

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: -
26.04.2018/ 06:00PM

[Handwritten signatures and initials]

Index

SNo.	Particulars	Page No.
1.	Disclaimer	3
2.	Abbreviations	4
3.	Part-1: Invitation of Request for Proposal	5
4.	Part-2: Project Profile	6-12
5.	Part-3: Information and Instruction to bidders	13-16
6.	Part-4: Terms of Reference	17-26
7.	Annexure- A Grievance Redressal during procurement process	27-29
8.	Annexure- B Check List for Submission of Proposal	30
9.	Annexure- C Format of the covering letter	31
10.	Annexure- D Proposal Format for Organizations	32-34
11.	Annexure - E Format for experience certificate	35
12.	Annexure- F No conflict of interest	36
13.	Annexure - G Format Anti-Collusion Certificate	37
14.	Annexure- H Board Resolution for Bidding Entities	38
15.	Annexure- I Power of Attorney	39
16.	Annexure- J Power of Attorney for lead Member	40
17.	Annexure- K Letter of Exclusivity	41
18.	Annexure- L Declaration by the Bidder regarding qualifications	42
19.	Annexure- M Agreement	43-44
20.	Annexure –N Financial Proposal	45
21.	Annexure –O Checklist for Payment of Bills	46
22.	Annexure –P Distribution of MMUs & MMVs	47
23.	Annexure –Q Brief of model and make of the vehicles and equipments of MMU and MMV	48
24.	Annexure –R Format For Camp Plans	49
25.	Annexure –S Monthly Progress Reports Formats for MMU	50
26.	Annexure –T Monthly Progress Reports Formats for MMV	51

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.

This RFP document is not an agreement and is not an offer or invitation by the NHM or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purpose to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the NHM, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. NHM, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. NHM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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.

Abbreviations

• MMU	-	Mobile Medical Unit
• MMV	-	Mobile Medical Van
• OPD	-	Out Patient Department
• IMR	-	Infant Mortality Rate
• MMR	-	Maternal Mortality Ratio
• ECG	-	Electro Cardiogram
• BCG	-	Behavioral Change Communication
• RTI	-	Respiratory Tract Infection
• IEC	-	Information Education and Communication
• ASHA	-	Accredited Social Health Activist
• ANM	-	Auxiliary Nurse Midwifery
• FRU	-	First Referral Unit
• IUD	-	Intra Uterine Device
• TLC	-	Total Leucocyte Count
• DLC	-	Differential Leucocyte Count
• ESR	-	Erythrocyte Sedimentation Rate
• RCH	-	Reproductive and Child Health
• DHS	-	District Health Society
• PoSD	-	Point of Service Delivery
• AWC	-	Angan Wari Centre
• BCMO	-	Block Chief Medical Officer
• CMHO	-	Chief Medical & Health Officer
• AWW	-	Angan Wari Worker
• ANC	-	Antenatal Care
• MoIC	-	Medical Officer Incharge
• MSME Act	-	Ministry of Micro Small and Medium Establishment Act
• HMV	-	Heavy Motor Vehicle
• DDW	-	District Drug Ware House
• PHC	-	Primary Health Centre
• ITR	-	Income Tax Return
• RC	-	Registration Certificate
• RTPP Act	-	Rajasthan Transparency in Public Procurement Act
• GF&AR	-	General Financial And Accounts Rules.
• TAN	-	Tax Deduction and Collection Account Number
• PAN	-	Permanent Account Number
• HMIS	-	Health Management & Information System
• BOQ	-	Bill of Quantity
• MMNDY	-	Mukhya Mantri Nishulk Dava Yojna
• NAC	-	Non Availability certificate
• PRI	-	Panchayti Raj Institution
• GPS	-	Global Positioning System
• GIS	-	Geographic Information System
• HOTO	-	Handover Takenover

[Handwritten signatures and initials]

Part- 1

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

No. F. 18 ()/NHM/MMU-MMV/RFP/2017-18/1093

Date: 14/03/18.

**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 7 districts of Rajasthan namely Alwar, Baran, Bundi, Karauli, Jaipur-1, Jhalawar and Sawai Madhopur. 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.
15.03.2018 11:00 AM	26.03.2018 11:00 AM	26.04.2018 03:00 PM	26.04.2018 06:00 PM	27.04.2018 11:00 AM.	Shall be informed separately to the qualified bidders

Tender Fee: - Rs. 5000/- and GST as applicable, 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 **Rajasthan State 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 shall be deposited physically at the office of the **Rajasthan State Health Society, Jaipur**. Amount of Bid Security shall be as mentioned in the document. The approximate value of the RFP is Rs. 11 crores 10 lacs (MMU- 05 Crores 29 Lacs MMV-05 Crores 80 Lacs) for two years.


Mission Director, NHM

Part- 2

Project Profile

1. Name of the Project

"Mobile Medical Services, Rajasthan"

2. Objectives

The key objectives to be achieved through this project are:

- i. 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**.
- ii. To supplement the existing health system by providing free of cost health services in the remote areas on a regular monthly basis and referrals to appropriate health facilities.
- iii. 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.
- iv. To provide diagnostic services to the people living in remote areas.
- v. For overall improvement in the health indicators of State.
- vi. Achieving the goals of NHM i.e. improvement in health indicators likes IMR, MMR etc.
- vii. 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

- 4.1 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.

- 4.2 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 operational in state since 2008-2009.

4.2.1 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 ECG, Semi Auto Analyzer etc.

4.2.2 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.

4.2.3 Number of MMUs and MMVs in Districts:-

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

4.3 Numbers of the vans/units are on the basis of 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

5.1.1 Community Mobilization

Community engagement to encourage uptake of services

- a. In order to ensure the uptake of services delivered by MMUs and MMVs, the Service Provider shall 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 teacher etc.
- b. The approved route plans, schedules (fix camp 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 service provider to raise community awareness of the services which can be availed.
- c. Support Village Health and Sanitation in planning to improve community awareness on health issues and uptake of services.

5.1.2 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 counseling, 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.

5.1.3 Services to be offered by a Mobile Medical Unit/ Mobile Medical Van

5.1 Type of Service Details

A. Curative Services	a) Provide treatment for minor ailments including fever, diarrhea, ARI, worm infestation. b) 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. c) Provision of first aid, minor surgical procedures and suturing.
B. Maternal Health	1. Antenatal Care: a) Registration of pregnancies with emphasis on early registration of all pregnancies, ideally within first trimester (before the 12th week of Pregnancy). b) Antenatal check-ups for pregnancies (minimum five). c) General examination such as height, weight, blood pressure, urine (albumin and sugar), abdominal examination, breast examination. d) Iron & Folic Acid Supplementation from 12 weeks and tetanus toxoid injections. e) Laboratory investigations like hemoglobin estimation, urine for albumin and sugar, and blood group. f) Identification of high-risk pregnancies and appropriate referral, promotion of institutional deliveries. g) Appropriate and prompt referral. h) Provision for deliveries in case of emergency. i) To Create awareness of free referral services through 108/104 Toll Free Numbers. 2. Postnatal care: a) Counseling for early breast-feeding. b) Counseling on diet & rest, hygiene, contraception, essential newborn care, infant and young child feeding; birth registration. c) Counseling of family on girl child birth.
C. Child Health	a) Essential newborn care. b) Promotion of exclusive breast-feeding for 6 months. c) Full immunization of all infants and children against vaccine preventable diseases. d) Vitamin A prophylaxis to the children as per guidelines. e) Prevention and control of childhood diseases like malnutrition, Acute Respiratory Infection, Diarrhea, etc.
D. Referrals	a) Referral of complicated cases after primary management. b) Provision of referral card/slip to patients who should be attended to on a priority basis at the referral hospitals. c) Follow up on status for referred patients.
E. Family Planning Services	a) Education, motivation and counseling to adopt appropriate family planning methods. b) Provision of contraceptives such as condoms, oral pills, emergency contraceptives, IUD insertions. c) Follow up activities for couples that undertook permanent family planning methods (tubectomy / vasectomy).

Handwritten signatures and initials at the bottom of the page.

F. Emergency and Epidemic management services.	a) The MMU/MMVs shall attend to emergency cases, and if required refer patient to First Referral Unit (FRU) during their visits, without disrupting their schedule. b) The Service Provider shall 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.
G. Diagnostic Services	a) ECG of the patients as prescribed by the doctor. b) 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 shall be conducted on the basis of facilities available in MMU/MMV.

5.2 Coverage and Frequency of Services

5.2.1 The mobile medical services are to be rendered in tribal, desert and un served/underserved blocks of all districts. List of these blocks shall be given to the Service Provider. Camp sites 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 shall be selected based on factors such as poor RCH indicators, difficult terrain, fewer health facilities etc. List of such blocks approved by the NHM shall 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 shall be given to the approved service provider where the mobile medical services are to be provided. Areas/Places for camp 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 (PoSD) shall be identified, in consultation with District Health Society-NHM, and the community being served. However; identification of such POS shall be responsibility of approved Service Provider.
- The PoSD can be either the Panchayat Bhawan in a large village of the cluster, or the Anganwari 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.

5.2.2 The MMU/MMVs shall 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 borne by the service provider.

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

5.2.4 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 shall 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.

[Handwritten signatures and initials]

5.2.5 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

- a) 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 (prepared in consultation with District Health Society-NHM) is not disrupted in any way.
- b) **MMU/MMVs** Each unit/ vehicle should have the following staff while rendering services:

<u>MMUs</u>	<u>MMVs</u>
1. Medical Officer -1 (Preferably Lady Medical Officer)	1. Medical Officer -1 (Preferably Lady Medical Officer)
2. ANM or Nurse Grade II -1	2. ANM or Nurse Grade II -1
3. Lab technician -1	3. Lab technician -1
4. Pharmacist -1	4. Pharmacist - 1
5. Driver – 2 (One for Diagnostic Vehicle and another for Staff vehicle)	5. Driver -1

- c) Service Provider shall 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 The list of staff be provided to BCMO/CMHO prior to camp.

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.

I. Staff Qualification

(Table- I)

S. No.	Staff	Qualification
1	Medical Officer	MBBS
3	ANM or Nurse Grade II	10 th pass with ANM course for ANM. 12 th pass with GNM course for Staff Nurse II
4	Lab Technician	10 th pass or its equivalent with training certificate of Lab. Tech. A certificate holder recognized by board.
5	Pharmacist	<u>Diploma/Bachelors Degree in Pharmacy</u> <u>D.Pharm/B.Pharm</u>
6	Driver	For diagnostic vehicle and MMV:- As per the provisions of Motor Vehicle Act.1988. For staff vehicle:- As per the provisions of Motor Vehicle Act. 1988

II. Responsibilities :-**Table- II**

S. No	Staff	Responsibilities
1	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. g) Send the indent for the required medicines to CMHO and respective DDW Incharge, and If medicines are not available at DDW than these may be procured by concerned CMHO after getting NAC (Non Availability Certificate) from DDW.
2	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 ANC's and PNC's d) Under the supervision of the doctor rendering preventive, Promotive and curative health care services. e) Health education and counseling.
3	ANM	a) Assist the doctor and nursing staff b) Health education and c) Counseling of the community being served.
4	Lab Technician	a) Collect samples and conduct tests as required – Urine & blood -Hb,TLC,DLC, pregnancy tests etc and maintain their proper records and registers according to camp days.
5	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 shall coordinate with concerned MOIC/ BCMO/CMHO and respective DDW Incharge.
6	Driver	The maintenance and upkeep of the vehicle should be the responsibility of the driver The driver should be able to carry out basic repair and maintenance of the vehicle with assistance of the helper. He shall be responsible for

		maintenance of vehicle log book, maintenance and cleanliness of the vehicle, he should follow instructions from all the staff of MMU/MMV and assist in all camp related operation of the unit.
--	--	---

6. IEC Activities and coordination:-

Proper and adequate IEC of the scheme shall be responsibility of the service provider. The Service Provider 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 shall 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. shall 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. The service Provider shall have to make provision for Auxiliary Mike & speakers of Good sound quality to be attached to LCD screen already mounted in MMU.

7. 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 mobilize the community for uptake of services.

8. Maintenance, repair and proper upkeep of vehicles and equipments:-

Service provider is liable for proper repair, maintenance and upkeep of vehicles as per manufacturer schedule and good industry practices. Maintenance shall be ensured based on progressive kilometers of the vehicles. If vehicle is not maintained in good condition than service provider shall be liable for penalties as mentioned in penalty clause. Maintenance includes all major, minor repair during the agreement period. The service Provider shall be liable to submit all repair and routine maintenance related bills at district HQ for the purpose of ascertaining that repair/maintenance is done. Maintenance schedule needs to be adhered .

9. R.C., Fitness And Insurance:- The R.C., Fitness and Insurance of vehicles shall be done by the service provider 2 months prior to the expiry of agreement period. The vehicles shall be in "**road worthy condition**" at the time of HOTO and renewal of Fitness and Insurance of vehicles shall be done timely by the new service provider.

[Handwritten signatures and initials]

Part- 3**Information and Instructions to the Bidders****1. Eligibility Criteria:**

The RFPs shall qualify on the basis of following eligibility criteria-

SNo.	Eligibility Criteria
1.1	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. Private Hospitals which fulfills eligibility criteria may also apply in the RFP. (Annexure-H) Joint venture & consortium may also apply. (Annexure H & J) Bidders can apply in individual capacity/joint venture or consortium but not in all categories. (Annexure K)
1.2	Experience in implementation and management of such projects/ schemes: Minimum two years of experience in operationalisation of MMUs or MMVs or similar kind of activities like outreach camps, ambulance services etc. 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. E
1.3	Financial Soundness/Stability: A proposal may come from • If applying for 5 vehicles then a single entity having a minimum annual average turnover of Rs. 85.00 lacs in last three financial years (2014-15, 2015-16, 2016-17). • If applying for <5 and >=10 vehicles then a single entity having a minimum annual average turnover of Rs. 150.00 lacs in last three financial years (2014-15, 2015-16, 2016-17). • If applying for more than 10 vehicles then a single entity having a minimum annual average turnover of Rs. 200.00 lacs in last three financial years (2014-15, 2015-16, 2016-17). The bidder must attach certified copy of audited accounts as supporting documents. Un-audited accounts shall not be considered. Copies of ITR for these years shall also be required along with the technical proposal.
1.4	An affidavit (on a non judicial stamp paper 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 shall not form any coalition with the other bidder. Ann. L

2. Declarations:

Every bidder is supposed to submit a declaration in following annexures:-

Annexure F:- Compliance with the Code of Integrity and no Conflict of Interest.

Annexure L:- 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 shall be invited to attend the pre-bid/proposal Conference to be held on date 26.03.2018 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 shall 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) shall become integral part of this RFP document.

5. **Evaluation of the Proposals**

Only the proposals received up to due date and time shall be considered for evaluation. Evaluation shall be done by departmental/Bid Evaluation Committee at State level. To facilitate evaluation, Rajasthan State 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-

6.1 **Technical Part (Cover A)**

Technical Proposal should contain-

- a) Covering Letter and Application Form.
- b) Scanned copy of DD/ Banker's Cheque issued by scheduled bank 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/ B.G in favor of "Rajasthan State Health Society & RISL processing fees in favor of MD-RISL payable at Jaipur 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. Bid security be submitted physically before date
- 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 B** for submission of proposal before submission.
 - h) The previous service provider should ensure that two months prior to HOTO the vehicle should be in good condition
 - i) New service provider shall have to take over MMU/MMVs with equipments in "road worthy condition" from RMRS in 03 weeks time from the date of signing of agreement. This 03 weeks time may be utilized for planning including handing over and taking over. After 03 weeks time period, on completion of 21st day i.e. the 22nd day shall be considered as the date of commencement of whole fleet of vehicles as per the scheduled camp plans. If they fail to do so then a penalty shall be imposed as per the penalty provisions given in the sub point 2 under point no.10 of Operational Parameters and Penalties.
 - j) A written information to the state shall be given by the Service Provider for successful completion of process of hand over taken over(HOTO) of whole fleet with documents be sent on the email ID- **co_mmu.nrhм@yahoo.com** at the end of the third week.
 - k) The RC, Fitness and insurance and their timely renewal of all MMU/MMVs and staff vehicles shall be done by service provider during the tenure .At the completion of contract RMRS shall not accept any fitness and insurance in expired condition. No vehicle shall be HOTO to the new service provider by RMRS without completion of any documents. Strict Action shall be initiated against the defaulter.
 - l) Two month prior to HOTO the vehicles should be in road worthy condition.
 - m) NHM shall not undertake any repair of the MMU/MMV.
 - n) The MMU/MMVs and staff vehicles should be stationed at BCMO office after every camp.

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.

6.2 Financial Proposal to be submitted online

6.2.1 Bidders are required to submit the operational cost per MMU/MMV/Month.

6.2.2 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.

6.2.3 Separate BOQ (Financial Bid Format) is generated for each district. Bidders are required to quote in for specific district in the BoQ (Bill of Quantities) specified for.

6.2.4 Proposals shall be submitted online. Physical submission of the required DDs shall be done at State level as mentioned in the document.

6.2.5 The bidder should submit valid Insurance policy and cover note for MMU/MMV with a valid receipt issued by the Insurance Company preferably Nationalized Insurance Companies and handbills, literature, copies used for IEC activities.

6.2.6 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 shall provide that medicine to the service provider. CMHO shall ensure the online requisition of funds for medicines be given by respective DDW and send to State RMSCL.

7. Validity of the Bid Proposal

Validity of the proposal shall be 180 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 "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorized 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 Authorized 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 MD,NHM 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, than the RFP shall 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 MD,NHM, 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.
- j) Time and date for online opening of Financial Bid shall be communicated later to technically qualified bidders. The Rajasthan 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).
- k) The contract period shall begin from the date of signing of agreement.

10. Grievance Redressal during the RFP Process:-

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

[Handwritten signatures and initials]

Part-4

TERMS OF REFERENCE

1. Project Profile:

As per Part-3 of this document.

2. Expected Outcomes:

2.1 Operational Aspects

- i. 20 camps per month shall be the target for each MMU/MMV.
- ii. Minimum OPD should be 100 patients in each camp.
- iii. Overall operationalisation of the scheme shall be the responsibility of the service provider; it may seek support from district/ block authorities.
- iv. Proposed coverage through Mobile Medical Unit are 'C' category villages where no sub-center or PHC exists or health facilities are not adequately available.
- v. The camp timings shall be minimum 5 hours at the camp site between 8 am to 7 pm excluding travel time. Service Provider shall ensure proper IEC in camp area about timing of camp.
- vi. 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.
- vii. 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 K.M. area periphery; so that the vehicles be easily taken to the camp site. Such schedule should have prior approval at District Health Society by the Service Provider well in advance.
- viii. Medical Mobile services shall be completely free of cost to the target population including medicines and diagnostic facilities.

2.2 Administrative Aspects

- i. Service Provider shall involve all local Panchayati 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.
- ii. Date of camp and time shall 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 shall also be made available well in advance 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 is benefitted.
- iii. Referrals should be made, based on the case, either to PHC, Community Health Centre, District Hospital or Medical College.

2.3 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 R** compiled in excel format.
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. S & T.**

3. Procurements:

- i. All procurements (if any) required for implementation of the project shall be undertaken by the Service Provider in a fair and transparent manner to ensure cost efficacy. Change of Vehicle Parts and equipments if required shall be done by Service provider with the permission of the Concerned CMHO. Ensuring the originality of parts and equipments may be replaced.
- ii. 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.
- iii. All non-consumable procurement (if made) done for installation in the MMUs/MMVs shall become assets of the project which shall have to be handed over "in perfect" and "operative conditions" to the NHM on termination/completion of the project. Proper records of such assets shall be maintained by the Service Provider in the project accounts.
- iv. 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:

- i. Implementation of the project as per terms and conditions of the agreement in the State of Rajasthan.
- ii. Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
- iii. Procurements as per para 3 of Terms of Reference.
- iv. 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. Implementation of 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 rational interests in any dealing with the contracts, sub-contracts and third parties.
- v. 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.

- vi. 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.
- vii. 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 shall 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 Labor 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 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.
- viii. Adherence to the mutually agreed time schedules.
- ix. Ensuring proper and timely monitoring of the services.
 - x. 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.
 - xi. Under any circumstances, the Service Provider shall not entrust/sublet to any one contract or mission of the NHM.
 - xii. Strict adherence to the stipulated time schedules for various activities.
 - xiii. Ensure proper service delivery as per the guidelines laid down by the NHM.
 - xiv. To ensure adequate IEC activities.
 - xv. Maintenance of all medical and non medical equipments and vehicle.

5. Responsibility of Government.

- i. District Health Society shall provide appropriate assistance in implementation of the project.
- ii. Timely settlement of claims at the agreed terms in accordance with the provisions of the agreement.
- iii. To lay down guidelines time to time for operation of the services.
- iv. Prescription of a set of quantifiable indicators financial guidelines from time to time.
- v. 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.
- vi. 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:

Date of commencement shall be the date of signing the agreement. Duration of the project shall be for 2 years from the date of commencement. This may be extended after mutual consult of both parties as per RTPP Act.2012 and RTPP Rules 2013.

7. Bid Security & Performance Security:

7.1 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/BG of scheduled bank in favor of "Rajasthan State Health Society" along with the bid.

7.2 Bid Security shall be Rs. 35,280/- per MMU per annum and Rs. 29,040/- per MMV per annum i.e. 2% of the project cost per MMU/MMV per annum.

7.3 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 Bid Security be submitted in physical form on **26.04.2018 till 6 P.M.**

7.4 The bidder whose proposal is accepted and order issued shall have to deposit Performance 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.

7.5 Bid security:-

The Bid Security may be given in the form of banker's cheque /demand draft /in Bank guarantee in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid. Scanned copy of the BG shall be uploaded with the online proposal.

7.6 Declaration of successful bidder:- The successful Bidder shall be L₁ in having lowest rate in financial proposal in a particular district applied for per MMU/MMVs.

7.7 Performance Security:-

Performance Security shall be deposited as 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 Rajasthan State Health Society, Jaipur within 15 days of the award of contract & before signing of agreement.

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

a. When any terms or conditions of the agreement are infringed.

b. When the Service Provider fails to provide the services satisfactorily.

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

8. Payment terms of the project:

Payment in 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 O**. There shall not be **any advance payment** 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 shall 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 shall be maintained by the Service Provider in the project accounts.

10. Operational Parameters and 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

Table															
SNo.	Implementation activity	Operational Parameters	Penalty in case of default												
1.	Commencement of the service withMMUs and MMVs	Within 30 days from signing of the agreement.	@ Rs 3,000/- per vehicle per day after 30 days from the signing of the agreement.												
2.	Organization of camps in a month	20 camps in a month.	In prescribed parameters the deductions shall be made from claims plus penalty @ Rs 5000/- per camp												
3.	OPD in a camp	A minimum OPD of 100 patients in a camp. 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% to 70%</td><td>Rs. 10,000/- per month</td></tr><tr><td>OPD in a month less than 70% to 60%</td><td>Rs. 15,000/- per month</td></tr><tr><td>OPD in a month less than 60% to more than 50%</td><td>Rs. 20,000/- per month</td></tr><tr><td>OPD in a month 50% or less</td><td>Rs. 25,000/- per month</td></tr></table>	Performance Criteria	Penalty	OPD is between 80% to 99.9%	Rs. 5,000/- per month	OPD in a month less than 80% to 70%	Rs. 10,000/- per month	OPD in a month less than 70% to 60%	Rs. 15,000/- per month	OPD in a month less than 60% to more than 50%	Rs. 20,000/- per month	OPD in a month 50% or less	Rs. 25,000/- per month
Performance Criteria	Penalty														
OPD is between 80% to 99.9%	Rs. 5,000/- per month														
OPD in a month less than 80% to 70%	Rs. 10,000/- per month														
OPD in a month less than 70% to 60%	Rs. 15,000/- per month														
OPD in a month less than 60% to more than 50%	Rs. 20,000/- per month														
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 shall have to be made positively.	Penalty shall be @ 1000 per person/staff per day. BUT IF DOCTOR IS ABSENT IT SHALL BE TAKEN AS "CAMP NOT HELD"
5.	Diagnostic Vehicle is not present in the camp.	It shall be taken as camp not held.	As per point no. 2
6.	Submission of daily reports (at the end of each camp a daily report is to be submitted at District level as well as State level)	One daily report missed.	Penalty shall 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 along with 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 for the scheduled time for the camp.(As per the camp plan)	The vehicles shall 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 than it shall 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 than proportionate deductions shall be affected from the claims of the service provider & deductions as in point no. 2 above.
10	If vehicles are not maintained as per the manufacturer's maintenance schedule.	Service provider shall be required to submit the bills related to maintenance of vehicles and equipments as per the maintenance schedule intimated by NHM as a proof of regular maintenance being done.	In case Service provider fails to maintain the vehicles as per the manufacturer's maintenance schedule than penalty of Rs. 5000/- per default shall be charged from the claims of service provider.

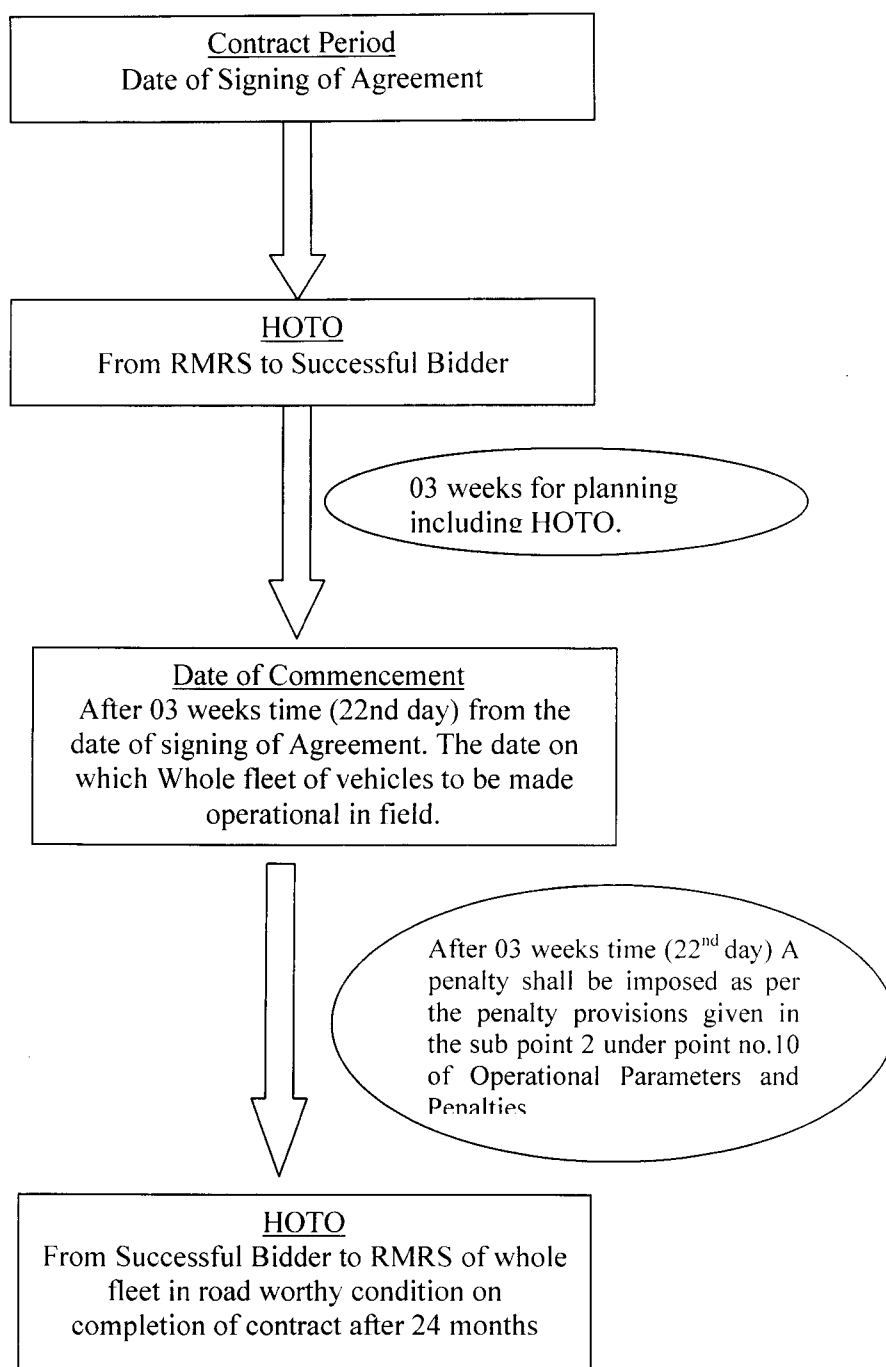
It is the duty and responsibility of the Service Provider/s to manage and ensure organizing of camps successfully and strictly as per RFP.

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

10.2 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.

Process flow from signing of Agreement to completion of contract.

Flow Chart



11 Monitoring and Evaluation:

- i. The performance shall be reviewed monthly by respective District Collector in District Health Society Meeting and quarterly by the MD, NHM.
- ii. The District Chief Medical & Health Officers shall time to time oversee the activity within their respective districts in field inspections.
- iii. The services and records of the service shall be subject to inspection by designated DHS/ officer(s) and/or Medical & Health Department.
- iv. Evaluation of performance may be undertaken on half yearly basis by an external agency to be engaged by NHM.

12 Force Majeure:

- i. 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.
- ii. 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 Suspension/Termination of the agreement:

13.1 Rajasthan State Health Society, Jaipur 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-

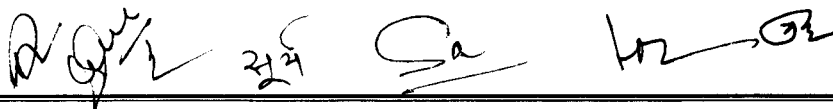
- a) Shall specify the nature of failure, and
- b) Shall request to remedy such failure within a period not exceeding 15 days after the receipt of such notice by the partner.

13.2 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 completing for or in implementation of the project.

14 Saving Clause:

In the absence of any specific provision in the agreement on any issue, the provisions of GF&AR shall be applicable along with the prevalent financial rules of Govt. of Rajasthan.

The bottom of the page contains several handwritten signatures and initials in black ink. From left to right, there is a signature that appears to be 'Raj', followed by 'सुध' (Sudh), 'Sa', and 'In-OR'.

15 Settlement of disputes:

15.1 Settlement of Disputes and Arbitration

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 and if not resolved then referred to Mission Director, National Health Mission.

15.2 Arbitration

If the parties fail to resolve their dispute even after the decision of MD, NHM within thirty days of commencement of meeting 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 shall 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 sole arbitrator to be appointed by the NHM. The Arbitrator in these disputes shall be Principal Secretary Medical & Health, GoR. 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.

16 Right to accept or reject any of the proposal:

State Health Society, Jaipur reserves the right to accept or reject any proposal and to annul the bidding 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.

17 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 N.H.M. within 15 days from the date of issue of letter of intent. 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 RTPP Act.

18 Jurisdiction of Courts:

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

Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity shall 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 subtotal, 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, work or services originally specified in the Bidding Documents 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.

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 Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Annexure A

Grievance Redressal during Procurement process

(1) Filling 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 provision of the Act or the Rules or the Guidelines issued there under, 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 on grounds on which he feels aggrieved.

Provide 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 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 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) provision limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiation;
- (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 the order appealed against. If any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (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 authorized representative.



(6) Fee for filling 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 filling 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 also be placed on the state Public Procurement Portal.

- The designation and address of the First Appellate Authority is Mission Director, NHM, Medical Directorate, Tilak Marg C-Scheme Jaipur.
- The designation and address of the Second Appellate Authority is Principal Secretary, Medical & Health. Medical Directorate, Tilak Marg C-Scheme Jaipur.

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

Appeal No.....of.....

Before the(First/Second Appellant 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 (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provision 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. Ground of appeal:

.....(Supported by an affidavit)

7. Prayer.....

Place.....

Date.....

Appellant's Signature

Annexure-B

Checklist for Submission of Proposal

Cover A Envelop

Technical part

1. Cover Letter (Annexure C)	Yes	No	Page No.
2. Proposal format for Organization (Annexure D)	Yes	No	Page No.
3. Certificate of Registration	Yes	No	Page No.
4. Audited Balance Sheets	Yes	No	Page No.
5. Experience Certificates(Annexure E)	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 L)	Yes	No	Page No.
8. All annexure A , F and L	Yes	No	Page No.

Financial part

1. Financial Part (Annexure N)	Yes	No	Page No.
---	-----	----	----------

Annexure-C

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,
Rajasthan State Health Society,
.....District

Dear Sir,

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

Please find enclosed 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 180 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)

(Authorized Representative/ Signatory)

Name of the Person.....

Designation.....

(Kindly attach the authorization letter)

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 states counter parts.		
6	Private Hospital which fulfills the required criteria		
7	Income tax registration:		
	- Under Section 12A		
	- Under Section 80 G		
	- Under Section 35 CCA		
	- Any other Section		
8	GST		

5. Bank Details:

Bank Name	Branch Name	Account No.	I.F.S.C. Code

6. Details of the Contact Person:

Name:
Designation:
Contact No:
E-mail:

7. Members Associated with the Organization:

S.No.	Name	Nationality	Occupation/ qualification	Position held in the organization	Relationship with any other office bearers (if any)	Address

Section B: Operational Background

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

S.No.	Name of the program	Period		No of outreach session per month	Details of the Program	Total Budget	Source of fund
		From	To				

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

S.No.	Name of the program	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:

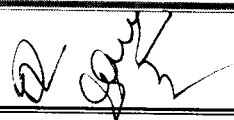
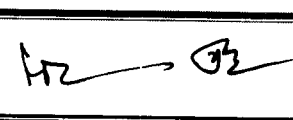
5. Copy of Order/Experience Certificates (year 2014-15,2015-16 and 2016-17)

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 (2014-15,2015-16,2016-17)
- Organizational Chart
- Legal Status of the society-Copy of Registration Certificate
- Copy of PAN/TAN Number
- Copy of Income Tax Return File of last three years (2014-15,2015-16,2016-17)
- Any other document relevant to the proposal.

Annexure- E

Format for Experience Certificate

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 F

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 shall 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, Work 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-G

FORMAT ANTI-COLLUSION CERTIFICATE

(On the letter head of the Single Entity / each Members of Consortium)

ANTI-COLLUSION CERTIFICATE

I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.

I/We further confirm that we have not offered nor shall offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this Day of201_.

Name of the Bidder

Signature of the Authorized Representative

Name of the Authorized Representative

Note:

To be executed by each member, in case of a Consortium

Annexure-H

BOARD RESOLUTION FOR BIDDING ENTITIES

Format for Lead Member

- "RESOLVED THAT approval of the Board be and is hereby granted to join the Consortium with _____, _____ and _____ (name and address of the Consortium members) for joint submission of bids to Department of Medical and Health, Government of Rajasthan for "Implementation, Operation and Maintenance of Mobile Medical Unit/Van (MMU/MMV) Services in Rajasthan" called the "Project".
- "RESOLVED FURTHER THAT the "Draft" Memorandum of Understanding ("MoU) to be entered into with the Consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved."
- "RESOLVED FURTHER THAT Mr. _____ (name), _____ (designation) be and is hereby authorized to enter into an MoU, on behalf of the company, with the Consortium members and to sign the bidding documents on behalf of the Consortium for submission of the bidding documents and execute a power of attorney in favor of the Company as Lead Member."
- Format for Members
- "RESOLVED THAT approval of the Board be and is hereby granted to join the Consortium with _____, _____ and _____ (name and address of the Consortium members) for joint submission of bids to Department of Medical and Health, Government of Rajasthan for "Implementation, Operation and Maintenance of Mobile Medical Unit/Van (MMU/MMV) Services in Rajasthan".
- "RESOLVED FURTHER THAT the "draft" Memorandum of Understanding ("MoU) to be entered into with the Consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved."
- "RESOLVED FURTHER THAT Mr. _____ (name), _____ (designation) be and is hereby authorized to enter into an MoU with the Consortium members and execute a power of attorney in favor of _____ to act as the Lead Member"

Annexure-I

POWER OF ATTORNEY

Format for Power of Attorney for Signing of Application

(On a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, We M/s.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address and PAN), duly approved by the Board of Directors in their meeting held on _____ (Copy of board resolution enclosed), who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for operationalisation of MMU/MMV services in Rajasthan including signing and submission of all documents and providing information / responses to the Department of Health & Family Welfare, GoR, representing us in all matters before Dept. Of MH&FW, GoR, and generally dealing with Dept. Of MH&FW, GoR in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 200_

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date : _____

Note:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an authorized Director of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
- iii. In case the Application is executed outside India, the Applicant has to get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.

Annexure-J

POWER OF ATTORNEY FOR LEAD MEMBER

Format for Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas the Department of Health and Family Welfare, Government of Rajasthan (GoR), has invited applications from interested parties for operationalisation of MMU/MMV services in Rajasthan.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (M/s _____ (Member (s)) (the respective names and addresses of the registered office) having formed a bidding consortium named _____ (insert name of the consortium) (hereinafter called as consortium), vide the consortium agreement dated _____ (copy enclosed) as approved by the Board of Directors of each member and having mutually agreed to appoint M/s _____ as the lead member of the said consortium, as our duly constituted lawful attorney hereinafter called the lead to do on behalf of the Consortium, all or any of the lawful acts, deeds or things as necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Department, any other Government Organization or any person, in connection with the Project until culmination of the process of bidding and thereafter in the event of the Consortium being selected as successful bidder, this Power of Attorney shall remain valid and binding and irrevocable till the Agreement period as is entered into with Department of Health and Family Welfare, Government of Rajasthan (GoR) and the Consortium.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney, pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium and shall be binding till the Agreement period on all members individually and collectively.

Dated this the _____ day of 20____
(Executants)

ANNEXURE- K

LETTER OF EXCLUSIVITY

Letter of Exclusivity

I, we, _____, hereby declare that we are/ shall not associate with any other firm/entity/consortium submitting a separate application for the Project under consideration.

Dated this the _____ day of _____ 20....

For _____
(Name, Designation and Address of the
Chief Executive Officer of the applicant)
(Lead organization in case of consortium)
Accepted

_____(Signature)
(Name, Title and Address of the Applicant/s)
Date: _____

Note: To be filled by all the Members in case of Consortium.

[Handwritten signatures and marks]

Annexure L

Declaration by the Bidder regarding Qualifications

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 administrated by a court or a judicial officer , not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing 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 qualification 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 Documents, which materially affects fair competition;

Date:

Place:

Signature of Bidder

Name:

Designation:

Address:

Annexure-M

AGREEMENT

1. An agreement made this.....day of.....between..... (Hereinafter called "the approved Second Party", which expression shall where the context so admits, be deemed to include his heirs, successors, executors, Parent and affiliate companies and administrators) of the one part and the Mission Director, National health Mission (hereinafter called "the Government" which expression shall where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the selected and approved service provider has agreed with the Government to operationalise MMU/MMV services in Rajasthan in the manner set the terms of the Request for Proposal (RFP) and Schedule of Rate appended herewith.
3. And whereas the selected and approved service provider has deposited a sum of Rs.....(Rupees.....) only in the form of as security for satisfactory performance of the Project.
4. Now these present witnesses:
5. In consideration of the payment to be made by the Government through Mission Director, National Health Mission, Rajasthan at the rate set forth in the Schedule hereto appended, the approved service provider shall duly and satisfactorily implement the project in the manner set forth in the terms of the RFP.
6. The terms of the RFP appended to this agreement shall be deemed to be taken as integral part of this agreement and are binding on the parties executing this agreement.
7. Following letters/correspondence undertaken between the parties shall also form part of this agreement-

Govt. of Rajasthan	Approved service provider

8. (a) The First Party do hereby agree that if the approved service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions, the Government shall, through Mission Director, National Health Mission, Rajasthan, pay or cause to be paid to the approved service provider at the time and in the manner set forth in the said terms.
(b) The mode of payment shall be as specified below-
 - Financing of the project shall be on reimbursement basis.
 - Claims/reimbursements are envisaged on monthly basis
 - Payments to be released on submission of monthly statements of claims by the service provider and after their approval by the appropriate authority.
9. Termination /Suspension of Agreement
 - 1) The First Party may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension –
 - 2) Shall specify the nature of failure, and

- 3) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- 4) The Government after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events (a) to (d) as enumerated below, may terminate the agreement after giving reasonable opportunity of being heard to the service provider.

(a) If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approved in writing.

(b) If the service provider becomes insolvent or bankrupt.

(c) If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days.

(d) If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

(3) In the event of premature termination of the contract by the Government on the instances, other than non-fulfillment/ non-performance of the contractual obligation by the agency, the balance remaining un-paid amount as on the day of termination shall be released within six months from the date of such termination.

In case of any default in providing the services, necessary action under the terms of this agreement may be initiated by the Government in addition to imposition of penalty / liquidated damages / difference of loss of additional cost for new contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the committee as specified in RFP document.

In witness whereof the parties hereto have set their hands on the.....day of.....2017.

Legal proceedings if any shall be subject to Jaipur (Rajasthan) jurisdiction only.

Signature of the
approved service provider,
Date:

Mission Director, NHM
Signature & Designation
Date:

Witness 1

Witness 3

Witness 2

Witness 4

Annexure N**Financial Proposal****For Implementation of Mobile Medical Services in Rajasthan.**

S. No.	Description of items	Cost/Unit/month (Indian Rupees)
1.	<u>Operationalisation of Mobile Medical Units :</u> 1. Salary & allowances of the personnel deployed 2. Recruitment & training 3. Staff insurance & others 4. Fuel 5. Comprehensive maintenance charges of ambulances 6. Vehicle comprehensive insurance (from Government agency/ Government Insurance company) 7. Uniforms 8. Conveyance & traveling 9. Repair and Maintenance of vehicles and equipments 10. All the stipulations of the RFP 11. Fitness and Pollution Certificate renewal 12. All other miscellaneous expenses inclusive of GST	Rs. ----- (Rupees ----- ----- ----- ----- ----- only)
2.	<u>Operationalisation of Mobile Medical Vans :</u> 1. Salary & allowances of the personnel deployed 2. Recruitment & training 3. Staff insurance & others 4. Fuel 5. Comprehensive maintenance charges of ambulances 6. Vehicle comprehensive insurance (from Government agency/ Government Insurance company) 7. Uniforms 8. Conveyance & traveling 9. Repair and Maintenance of vehicles and equipments 10. All the stipulations of the RFP 11. Fitness and Pollution Certificate renewal 12. All other miscellaneous expenses inclusive of GST	Rs. ----- (Rupees ----- ----- ----- ----- ----- only)

Note:-

- Cost of operationalization shall be inclusive of all the activities from point no. 1 to 12.
- Financial quote shall 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-O

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- S & T	Yes	No	Page No.
7. Photograph of Camps if required by controlling authority.	Yes	No	Page No.

Annexure- P

Districtwise Distribution of MMUs and MMVs

Sr. No.	District	Number of MMU	Number of MMV	Total
1	Alwar	3	9	12
2	Baran	2	3	5
3	Bundi	1	2	3
4	Karauli	2	3	5
5	Jaipur I	2	1	3
6	Jhalawar	2	1	3
7	Sawai Madhopur	3	1	4
Total	Rajasthan	15	20	35

Dr. Gaurav 2 25 Sa 102 32

Annexure Q**Brief of Model & Make of the vehicles and equipments of MMU&MMV**

S. No.	Equipment	Model Year/ Date of Purchase Order	Make and Vendor Name
1	Chassis (for 44 Diagnostic Vehicle MMU 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	Semi Auto Analyser	18.11.08	STATFAX-3300. M/s ARK Diagnostics Mumbai.
4	Centrifuge Machine	28.11.08	1/5 H/P Motor 220 V. M/s Akanksha Equipments, Kota.
5	Folding Scoop Stretcher	29.12.08	M/s Hospimedia International Ltd. New Delhi.
6	Binocular Microscope	25.06.09	AMT 5A. M/s Rohilla Industries Jaipur.
7	Chassis for 8 Diagnostic Vehicle. MMU	22.11.10	Tata 407. M/s Kamal Coach
8	Staff vehicle (Gama Trax)	10.07.07	M/s Force India Ltd.
9	Staff vehicle (Tata Sumo)	10.07.07	M/s Tata Motors Ltd.
10	Mobile Medical Vans.	9.02.2011	Model is Tata LP 410/34 BS III.
11	MMU (Devnarayan Yojna) 6 Vehicles	2013-14	M/s Tata Motors Ltd.

Annexure R

Date wise Format for Camp Plan to be filled in English

Sr. No.	District	Block	Base Location	Registration No of Vehicle	Type of Vehicle MMU/MMV	Name of Driver	Mobile no of Driver	Name of Doctor	Mobile No of Doctor	Date		
										1	2	3

Dr. [Signature] 22/05/2018

Annexure-S**Format for Monthly Progress Report**

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					

Note: Vehicle wise monthly report is to be submitted

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	Leprisy Cases	Blindness Cases	ANC			PNC
			Albumin	Sugar		Hb	Blood Sugar											

Note: Vehicle wise monthly report is to be submitted

Annexure- T**Format for Monthly Progress Report**

Mobile Medical Van													
Name of Service Provider.....					Name of District.....					Month.....			
Camp, Staff and patient details										Medicines Staff and equipments			
Registr ation Numbe r of MMV	Camp held against a target of 20 camps/ month /MMV	Patients Attended				No of Cases Referred				No. of Patients distribut ed the medicine	Type and number of medicin es which were short	No of camps where Staff Strength was complete	Number of camps with all proposed equipments functioning
		Male	Femal e	Chil dren	Tota l	Male	Female	Childr en	Tota l				

Note: Vehicle wise monthly report is to be submitted

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										

Note: Vehicle wise monthly report is to be submitted

21/3/2 21/3/2 21/3/2 21/3/2 21/3/2