National Health Mission

State Health Society
Rajasthan

Request for Proposal (RFP)
For
Implementation of
Mobile Medical Services
in
Rajasthan

Last date and time for submission of Proposal:- 7th April, 2016

Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the National Health Mission, or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

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Bidders are advised to acquaint themselves with the provisions of the law relating to procurement, "The Rajasthan Transparency in Public Procurement Act, 2012" and "Rajasthan Public Procurement Rules". If there is any discrepancy between the provisions of the Act and the Rules and this Bidding document, The provisions of the Act and Rules shall prevail.

Part- A1

Government of Rajasthan
State Health Society
[Swasthay Bhawan Tilak Marg, C-Scheme, Jaipur]

No. F. 18 (19)/NRHM/MMU/RFP/2015-16/23 Date:04.03.2016

INVITATION OF REQUEST FOR PROPOSAL (RFP)

Through e-tender

Medical & Health Department, Government of Rajasthan under National Health Mission through District Health Society intends to look for a new service provider for **"Mobile Medical Service Programme"** with induction of existing fleet of Mobile Medical Units and Vans in 20 districts of Rajasthan namely Ajmer, Alwar, Banswara, Bhilwara, Bikaner, Bundi, Chittorgarh, Churu, Dausa, Ganganagar, Jaipur I, Jaipur II, Jhalawar, Jhunjhunu, Rajsamand, Sawai Madhopur, Tonk, Udaipur, Dungarpur, Pratapgarh. For implementation of this project Request for Proposal (RFP) is invited from eligible private sector/non-Government entities who intend to professionally manage and implement the program. All details related to this RFP can be viewed and downloaded from http://sppp.rajasthan.gov.in, departmental website www.rajswasthya.nic.in and website: http://eproc.rajasthan.gov.in. Proposals shall be submitted online in electronic format on website : http://eproc.rajasthan.gov.in.

Date and time for downloading RFP document	Date of Pre-proposal conference	Last date and time for downloading the RFP document	Last date and time for submission of online proposals	Date and time for opening of technical proposals.	Date and time for opening of financial proposals.
08.03.16 at 11.30 PM	21.03.16 at 12.00 PM	07.04.16 at 3.00 PM	07.04.16 at 3.00 PM	07.04.16 at 4.00 PM	13.04.16 at 3.00 PM

Tender Fee:- Rs. 1000/-, RISL Processing fees:- Rs. 1000/-. Tender fees for the document downloaded from website and processing fee shall be deposited by the bidders separately as applicable by way of DD/Banker's cheque in favor of the respective **District Health Society** and RISL processing fee shall be submitted in form of DD/Banker's cheque in favor of **MD RISL, Jaipur** before the last date and time prescribed for online submission of bids. Tender fees, processing fees and bid security will be deposited physically at the office of the Chief Medical and Health Officer of respective District. Amount of Bid Security shall be as mentioned in the document. The approximate value of the RFP is Rs 37.00 crores.

Mission Director, NHM

Part-A2

Project Profile

1. **Name of the Project**
"Mobile Medical Services, Rajasthan"

2. **Objectives**
The key objectives to be achieved through this project are:

- To provide regular primary health services in desert/ tribal/ inaccessible villages/regions/blocks in all the districts of Rajasthan through Mobile Medical Units and Mobile Medical Vans where health facilities such as PHCs, CHCs, Sub- Centers or private health care facilities are not **adequately available.**
- To supplement the existing health system by providing free of cost health services in the far flung areas on a regular monthly basis and referrals to appropriate health facilities.
- To improve uptake of curative and preventive health services such as immunization, antenatal and post natal care, and general OPD services, in the identified villages/ regions, with the aim of reducing the incidence of common illnesses and lowering maternal mortality and infant mortality.
- To provide diagnostic services to the people living in far flung areas.
- To endeavor for overall improvement in the health indicators of State.
- To endeavor in achieving the goals of NHM i.e. improvement in health indicators like IMR, MMR etc.
- **To cover all Gram Panchayats of Rajasthan in order to provide basic Medical and Health facilities.**

3. **Project Authority**
Mission Director, National Health Mission
Rajasthan State Health Society
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur

4. **Brief Description of the Project**
Access to health care and equitable distribution of health services are the fundamental requirements for achieving Millennium Development Goals and the goals set under the National Health Mission (NHM) launched by the NHM of India in April 2005.

Many areas in the State predominantly tribal and desert areas, even in well developed districts lack basic health care infrastructure limiting access to health services at present. Over the years, various initiatives have been taken to overcome this difficulty with varied results.

With the objective to take health care to the doorstep of the public in the rural areas, especially in underserved areas Mobile Medical Units and Vans are procured in state.

What is a Mobile Medical Unit?

Each MMU consists of 2 vehicles- 1 for the movement of doctors and paramedical staff and the second vehicle is fully equipped with diagnostic facilities like X-Ray, ECG, Film auto Processor, Semi Auto Analyser etc.

What is a Mobile Medical Van?

Mobile Medical Van has single vehicle which carries staff and equipments in the same vehicle. It has basic diagnostic facilities like glucometer, haemoglobinometer, BP instrument etc.

Number of MMUs and MMVs in Districts:-

Details of MMUs and MMVs allotted in districts of Rajasthan are enclosed at **Ann.K**

Note:- Numbers of the vans/units are on the basis present fleet of vehicles approved presently. NHM may add/reduce, vans/ units as the condition may arise from time to time.

5. Scope of Services

5.1-Type of Services

a) Community Mobilisation

Community engagement to encourage uptake of services

1. In order to ensure the uptake of services delivered by MMUs and MMVs, the Service Provider will be required to engage with local communities through coordination with members of Panchayati Raj institutions such as Zila Parishad, Panchayat Samitis Panchayats and Village Health and Sanitation committees, community workers such as Anganwadi Workers, ASHAs, ANMs, Gram Sevak, village school teachers etc.
2. The approved route plans, schedules (fix days in every month) should be published/ displayed at conspicuous place of the area or community sufficiently in advance and appropriate IEC activities conducted by the bidder to raise communities awareness of what services they can avail and on which days?
3. Support Village Health and Sanitation in planning to improve community awareness on health issues and uptake of services.

b) Health Education

1. The Service Provider should conduct Behavior Change Communication (BCC) activities to promote improved health seeking behavior in the target population.
2. Counseling on personal hygiene, proper nutrition, stopping tobacco use, RTIs, STIs and other disease prevention, prohibition of sex selection etc.
3. Health Education should be carried out through individual and group counselling, display of health education material with use of audio visual aids counseling.
4. Promotional material/messages related to health (as prescribed by SHS-NHM) should also be displayed or carried by the MMU/MMVs.

c) Services to be offered by a Mobile Medical Unit/ Mobile Medical Van

Type of Service	Details
Curative Services	• Provide treatment for minor ailments including fever, diarrhea, ARI, worm infestation. • Early clinical detection of TB, Malaria, leprosy, Kala-Azar, and other locally endemic communicable diseases and non-communicable diseases such as hypertension, diabetes, cardiovascular diseases etc. • Provision of first aid, minor surgical procedures and suturing.
Maternal Health	**Antenatal Care:** • Registration of pregnancies with emphasis or early registration of all pregnancies, ideally within first trimester (before the 12th week of Pregnancy). • Antenatal check-ups for pregnancies (minimum three). • General examination such as height, weight, blood pressure, urine (albumin and sugar), abdominal examination, breast examination. • Iron & Folic Acid Supplementation from 12 weeks and tetanus toxoid injections. • Laboratory investigations like hemoglobin estimation, urine for albumin and sugar, and blood group. • Identification of high-risk pregnancies and appropriate referral, promotion of institutional deliveries. • Appropriate and prompt referral. • Provision for deliveries in case of emergency. **Postnatal care:** • Counseling for early breast-feeding. • Counseling on diet & rest, hygiene, contraception, essential new born care, infant and young child feeding; birth registration. • Counseling of family on girl child birth.
Child Health	• Essential newborn care. • Promotion of exclusive breast-feeding for 6 months. • Full immunization of all infants and children against vaccine preventable diseases. • Vitamin A prophylaxis to the children as per guidelines. • Prevention and control of childhood diseases like malnutrition, Acute Respiratory Infection, Diarrhea, etc.
Referrals	• Referral of complicated cases after primary management. • Provision of referral card/slip to patients who should be attended to on a priority basis at the referral hospitals. • Follow up on status for referred patients.
Family Planning Services	• Education, motivation and counseling to adopt appropriate family planning methods. • Provision of contraceptives such as condoms, oral pills, emergency contraceptives, IUD insertions. • Follow up activities for couples that undertook permanent family planning methods (tubectomy / vasectomy).

Emergency and Epidemic management services.	• The MMU/MMVs will attend to emergency cases, and if required refer patient to First Referral Unit (FRU) during their visits, without disrupting their schedule. • The Bidder will support the District and local administration in National Service Program Activities and also assist in the management of any outbreak or epidemic or disaster in the area of operation.
Diagnostic Services	• X-Ray, ECG of the patients as prescribed by the doctor. • Basic lab tests to be conducted on the spot including urine tests (albumin, sugar & microscopy), blood count (TLC, DLC,and ESR), hemoglobin, blood sugar, bleeding and clotting time and pregnancy tests. Note: Tests will be conducted on the basis of facilities available in MMU/MMV.

5.2 Coverage and Frequency of Services

The mobile medical services are to be rendered in tribal, desert and un served/underserved blocks of all districts. List of these blocks will be given to the Service Provider. Area of Operation within the blocks, and exact places of service delivery, shall be determined after the Agreement has been executed, and the following steps shall be followed:

- Within each district; blocks will be selected based on factors such as poor RCH indicators, difficult terrain, fewer health facilities etc. List of such blocks approved by the NHM will be provided to the Service Provider.
- A list of areas with limited or a complete lack of access to healthcare services / underserved/ unserved/ 'C' category villages or as directed by MD NHM time to time will be given to the approved operator where the mobile medical services are to be provided. Areas/Places for holding may also be provided by respective DHS on the basis of specific need of that particular district.
- Within each cluster of selected villages, a Point of Service Delivery (POS) shall be identified, in consultation with District Health Society-NHM, and the community being served. However; identification of such POS will be responsibility of approved Service Provider.
- The POS can be either the Panchayat Bhawan in a large village of the cluster, or the Anganwadi Centre (AWC) or any other suitable location as may be suggested by the community being served.
- Once the above have been discussed and finalized, the route maps for each MMU/MMV should be worked out by the Service Provider in consultation with respective District Health Society-NHM.

The MMU/MMVs will invariably be functional for 20 days in a month. All maintenance and repair work for the vehicle & equipment should be undertaken on the weekly off. Expenses shall be born by the service provider.

It is expected that for organizing camp a designated 'Point of Service' (POS) delivery would be identified. Thus for each MMU/MMV 20 such POS would be identified and each POS would be visited at least once every month.

It is the responsibility of the service provider to spread awareness and mobilize these communities to ensure uptake of services on the fixed days of camp the MMU/MMV will

visit them. The Service Provider should ensure that services to be rendered in the camp, camp site and camp schedule etc. are publicized in each village.

Parking of the vehicles (MMU/MMV) must be in the office of BCMO; for proper monitoring and control.

5.3.Staffing

5.3.1 Type and Number of Staff

The Service Provider must confirm to the minimum standards for staff mentioned below. The actual number of staff in each category should be decided taking into account work shifts, staff leave days, absenteeism and public holidays etc, to ensure that the Schedule of Services (devised in consultation with District Health Society-NHM) is not disrupted in any way.

MMU/MMVs Each unit/ vehicle should have the following staff while rendering services:

MMUs:	MMVs:
1. Medical Officer -1 (Preferably Lady Medical Officer) 2. X- Ray Technician-1 3. ANM or Nurse Grade II -1 4. Lab technician -1 5. Pharmacist -1 6. Driver – 2 (One for Diagnostic Vehicle and another for Staff vehicle)	1. Medical Officer -1 (Preferably Lady Medical Officer) 2. ANM or Nurse Grade II -1 3. Lab technician -1 4. Pharmacist - 1 5. Driver -1

Service Provider will be required to develop a network of the above mentioned staff in the area so that in the absence of any staff member back up may immediately be provided. Service provider may deploy additional staff in district if required and may include its cost in financial proposal

5.3.2 Minimum Qualification and Responsibilities of Staff

Following are the details of the responsibilities for each of the posts in the MMU and MMV.

Staff Qualification

S. No.	Staff	Qualification
1	Medical Officer	MBBS
2	X- Ray Technician	12th pass with diploma in Radiography
3	ANM or Nurse Grade II	10th pass with ANM course for ANM. 12th pass with GNM course for Staff Nurse II
4	Lab Technician	10th pass or it's equivalent with training certificate of Lab. Tech. A certificate holder recognized by board.
5	Pharmacist	Diploma/Bachelors Degree in Pharmacy DPharma/BPharma
6	Driver	**For diagnostic vehicle and MMV:-** 10th pass with HMV driving license with 5 yrs driving experience of heavy vehicle. **For staff vehicle:-** 10th pass with HMV driving license with 3 yrs driving experience of heavy vehicle.

Responsibilities

Doctor/ LMO/MO

a) Effective functioning of MMU/MMV, supervision of other staff functions and act as overall team leader/manager.
b) Provide Preventive, Promotive and curative care.
c) Appropriate referrals of complicated cases and follow up.
d) Support district appropriate authorities during disease outbreaks and epidemic outbreak and inform all concerned.
e) Immunization – supervise the immunizations conducted by ANMs/Staff Nurses.
f) Coordination with various institutions like PRI, Village Health and Sanitation committees etc.

X-Ray Technician

a) To conduct X-Rays of the patients as required, or as prescribed by the doctor and maintain their record.

Nurse

a) Immunization of pregnant women and children and maintain their records in consultation with local ANM/ASHA/AWW.
b) Ensure support and work in coordination with local community workers such as Anganwadi workers, ASHA workers for effective service delivery when the MMU/ MMVs in the village.
c) Conduct ANCs.
d) Under the supervision of the doctor rendering preventive, Promotive and curative health care services.
e) Health education and counselling.

ANM

a) Assist the doctor and nursing staff
b) Health education and
c) Counseling of the community being served.

Lab Technician

a) Collect samples and conduct tests as required – Urine & blood, pregnancy tests etc and maintain their proper record.

Pharmacist

Compound and dispense medicines as prescribed by doctors. Storing and Handling of pharmaceutical supplies, medical supplies,drugs and lab consumables, maintaining the stock properly. Overall responsibility for availability of Medicine prior to camp organized. For the same he will coordinate with concerned MOIC/ BCMO/CMHO and respective DDW Incharge.

Driver

The maintenance and upkeep of the vehicle should be the responsibility of the driver. It is expected that the driver should be HMV Driving License holder having adequate experience of driving in road conditions that are typical to rural areas. The driver should be able to carry out basic repair and maintenance of the vehicle with assistance of the helper. The driver should assist the staff in managing the registration and collecting data of the patients. Driver should also assist other camp team in activities related to camps. He will be responsible for maintenance of vehicle log Book.

Driver will also be responsible for maintenance and cleanliness of the vehicle, Should follow instructions from all the staff of MMU/MMV and assist in all camp related operation of the unit.

IEC Activities and coordination:

Proper and adequate IEC of the scheme will be responsibility of the Bidder. The Bidder may also plan for staff for conducting IEC activities in the designated areas and coordinating with local communities for uptake of services. All IEC material will be approved by District Health Society and it is the responsibility of Bidder to get such competent approval before displaying it anywhere. For IEC Pamphlets, wall paintings at Anganwadi Center or nearest PHC/ sub- center etc. will be utilized. It should be ensured by the Bidder that the camp schedule is properly displayed at prominent places and well in advance so that maximum population can be aware of the future camps in the area.

Voluntary Workers:

The Service Provider also has to involve voluntary workers (such as local ASHA workers, Anganwadi Workers and NGOs etc.) to support the MMU/MMVs during their visits and for encouraging women to have institutional deliveries and to create awareness and mobilise the community for uptake of services.

Part-A3

Information and instructions to the bidders

1. **Eligibility Criteria:**
The RFPs shall qualify on the basis of following eligibility criteria-

SNo.	Eligibility Criteria
1	**Registration of the Bidder:**
	The bidder should be a registered body under the Societies Registration Act/Indian Charitable and Religious Trusts Act/Indian Trust Act/Companies Act/Registration under MSME Act. or their state counterparts for more than three years at the time of submission of proposal.
2.	**Experience in implementation and management of such projects/ schemes:**
	Minimum two years of experience in operationalisation of MMUs or MMVs. The work-orders and/or any other supporting documents/experience certificates issued by the competent authority of the client pertaining to such works done satisfactorily during the period should be provided in the specified format provided at Ann. **L**
3.	**Financial Soundness/Stability:**
	A proposal may come from a single entity having a minimum annual turnover of Rs. 20.00 lacs in each financial year (2012-13, 2013-14, 2014-15). The bidder must attach certified copy of audited accounts as supporting documents. Un-audited accounts will not be considered.
4	An affidavit (on non-judicial stamp of Rs 100/-) to the effect that the bidder has not been blacklisted in the past by any of the State Governments/Procuring entity across the country or Government of India and that it will not form any coalition with the other bidder. **Ann. B**

Private Hospitals which fulfills above criteria may also apply in the RFP.

2. **Declarations:**
Every bidder is supposed to submit a declaration in following annexures:-
Annexure A:- Compliance with the Code of Integrity and no Conflict of Interest.
Annexure B:- Declaration by the bidder regarding qualifications.

3. **The bidder to inform himself fully:**
The bidder shall be deemed to have been fully satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/question in writing at least a week before Pre-Bid Conference.

4. **Pre-Bid/Proposal Conference:**
All the prospective bidders who have purchased the RFP document will be invited to attend the pre-bid/proposal Conference to be held on ..... at ..... hrs in the office of Mission Director, NHM Tilak Marg, Swasthya Bhawan, Jaipur. Issues relating to the project received in writing five days before the conference will be scrutinized. The Project Authority shall endeavor to clarify such issues during the discussions. However, at any time prior to the date for submission of RFP, NHM may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the RFP document by issuance of addenda(s) and conveyed to the bidders found successful in evaluation of the RFP. The addenda(s) would also be placed on the website- **'www.rajswasthya.nic.in'** and **eproc.rajasthan.gov.in**. Such addenda(s) will become integral part of this RFP document.

5. **Evaluation of the Proposals**

Only the proposals received upto due date and time at respective district in the office of Chief Medical and Health Officer will be considered for evaluation. Evaluation shall be done at district level by a committee of following members constituted under the **Chairmanship of District Collector:-**

Chief Medical and Health Officer	**Member Secretary**
District Program Manager	**Member**
Accounts Officer/ District Accounts Manager	**Member**
Treasury Officer	**Member**

To facilitate evaluation, respective District Health Society, at its sole discretion, seek clarification in writing from any bidder.

6. **Method for submission of the Proposal:**
Proposals shall be received on e-portal of State Government i.e. http://eproc.rajasthan.gov.in by Project Authority in two parts i.e. Technical Proposal and Financial Proposal. It shall contain following in the same order-

(A)Technical Part (Cover A Envelope)

Technical Proposal should contain-

a) Covering Letter and Application Form.
b) Scanned copy of DD/ Banker's issued by scheduled bank Cheque submitted physically towards cost of document, processing fees and as Bid Security amounting to Rs..... ((in multiples of MMUs/MMVs applied for) for the operation of an MMU/ MMV be mentioned) in the form of Banker's Cheque/Demand Draft in favor of "District Health Society.....District " & RISL processing fees in figure of MD-RISL payable at the DHS of respective district or as per para 7 of part A4 & A1.
c) Bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it Shall be 0.5% of the quantity offered for supply and in case of Sick Industries other than Small Scale Industries , Whose Cases are pending with Board of Industrial and financial reconstructions, it shall be 1% of the value of Bid. Every Bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
d) The Bid Security shall be in multiples of the number of MMUs/MMVs; bidder is submitting proposal for. At minimum bidders shall submit proposal for one whole district however; they can apply for more than one district.
e) Scanned copies of RFP document with all papers duly signed and stamped along with originally filled RFP to be uploaded with page number on each page.
f) Scanned copies of all supporting documents and information with respect to the eligibility criteria and evaluation of the proposal. Photocopies of the supporting documents duly attested by Gazetted Officer of Central/State Government(s) or Notary Public and also signed by the person signing the RFP to be uploaded.
g) Well organized proposal (in a sequential manner having index in starting mentioning contents with page number) duly page numbered and each page signed and stamped by the authorized signatory of the bidder. Bidder may refer to the checklist **Annexure G** for submission of proposal before submission.
h) **Moratorium Period:-** Successful Bidder will have to take over the project within 30 days time. In addition to these 30 days, bidder will be given a period of another 15 days as moratorium period wherein penalties will not be imposed. During taking over Service Provider will be paid for the MMU/MMV vehicles taken over and for the days for which the taken over Vehicles are operated. After these 45 days bidder will have to achieve all the parameters as mentioned in RFP otherwise penalties/deductions shall be affected from claims as per RFP.
i) New service provider will have to take over MMU/MMVs with equipments on "As is where is" basis and installation of GPS devices will be ensured within this 45 days time.
j) NHM will not undertake any repair of the MMU/MMV. The previous Service Provider will repair/ meet the shortage in that case. In the absence of discharging such liability on the part of previous service provider, the same shall be done by the new service provider at the cost of previous service provider, which will be recovered by NHM from the previous service provider.
k) In case Vehicles are received in damaged condition and new service provider undertakes repair; than the repair cost shall be reimbursed from the Old Service Provider. The repair shall be undertaken by a committee having members from Govt and Service Provider both. The committee will take a decision regarding

repair/quantum of repair and then undertake the repair as the rules and regulations of RTPP Act, 2013.

l) All required annexure mentioned in this document.

The proposal shall be submitted on the e- portal. All elements of taxes, duties, fees etc., if any as applicable on the date of submission of the proposal shall be indicated in the proposed costs separately.

(B)Financial Proposal (Cover B Envelope)

The RFP is based on Cost (Plus/Minus) on the basis of Estimated Operational Expenditure as mentioned in **Annexure P**. Service providers are required to submit the operational cost per MMU/MMV/Month. Excluding Service Tax as applicable.

Financial proposal should be submitted on e-portal mentioned above. Bidder is supposed to submit operational cost per month/MMU or MMV for operation of one MMU/MMV per month in the format of financial proposal. The cost mentioned above shall be reimbursed to the service provider.

1. **Separate BoQ (Financial Bid Format) is generated for each district. Bidders are required to quote in for specific district in the BoQ specified for.**
2. **Proposals shall be submitted online. Physical submission of the required DDs shall be done at respective district as mentioned in the document.**
3. **The bidder should submit valid Insurance policy and cover note for MMU/MMVwith a valid receipt issued by the Insurance Company preferably Nationalized Insurance Companies and handbills, literature, copies used for IEC activities.**

Note:- Lab consumables and medicines shall be provided to these vehicles through RMSCL under Mukhya Mantri Nishulk Dava Yojana. In case any particular medicine is not made available to the service provider from District Drug ware House under MMNDY; the service provider shall take NAC (Non-availability Certificate) for the same from DDW. This NAC shall be given to respective CMHO after which CMHO will provide that medicine to the service provider.

7. **Validity of the Proposal**

Validity of the proposal will be 90 Days from the date of opening of technical proposal.

8. **Modification/withdrawal of the Proposal:**

No bid shall be withdrawn/substituted or modified after the last date and time fixed for receipt of bids.

9. **The bidders should note the following**

a) That the incomplete RFP in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.

b) Strict adherence to formats, wherever specified, is required.

c) All communication and information should be provided in writing.

d) No change in/or supplementary information shall be accepted once the RFP is submitted. However, Project Authority reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed

submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the RFP.

e) The RFP shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP.

f) The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the firm.

g) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee constituted under the Chairmanship of District Collector reserves the right to vet and verify any or all information submitted by the Bidder.

h) If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, then the RFP will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee constituted under the Chairmanship of District Collector, if satisfied.

i) The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

10. Time Schedule for submission of the Proposal:

Pre-Proposal Conference	21.03.2016 at 12.00 PM
Time & date for submission of the RFP	07.04.2016 at 3.00 PM
Time & date for opening of Technical Proposal	07.04.2016 at 4.00 PM
Time & date for opening of Financial Proposal	13.04.2016 at 3.00 PM

The State Health Society, NHM Jaipur in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of addenda(s).

11. Grievance Redressal during the RFP Process:-

Bidder shall refer to the **Annexure C** for the process of Grievance Redressal during the process of RFP.

Part-A4

TERMS OF REFERENCE

1. **Project Profile:**
   As per Part-A3 of this document.

2. **Expected Outcomes:**
   Operational Aspects
   1. 20 camps per month will be the target for each MMU/MMV.
   2. Minimum OPD should be 100 patients in each camp.
   3. Overall operationalisation of the scheme will be the responsibility of the Operator, it may seek support from district/ block authorities.
   4. Proposed converge through Mobile Medical Unit are 'C' category villages where no sub- center or PHC exists or health facilities are not adequately available.
   5. The camp timings will be minimum 5 hours at the camp site between 8 am to 7 pm including travel time. Service Provider shall ensure proper IEC in camp area about timing of camp. Service provider may adjust travel timing accordingly.
   6. Adequate IEC should be ensured by Bidder so that more and more public may be benefitted and service level parameter of 100 OPD should be achieved.
   7. Area mapping should be done by the Bidder for preparation of camp schedule. Camp schedule should be prepared keeping in view the road conditions, population size, and unavailability of health facility in app. 10 kms area periphery; so that the vehicles be easily taken to the camp site. Such schedule should be got approved at District Health Society by the Service Provider well in advance.
   8. Medical Mobile services will be completely free of cost to the target population including medicines and diagnostic facilities.

   Administrative Aspects
   1. Service Provider will involve all local Panchayti Raj bodies, members of the Village Health , ANM, ASHA, AWW, village school teacher in the camp so that better IEC, coordination and support be ensured.
   2. Date of camp and time will be intimated to all the concerned villages well in advance and utmost care should be taken to maintain regularity in these camps as per the schedule. The schedule will also be available at the CM&HO so as to facilitate monitoring of the activity. The camp schedule should also be displayed at prominent places so that maximum number of patients be benefited.
   3. Referrals should be made, based on the case, either to PHC, Community Health Centre, District Hospital or Medical College.

   IT Aspects
   All information related to the MMU/MMV should be provided/ facilitated to the NHM through online HMIS system. Information such as given below should be readily available. The software for online reporting would be designed developed by National Health Mission/Medical & Health department through which monitoring etc. would be performed on regular basis.
   1. Reporting
   2. Manpower information
   3. Inventory of drugs, medicines etc.
   4. Log book of vehicles
   5. Camp plans prepared in English (Excel Sheet) in advance at least one month before commencement of the quarter strictly as per format in **Annexure N**

6. Provision to increase various reports as desired by NHM for effective monitoring and better management.
7. User management
8. Authenticated and authorized users should be able to access the system
9. All financial records/ MIS reports should be online.
10. Any other information prescribed by the District Health Society/ National Health Mission.
11. Details of vehicles/equipments etc. along with functional Status.
12. Daily reports should be submitted on the same camp date.
13. Reports Strictly as per Reporting formats annexed in the RFP at **Ann. I & J.**

3. Procurements:

a) All procurements (if any) required for implementation of the project will be undertaken by the Service Provider in a fair and transparent manner to ensure cost efficacy. Change of Vehicle Parts and equipments if required will be done by Service provider with the permission of the Concerned CMHO. Ensuring the originality of parts and equipments may be replaced..

b) Drugs/Medicines shall be provided for free distribution in camps under Mukhya Mantri Nishulk Dava Yojana (MNDY). For this Service Provider shall raise requirement to respective Chief Medical & Health Officer on monthly basis. CMHO shall forward the demand to respective drug warehouse and Drugs/Medicines. In case any drug/medicine are not made available by district drug warehouses (DDW) these may be procured by concerned CMHO after getting Non Availability Certificate (NAC) from the DDW.

c) All non-consumable procurement (if made) done for installation in the MMUs/MMVs shall become assets of the project which will have to be handed over "in perfect" and "operative conditions" to the NHM on termination/completion of the project. Proper records of such assets will be maintained by the Service Provider in the project accounts.

d) Medical mobile service is purely clinical in service for rural areas and thus exempted from Service Tax as per point no.2 of notification no. 25/2012- Service Tax dated 20/06/2012 of Ministry of Finance, Government of India.

4. Responsibilities of the Service Provider:

1) Implementation of the project as per terms and conditions of the agreement in the State of Rajasthan.

2) Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.

3) Procurements as per para 3 of Terms of Reference.

4) Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices. Observance sound management practices, employing appropriate advanced technology and safe methods. In respect of any matter relating to the agreement, always act as faithful partner to the NHM and shall all times support and safeguard the NHM's legitimate interests in any dealing with the contracts, sub-contracts and third parties.

5) Shall not accept for his own benefit any user charges, commission, discount or similar payment in connection with the activities pursuant to discharge of his obligations under the agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.

6) Required to observe the highest standard of ethics and shall not use 'corrupt/fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means mis-representation of facts in order to influence implementation process of the project in detriment of the NHM.

7) Recruit, train and position qualified and suitable personnel for implementation of the project at various levels. The staff so engaged/recruited/appointed shall be exclusively on the pay rolls of the Service Provider and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the NHM/ Government. The Service Provider shall be fully responsible for adhering to provisions of various laws applicable on them including Labour laws. In case the Service Provider fails to comply with the provisions applicable laws and thereby any financial or other liability arises on the NHM by Court orders or otherwise, the Service Provider shall be fully responsible to compensate/indemnify to the NHM for such liabilities. For realization of such damages, NHM may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations.

8) Adherence to the mutually agreed time schedules.

9) Ensuring proper and timely monitoring of the services.

10) To submit various reports and information within the stipulated timeframe as desired by the Mission Director, National Health Mission as well as District Health Societies.

11) Under any circumstances, the Service Provider shall not entrust/sublet to any one contract or mission of the NHM.

12) Strict adherence to the stipulated time schedules for various activities.

13) Ensure proper service delivery as per the guidelines laid down by the NHM.

14) To ensure adequate IEC activities.

15) Maintenance of all medical and non medical equipments and vehicle.

5. Responsibility of Government.

1) District Health Society shall provide appropriate assistance in implementation of the project.

2) Timely settlement of claims at the agreed terms in accordance with the provisions of the agreement.

3) To lay down guidelines and operating procedures for operation of the services.

4) Prescription of a set of quantifiable indicators financial guidelines from time to time.

5) To conduct regular monitoring and evaluation (by itself or by external agency) of the project activities based on quantifiable indicators and reports received from the Service Provider.

6) Prescribe various formats for reporting progress of the project. Service Provider may submit its own reporting formats which can be used only after due approval by the NHM

6. Commencement and duration of the project:

Duration of the project will be for two years from the date of commencement. Date of commencement shall be the date of signing the agreement. Duration of the Project will be extendable for one year, as mutually agreed by both parties.

7. Bid Security & Performance Security:

The bidder shall deposit Bid Security amounting to Rs. (Rupees .....Only in multiples of MMUs/MMVs a bidder has applied for but not less than the MMUs and MMVs in a particular district)) in form of DD/Banker's Cheque of scheduled bank or Bank Guarantee in favour of "District Health Society.....District" along with the bid.

Bid Security shall be Rs. 48000/- per MMU per annum and Rs. 40000/- per MMV per annum i.e. 2% of the project cost per MMU/MMV per annum.

In the absence of the Bid Security, RFP shall be rejected. The Bid Security shall be forfeited in case the bidder withdraws or modifies the offer after opening of the bid or he does not execute the agreement and deposit Performance Security within specified time. Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of the bid.

The bidder whose proposal is accepted and award issued shall have to deposit Security; Deposit within 15 days of award of contract, of an amount of Rs ... (in multiples of the MMUs/MMVs bidder is selected for) in prescribed form. Amount of Bid Performance Security can be adjusted into the Performance Security. Performance Security shall be 5% of the project cost per MMU/MMV per annum. Bid Security and Performance Security may be deposited as below:-

(i) Bid security:-

The Bid Security may be given in the form of cash, a banker's cheque or demand draft or Bank Guarantee,in specified format, of a scheduled bank or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

(ii) Performance Security:-

Bank Guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of bid security of RTPP Rules 2013.

Performance security furnished in the form specified in clause (b) to (e) of sub- rule (3) of Rule 75 of the said Rules 2013 shall remain valid for a period of ninety days beyond the completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

The original BG shall be deposited at the respective district's CMHO office. Scanned copy of the BG shall be uploaded with the online proposal.

Bid Security/Performance Security is for due performance of the contract. It can be forfeited by the NHM in the following circumstances-

1) When any terms or conditions of the agreement are infringed.

2) When the Service Provider fails in providing the services satisfactorily.

Notice will be given to the Service Provider/Bidder with reasonable time before the Bid Security/ Performance Security is forfeited.

8. Financing and Budget ceiling of the project:

Financing of the project shall be on reimbursement basis in accordance with the provisions of the agreement. Claims/reimbursements are envisaged on monthly basis on submission of bills/invoices (claims) by the Service Provider as per checklist in **Annexure M**. There will not be **any advance financing** for any activity of the project. Payment shall be made after all due deductions made at source.

9. Investment and ownership

All non-consumable procurement (if any) done for installation in the MMUs/MMVs shall become assets of the project which will have to be handed over "in perfect" and "operative conditions" to the Government i.e. to respective district health society on termination/completion of the project. Proper records of such assets will be maintained by the Service Provider in the project accounts.

10. Operational Parameters and LD/Compensation/Penalties:

Following are the broad operational parameters and norms for imposition of liquidated damages/ compensation/ penalty with regard to default in implementation of the project:

<table>
<tr><th>SNo.</th><th>Implementation activity</th><th>Operational Parameters</th><th>LD/Compensation /Penalty in case of default</th></tr>
<tr><td>1.</td><td>Commencement of the service with .....MMUs and ..... MMVs</td><td>Within 45 days from signing of the agreement.</td><td>@ Rs 3,000/- per vehicle per day after 45 days from the signing of the agreement.</td></tr>
<tr><td>2.</td><td>Organisation of camps in a month</td><td>20 camps in a month.</td><td>In respect of camps not held/deemed to have been not held, proportionate deductions from claims plus penalty @ Rs 5000/- per camp.</td></tr>
<tr><td>3.</td><td>OPD in a camp</td><td>A minimum OPD of 100 patients in a camp</td><td>NGO / Service Provider shall ensure average OPD of 2000 patients in a month with one MMU/MMV. In case the Service Provider performs lesser than the aforesaid targets then penalties shall be levied as below:-
<table>
<tr><th>Performance Criteria</th><th>Penalty</th></tr>
<tr><td>OPD is between 80% to 99.9%</td><td>Rs. 5,000/- per month</td></tr>
<tr><td>OPD in a month less than 80% but 70%</td><td>Rs. 10,000/- per month</td></tr>
<tr><td>OPD in a month less than 70% but 60%</td><td>Rs. 15,000/- per month</td></tr>
<tr><td>OPD in a month less than 60% but more than 50%</td><td>Rs. 20,000/- per month</td></tr>
</table></td></tr>
</table>

			OPD in a month 50% or less	Rs. 25,000/- per month
4.	Absenteeism of staff	Absenteeism not allowed. In case of urgency or leave etc. alternative effective arrangements will have to be made positively.	Penalty will be @ 1000 per person/staff per day. BUT IF DOCTOR IS ABSENT IT WILL BE TAKEN AS "CAMP NOT HELD"	
5.	Diagnostic Vehicle is not present in the camp.	It will be taken as camp not held.	As per point no. 2	
6.	Submission of daily reports	One daily report missed shall result in proportionate deductions.	Penalty will be @ 1000 per day report missed.	
7.	Off Road Vehicle	If vehicle remains off road for more than a day other than following maintenance schedule proportionate deductions shall be affected from claims.	Penalty @ Rs. 1000 per day alongwith proportionate deductions shall be made.	
8.	Proper IEC of the camp well before 7 days.	IEC activities should be such that it attracts minimum 100 OPD each camp.	Deduction as point no. 3.	
9	If vehicles are not found on the camp site or not found on the camp site for the scheduled time for the camp.	The vehicles will be monitored by GPS control room established at State Head Quarters as per the camp schedule received at the State HQ prior to commencement of the quarter.	In case the vehicle is not found on the place already scheduled for the camp then it will be taken as camp is not held if the service provider fails to furnish a justified reason for the same. In case vehicle is not found in the camp for the scheduled time then proportionate deductions will be affected from the claims of the service provider & deductions as in point no. 2 above.	

It is the bounded duty and responsibility of the Service Provider/s to manage and ensure organising of camps successfully and strictly as per RFP.

a. The camp has to be verified by Sarpanch/ANM/School Teacher/ASHA of that village.

b. The amount of liquidated damages/compensation/penalties shall be recovered from the claims submitted by the Service Provider or its Bid Security/ Performance Security. In the absence of any claim(s), these can be recovered as per provisions of the Public Debt Recovery Act.

11. Monitoring and Evaluation:

1) The performance will be reviewed monthly by respective District Collector in District Health Society Meeting, National Health Mission and quarterly by the MD, NHM.

2) The District Chief Medical & Health Officers will time to time oversee the activity within their respective districts in field inspections.

3) The services and records of the service shall be subject to inspection by designated DHS/ officer(s) and/or Medical & Health Department.

4) Evaluation of performance shall be undertaken on half yearly basis by an external agency to be engaged by NHM.

12. Force Majeure:

1) The term 'Force Majeure' means an event which is beyond the reasonable control of a party which makes the party's performance of its obligations under the agreement impossible under the circumstances.

2) The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event-

   a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and

   b) Has informed the other party as soon as possible about the occurrence of such an event.

13. Termination/Suspension of the agreement:

District Health Society may, by written notice suspend the agreement if the Service Provider fails to perform any of his obligations as per agreement including carrying out the services, such notice of suspension-

a) Shall specify the nature of failure, and

b) Shall request to remedy such failure within a period not exceeding 15 days after the receipt of such notice by the partner.

The NHM may terminate the MoU by not less than 30 days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified below and/or as specified in agreement-

a) If the Service Provider does not remedy a failure in the performance of his obligations within 60 days of receipt of notice or within such further period as the NHM have subsequently approved in writing.

b) If the Service Provider becomes insolvent or bankrupt.

c) If, as a result of force majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than 30 days: or

d) If, in the judgment of the NHM, Rajasthan, it is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

14. Additional Conditions of the contract:

Service Provider shall abide by the additional conditions of the contract mentioned in **Annexure D.**

15. Saving Clause:

In the absence of any specific provision in the agreement on any issue, the provisions of RTPP act & rules shall be applicable along with the guidelines issued/to be issued by the MD,NHM shall also be applicable.

16. Settlement of disputes:

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred for decision initially to the District Health Society or if not resolved to the MD,NHM. Later can be referred to Government i.e Principal Secretary Health if not gets resolved at the level of MD,NHM. Government's decision shall be binding upon both the parties.

17. Arbitration

If dispute or difference of any kind shall arise between the NHM and the Service Provider in connection with or relating to the agreement, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultations and even after the decision of Dispute Settlement Committee within thirty days of commencement of meeting of Dispute Settlement Committee, then either the NHM or the Service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the arbitrator to be appointed by the NHM. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/she shall be replaced by another person appointed by NHM to act as Arbitrator.

Work under the agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the NHM or the Service Provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

Reference to arbitration shall be a condition precedent to any other action at law.

Venue of Arbitration: The venue of arbitration shall be Jaipur, Rajasthan.

18. Right to accept or reject any of the proposal:

District Health Society reserves the right to accept or reject any proposal and to annul the biding process and reject all Bids at any time prior to award of contract ,without thereby incurring any liabilities to the bidders.Reasons for doing so shall be recorded in writing.

19. Award of contract and execution of agreement:

On evaluation of RFP and decision thereon, the selected Service Provider shall have to execute an agreement with the respective DHS within 15 days from the date of acceptance of the bid is communicated to him. This Request for Proposal along with documents and information provided by the Service Provider shall be deemed to be integral part of the agreement. Before execution of the agreement, the Service Provider shall have to deposit Performance Security as per provisions of this document.

20. Jurisdiction of Courts:

All legal proceedings, if necessarily arise to institute by any of the parties shall have to be lodged in the courts situated in Jaipur, Rajasthan and not elsewhere.

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 Mission Director, NRHM

The designation and address of the Second Appellate Authority is Principle Secretary, Medical & Health

(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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(c) 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
[See rule 83]

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)
   Prayer:
7. .....
   .....
   .....
   Place .....
   Date .....
   Appellant's Signature

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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 arithmetic 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 50% 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.

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3. **Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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Annexure-E

Format of the Covering Letter

(The covering letter is to be submitted by the Bidder as a part of the RFP)

Date:
Place:

The Mission Director,
National Health Mission
State Health Society
.....District

Dear Sir,

Sub: Selection of a Bidder for implementation of the Mobile Medical Services in Rajasthan.

Please find enclosed 2 (two) copies (one original and one duplicate) of our "Request for Proposal" (RFP) in response to the issuance of RFP by NHM for Selection of a Bidder for implementation of the Mobile Medical Services Project in Rajasthan. We hereby confirm the following:

- The RFP is being submitted by ..... *(Name of the Bidder)* in accordance with the conditions stipulated in the RFP/RFP Documents.
- We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by NHM and in any subsequent corrigendum sent by NHM. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent corrigendum from NHM.
- ..... *(mention the name of the Bidder)*, satisfy the legal requirements laid down in the RFP Document. We as the Bidder designate Mr./Ms. ..... *(mention name, designation, contact address, phone no., fax no., E-mail id, etc.)*, as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.
- We affirm that this proposal shall remain valid for a period of *120 days* from the last date for submission of the RFP. NHM may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)
(Authorised Representative/ Signatory)
Name of the Person.....
Designation.....
(Kindly attach the authorization letter)

Annexure-F

PROPOSAL FORMAT FOR ORGANIZATION

Selection A: Organization Profile

1. Name of the Organization:
2. Registered Address:

   DISTRICT PIN:
   Tel: Fax:
   Email:
   Website (if any):

3. Postal Address:
   DISTRICT PIN:
   Tel: Fax:
   Email:
4. Legal Status:

SNo.	Particulars	Registration no.	Date
1	Public Charitable Trust Act		
2	Society under Societies Registration Act		
3	Non-profit company under Indian Companies Act 19 56		
4	Registration under Foreign Contribution (Regulation) Act, 1976		
5	Registration under MSME act or their state counter parts.		
6	Income tax registration:		
	- Under Section 12A		
	- Under Section 80 G		
	- Under Section 35 CCA		
	- Any other Section		

5. Bank Details:

Bank Name	Account No.	Date of opening Account

6. Details of the Contact Person:

   Name:
   Designation:
   Contact No:
   E-mail:

7. Members Associated with the Organization:

SNo.	Name	Nationality	Occupation/ qualification	Position held in the organization	Relationship with any other office bearers (if any)	Address

Section B: Operational Background

1. Project/ Programme related to village level health outreach activity:

SNo.	Name of the programme	Period		No of outreach session per month	Details of the Programme	Total Budget	Source of fund
		From	To				

2. No. of Project/ Programme related to Health:

SNo.	Name of the programme	Duration	Period		Total Budget	Source of fund
			From	To		

3. Staff Details (Kindly provide the details of 5 key positions in the organization)

Name of Staff	Position	Qualification	Working since

4. Any previous association/working experience with Govt. Sector? If yes, please provide the details:
5. Volume of Year wise Grant Received during the last 3 years (in different projects):
6. Name of the Donors/Funders during the last 3 Years:

Section C: Proposal for operationalization of Mobile Medical Units and Mobile Medical Vans in outreach areas of Rajasthan.

- Technical proposal

Section D: Basic Documents required to be submitted along with the proposal for Evaluation

- Copy of Trust Deed if registered under Trust Act.
- Copy of Memorandum and Rules if registered under Society Registration Act.
- Annual Report of last one year
- Audited Accounts of last 3 Years (2012-13,2013-14,2014-15)
- Organizational Chart
- Legal Status of the society-Copy of Registration Certificate
- Copy of PAN/TAN Number
- Copy of Latest Income Tax Return File
- Any other document relevant to the proposal.

Annexure-G
Checklist for submission of proposal

Cover A Envelop
Technical part

1. Cover Letter (Annexure E)	Yes	No	Page No.
2. Proposal format for Organization (Annexure F)	Yes	No	Page No.
3. Certificate of Registration	Yes	No	Page No.
4. Audited Balance Sheets	Yes	No	Page No.
5. Experience Certificates(Annexure L)	Yes	No	Page No.
6. Tender Fees, Processing Fees and Bid Security	Yes	No	Page No.
7. Affidavit that the bidder has not been blacklisted (as mentioned in eligibility criteria)(Annexure B)	Yes	No	Page No.
8. All annexures A to D	Yes	No	Page No.

Cover B Envelop
Financial part

1. Financial Part (annexure O)	Yes	No	Page No.

Annexure H

S. No.	Equipment	Model Year/ Date of Purchase Order	Make and Vendor Name
1	Chassis (for 44 Diagnostic Vehicle from Speck Systems of Hyderabad)	23.10.08	Ashok Leyland stag model with 4200 mm WB passenger. **M/s Speck Systems Ltd. Hyderabad.**
2	ECG machine	18.11.08	3 channel ECG machine. **M/s Recorders Medicare Systems,H.P.**
3	X-Ray Machine	18.11.08	60 MA High Frequency X-Ray. **M/s Meditronics MFG co. Pvt. Ltd., Mumbai.**
4	Film Auto Processor	18.11.08	Promex Advance Model. **M/s Chayagraphics Bangalore**
5	Semi Auto Analyser	18.11.08	STATFAX-3300. **M/sARK Diagnostics Mumbai.**
6	Centrifuge Machine	28.11.08	1/5 H/P Moter 220 V. **M/s Akanksha Equipments, Kota.**
7	Folding Scoop Stretcher	29.12.08	**M/s Hospimedia Internatinal Ltd. New Delhi.**
8	Binocular Microscope	25.06.09	AMT 5A. **M/s Rohilla Industries Jaipur.**
9	Chassis for 8 Diagnostic Vehicle.	22.11.10	Tata 407. **M/s Kamal Coach**
10	Staff vehicle (Gama Trax)	10.07.07	**M/s Force India Ltd.**
11	Staff vehicle (Tata Sumo)	10.07.07	**M/s Tata Motors Ltd.**
12	Mobile Medical Vans.	9.02.2011	**Model is Tata LP 410/34 BS III.**

Annexure-I

Mobile Medical Unit													
Name of Service Provider.....					Name of District.....					Month.....			
									Medicines Staff and equipments				
Registration Number of MMU	Camps held (Against target of 20 camps/ month)	Patient Attended			Total	No of Cases Referred			Total	No. of Patients distributed the medicines	Type and number of medicines which were short	No of camps where Staff Strength was complete	Number of camps with all proposed equipments functioning
		Male	Female	Children		Male	Female	Children					

Mobile Medical Unit																					
Name of Service Provider.....					Name of District.....							Month.....									
Investigation Details																					
Registration Number of MMU	Camps held (Against target of 20 camps/ month)	No. of lab test conducted							ECG	X-ray	Identification of				Pregnancy related		Others	Malnutrition
		Sputum for AFB	Urine		HIV/ AIDS	Blood		Total			Malaria	TB cases on basis of X-Ray	Leprosy Cases	Blindness Cases	ANC	PNC		
			Albumin	Sugar		Hb	Blood Sugar											

Annexure- J

Mobile Medical Van													
Name of Service Provider.....						Name of District.....				Month.....			
Camp, Staff and patient details										Medicines Staff and equipments			
Registration Number of MMV	Camp held against a target of 20 camps/ month /MMV	Patients Attended				No of Cases Referred				No. of Patients distributed the medicine	Type and number of medicines which were short	No of camps where Staff Strength was complete	Number of camps with all proposed equipments functioning
		Male	Female	Children	Total	Male	Female	Children	Total				

Mobile Medical Van														
Name of Service Provider.....						Name of District.....					Month.....			
Investigation Details														
Registration Number of MMV	Camp held against a target of 20 camps/ month /MMV	No of Lab Test Conducted					Identification of (clinically)				Others	Malnutrition	Pregnancy related	
		Urine	Blood		Others (BP weight etc.)	Total	Malaria	TB	Leprosy	Blindness Cases			ANC	PNC
			Hb	Blood Sugar										

Annexure- K

Sr. No.	District	MMU	MMV	Total
1	Ajmer	3	5	**8**
2	Alwar	3	9	**12**
3	Banswara	4	4	**8**
4	Bhilwara	1	6	**7**
5	Bikaner	2	3	**5**
6	Bundi	1	2	**3**
7	Chittaurgarh	2	3	**5**
8	Churu	2	5	**7**
9	Dausa	1	2	**3**
10	Dungarpur	2	3	**5**
11	Ganganagar	1	5	**6**
12	Jaipur I	1	1	**2**
13	Jaipur II	1	2	**3**
14	Jhalawar	2	1	**3**
15	Jhunjhunu	0	8	**8**
16	Pratapgarh	1	4	**5**
17	Rajsamand	1	3	**4**
18	S. Madhopur	2	2	**4**
19	Tonk	1	3	**4**
20	Udaipur	3	9	**12**
Total	**Rajasthan**	**34**	**80**	**114**

Annexure- L

The bidder should provide the experience details of services provided at each location/State:-

S.No.	State	District	Description of Project with period (in completed years)	No. of MMU/MMV Operationalised	Copies of work orders enclosed (yes/no)	Any other supporting document/experience certificate enclosed (yes/no)	Name & Designation of Certificate issuing authority

Annexure-M
Checklist for Payment of Bill

1. Original Bill	Yes	No	Page No.
2. Block wise Bills	Yes	No	Page No.
3. Verification of all camps by Sarpanch/ ANM/School Teachers/ASHA	Yes	No	Page No.
4. Copy of Log Book	Yes	No	Page No.
5. Supporting Bills/Details of all Other Expenses.	Yes	No	Page No.
6. Monthly Report As per format in Annex- I & J	Yes	No	Page No.
7. Photograph of Camps if required by controlling authority.	Yes	No	Page No.

Annexure N

Format for Camp Plan to be filled in English

Sr. No.	District	Block	Base Location	Registration No of Vechicle	Type of Vehicle MMU/MMV	Name of Driver	Mobile no of Driver	Name of Doctor	Mobile No of Doctor

Continued

Scheduled Camp Place/Location on date														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Continued

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Annexure O

Financial Proposal

For Implementation of Mobile Medical Services in Rajasthan.

S. No.	Description of items	Cost/Unit/month (Indian Rupees)
1.	Operationalisation of Mobile Medical Units : Total Operational Cost Per MMU Per Month + Service tax as applicable	Rs. ---------- (Rupees ---------- ---------- ---------- ---------- only)
2.	Operationalisation of Mobile Medical Vans : Total Operational Cost Per MMV per month + Service tax as applicable	Rs. ---------- (Rupees ---------- ---------- ---------- ---------- ---------- only)

Note:-

- **Financial quote will not be filled here. Bidders shall fill and upload the financial quote in the format specified for BoQ on eproc website.**

Place:
Date:

Signature of the authorized signatory
Designation and official seal.

Annexure P

Estimated Operational Cost

S. No.	Head	MMU	MMV
1	1 Medical Officer	40000	40000
2	1 ANM or Nurse Grade II	8000	8000
3	1 Lab Tech.	8000	8000
4	1 Driver for Diagnostic vehicle	8000	8000
5	1 Helper	6000	6000
6	X-Ray Technician	10000	
7	Driver for staff vehicle	6000	
8	Recruitment and training	1000	1000
9	Staff Dress/uniform for driver and helper	500	300
10	Fuel	25000	20000
11	Maintenance	5000	2000
12	Insurance	4000	2000
13	Communication	3000	3000
14	Lab Consumables		
15	Staff Accommodation	2000	2000
16	Postage & Couriers, printing & Stationary	5000	4000
17	Medicines		
18	Administrative & Over Head Expenses	10000	10000
19	IEC and advertisement	1000	1000
Total		**142500**	**115300**

Note:-
Above Estimated cost is on the basis of PIP approved in for Year 2015-16 by Govt. of India . NHM proposed New PIP for Year 2016-17 with some changes e.g. Post of Pharmacist is included and Post of Helper is waived off.