exchange, or direction of any government or statutory or regulatory authority with authority to regulate or direct either or both Parties to this NDA, provided that the Receiving Party shall:
  - (a) Give prompt notice of the requirement of disclosure to the Disclosing Party as reasonably practicable and legally permissible;
  - (b) To the extent lawful and practicable to do so prior to disclosure, consult with Disclosing Party as to the disclosure requirement with a view to agreeing the extent, content and timing of the disclosure;
  - (c) Co-operate with the Disclosing Party in seeking an appropriate protective order for staying the disclosure of the Confidential Information where the disclosure is required as a result of an order of a relevant Court of Law or direction of any Government or statutory or regulatory authority;
  - (d) Restrict the disclosure to the information expressly required to be disclosed; and
  - (e) Stamp or otherwise identify as confidential all such information at the time of its disclosure.
- 6. On the termination of this NDA or the Disclosing Party's written request, all Confidential Information stored in any medium (including, without limitation, incorporated in computer software or held in electronic storage media), together with that part of any documents or materials containing Confidential Information, as is in possession or control of the Receiving Party shall, at the Disclosing Party's option, be returned to the Disclosing Party or destroyed by the Receiving Party immediately and in no case later than two (2) days of the Disclosing Party's written request. Furthermore, Receiving Party shall certify in writing to the Disclosing Party that it has complied in full of its obligations under this clause.
- 7. The Receiving Party agrees that breach of this NDA may cause irreparable damage to the Disclosing Party for which monetary damages are not a sufficient remedy, and the Disclosing Party shall be entitled to seek specific performance or injunctive relief to prohibit any breach or threatened breach of this NDA.
- 8. The rights, powers and remedies of a Party under this NDA are cumulative with the rights, powers and remedies provided at law and in equity independently of this NDA. A Party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a Party does not prevent a further exercise of that or of any other right, power or remedy. The failure of a Party at any time to insist on performance of any provision of this NDA is not a waiver of its right at any later time to insist on performance of that or any other provision of this NDA.
- 9. To the extent permitted by law:
  - (a) The Disclosing Party excludes all express and implied warranties in connection with the Confidential Information and, without limitation, the Disclosing Party does not warrant or represent that:
    - (i) The Disclosing Party will disclose any particular kind or quantity of information; or
    - (ii) The Confidential Information is complete, accurate, sufficient or suitable for the Receiving Party's purposes.
  - (b) The Disclosing Party shall not have any liability or responsibility for any errors or omissions in, or any decision made by the Receiving Party in reliance on, the Confidential Information.
- 10. Each Party acknowledges that:

- (a) Nothing in this NDA constitutes a relationship of partnership, employer and employee, or principal and agent, and neither Party has a right to bind the other Party in contract or otherwise at law;
  - (b) Providing or receiving Confidential Information under this NDA shall not constitute an offer, acceptance, or promise to enter into or amend any other contract;
  - (c) The Confidential Information disclosed by the Disclosing Party remains the property of the Disclosing Party only and the disclosure of Confidential Information shall not be construed as conferring on or granting to the Receiving Party any rights in any Confidential Information, other than the limited right to use the Confidential Information as permitted by this NDA; and
  - (d) The Confidential Information is provided on an “as is where is” basis.
11. This NDA may only be varied in writing signed by the Parties.
12. Neither Party may assign or transfer any rights arising out of this NDA without the prior written consent of the other Party.
13. If any term or provision of this NDA is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be severed from this NDA and such provision shall not affect the legality, enforceability, or validity of the remainder of this NDA.
14. If the law requires the receiving Party to make any disclosure that this NDA prohibits or otherwise constrains, the receiving Party must promptly notify the Disclosing Party in writing so as to allow the Disclosing Party a reasonable opportunity to seek a protective order or other appropriate relief. The receiving Party shall provide reasonably requested assistance to the Disclosing Party for the purpose of obtaining such order or other relief. Subject to the foregoing sentences, the receiving Party may only furnish the portion of Confidential Information that the receiving Party is legally required to disclose.
15. As between the Parties, Confidential Information is the exclusive property of the Disclosing Party, subject to the receiving Party’s rights to use the Confidential Information which is disclosed to the receiving Party from the Disclosing Party to perform this NDA.
16. The use of Confidential Information in furtherance of this NDA shall not be deemed a waiver by the Disclosing Party of any rights with respect to such materials, and it is expressly agreed that neither Party transfer by operation of this NDA to the other Party hereto any patent right, copyright, or other intellectual property or proprietary right that either Party owns or controls.
17. This NDA shall terminate on upon termination of services of the Receiving Party in its proposal including termination of the contract, or execution of a definitive agreement for the Purpose or with immediate effect on notice in writing by either Party.
18. On termination of this NDA or at the request of the Disclosing Party, whichever occurs first:
- (a) The Receiving Party’s right to use the Disclosing Party’s Confidential Information will cease;
  - (b) The receiving Party must immediately return to the Disclosing Party or destroy all Confidential Information provided to or developed by the receiving Party under this NDA. Notwithstanding the foregoing, if it is infeasible for the receiving Party to return or destroy the Disclosing Party’s Confidential Information hereunder (e.g., for legal, risk management, and/or archival purposes), the receiving Party shall:
    - (i) extend the protections of this NDA to such Confidential Information; and
    - (ii) limit further uses and disclosures of Confidential Information to those purposes that make the return or destruction infeasible for so long as the receiving Party maintains the Confidential Information.; and
  - (c) Any other parts of this Agreement that, by their nature, are intended to survive termination will do so.
- Termination of this NDA shall not affect a Party’s accrued rights or remedies.
19. Except for the contracting Parties to this NDA, no third party shall have any right to enforce or rely on any provision of this NDA.
20. This NDA is being executed in counterpart to the Agreement for Procurement and Service Delivery of Ultraportable handheld digital X-ray device + Licenses dated [●], and any subsequent contract executed between the Party’s, all of which, shall be read together and shall constitute one and the same agreement.

- 21. The Parties represent that they have in full force and effect the authorizations necessary for it to enter into this NDA.
- 22. The Disclosing Party shall inform Receiving Party in writing if, in the course of evaluating the Purpose, the Personnel will have access to any unpublished price sensitive information, whether of Disclosing Party or any other entity. Disclosing Party agrees that Receiving Party shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to Receiving Party. All information supplied to Receiving Party (in whatever form) which is not in the public domain will be treated as Confidential Information for the Purpose. Further, Disclosing Party shall be responsible to obtain legal advice to make sure that information disclosed to Receiving Party is not in contravention of any applicable laws and regulations.

IN WITNESS WHEREOF, each of the Parties has duly executed this NDA through their duly authorized representatives.

[Signature appears as below]

[name of the Vendor/Party]

[name of the Buyer]

By: \_\_\_\_\_  
[name of the signatory]  
[designation]  
Date:

By: \_\_\_\_\_  
[name of the signatory]  
[designation]  
Date:

### 38. Annexure E – Financial Template

38.1. A financial proposal template link has been appended here to be responded in a in password protect file. Respondent is to fill in all the sheets of the template and attach it to their proposal submission.

<https://clintonhealth.box.com/s/95rngyyu6hkchbexin2bn6m8qblu76n>

### 39. Annexure F – Checklist format – Administrative and Technical I Criteria

39.1. The respondents must duly fill and submit checklist in excel file format and all other appendices templates along with the proposal, which are available in below link.

<https://clintonhealth.box.com/s/k55b12da65l817h2qovurfw3d58rdhej>

### 40. Appendices format

40.1 **Format of Appendices 1-18** are provided in the Link to be submitted by Respondent along with the Technical Proposal narrative.

<https://clintonhealth.box.com/s/yweewq1x70h5auhe9cbuqtobf3hg5f9g>

=== End of RFP ===