

AGREEMENT FOR EMPANELMENT

EMPANELMENT OF AGENCIES TO PROVIDE PRODUCT DEVELOPMENT
SUPPORT SERVICES THROUGH KALAM INSTITUTE OF HEALTH TECHNOLOGY

Kalam Institute of Health Technology
Email: info@kiht.in
Telephone: +91-8885092122

TABLE OF CONTENTS

| | |
|--|----|
| DISCLAIMER..... | 2 |
| INTRODUCTION..... | 4 |
| INSTRUCTIONS TO AGENCIES..... | 6 |
| COVERING LETTER..... | 8 |
| APPLICATION FORM..... | 9 |
| GENERAL INFORMATION OF AGENCY (ANNEXURE-A)..... | 10 |
| POWER OF ATTORNEY (ANNEXURE -B)..... | 11 |
| WORKS EXECUTED IN LAST 3 YEARS (ANNEXURE-C)..... | 13 |
| LIST OF KEY PERSONALS EMPLOYED (ANNEXURE-D)..... | 14 |

DISCLAIMER

This Proposal is an invitation by the Authority to the prospective **Empaneling Agency** or any other person. The purpose of this Proposal is to provide interested parties with information that may be useful to them in empaneling. This Proposal includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each **Empaneled Agency** may require. This Proposal may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Proposal. The assumptions, assessments, statements and information contained in the Documents may not be complete, accurate, adequate or correct. Therefore, each Agency should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this proposal and obtain independent advice from appropriate sources.

Information provided in this Proposal to the Agency(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Agency(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Proposal or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Proposal and any assessment, assumption, statement or information contained therein or deemed to form part of this Proposal or arising in any way for participation in this Empanelment.

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Proposal. The issue of this Proposal does not imply that the Authority is bound to select an Agency or to appoint the Selected Agency for the Services and the Authority reserves the right to reject all or any of the Empanelment's without assigning any reason whatsoever.

The Agency shall bear all its costs associated with or relating to the preparation and submission of its Empanelment including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred relating to its Empanelment. All such costs and expenses will remain with the Agency and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Agency in preparation or submission of the documents for empanelment, regardless of the conduct or outcome of the empanelment Process.

KALAM INSTITUTE OF HEALTH TECHNOLOGY

INTRODUCTION

1.1 Background

1.1.1. Kalam Institute of Health Technology is a government of India project under the Department of Biotechnology, aimed at promoting and supporting innovations in medical technologies through R&D, industry promotion, policy-making and knowledge repository. It comprises of four cells.

1. Cell for Research and Development - Facilitates focused research on Critical Technology Links and establishing Core Scientific Facilities pertaining to medical devices

2. Cell for Technology Transfer - Creates e-Auction platform by transferring medical device technical knowledge from research institutes, start-ups, innovators to industries and establishing good connections with health technology stakeholders.

3. Cell for Innovation and Market Access - Works as aggregator in between the innovator milieu (viz. academia, start-ups, MSME) and industry partner thereby enabling health market access of promising technologies.

4. Cell for Market Intelligence and Trade - Analyze and suggest market and trade related data on medical devices, and monitors Mergers and Acquisitions among corporates in medical devices industry.

1.1.2. The scope of work will broadly include aiding product development.

1.1.3. The Empanelment is valid for a period of 3 years (three years).

1.1.4. The Authority shall empanel the Selected Agencies in accordance with this Proposal.

1.1.5. The Empaneled Agency Agreement sets forth the detailed terms and conditions for grant of the empanelment to the Agency, including the scope of the Agency's services and obligations.

1.1.6. The statements and explanations contained in this Proposal are intended to provide a better understanding to the Agencies about the subject matter of this Proposal and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Empaneled Agency set forth in the **Empaneled Agencies Agreement** or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Documents including this Proposal are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7. The Authority shall receive empanelment documents pursuant to this Proposal in accordance with the terms set forth in this Proposal and other documents to be provided by the Authority pursuant to this Proposal, as modified, altered, amended and clarified from time to time by the Authority (collectively the "empanelment Documents").

1.2 Brief description of Empanelment Process

1.2.1. The Authority has adopted a single stage process (the "Empanelment Process") for selection of an agency for empanelment. All Agencies for a Service shall submit Response to this Expression of Interest in which relevant qualification details for meeting Minimum Eligibility Criteria ("Qualification document") shall be explained with documentary proof. In the first step, Qualification Document of all Agencies shall be evaluated as to whether they are responsive in terms of this

Proposal for undertaking the Service(s). On successfully meeting the requirements of Proposal, the agency shall be empaneled with the authority.

- 1.2.2. In terms of the Proposal, the empaneled agency is required to deposit nonrefundable, empanelment fee of Rs. 50,000/-(plus 18% GST) amounting to a total of INR. 59,000/- (Fifty-Nine Thousand Only).
- 1.2.3. The empanelment process would be an ongoing process. Applications for empanelment shall be screened for eligibility and the agreement process be initiated within two weeks of screening of eligibility criteria.
- 1.2.4. Industry associations registered in India or having a registered office in India shall be empaneled without any empanelment fee upon request from such associations. The individual service provider will be required to pay the empanelment fees irrespective of association affiliation.
- 1.2.5. The empaneled agencies would not necessarily require taking an office in KIHT, located within the Andhra Pradesh MedTech Zone.
- 1.2.6. Any queries or request for additional information concerning this PROPOSAL shall be submitted in writing or e-mail to the officer designated. The envelopes/ communication by or email shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Proposal for Empanelment of Agencies for providing product development Support Services through KIHT ".

INSTRUCTIONS TO EMPANELED AGENCIES

GENERAL TERMS OF EMPANELMENT

1. GENERAL:

The “AGREEMENT FORM EMPANELMENT” can be downloaded online from www.kiht.in.

The Agency shall deposit a non- refundable empanelment fee of Rs. 50,000/-(plus 18% GST) amounting to a total of INR 59,000/- (Fifty-Nine Thousand Only). The Document Fee shall be in the form of a demand draft issued by a Scheduled Bank in India, in favor of Kalam Institute of Health Technology payable at Visakhapatnam or deposited online through secured payment gateway available on the website of www.kiht.in.

2. CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation and recommendation for the Agencies shall not be disclosed to any person who is not officially concerned with the Empanelment Process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Empanelment Process. The Authority will treat all information, submitted as part of the Empanelment, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or relating to any legal process.

3. DISCRETION OF THE AUTHORITY:

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) Suspend and/ or cancel the Empaneling Process and/ or amend and/ or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;
- b) Consult with any Empaneled Agency to receive clarification or further information; retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Agency.

4. REJECTION:

The Authority reserves the right to reject any Agency, which is non-responsive or carries any of, the below mentioned acts:

- a) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empaneling Process.
- b) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Empaneling Process;

- c) "Undesirable practice" means
- (i) Establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empaneling Process; or
 - (ii) having a Conflict of Interest; and
- d) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among empaneling agencies with the objective of restricting or manipulating a full and fair competition in the Empaneling Process.

5. JURISDICTION AND ARBITRATION:

The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and Hon'ble Court in Visakhapatnam, Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Empanelment Process. The management from KIHT shall be responsible on behalf of KIHT to attend to the requirements of dispute and jurisdiction. If the stage of dispute solving is beyond the scope of KIHT official, a retired judge would be empaneled to convene the process of arbitration and provide solution to the dispute.

LIST OF DOCUMENTS TO ENCLOSE WITH APPLICATION FORM.

1. Covering Letter
2. Status of the Firm / Registration certificate / Memorandum of association
3. Income Tax Return.
4. Previous year balance sheet and Profit & Loss Account
5. Annexures A to E of Empanelment Agreement
6. Photograph (CD) of major work executed.
7. Letters of owners / organizations informed in Proforma-I having completed the projects satisfactorily.
8. The applicant should enclose Demand Draft (nonrefundable) for Rs. 59,000/- (Rupees Fifty Nine Thousand Only) in favor of Kalam Institute of Health Technology payable at Visakhapatnam.

COVERING LETTER

To,
KALAM INSTITUTE OF HEALTH TECHNOLOGY
HR& ADMIN DEPARTMENT
HILL NO: 2, IT PARK,
VSEZ, MADHURWADA
VISAKHAPATNAM-530045

Ref: **Application for empanelment as Agency to provide product development Support Services through KIHT.**

Dear Sir,

I / we have read and understood the instructions and the Terms & Conditions mentioned in the Proposal. I / we do hereby declare that the information furnished in the application and the supplementary sheets are correct to the best of my knowledge and belief.

I / we authorize Kalam Institute of Health Technology or its authorized persons to approach our employers, clients, corporation, organization etc. to verify the facts submitted by us.

Signature of applicant with seal

Name:

Designation:

Address:

Place

Date:

APPLICATION FORM

| | | | |
|-----|---|----------------|--------------------------|
| 1. | Name of the organization | | |
| 2. | Address | Postal address | |
| | | Telephone no | |
| | | E-mail address | |
| 3. | Year of establishment | | |
| 4. | Status: Whether Company/Firm/ Other Legal Entities excluding sole proprietary concern | | |
| 5. | Name of Directors/ Partners | | i) ii) iii) iv) |
| 6. | Whether registered with any institution, association, or agency | | |
| 7. | Name and address of Bankers | | i) ii) iii) iv) |
| 8. | Name of completed projects. (Details to be furnished in Annexure-C) | | i) ii) iii) |
| 9. | List of the key personal employed (Details to be furnished in Annexure-D) | | i) ii) iii) |
| 10. | Whether an assessed of income tax, if so mention permanent account number furnish copies of Income Tax Returns of Previous Financial Year | | |
| 11. | Furnish copies of audited Balance Sheet and Profit & loss account (if tax audit is applicable) | | |
| 12. | Demand Draft Details drawn in favor of “Kalam Institute of Health Technology” payable at Visakhapatnam 1) DD Number 2) Date 3) Bank Name | | |

ANNEXURE A
GENERAL INFORMATION OF AGENCY

1. Name of the Organization:

2. Brief description of the {Company/Trust/ Society/Partnership Firm/ firm/other legal entities except sole proprietary concerns} including details of its main lines of business and proposed role and responsibilities in the Service (s):

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Agency:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

ANNEXURE B

POWER OF ATTORNEY FOR SIGNING OF AGENCY

We _____
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms _____
Son/daughter/wife of _____ and
presently residing at _____, who is
holding the position of _____ as our
true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our "Empanelment of Agencies for providing support services for testing and certification", (the "Authority") including but not limited to signing and submission of all applications, empaneling and other documents and writings, participate in meetings and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Empanelment Agreement for Agency and undertakings consequent to acceptance of our empanelment, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our empanelment for the Service(s) and/or till the entering into of the Empanelment Agreement for Agency with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____
THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON
THIS _____ DAY OF MONTH _____ 20_____

For

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the agency should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency.
3. Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).
4. For a Power of Attorney executed and issued overseas, the document has to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

ANNEXURE-C

WORKS EXECUTED IN LAST 3 YEARS

| Sr.No | Name of the work/ project executed with address | Short description of work executed | Name and address of owner | Area and value of building / work executed | Stipulated time and date of completion | Actual time and date of completion | Any other relevant information |
|-------|---|---------------------------------------|------------------------------|--|---|---------------------------------------|--------------------------------------|
| 2017 | | | | | | | |
| 2016 | | | | | | | |
| 2015 | | | | | | | |

Signature of the Applicant

ANNEXURE- D

LIST OF KEY PERSONAL EMPLOYED

| Sr.No. | Name | Designation | Qualification | Experience | Years with the Firm | Any other information |
|--------|------|-------------|---------------|------------|---------------------|-----------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Signature of the Applicant
