

राजस्थान सरकार

निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर

क्रमांक: चि.प्र./पीपीपी/2017/ 05

दिनांक: 4-01-2017

ई-निविदा सूचना

माननीय मुख्यमंत्री बजट घोषणा के अन्तर्गत राज्य के समस्त जिला चिकित्सालयों में निजी जन सहभागी द्वारा आई.वी.एफ. सुविधा को स्थापित कर संचालन करना है। इच्छुक संस्था चिकित्सा विभाग की वेबसाइट www.rajswasthya.nic.in, www.eproc.rajasthan.gov.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर विस्तृत विवरण प्राप्त कर सकते हैं

खुली निविदा हेतु विवरण निम्न प्रकार है :-

1.	कार्यालय का नाम	निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राज. जयपुर। (स्वास्थ्य भवन)
2.	कार्य का नाम	समस्त जिला चिकित्सालयों पर आई.वी.एफ. सुविधा को पीपीपी मोड पर चलाये जाने के सम्बन्ध में
3.	अनुमानित लागत	96 लाख रुपये प्रति जिला चिकित्सालय
4.	अमानत राशि	1,92,000/- रुपये प्रति जिला चिकित्सालय
5.	प्री. बिड कान्फ्रेन्स	13.01.17 प्रातः 11.00 बजे निदेशालय स्थित कान्फ्रेन्स हॉल में
6.	ऑन लाईन निविदा प्रपत्र डाउनलोड एवं अपलोड की अवधि	18.01.17 से 06.02.17 सायं 6:00 तक
7.	ऑन लाईन निविदा खोलने की दिनांक	07.02.17 को 02:00 PM बजे
8.	ऑन लाईन निविदा खोलने का कार्यालय,	निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर
9.	निविदा फार्म शुल्क	1000/- रुपये डीडी निदेशक (जन स्वा०) के पक्ष में
10.	निविदा प्रोसेसिंग शुल्क	1000/- रुपये डीडी MD(RISL) के पक्ष में

निविदा पत्रों को वेबसाइट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.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 अपलोड 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 500/- 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 या मेनेजिंग डायरेक्टर, आर.आई. एस. एल., MD(RISL) के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।

1. धरोहर राशि निविदा प्रपत्र में दर्शायी गयी कुल अनुमानित लागत की 2 प्रतिशत होगी निविदा शुल्क व डिमाण्ड राशि/बैंकर्स चेक Director (PH) के पक्ष में व जयपुर में भुगतान योग्य होना चाहिए।
2. निविदादाता एक या एक से अधिक जिला चिकित्सालयों में आई.वी.एफ. सुविधा स्थापित कर निजी जन सहभागिता से संचालन करने हेतु एक ही निविदा फार्म में आवेदन कर सकता है, लेकिन इस प्रकार के आवेदन के लिए निविदादाता को प्रत्येक जिला चिकित्सालयों में आई.वी.एफ. सुविधा स्थापित करने के लिए अलग अलग रुपये एक लाख ब्यान्वे हजार की धरोहर राशि का डीडी/बैंकर्स चेक को सीलबन्ध लिफाफे में जमा करानी होगी एवं लिफाफे के बाहर आवेदन किये गये जिला चिकित्सालय का लोट नम्बर एवं नाम अंकित करना होगा।
3. निविदा शुल्क, धरोहर राशि, MD(RISL) के पक्ष में देय शुल्क एवं शपथ पत्र (निविदा प्रपत्र में बताए अनुसार) की मूल प्रति संयुक्त निदेशक (चि.प्र.) कमरा नम्बर 108, निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर में 07 फरवरी, 2017 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, निदेशालय, चिकित्सा एवं स्वास्थ्य सेवायें, जयपुर में संवेदक द्वारा 06.01.2017 से 06.02.2017 सायं 6:00 तक निविदा प्रपत्र को देखा जा सकता है अथवा वेबसाइट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर भी देखा जा सकता है। निविदा प्रपत्रों में निविदाकर्ता 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 दिवसों तक निविदा स्वीकृति हेतु मान्य रहेगी, यदि निविदाकर्ता 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 जप्त 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 2012 एवं आरटीपीपी 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 वेबसाईट www.eproc.rajasthan.gov.in, www.rajswasthya.nic.in, www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in से डाउनलोड कर सकते हैं।
 - निविदाओं में भाग लेने निविदादाताओं को वेबसाईट www.eproc.rajasthan.gov.in पर रजिस्टर्ड 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 निविदाएं निर्धारित दिनांक एवं समय पर ही खोली जायेगी। यदि निविदा खोलने की दिनांक को राज्य सरकार के द्वारा किसी कारण से राजकीय अवकाश घोषित कर दिया जाता है तो निविदाएं 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।
 - मूल निविदा एवं निविदा प्रपत्रों में आवश्यक सभी सूचियों/एनेक्सचर को सम्पूर्ण रूप से भरकर ऑनलाईन दर्ज किया जाना चाहिए।
9. निविदादाताओं को मूल निविदा प्रपत्रों के साथ निविदा शुल्क, प्रोसेसिंग शुल्क तथा धरोहर राशि के डिमांड ड्राफ्ट/बैंकर्स चेक, शपथ पत्र, रजिस्ट्रेशन प्रमाण पत्र एवं गत 3 वर्षों का बेलेंस सीट (सीए से प्रमाणित करवाकर) तथा गत तीन वर्षों की इनकम टैक्स रिटर्न प्रमाण पत्र की प्रतियां वेबसाईट 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 उस दिन अवकाश रहता है तो उसके अगले दिन उसी समय व उसी स्थान पर निविदाएं खोली जायेगी। निविदा खोलने की तिथि को किसी कारणवश सारी निविदाएं खोली नहीं जा सकती है तो उसके अगले कार्य दिवस शेष निविदाएं खोलने का कार्य जारी रखा जायेगा।

तकनीकी निविदा में सफल निविदादाताओं की वित्तीय निविदा खोलने की सूचना निविदादाताओं को ईमेल द्वारा दी जावेगी।

निविदा शुल्क, धरोहर राशि, प्रोसेसिंग फीस के डी.डी./बैंकर्स चेक एवं शपथ पत्र भौतिक रूप से इस निदेशालय को निर्धारित दिनांक पर जमा कराने होंगे। उक्त दस्तावेजों की स्कैन प्रति निविदा के साथ www.eproc.rajasthan.gov.in पर अपलोड करानी होगी इसके अतिरिक्त निविदा संबंधित प्रक्रिया ऑनलाईन होगी।

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

राजस्थान सरकार

निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर

क्रमांक: चि.प्र./पीपीपी/2017/ 05

दिनांक : 4-01-2017

आयुक्त,
सूचना एवं जनसंपर्क विभाग,
राजस्थान, जयपुर।

विषय :- सूचना प्रकाशित करने बाबत।

उपरोक्त विषयान्तर्गत राज्य सरकार के समस्त जिला चिकित्सालयों पर आई.वी.एफ. सुविधा स्थापित कर पीपीपी मोड पर चलाये जाने के सम्बन्ध में संलग्न सूचना नियमानुसार 1 राष्ट्रीय अंग्रेजी समाचार पत्र एवं 1 राज्य स्तरीय समाचार पत्रों में न्यूनतम साईज में श्वेत-श्याम विज्ञप्ति प्रकाशित करवाने का श्रम करें, तथा उक्त सूचना मय संलग्न दस्तावेजों को आपके विभाग की वेबसाइट पर भी अपलोड करने का श्रम करें।

संलग्न :- निविदा सूचना 6 प्रतियों में मय सम्बन्धित दस्तावेज/सी.डी.


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

राजस्थान सरकार**निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएं, राजस्थान, जयपुर**

क्रमांक: चि.प्र./पीपीपी/2017/ 05

दिनांक : 4/01/2017

ई-निविदा सूचना

राज्य के समस्त जिला चिकित्सालय में आई.वी.एफ. सुविधा स्थापित कर संचालन निजी जनसहभागी द्वारा किया जाना है, इच्छुक संस्था/चिकित्सक द्वारा प्रारूप एवं विस्तृत विवरण विभाग की वेबसाइट www.rajswasthya.nic.in एवं सूचना एवं जन सम्पर्क विभाग की वेबसाइट www.dipr.rajasthan.gov.in तथा sppp.rajasthan.gov.in पर विवरण प्राप्त कर सकते हैं एवं आवेदन वेबसाइट www.eproc.rajasthan.gov.in पर कर सकते हैं।


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 (A) **Technical bid** for resource requirements and IVF equipment details. (B) **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.

Following schedule will be observed in this regard:

Schedule	Time and Dates
Pre-bid conference	13.01.2017
Last date for Submission of Bids	06.02.2017
Opening of tender Document	07.02.2017

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



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1. Project Background:

- i. Due to lack of Trained gynecologist in IVF so 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.



**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 minimum three months training in IVF is mandatory for the continuation of the contract. (B) Financial Bid (Properly sealed) a) <u>Revenue Percentage</u>: The Tenders 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>Performance Security:</u> a) The successful bidder shall furnish a performance security in the shape of a Bank Guarantee issued by a Nationalized Bank in favor of the Director (PH), Medical & Health Services, Rajasthan for an amount equal to 5% of the total contract value and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the contract may be cancelled. b) If the firm / contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Purchaser and the contract may also be cancelled.

	c) The Purchaser will release the Performance Security without any interest to the firm /Contractor on successful completion of contractual obligations.
3.	Settlement of any dispute will be done within the jurisdiction of Court of Jaipur.
4.	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.
5.	No guarantee will be given by the Medical & Health dept. regarding the minimum no. of investigations done.
6.	Rs.100/- affidavit attested by Notary of concerned firm.(Annuxer-I)
7.	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.
8.	<u>Start of IVF center:-</u> 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.
9.	<u>Financial Capacity:</u> The service provider should have financial capacity (Net worth 1 crore for IVF Center) approved by CA.
10.	<u>Period of contract:</u> This contract (M.O.U) will be for 10 years from the date of handover of possession by Medical & Health Department government of Rajasthan.
11.	<u>Land and Building (Space):</u> 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.
12.	<u>Interior work:</u> - 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.
13.	<u>Adequate Area/Space/Pre-requisite:</u> 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
14.	<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 equipment and performance security will be forfeited by the Hospital Administration and service provider will not claim for it.
15.	Bidder should deposit revenue share to government up to 15 th day of the next month.
16.	Medical and Health department will not have any liability to regularize the contractual staff hired by service provider after termination of contract period.

17	Quality of equipment:- 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.
18.	Management of IVF center should be according to ICMR guide lines for IVF Gol.
19.	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
20.	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.
21.	Rate list of per IVF:- Rs. 40,000/- (In word: Rs. Forty Thousand only) Include all charges (medicine and investigation)
22.	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.
23	The Service Provider (First Party) will ensure best quality of IVF.
24	Basic Amenities will be arranged by the Service Provider (First party) which include clean Drinking Water, Toilets with round the clock utmost zero percent dust, cleaning and maintenance of the space by the service provider (First party) well furnished comfortable and adequate waiting area (looking to the average inflow of patients), Sufferance cloth change Staff who are well harmonious in public dealing, otherwise Rs.1,000 per day will be charged by the R.M.R.S. District Hospital (Second party) from the service provider (First party) as penalty charges.
25	Training: Service Provider will be provided IVF training for clinical, training and research work during the hospital hours.
26	The Hospital Administration (Second Party) will not be responsible for any loss or damage to the machine / property due to natural hazard or otherwise the Service Provider (First Party) may take adequate insurance cover at his own risk and liability for the same.
27	The Service Provider (First Party) will be held liable under consumer protection act. The Service Provider (First Party) will be held responsible for any damage and disputes about investigations during the contract period including liability under consumer protection act.
28	The Service Provider (First Party) will manage and maintain fire fighting system and maintenance and should also have to take necessary fire insurance.
29	The issue for which the RFP Document is silent will be dealt and decided as per the relevant provisions of RTPP Act 2012 and RTPP Rules 2013.
30	Arbitration a) If dispute or difference of any kind shall arise between the purchaser and the firm/ contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. b) b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the purchaser or the firm/contractor 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 to be appointed by the PHS as the arbitrator. 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 PHS to act as Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The award of the provision that the Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees One Lac (Rs.1,00,000/-) c) Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Purchaser or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration. d) Reference to arbitration shall be a condition precedent to any other action at law. e) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.
--	--

3. Procedure for submitting the proposals :-

Bidder can submit one or more than one IVF facility at district hospital proposal in same application but in such case, he has to deposit earnest money multiply IVF facility at district hospital applied. For each IVF facility at district hospital bid a separate DD/Bankers cheque Rs. 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 facility at district hospital applied should be clearly mention outside the envelop.

Each page, Form, Annexure and Appendices of the original 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 **Appendix 'B'** should be submitted with bid document. If signature of the authorized signatory with seal of the firm/legal entity is not found then the application will not be accepted. The State Government reserves the right to accept or reject, one or all applications without giving any explanation.

4. Preparation of Tender

The bids shall be uploaded as follows:

I. TECHNICAL BID

Which shall be uploaded forwarding letter ("**Appendix "A"**") and shall include the following:

- 1) Rs. 1000/- DD/Bankers Cheque in favor Director (PH), DMHS, Jaipur regarding payment of Tender Cost.
- 2) Rs. 1000/- DD/Bankers Cheque in favor MD (RISL), Jaipur regarding payment of Processing Fee.
- 3) Bank Draft /Bankers Chequee Rs 1,92,000 (one lac ninety two thousand only) each IVF facility at district Hospital in favor of Director (PH), DMHS, Jaipur payable at Jaipur towards E.M.D.
- 4) Original tender document duly stamped and signed in each page along with the
Forwarding Letter confirming the performing the assignment as per "**Appendix "A"**"
- 5) Experience particulars of the bidder as per "**Appendix -"C"**"
- 6) Copy of the Income Tax Returns acknowledgement for last three assessment years 2014-15, 2015-16 & 2016-17.
- 7) Copy of audited accounts statement for the last three financial years attested by CA.
- 8) A duly notarized declaration from the bidder in the format given in the "**Appendix-"D"**" to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State.
- 9) Bidder experience should have operational IVF facility.

II. (Financial Bid

- a) **Revenue Percentage:** 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 percentage of revenue sharing).
 - b) **Financial bid open:** Financial bids of only those bidders will be opened, who's technical bids are found eligible by the committee of Directorate Medical and Health Services, Jaipur.
- 

Forwarding Letter for Technical Bid

(To be submitted by all bidders in their letterhead)

Date:.....

To

Director (PH)
Directorate Medical & Health Services,
Swasthya Bhawan , C-Scheme, Tilak Marg, Jaipur,
Rajasthan

Sub: Tender for installation and running of IVF facility at District Hospital under
Tender No....

Sir,

1. We are submitting, here with our tender for installation and running of IVF facility for
District Hospital Name and Lot No.:-

- i. .
- ii. .
- iii.

2. We are enclosing :-

- i. Each page, form, Annexure and Appendix of the original Request for Proposal (RFP) must be signed by bidder with seal of firm/legal entity.
- ii. Declaration by BID (Appex. D).
- iii. Rs. 1000/- DD/Bankers Cheuqe No. Dated : in favor of Director (PH) toward tender fees.
- iv. Rs. 1000/- DD/Bankers Cheuqe No. Dated : in favor of MD (RISL) toward processing fees.
- v. Detailed of Earnest Money:-
 - a) Name of District Hospital Earnest Money Amount
DD/Banker Cheuqe No. Dated:
 - b) Name of District Hospital Earnest Money Amount
DD/Banker Cheuqe No. Dated:
 - c) Name of District Hospital Earnest Money Amount
DD/Banker Cheuqe No. Dated:

toward Earnest Money Deposit (EMD) in favor of Director (PH). Directorate
Medical & Health Services, Jaipur, Rajasthan.

3. We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per term and condition No.

4. We agree to keep our offer valid for the period for the period stipulated in your tender enquiry.

Signature of the Bidder.....

Seal of the Bidder.....

BIDDER'S AUTHORISATION LETTER

(To be submitted by authorized agent)

To

Director (PH)
 Directorate Medical & Health Services,
 Swasthya Bhawan , C-Scheme, Tilak Marg,
 Jaipur, Rajasthan

Ref. Your TE document No.-----, dated-----

Dear Sirs,

We,----- are the suppliers of ---
 ----- (name of services(s) and hereby
 conform that;

1. Messrs ----- (name and address of the agent) is our
 authorized agents for -----
2. Messrs ----- (name and address of the agent) have fully
 trained and experienced service personnel to provide the said services.

Yours faithfully,

 [Signature with date, name and
 designation] For and on behalf of
 Messrs _____

[Name & Address of the Manufacturers]

Note:

1. This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.
2. Original letter shall be attached to the tender.

ASSIGNMENT OF SIMILAR NATURE
SUCCESSFULLY COMPLETED

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Sr. No.	Assignment contract No & date	Description of work services provided	Contract price of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Address of organization with Phone No. where assignment done
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Note: Attach extra sheet for above Performa if required.



Signature.....

Name

Declaration by Bidder

I / We agree that we shall keep our price valid for a period of ten year from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No. /

I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt.

/ Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions.

Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.



ANNEXURE-E: FORMAT FOR JOINT BIDDING AGREEMENT

(Format for Consortium Agreement)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement executed on this _____ day of _____ Two thousand Eleven between M/s [insert name of Lead Member] _____ a Company

incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____

_____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details and percentage

shareholding separately of all the Consortium Members] for the purpose submitting response to RFP, and execution of "Agreement" (in case of award), against RFP dated _____ issued by Directorate of Medical and Health Services (DM&HS), Government of Rajasthan and having its Registered Office at Swasthya Bhawan, Jaipur.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS the DM&HS intends to operate professionally managed and running "Existing CT Scan Machine"

WHEREAS, the DM&HS had invited response to RFP vide its Request for Proposal (RFP) dated _____.

WHEREAS the RFP stipulates that in case response to RFP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by DM&HS wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER: In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, ---, Member-n.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each 75Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion

Name	Percentage
Member 1	-----
Member 2	-----
Member n	-----
Total	100%

We acknowledge that after execution of the "Agreement", the controlling shareholding (more than 50% of the voting rights) in the Project Company developing the Project shall be maintained till the completion of the same.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for mobilizing debt resources for the Project, and ensuring that the Project achieves proper Financial Closure.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof for which the Lead member agrees thereto.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Jaipur alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favor of DM&HS in terms of this RFP.
12. It is further expressly agreed that this consortium agreement shall be irrevocable and shall form an integral part of the "Agreement" between DM&HS, Government of Rajasthan and the bidder consortium and shall remain valid until the expiration or early termination of the same.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the RFP Bid.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the "Agreement" except with prior written consent of DM&HS.

15. This Agreement

a) It has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

It may not be amended or modified except in writing signed by each of the Members and with prior written consent of DM&HS.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFP& Agreement.

IN WITNESS WHEREOF, the Members have, through their, authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [•])

Witnesses:

Signature

Signature

Name:

Name:

Address:

Address:

For M/s----- [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [•])

Witnesses:

Signature

Signature

Name:

Name:

Address:

Address:

For M/s----- [Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [•])

Witnesses:

Signature

Signature

Name:

Name

Address:

Address:

Signature and stamp of Notary of the place of execution

FORMAT FOR FINANCIAL PROPOSAL

BOQ

Lot.No.	Name of District Hospital	Percentage of Revenue sharing (In figure)	Percentage of Revenue sharing (In word)
1.	District Hospital, Beawar (Ajmer)		
2.	District Hospital, Jaipur		
3.	District Hospital, Banswara		
4.	District Hospital, Nagaur		
5.	District Hospital, Pali		
6.	District Hospital, Sawai Madhopur		
7.	District Hospital, Karauli		
8.	District Hospital, Chittorgarh		
9.	District Hospital, Bundi		
10.	District Hospital, Sikar		
11.	District Hospital, Rajsamand		
12.	District Hospital, Shriganganagar		
13.	District Hospital, Barmer		
14.	District Hospital, Jalor		
15.	District Hospital, Bhartpur		
16.	District Hospital, Dholpur		
17.	District Hospital, Jhunjhunu		
18.	District Hospital, Churu		
19.	District Hospital, Bikaner		
20.	District Hospital, Hanumangarh		
21.	District Hospital, Dungarpur		
22.	District Hospital, Udaipur		
23.	District Hospital, Jodhpur		
24.	District Hospital, Pratapgarh		
25.	District Hospital, Tonk		
26.	District Hospital, Sirohi		
27.	District Hospital, Dausa		
28.	District Hospital, Kota		
29.	District Hospital, Baran		
30.	District Hospital, Alwar		
31.	District Hospital, Bhilwara		
32.	District Hospital, Kanwariya Jaipur.		

Note: - If bidder is not interested to bid for particular district hospital, please leave blank the column of revenue sharing.

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.

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:



Annexure C: Grievance Redressal during Procurement Process

The designated and address of the First Appellate Authority is DIRECTOR (PH), MEDICAL AND HEALTH SERVICES, RAJASTHAN, JAIPUR

The designation and address of the Second Appellate Authority is PRINCIPAL SECRETARY, MEDICAL & HEALTH DEPARTMENT, RAJASTHAN, JAIPUR.

- 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 endeavor to dispose it of within thirty days of the appeal.

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 Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or 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.

- 3) 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 the 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.

- 4) 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 respondents in the appeal.

- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts states in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority.

5) Fee for filing Appeal

- a) fee for the 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.

6) Procedure for Disposal of Appeal

- a) The First Appellate Authority or Second Appellate Authority, as the case may be up on 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,-
 - Hear all the parties to appeal present before him; and
 - Pursue 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.

