

निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर

क्रमांक: चि.प्र./पीपीपी/2015/09

दिनांक: 7-01-16

ई-टेंडर निविदा सूचना

माननीय मुख्यमंत्री बजट घोषण के अन्तर्गत राज्य के 33 जिला चिकित्सालय में निजी जनसहभागी द्वारा इन विट्रो फर्टिलाइजेशन केन्द्रों (IVF Center) का संचालन करना है। इच्छुक संस्था चिकित्सा विभाग की वेबसाइट www.rajswasthya.nic.in तथा सूचना एवं जन सम्पर्क विभाग की वेबसाइट www.dipr.rajasthan.gov.in एवं www.eproc.rajasthan.gov.in पर विस्तृत विवरण एवं प्रारूप डाउनलोड कर सकते हैं।

ई-निविदा हेतु विवरण निम्न प्रकार है :-

1.	कार्यालय का नाम	निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राज. जयपुर। (स्वास्थ्य भवन)
2.	कार्य का नाम	33 जिला चिकित्सालयों पर IVF Center पीपीपी मोड पर चलाये जाने के सम्बन्ध में
3.	अनुमानित लागत	रुपये 96.00 लाख प्रति जिला चिकित्सालय
4.	धरोहर राशि	1,92,000/- रुपये प्रति जिला चिकित्सालय
5.	प्री. बिड कान्फ्रेन्स	19.01.2016 प्रातः 11.00 बजे निदेशालय स्थित कान्फ्रेन्स हॉल में
6.	ऑन लाईन निविदा प्रपत्र डाउनलोड एवं अपलोड की अवधि	दिनांक 25.01.2016 से 10.02.2016 सायं 6:00 तक
7.	ऑन लाईन निविदा खोलने की दिनांक	11.02.2016 को 04:00 PM
8.	ऑन लाईन निविदा खोलने का कार्यालय,	निदेशालय, चिकित्सा एवं स्वास्थ्य सेवाएं, जयपुर
9.	निविदा फार्म शुल्क	1000/- रुपये डीडी/बैंकर्स चेक निदेशक (जन स्वा0) जयपुर के पक्ष में देय होगी
10.	निविदा प्रोसेसिंग शुल्क	1000/- रुपये डीडी MD (RSIL) जयपुर के पक्ष में देय होगी

निविदा पत्रों को वेबसाइट www.eproc.rajasthan.gov.in से डाउनलोड किया जा सकता है, इन निविदाओं में भाग लेने वाले संवेदक निविदा को इलेक्ट्रॉनिक फार्मेट में वेबसाइट www.eproc.rajasthan.gov.in पर जमा करा सकते हैं। वित्त विभाग की आदेश संख्या एफ.(1)एफ.डी./जी.एफ.एण्ड ए.आर./2007 दिनांक 30.09.2011 (सर्कुलर नं.19/2011) के अनुसार 50.00 लाख रुपये तक की राशि के कार्यों के लिए 1000/- व 50.00 लाख रुपये से अधिक राशि के कार्यों के लिए 1000/- रुपये की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो डिमांड ड्राफ्ट या बैंकर्स चेक के रूप में देय होगी। यह डिमांड ड्राफ्ट या बैंकर्स चेक मेनेजिंग डायरेक्टर, आर.एस.आई.एल., MD(RSIL) जयपुर के पक्ष में भुगतान योग्य होना चाहिए।

1. धरोहर राशि निविदा प्रपत्र में दर्शायी गयी कुल अनुमानित लागत की 2 प्रतिशत प्रति जिला चिकित्सालय पर IVF Center (रु एक लाख बानवे हजार) होगी निविदा शुल्क एवं धरोहर राशि डीडी/बैंकर्स चेक के रूप में Director (PH) जयपुर के पक्ष में भुगतान योग्य होनी चाहिए।
2. निविदादाता एक या एक से अधिक जिला चिकित्सालयों पर IVF Center को निजी जन सहभागिता पर लेने के लिए एक ही निविदा फार्म में आवेदन कर सकता है लेकिन इस प्रकार के आवेदन के लिए निविदादाता को प्रत्येक जिला चिकित्सालय के लिए अलग अलग रुपये एक लाख बानवे हजार की धरोहर राशि का डीडी/बैंकर्स चेक सीलबन्द लिफाफे में जमा करानी होगी एवं लिफाफे के बाहर आवेदन किये गये जिला अस्पताल का लोट नम्बर एवं नाम अंकित करना होगा।

3. निविदा शुल्क, धरोहर राशि, MD(RSIL) के पक्ष में देय शुल्क एवं शपथ पत्र (निविदा प्रपत्र में बताए अनुसार) की मूल प्रति संयुक्त निदेशक (चि.प्र.) कमरा नम्बर 108, निदेशाल, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर में सोमवार 11 फरवरी, 2016 को अपराह्न 11:00 बजे तक जमा कराया जाना आवश्यक है इसके बिना तकनीकी निविदा को नहीं खोला जावेगा एवं उक्त की स्कैन प्रति निविदा प्रपत्र के साथ अपलोड करानी होगी।
4. संबंधित संयुक्त निदेशक (चि.प्र.) कमरा नम्बर 108, निदेशाल, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर में संवेदक द्वारा दिनांक 25.01.2016 से 10.02.2016 सायं 6:00 तक निविदा प्रपत्र को देखा जा सकता है अथवा वेबसाइट www.eproc.rajasthan.gov.in पर भी देखा जा सकता है निविदा प्रपत्रों में निविदादाता के लिए योग्यता सूचना एवं निविदाकर्ता की पात्रता, प्लान, स्पेसिफिकेशन, ड्राईंग, विविधन्न कार्यों की मात्रा एवं दरों का विवरण, नियम शर्तें व विवरण वर्णित है।
5. निविदा खोलने की दिनांक से 90 दिवस तक निविदा स्वीकृति हेतु विधि मान्य रहेगी, यदि निविदादाता उस अवधि में अपनी निविदा अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस ले लेता है तो उसकी धरोहर राशि जब्त करली जावेगी।
6. किसी भी निविदा को स्वीकार करने एवं बिना कारण बताए निरस्त करने के समस्त अधिकार निदेशक (जन स्वा0) के पास सुरक्षित है।
7. आरटीपीपी एक्ट एवं नियम 2013 के समस्त प्रावधान इस निविदा पर लागू होंगे।
8. ई-टेंडरिंग के लिए निविदादाता हेतु निर्देश:-
 - इन निविदाओं में दिलचस्पी लेने वाले निविदादाता निविदा पत्रों को वेबसाइट www.eproc.rajasthan.gov.in से डाउनलोड कर सकते हैं।
 - निविदाओं में भाग लेने निविदादाताओं को वेबसाइट www.eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑनलाईन निविदा में भाग लेने के लिए डिजिटल सर्टिफिकेट इनफोरमेशन टेक्नोलॉजी एक्ट 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साईन करने हेतु काम आयेगा। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सी सी ए द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाता के पास पूर्व में वेद्य डिजिटल सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।
 - निविदादाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फोरमेट में उपरोक्त साईट पर डिजिटल साईन के साथ प्रस्तुत करना होगा। जिनके प्रस्ताव डिजिटल साईन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जायेंगे। कोई भी प्रस्ताव भौतिक फार्म में स्वीकार्य नहीं होगा।
 - ऑनलाईन निविदाएँ निर्धारित दिनांक एवं समय पर ही खोली जायेंगी। यदि निविदा खोलने की दिनांक को राज्य सरकार के द्वारा किसी कारण से राजकीय अवकाश घोषित कर दिया जाता है तो निविदाएँ अगले कार्यदिवस को खोली जावेगी।
 - सशर्त निविदाओं को स्वीकार नहीं किया जावेगा।
 - इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवें की निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ संलग्न कर दी गई हैं।
 - कोई भी टेंडर इलेक्ट्रॉनिकली जमा कराने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।
 - टेंडर के प्रपत्र में आवश्यक सभी सूचियों/एनेक्सचर को सम्पूर्ण रूप से भरकर ऑनलाईन दर्ज किया जाना चाहिए।
9. निविदादाताओं को निविदा प्रपत्रों के साथ निविदा शुल्क, धरोहर राशि, आरआईएसएल, के पक्ष में देय शुल्क के डिमांड ड्राफ्ट/बैंकर्स चेक, शपथ पत्र, रजिस्ट्रेशन प्रमाण पत्र एवं गत 3 वर्षों का टीनओवर (सीए से प्रमाणित करवाकर) तथा गत तीन वर्षों की इनकम टेक्स रिटर्न प्रमाण पत्र की प्रतियां वेबसाइट www.eproc.rajasthan.gov.in पर अपलोड कराना आवश्यक है। निविदा शुल्क, धरोहर राशि, आरआईएसएल के पक्ष में देय शुल्क के डिमांड ड्राफ्ट/बैंकर्स चेक तथा शपथ पत्र की भौतिक प्रति

उक्त निर्धारित तिथि एवं समय तक निदेशालय, चिकित्सा एवं सेवायें, जयपुर के कमरा नम्बर 108 में जमा करानी होगी इसके अभाव में निविदाओं पर विचार नहीं किया जावेगा।

यदि किसी कारणवश निविदा खोलने की दिनांक को अवकाश रहता है तो निविदा उसके अगले कार्यदिवस को उसी समय व उसी स्थान पर खोली जायेगी। यदि निविदा खोलने की तिथि को किसी कारणवश सारी निविदाएं खोली नहीं जा सकती है तो उसके अगले कार्य दिवस को शेष निविदाएं खोलने का कार्य जारी रखा जायेगा।

पोस्ट क्वालिफिकेशन में रेसपोन्सेव निविदादाताओं की वित्तीय निविदा खोलने की सूचना निविदादाताओं को ईमेल द्वारा दी जावेगी। निविदा की समस्त प्रक्रिया ऑनलाईन होगी।



निदेशक (जन स्वास्थ्य)
चिकित्सा एवं स्वास्थ्य सेवाएं
राज.जयपुर

Request for Proposal
For
"Contracting In Vitro Fertilization (IVF) Center at
District Hospital under Public Private
Partnership (PPP) model"

Government of Rajasthan
Department of Health & Family Welfare
Rajasthan
Jaipur



REQUEST FOR PROPOSAL (RFP)

Request for proposal (RFP) is invited from the Private Organizations to execute the project "Contracting IVF Center at District Hospital under PPP model" for in Rajasthan.

The bidding document may be downloaded and apply from the website www.eproc.rajasthan.gov.in

The application consists of **Technical bid** for resource requirements and **Financial bid** IVF will be charged as per the rate decide Medical & Health Department and the bidder giving highest revenue to the government will be selected.

The submitted applications will be evaluated by Department of Health & Family Welfare, Government of Rajasthan.



"Directorate of Health Services"
Government of Rajasthan,
Rajasthan, Jaipur

Table of Contents

Table of Contents

1. Project Background
2. Scope of Work.
3. Terms and Conditions
4. Procedure for submitting the proposals
5. Evaluation Procedure
6. Other terms and conditions

Form A: Letter of Transmittal

Form B: Format for Technical Proposal

Form C: Format for Financial Proposal

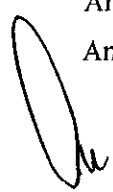
Annexure 1 Affidavit

Annexure A Compliance with the Code of Integrity and No Conflict of Interest

Annexure B Declaration by the Bidder regarding Qualification

Annexure C Grievance Redressed during Procurement Process

Annexure D Additional Conditions of Contract

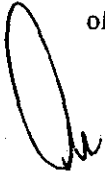


1. Project Background:

- i. Due to lack of specialist gynecologist, fertility clinic are not running in district hospitals of Rajasthan.
- ii. Government of Rajasthan is seeking assistance of the private sector to partner with the government to improve the availability and quality of IVF Center at District Hospital towards meeting gaps IVF Center at District Hospital for in fertility patient.
- iii. The Government of Rajasthan wishes to leverage a public-private partnership (PPP) policy for the health sector. The over-riding objective of the policy is to utilize the technical, financial and managerial resources available in the private sector for filling the gaps in existing IVF Center at district hospital.
- iv. To improve the quality of IVF Center at district hospital in Rajasthan, Government of Rajasthan has decided to contract out IVF Center at district hospital. This project is executed by the Government of Rajasthan.
- v. The current RFP is being issued to invite proposals for operations and management of IVF Center at district hospital in State. The installation of machine and management will be done by service provider. While space in District Hospital will be provide by department of Medical and Health.

2. Scope of Work:

The agency (preferably "A" Not for Profit or a single legal entity/entrepreneur or a consortium thereof) selected through this RFP shall be required to run one or more of the IVF Center facility of district hospital.



3. Terms & Conditions for IVF Center facility at district hospital in State of Rajasthan on open tender:

S.NO.	Terms and Conditions
1.	Tenderers are requested to submit the tenders in two bid systems viz technical and financial bid separately as under, without which tenders will not be considered and liable to rejected. (A) Technical Bid (Properly sealed) a) Earnest money Rs. 1,92,000(One Lack ninety two thousand) per IVF center per district hospital will be in form of Demand Draft/ Bankers Cheque drawn in favor of Director (PH) Medical & Health Services Rajasthan Jaipur. An applicant can submit one or more than one proposal in same application but in such case, he has to deposit earnest money in multiple of IVF center per district hospital applied. For each IVF center per district hospital bid a separate DD/Bankers cheque Rs. 1,92,000(One Lack ninety two thousand) as earnest money should be submitted, the envelope containing all DD/Bankers cheque should be sealed and lot number or name of IVF center district hospital applied should be clearly mention outside the envelop. b) Technical details, brochure, catalogue, literature (Original and data sheet) or any other relevant information about equipment required for IVF Center facility. c) Tender form and terms and conditions (Issued by Director (PH), Medical & Health Service, Rajasthan, Jaipur.) duly signed in all respect. d) Services of one. Gynecologist having three months training in IVF is mandatory for the continuation of the contract. (B) Financial Bid (Properly sealed) a) <u>Revenue Percentage</u>: The Tenderers will quote the revenue percentage to be given by him to Medical and Health Department, Jaipur (The criteria of selection will be maximum revenue sharing). b) Financial bid open: Financial bids of only those bidders will be opened, whose technical bids are found eligible by the committee of Directorate Medical and Health Services, Jaipur.
2.	<u>Security Deposit/ Bank Guarantee/Performance guarantee</u>: Service provider shall have to provide security deposit (Rs. 4,48,000(Four lakh fourty eight thousand) for IVF Center Facility at one district hospital in form of demand draft/N.S.C pledged in favour of Director (PH), Medical & Health Service, Rajasthan, Jaipur, till contract period. The said security money could be forfeited in case the service provider does not start IVF Center within stipulated period, prescribed by Medical & Health Department, Rajasthan, Jaipur. and if service provider left the contract before contract period.

3.	RFP Form Fees: Rs.1000/-
4.	Settlement of any dispute will be done within the jurisdiction of Court of Jaipur.
5.	Only one time provision of Space/Building will be given by the Medical & Health Dept. All the recurring expenses of electricity, Water, telephone, Manpower, Consumables etc. will have to be borne by the bidder.
6.	No guarantee will be given by the Medical & Health dept. regarding the minimum no. of investigations done.
7.	Bidder Security money shall not be returned before 120 days after award of the final agreement.
8.	Rs.100/- affidavit attested by Notary of concerned firm.(Annuxer-I)
9.	In case of any conflict, regarding term and condition between service provider and Medical & Health Department the decision of Dir.(PH) will be considered final.
10.	Start of IVF center:- service provider (bidder) shall make functional IVF center within 4 month from date of award of contract, however any delay attributable to the medical department, discom or PHED in providing of power or water connection on than approval shall be excluded from the period. Service provider should apply for power/water connection within 7 day from the date of award of contract.
11.	Financial Capacity: The service provider should have financial capacity (Net worth 1 crore for IVF Center for each district hospital) to run these IVF Center facility at district hospital in Rajasthan at the rate prescribed by Medical & Health Department, Rajasthan, Jaipur he will submit documentary proof- Income tax return.
12.	Period of contract: This contract (M.O.U) will be for 10 years from the date of handover of possession by Medical & Health Department government of Rajasthan.
13.	Land and Building (Space): Medical & Health Department, Rajasthan, Jaipur will provide only space for contract. The title and ownership of the land and building will remain with Medical & This contract (M.O.U) will be for 10 years from the date of handover of possession by Medical & Health Department government of Rajasthan Health Department, Rajasthan, Jaipur and no right will occur to the service provider on account of operating the IVF Center facility.
14.	Interior work: - All the interior work required will have to be arranged by the service provider at his own cost with the permission of the Principal Medical Officer of Concern District Hospital and at the time of vacating the premises, he will remove fixtures with permission of hospital administration, permission which shall not be unreasonably withdrawn.
15.	Adequate Area/Space/Pre-requisite: Adequate area/Space will be provided by the hospital administration to service provider for IVF Center. All the pre-requisites such as civil, electrical, air conditioning, computer or any other

	changes in the site for IVF Center facility will be executed by the service provider with the written permission of the Hospital administration
16.	<u>Vacate Premises:</u> Premises will revert back to the possession of Medical & Health Department, Rajasthan, Jaipur within a period of 30 days from the date of expiry/termination of the contract. In case the service provider fails to vacate the premises within a period of 30 days, penalty charge Rs. 5000/- per day upto 7 days will be charged from service provider by Hospital Administration and after 7 days IVF Machine and performance security will be forfeited by the Hospital Administration and service provider will not claim for it.
17	Bidder should deposit revenue share to government up to 15 th day of the next month.
18.	Medical and Health department will not have any liability to regularize the contractual staff hired by service provider after termination of contract period.
19.	<u>Quality of machine:</u> The Service Provider will provide Brand New Unit fully loaded with all software, weight loading software coils all body parts of desired machine with latest technology and trained manpower required to operate and maintain it, within 15 days time of installation of machine. The machines should be-type approved. The machine must be compatible, and must have computer communication port with their work station software so that the department can see scan images on other connected computers on network.
20.	Management of IVF center should be according to ICMR guide lines for IVF Gol.
21.	Any person/ institute who is debar blacklist last three years by any department/venture of state government will not be eligible to take part in bidding process
22.	Bidder should write page no. on every page of technical bid document and it's any annexure and present index at the first page indicating titles of document.
23.	Rate list of per IVF:- Rs. 40,000/- Include all charges (medicine and investigation)
24	If bidder does not follow term and condition of contract than machine/equipment and performance security will be forfeited by the Hospital Administration and service provider will not claim for it.
25	Success bidder should be done an agreement with director (PH) as per ter and conditions RFP and GF&AR



4. Procedure for submitting the proposals

Evaluation Procedure The applicant can be a "not for profit" legal entity individual or consortium thereof fulfilling the following criteria

Evaluation of Technical bid will not be done if bidder not submitted fees Rs. 1,000/-, RISL fees Rs 1,000/- Earnest money 1,92,000(One Lack ninety two thousand) and affidavit as per annexure 1

Part-A: Technical proposal

- Evaluation will be done separately for each Number
- Any doctor, individual or group of doctors with minimum qualification of MBBS, MS Gynaecology with full efficiency to carry out specific purpose mentioned can also apply.
- The Proposals shall be evaluated by an Evaluation Team, to be constituted by the Director, Medical and Health Service, Jaipur
- An applicant can submit one or more than one proposal in same application but in such case, he has to deposit earnest money in multiple of IVF center per district hospital applied. For each IVF center per district hospital bid a separate DD/Bankers cheque Rs. 1,92,000(One Lack ninety two thousand) as earnest money should be submitted, the envelope containing all DD/Bankers cheque should be sealed and lot number or name of IVF center district hospital applied should be clearly mention outside the envelop.
- **Each page, Form, Annexure** and Appendices of the Request for Proposal (RFP) must be signed by bidder with seal of the firm/legal entity. If bidder is not signing and if he authorizing some other person than authorization latter should be submitted with bid document. If authorized signatory with seal of the firm/legal entity is not found than the application will not be accepted. The State Government reserves the right to accept or reject one or all applications without giving any explanation.
- Technical details, brochure, catalogue, literature (Original and data sheet) or any other relevant information about equipment required for IVF Center facility
- Services of one gynaecologist having three month training in IVF are mandatory for the continuation of the contract.
- Tender form and terms and conditions (Issued by Director (PH), Medical & Health Service, Rajasthan, Jaipur.) duly signed with seal and date in all respect.
- This will contain a write up detailing the profile of the agency with details of ongoing and completed projects of similar nature with cost, contact details of the clients for the assignments undertaken and income tax return for last 3 years as per Form B .

Part-B: Financial proposal: Investigations will be charged as per the rate decided by the Medical & Health department and the percentage of revenue given by the bidder to the Government to be specified here as per Form BOQ.

(B) Financial Bid

It will be examined only after successful qualifying of technical bid and Patient will be charged as per the rate decided by the Medical & Health department and the bidder giving highest revenue to the government will be evaluated on selected parameter with respect to technical bid also.



Form A
Letter of Transmittal

To,

Director,
Medical & Health Services,
Jaipur, Rajasthan

Sir,

We, the undersigned, offer organize the IVF Center facility at district hospital in accordance with your Request for Proposal dated.....

We are hereby submitting our Proposal

Sr. no.	Lot No.	Name of District Hospital for IVF Center
1.		
2.		
3.		
4.		
5.		

(In case bidder applied for more than one IVF Center name of all District Hospital IVF Center should be mention in table)

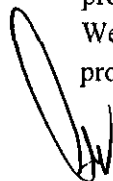
We hereby declare that all the information and statements made in this Proposal are true and we accept that any misrepresentation of facts may lead to our disqualification and/or black-listing.

The offer made by us in the financial Proposal (From C) is valid till six months from the date of submission of the proposal. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that the State is not bound to accept the lowest financial bid or any proposal or to give any reason for award, or for the rejection of any proposal.

We confirm that we have the authority of (Name of the Agency/firm) to submit the proposal and to negotiate on its behalf.



Yours faithfully
Signature of authorized
person(s)

Form B

Annexure for Technical Proposal (I)

1. Experience

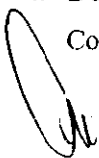
(Details of ongoing and completed projects of similar nature with cost, contact details of the client for the assignments undertaken with certificate issued by the client(s) in his own letter in support of the experience)

2. Financial details

(Annual turnover of minimum 1 crore per year for the last 3 years and income tax return of last 3 consecutive years etc.)

3. Technical details, brochure, catalogue, literature (Original and data sheet) or any other relevant information about equipments required for IVF Center facility.

4. Detail of gynaecologist having three month training in IVF.(Rajasthan Medical Council certificate, degree, training in IVF)



Form BOQ

FORMAT FOR FINANCIAL PROPOSAL

Lot No.	Name of District Hospital	Percentage of Revenue sharing (In figure)		Percentage of Revenue sharing (In word)
1.	District Hospital Kanwatiya, Jaipur			
2.	District Hospital, Jhunjhunu			
3.	District Hospital, Churu			
4.	District Hospital, Bikaner			
5.	District Hospital, Hanumangarh			
6.	District Hospital, Dungarpur			
7.	District Hospital, Udaipur			
8.	District Hospital, Jodhpur			
9.	District Hospital, Pratapgarh			
10.	District Hospital, Tonk			
11.	District Hospital, Sirohi			
12.	District Hospital, Dausa			
13.	District Hospital, Kota			
14.	District Hospital, Baran			
15.	District Hospital, Byawar (Ajmer)			
16.	District Hospital, Bhilwara			
17.	District Hospital, Jaisalmer			
18.	District Hospital, Banswara			
19.	District Hospital, Nagour			
20.	District Hospital, Pali			
21.	District Hospital, Sawai Madhopur			
22.	District Hospital, Karauli			

23.	District Hospital, Alwar		
24.	District Hospital, Chittorgarh		
25.	District Hospital, Bundi		
26.	District Hospital, Sikar		
27.	District Hospital, Jhalawar		
28.	District Hospital, Rajsamand		
29.	District Hospital, Shriganganagar		
30.	District Hospital, Barmer		
31.	District Hospital, Jalor		
32.	District Hospital, Bhartpur		
33.	District Hospital, Dholpur		

Note: - If bidder is not interested to bid for particular district hospital, please mention "NA" in the column of revenue sharing.



Signature of Bidder:

**ANNEXURE - IV
FORMAT FOR AFFIDAVIT**

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity are not blacklisted (On a Stamp Paper of relevant value)

Affidavit

I, M/s (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) /director(s) are not barred by Department of Health & FW, Govt. of Rajasthan/ or any other entity of GoR or blacklisted by any state government or central government / department / organization in India from participating in Project/s, either individually or as member of a Consortium as on the _____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated this Day of, 20.....

Name of the Applicant

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

 The signatory must be the same person(s) who have signed the letter of transmittal."

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No. Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder
Name :
Designation:
Address:



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Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is CHIEF DIRECTOR, (PH)
 The designation and address of the Second Appellate Authority is PRINCIPAL SECRETARY, HEALTH & FAMILY WELFARE

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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(6) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

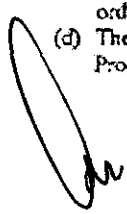
(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



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FORM No. 1
[Sec rule 23]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of
Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

..... (Supported by an affidavit)

7. Prayer:

Place

Date

Appellant's Signature



Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.