

राजस्थान सरकार

निदेशालय चिकित्सा एवं स्वास्थ्य सेवाएँ, राजस्थान, जयपुर

क्रमांक: क्षय/Mobile van/2020/1142

दिनांक 8/10/2020

निदेशक (संवाद),
सूचना एवं जनसम्पर्क विभाग,
राजस्थान, जयपुर।

विषय:- निविदा सूचना प्रकाशित करने के क्रम में।

कृपया संलग्न निविदा सूचना राज्य से प्रकाशित सर्वाधिक प्रसार संख्या वाले एक हिन्दी के समाचार पत्र के सम्पूर्ण राज्य संस्करण में एक कॉलम 6" X 5" से.मी. साईज में प्रकाशित करने का श्रम करें।

कृपया एक से अधिक समाचार पत्र में प्रकाशित नहीं करवाया जावे।

संलग्न:- सी.डी.

सदस्य सचिव
स्टेट प्रोग्राम कमेटी (टी.बी.)
स्टेट हैल्थ सोसायटी
चिकित्सा एवं स्वास्थ्य सेवाएँ
राजस्थान, जयपुर

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

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विज्ञप्ति

राष्ट्रीय स्वास्थ्य मिशन, राजस्थान के तहत राष्ट्रीय क्षय उन्मूलन कार्यक्रम के अन्तर्गत सम्पूर्ण राज्य में क्षय रोगियों की खोज व जांच हेतु एक CBNAAT Mobile Van तथा 3 X-ray Mobile Van का संचालन निजी सेवा प्रदाताओं के माध्यम से करवाये जाने हेतु प्रस्ताव आमंत्रित किये जाते हैं।

इच्छुक सेवा प्रदाता हेतु कार्य का विस्तृत विवरण दिनांक 09.10.2020 से विभागीय वेबसाइट www.rajswasthya.nic.in तथा eproc.rajasthan.gov.in एवं sppp.rajasthan.gov.in पोर्टल पर उपलब्ध है।

निदेशक (जन स्वा.)
चिकित्सा एवं स्वास्थ्य सेवाएं
राजस्थान, जयपुर

दो सप्ताह से अधिक की खांसी टी.बी. हो सकती है। अधिक जानकारी के लिये टोल फ्री नम्बर 1800116666 या 104 पर सम्पर्क करें।

Directorate Medical & Health Services

State Program Committee (TB)

Rajasthan

Request for Proposal (RFP)

For

Operatinaliztion Of Mobile Vans

in

Rajasthan under National TB Elimination Programme (NTEP)

Last date and time for submission of Proposal: - 8 November 2020 till 11.59 PM

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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/State Program Committee (TB), 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 National Health Mission/State Program Committee (TB), 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 National Health Mission/State Program Committee (TB),, 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. National Health Mission/State Program Committee (TB), 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. National Health Mission/State Program Committee (TB), 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 "RTPP Rules 2013". 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

ANM	-	Auxiliary Nurse Midwifery
ASHA	-	Accredited Social Health Activist
AWC	-	Angan Wari Centre
AWW	-	Angan Wari Worker
BCMO	-	Block Chief Medical Officer
BOQ	-	Bill of Quantity
CMHO	-	Chief Medical & Health Officer
CHC	-	Community Health Center
DHS	-	District Health Society
DTC	-	District TB Clinic
DTO	-	District TB Officer
DMC	-	Designated Microscopy Center
CBNAAT	-	Cartridge Based Nuclear Acid Amplifier Test
GF&AR	-	General Financial And Accounts Rules.
GPS	-	Global Positioning System
IEC	-	Information Education and Communication
STS	-	Senior Treatment Supervisor
STLS	-	Senior Treatment Laboratory Supervisor
STO	-	State TB Officer
MoIC	-	Medical Officer In charge
NTEP	-	National Tuberculosis Elimination Programme
OPD	-	Out Patient Department
PAN	-	Permanent Account Number
PHC/PHI	-	Primary Health Centre/Public Health Institute
TU	-	TB Unit
RTPP Act	-	Rajasthan Transparency in Public Procurement Act 2012 & RTPP RULES 2013

Part- 1

Government of Rajasthan

State Program Committee (TB)

[Room number 13, New Building, Swasthya Bhawan Tilak Marg, C-Scheme, Jaipur]

No. NTEP/MOBILE VAN/2020-21/1110

Date: 08/10/2020

INVITATION OF REQUEST FOR PROPOSAL (RFP)

Through e-tender

Medical & Health Department, Government of Rajasthan under National Health Mission through State Program Committee (TB) intends to look for new service providers for **"Mobile Van Services" 03 X Ray mobile vans & one CBNAAT mobile van** services in all districts of Rajasthan. 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.
9/10/2020	14/10/2020 at 3.00 pm	8/11/2020	8/11/2020 till 11.59 PM	11/11/2020	Shall be informed separately to the qualified bidders

Tender Fee: - Rs. 1000/-, RISL Processing fees: - Rs. 1000/-, Earnest Money Deposit EMD/Bid Security Rs 1,44,000/- for X Ray mobile vans and Rs 36,000 for CBNAAT mobile van. If any bidder is applying for both category of vans then bidder has to submit two separate EMD. 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 **Member Secretary State Program Committee (TB) 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 State TB Cell, State Program Committee (TB), Jaipur.** Amount of Bid Security shall be as mentioned in the document. The approximate value of the RFP is Rs. 90 Lakhs for one year (Rs 18 Lakhs for CBNAAT mobile van & Rs 72 Lakhs for three X Ray mobile vans).**

Director (PH)

Rajasthan, Jaipur

Part- 2

Project Profile

Name of the Project

Mobile Van Services (03 X ray mobile vans & one CBNAAT mobile van (ACF Mobile Van)) total 4 mobile vans

Objectives

The key objectives to be achieved through this project are:

- i. To provide CBNAAT test facility of suspected TB patients in all the districts of Rajasthan through CBNAAT Mobile Van.
- ii. To provide diagnosis facility to suspected TB patients in all the districts of Rajasthan through X Ray Mobile Vans.

Project Authority

Director Public Health

State Programme Committee (TB)

Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur

Brief Description of the Project

Government of India is committed to eliminate Tuberculosis by 2025. In the wake of this National Tuberculosis Elimination Program (NTEP) is going with the aim of universal access of TB care. In this connection effective and time bound investigation of suspected TB patients has become most important. To provide these services tests of suspected TB patients these mobile vans are more helpful.

CBNAAT Mobile Van

CBNAAT mobile van (ACF Mobile Van) is fitted with GenXpert machine (CBNAAT) with laptop printer and refrigerator etc. CBNAAT test of suspected TB patients will be conducted through outreach camps in all districts, for this pre decided schedule will be prepared by concerns authorities. If required further referral can also be done.

X Ray Mobile Van

X ray Mobile Van is fitted X ray machine with CR System, microscopy facility. Outreach camps will be conducted by these vans in all districts, x ray & microscopic tests of suspected TB patients will be conducted. If required further referral can be done. Services will be provided on a pre decided location which will be finalized by department.

Common Instructions

CBNAAT Mobile Van (ACF Mobile Van) will conduct camps in all districts of Rajasthan, in a planned manner where pre decided camp location will be decided by department. CBNAAT tests will be

done through this van. While three X Ray Mobile Vans will conduct camps in planned manner at community level (one van will be allotted for 11 districts). OPD services will be provided during camps and diagnosis of TB patients will be done. If confirmation of TB is found in any patient through X Ray and/or Microscopy test then further referral of such patient will be done and information will be given to concern DTO. The route maps for each van will be planned by department. District wise allotment is as follows:

S.no	Vehicle Number	Name of Districts Allotted
1	UP 53 DT 7303	Alwar, Dausa, karoli, Bharatpur, Dholpur, Sawaimadhopur, Tonk, Bundi, Kota, Baran, Jhalawar
2	UP 53 DT 7247	Jaipur, Ajmer, Bhilwara, Chittorgarh, Pratapgarh, Banswara, Dungurpur, Udaipur, Rajsamand, Sirohi, Pali
3	UP 53 DT 7215	Sikar, Churu, Jhunjhunu, Hanumangarh, Ganganagar, Bikaner, Nagaur, Jodhpur, Jalore, , Jaisalmer, Barmer

According to geographical condition of Rajasthan district wise allotment of vans is done, if required then change in schedule or districts allotment can be done.

- The vans shall invariably be functional at least for 22 days in a month whereas minimum OPD of 30 patients should be done during each camp. Which may increase or decrease as per requirement. All maintenance and repair work for the vehicle & equipment should be undertaken on the weekly off. Expenses shall be borne by the service provider. Service provider will be responsible for keeping all documents/formalities updated like insurance, pollution certificate, road tax, road permit etc which are mandate from transport department Rajasthan.
- CBNAAT machine is under warranty of department (Central TB Division, New Delhi), for rest all equipment and machinery of all four vans service provider will be responsible to keep updated and in working condition.
- Cartridge for CBNAAT test will be provided by department rest all consumables like slides, X ray films, container, stationary etc will be arranged by service provider.
- Necessary drugs for camps will be arranged by department.
- Service provider will preserve all data in system of x ray machine & will prevent all slides.
- Target for patient's diagnosis (TB Patients) will be allotted to service provider as per incidence rate/guidelines.
- Service provider will bear cost for repair and maintenance of all equipment, machinery and vehicle.
- Nature of work described/required services may increase or decrease in future as required.
- One service provider is required for all 3 X ray mobile vans, & one service provider is required for one CBNAAT mobile van.

Type and Number of Staff

- The Service Provider must confirm to the minimum standards for staff mentioned below. The actual number of staff in each category should be decided taking into account work shifts, staff leave days, absenteeism and public holidays etc, to ensure that the Schedule of Services is not disrupted in any way.
- Each vehicle should have the following staff while rendering services:

<u>CBNAAT Van (ACF Mobile Van)</u>	<u>X Ray Van (Staff in each van required)</u>
1. Lab technician -1 2. Driver – 1 3. Helper-1	1. Medical Officer -1 (Minimum MBBS) 2. Pharmacist-1 3. Lab technician -1 4. Radiographer -1 5. Driver -1 6. Helper-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. The list of staff and their qualifications to be provided to STO prior to camp. Proper qualified staff should be deployed. If non qualified staff found during camps then penalty will be imposed on service provider.
- d) All staff should be proper qualified i.e. Doctor should be minimum M.B.B.S with affiliated university. Lab Technician & Radiographer should have degree from affiliated university. Driver should have heavy driving license from government. All staff members should be in dress details of dress is on **annexure K**.
- e) Service provider will have to arrange transportation of all staff for x ray mobile vans. In CBNAAT mobile van including driver total three members are there, arrangement for sitting/transportation is available in CBNAAT mobile van.
- f) Service provider has to make available certified copies of qualifications of all staff in office of State TB Officer (STO). These details can be verified.
- g) Details of all staff per camp should be prior available at district and state office with contact details.
- h) Pharmacist must have minimum degree of Diploma in Pharmacy from any recognized university of Government.

Responsibilities :-

S. No	Staff	Responsibilities
1	Doctor/MO	a) Effective functioning of Vans, 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..
2	Lab Technician	a) Collect samples and conduct tests as required and maintain their proper records and registers according to camp days.
3	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 and assist in all camp related operation of the unit.

4	Radiographer	Conduct tests as required and maintain their proper records and registers according to camp days.
5	Helper	Helper will assist in entire camp as per need.
6	Pharmacist	Dispensing of drugs as prescribed by doctor. Send demand for drugs to district officials; maintain proper record of drugs according to camps.

Voluntary Workers: -

The Department & Service Provider has to involve voluntary workers (such as local ASHA workers, Anganwadi Workers and NGOs etc.) to support the camps during their visits and for encouraging the community for uptake of services.

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 repairs during the Agreement period. The service Provider shall be liable to submit all repair and routine maintenance related bills at state HQ for the purpose of ascertaining that repair/maintenance is done and also be mentioned in log book also. Maintenance schedule needs to be adhered.

R.C., Fitness And Insurance:- The Registration, Fitness, Pollution, Insurance and other documents of vehicles shall be keep update by the service provider during entire Agreement period. The vehicles shall be in "**road worthy condition**" at the time of hand over to department, current condition of vehicles can be visit by bidders. Vehicles are stationed in Swasthaya Bhawan jaipur.

Part- 3

Information and Instructions to the Bidders

Eligibility Criteria:

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

SNo.	Eligibility Criteria
	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/Partnership Act.
	Experience in implementation and management of such projects/ schemes:
	Minimum three years of experience (as on 31-3-2020) in last three years of operationalisation of similar kind of activities like outreach camps, ambulance services in government sector. The 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 Annexure E Which should be verified by government medical officer.
	Financial Soundness/Stability:
	A proposal may come from entity having a minimum annual average turnover of Rs 50 lack in last three financial years (2017-18, 2018-19, 2019-20). The bidder must attach certified copy of audited accounts as supporting documents. (Annexure D) Un-audited accounts shall not be considered. Copies of ITR for these years shall also be required along with the technical proposal. UID Number should be clearly mentioned in audit report.
	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.

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 three days before Pre-Bid Conference.

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 14 October 2020 at 3.00 pm in the office of State TB officer, State TB Cell (NTEP) Room number 13, New Building, Tilak Marg, C Scheme, Swasthya Bhawan, Jaipur.

Pre bid related issues relating to the project

received in writing one day 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, department 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.

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.

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-

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 (as per category of van) in the form of Banker's Cheque/Demand Draft/ B.G in favor of " Member Secretary State Programme Committee (TB) & RISL processing fees in favor of MD-RISL payable at Jaipur.
- c) Bid security shall be 2% of the estimated value of subject matter (Rs 18 lacks for CBNAAT mobile van & Rs 72 Lacks of three X Ray mobile vans) of procurement put to bid. In case of Small Scale Industries of Rajasthan it Shall be 0.5% of the project cost 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) One service provider is required for all 3 X ray mobile vans & one service provider for one CBNAAT mobile van, Total maximum 2 bidders are required for 4 vans. .DD/Bankers Cheque of all fee should be submitted in originally hard copy in office of STO before due date. Bid security be submitted physically before due 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 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 A** for submission of proposal before submission.
- h) The service provider should ensure timely renewal of all papers/documents updated during the tenure .At the completion of tenure department shall not accept any fitness and insurance in expired condition.
- i) The vans should be stationed at nearest government health facility center with consent of DTO. Service provider will responsible for safety and security of entire van. In case of any theft/mis happening/accident only service provider shall be responsible for all liability
- j) 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.
- k) The contract period shall begin from the date of signing of agreement.

Financial Proposal to be submitted online

Bidders are required to submit the operational cost per Month including all taxes, cost of staff, operationalization & maintenance of vehicle & machinery, all consumables, stationary cost, RTO cost (RC, Insurance, Pollution, Road Tax/Permit) etc.

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

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

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

If same rates quoted by more than one bidder, in such condition preference will be given to more experienced bidder.

Validity of the Bid Proposal

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

Modification/withdrawal of the Proposal:

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

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 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 tender/RFP shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee 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 department 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.

Grievance Redressal during the RFP 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 as 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 as 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 2,500 and for second appeal shall be rupees 10,000 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 Health Secretary, Medical & Health. Medical Directorate, Tilak Marg C-Scheme Jaipur.

Part-4

Expected Outcomes:

Operational Aspects

- i. 22 camps per month shall be the target for each Van.
- ii. Target of minimum 30 patient during OPD in each camp is mandatory for x ray mobile van.
- iii. Overall operationalisation of the scheme shall be the responsibility of the service provider; it may seek support from district authorities.
- iv. The camp timings shall be minimum 6 hours at the camp site between 8 am to 7 pm excluding travel time.
- v. Area mapping for camps should be done by the DTO of concern district for preparation of camp schedule at least 15 days prior in advance. Camp schedule should be prepared keeping in view the road conditions, population size, and TB prone pockets. Such schedule should be shared with state authorities and service provider also. Which may change on reasonable request of service provider.

Administrative Aspects

- i. Service Provider shall involve all local Panchayati Raj bodies, members of the Village Health , ANM, ASHA, AWW.
- 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. CM&HO & DTO of concern district will monitor 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 condition to higher institute for further diagnosis.
- iv. Presently vehicles are not GPS enabled, if required **programme** can be monitored through GPS.
- v. Service provider shall maintain OPD Register during camps, and send number of benefitted persons in a month.

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 STO. Ensuring the originality of parts and equipments may be replaced. Replaced parts shall be submitted in STO office. Proper entries of replaced parts, tires, battery etc shall also maintain in log book.
- ii. All services shall be provided for free of cost in camps.

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. 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 department and shall all times support and safeguard the departments rational interests in any dealing with the contracts, sub-contracts and third parties.

- iv. 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.
- v. 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 department.
- vi. Recruit, train and position qualified and suitable personnel for implementation of the project at various levels. The staff shall under no circumstances 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 department by Court orders or otherwise, the Service Provider shall be fully responsible to compensate to the department for such liabilities. For realization of such damages, department may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations and from performance security, pending payments.
- vii. Adherence to the mutually agreed time schedules.
- viii. Ensuring proper and timely monitoring of the services.
- ix. To submit various reports and information within the stipulated timeframe as desired by the DTO/STO.
- x. Under any circumstances, the Service Provider shall not entrust/sublet to any one contract.
- xi. Strict adherence to the stipulated time schedules for various activities.
- xii. Ensure proper service delivery as per the guidelines laid down by the department.
- xiii. Maintenance of all medical and non medical equipments and vehicle there by as per schedule.
- xiv. The bidder shall be fully responsible for adhering to the provisions of various applicable laws including **Motor Vehicle Act, Labour Law and Minimum Wages Act**. In case the bidder fails to comply with the provisions of applicable laws and there by any financial or other liability arises on the government by court orders or otherwise, the bidder shall be fully responsible to compensate/indemnify to the government for such liabilities. For realization of such damages, government may even resort to the
- xv. provision of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations. Service provider has to comply with provisions of Labour Law, Minimum Wages Act, PF rules and ESI act, Group insurance cover (**with accidental benefit of Rs 5.00 Lacs in case of death of staff or patient**) and other labor welfare laws of land while appointment, continuation, termination during the job. These laws shall be also be complied by the service provider in case any accident/mishap/death/injury/disability occur to any of the staff.
- xvi. The bidder should not be convicted by court of law in last three years.

- xvii. The bidder should not be bank corrupted in last three years.
- xviii. The bidder shall maintain the code of integrity according to RTPP Act 2012 & Rules 2013.
- xix. The payment to staff would be made through bank account only.
- xx. After completion of the contract vehicle Hand over Taken over (HOTO) will be in road worthy condition.

Responsibility of Department.

District authorities shall provide appropriate support in implementation of the project.

- i. Prepare effective camp plan which should be shared with state officials and service provider well in advance.
- ii. 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.
- iii. 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 STO.

Commencement and duration of the project:

Date of commencement shall be the date of signing the Agreement. Duration of the project shall be for financial year 2020-2021. This may be extended after mutual consent of both parties as per RTPP Act 2012 and RTPP Rules 2013.

Bid Security & Performance Security:

The bidder shall deposit Bid Security to Member Secretary State programme Committee (TB) as per pre mentioned details (Rs 36,000 for CBNAAT mobile van & Rs 1,44,000 for three X Ray mobile vans) in form of DD/Banker's Cheque/BG of scheduled bank in favor of "Member Secretary State programme Committee (TB)" along with the bid. As per RTPP Act 2012 & Rule 2013. **If any bidder is applying for both type of vans then bidder shall submit two separate bid security.**

In the absence of the Bid Security, proposal 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 does not deposit Performance Security within specified time. Bid Security of unsuccessful bidders shall be refunded soon after final acceptance of the bid.

The bidder whose proposal is accepted and order issued shall have to deposit Performance Security; Deposit within 15 days of award of contract, of actual project cost in prescribed form. Amount of Bid Security can be adjusted into the Performance Security. Performance Security shall be 5% of the project cost (Rs 90,000 for CBNAAT mobile van & Rs 3,60,000 for X Ray mobile vans)

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 ninety days beyond the original or extended validity period of the bid. Scanned copy of the BG shall be uploaded with the online proposal.

Declaration of successful bidder:- The successful Bidder shall be L₁ in having lowest rate in financial proposal in a particular category applied for per van separately.

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 75 of performance 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 office of state TB officer swasthaya bhawan, Jaipur within 15 days of the award of contract & before signing of Agreement.

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

a. When any terms or conditions of the Agreement are infringed. During bidding process if it is found that participant bidder has submitted false information. Then such bidder shall be disqualified from bidding process and bid security/performance security shall be forfeited and black listed.

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.

Payment terms of the project:

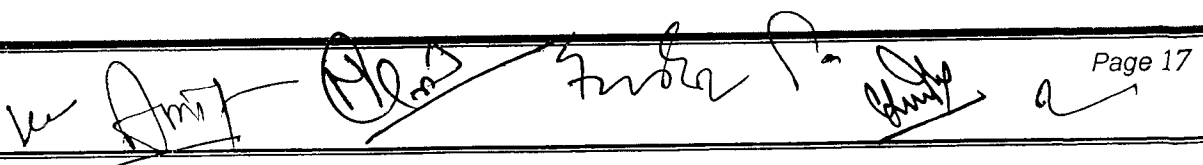
Payment in the project shall be on reimbursement basis in accordance with the provisions of the Agreement. Claims/reimbursements are envisaged on monthly basis on submission of bills/invoices (claims) by the Service Provider as per checklist in **Annexure H**. There shall not be **any advance payment**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

Investment and ownership

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

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:

 Several handwritten signatures and initials are present at the bottom of the page, including what appears to be 'V. Arora', 'R. S.', 'S. K.', and others.

Table

SNo.	Implementation activity	Operational Parameters	Penalty in case of default
1.	Commencement of the service with mobile vans.	Within 20 days from signing of the Agreement.	@ Rs 3,000/- per vehicle per day after 20 days from the signing of the Agreement.
2.	Organization of camps in a month	22 camps in a month.	Penalty shall be @ 20,000 per camp if camp not held.
3.	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 in such case penalty @ Rs 15,000/- per day will be deducted.
4.	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.
5	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 state/district authorities as per the camp schedule received at the State and district HQ.	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 deductions shall be deducted @ Rs 20,000/- per camp.
6	If any staff member not found in dress during camp.	Department shall verify	Rs 500 per member per camp if any staff member is not found in pre decided dress.

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

The camp has to be verified by MOIC of concern institute/other staff nominated of concern district. Monthly report will be submitted by service provider after proper verification by concern DTO.

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.

Monitoring and Evaluation:

- The performance shall be reviewed monthly by respective DTO & CM&HO and will submit their report to State TB officer. This will further monitor, inspect & evaluate by STO at state level.
- The services and records of the service shall be subject to inspection by designated officer(s) and/or Medical & Health Department.

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.

Suspension/Termination of the Agreement:

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

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

The department 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 15 days of receipt of notice or within such further period as the department 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 15 days: or
- d) If, in the judgment of the department, it is engaged in corrupt or fraudulent practices in completing for or in implementation of the project.
- e) If the Service Provider fails in conducting camps in whole month, if such happens continues for two months.

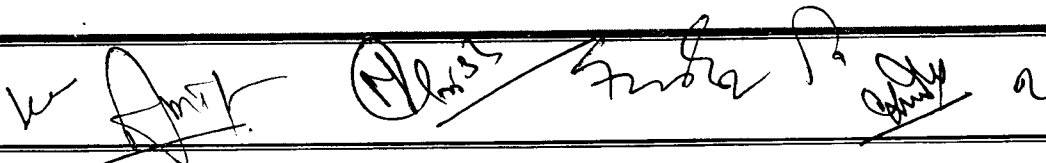
Saving Clause:

In the absence of any specific provision in the Agreement on any issue, the provisions of RTPP Act 2012 & RTPP Rule 2013 shall be applicable along with the prevalent financial rules of Govt. of Rajasthan.

Settlement of disputes:

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,

 Page 19

duties or liabilities of any party, the same shall be referred for decision initially to the Director PH and if not resolved then referred to Mission Director, National Health Mission.

Arbitration

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 department. The Arbitrator in these disputes shall be Additional Chief Secretary/Principal Health 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 department 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 department or the Service Provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

Right to accept or reject any of the proposal:

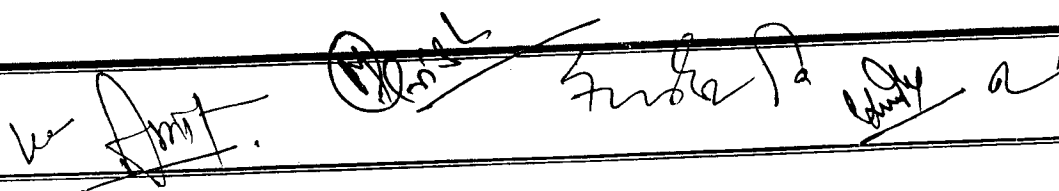
State Programme Committee TB reserves the right to accept or reject any proposal and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liabilities to the bidders. Reasons for doing so shall be recorded in writing.

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 department. 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 RTTP Act. 2012 & rules 2013

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.

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Annexure-A

Checklist for Submission of Proposal(docouments required to be submit)

Cover A Envelop

Technical part

1. Cover Letter (**Annexure B**)
2. Proposal format for Organization (**Annexure C**)
3. Turnover Certificate (**Annexure D**)
4. Certificate of Registration
5. Complete RFP document duly signature on all pages
6. Audited Accounts of last 3 Years (2017-18,2018-19,2019-20)
7. Copy of PAN/TAN Number
8. G.S.T. Number
9. Audited Balance Sheets
10. Experience Certificates(**Annexure E**)
11. Tender Fees, Processing Fees and Bid Security
12. Affidavit that the bidder has not been blacklisted
(as mentioned in eligibility criteria)
13. All **annexure**
14. Any other document relevant to the proposal

Financial part

1. Agreement (**Annexure H**)
2. Financial Proposal (**Annexure I**)

Annexure-B

Format of the Covering Letter

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

Date:

Place:

Director Public Health,
Swasthaya Bhawan Tilak Marg Jaipur,

Dear Sir,

Sub: Selection of a Bidder for implementation of the Mobile Van Services in Rajasthan under NTEP.

Please find enclosed our "Request for Proposal" (RFP) in response to the issuance of RFP for Selection of a Bidder for implementation of the Mobile Van Services in Rajasthan under NTEP. 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 department and in any subsequent corrigendum sent by department. 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 department.
- *(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. Department 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)

ke [Signature] [Signature] [Signature] [Signature] Page 23

Annexure-C

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
I.	Public Charitable Trust Act		
II.	Society under Societies Registration Act		
III.	Non-profit company under Indian Companies Act 19 56		
IV.	Registration under Foreign Contribution (Regulation) Act, 1976		
V.	Registration under MSME act or their states counter parts.		
VI.	Income tax registration:		
VII.	- Under Section 12A		
VIII.	- Under Section 80 G		
IX.	- Under Section 35 CCA		
X.	- Any other Section		
XI.	- 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:

Section B: Operational Background

1. Project/ Program related to similar activity:

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

2. Any previous association/working experience with Govt. Sector? If yes, please provide the details:.....

3. Copy of Order/Experience Certificates in last five years.....

[Handwritten signatures and text] Page 25

- Last Three Years CA Certificate. (2017-18,2018-19,2019-20) in the following Format:-

Annexure- D

CERTIFICATE (On letter head of CA)

This is to certify that I have verified the Books of Account and relevant documents of M/s.....

.....having its registered office at

District..... The total turnover as per Books of Accounts produced before me for verification is as follows:-

S.No.	Financial Year	Total Turn Over
1	2017-18	
2	2018-19	
3	2019-20	
	Average Turn Over in the last three Years.	

According to above information average annual turnover is Rs...../-

Sign and Seal of

Chartered Accountant

Date:-

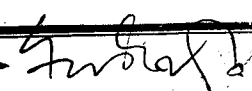
Reg. No.:-

Annexure- E

Format for Experience Certificate

The bidder should provide the experience details of services provided at each level:-

S.No.	State	District	Description of Project with period (in completed years)	No. of vehicles Operationalised	Copies of work orders enclosed (yes/no)	Any other supporting document/experience certificate enclosed (yes/no)

in Amt.    Page 27

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, Worker 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

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-H

AGREEMENT

1. An Agreement made on date 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 (hereinafter called "the department 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 Mobile van services in Rajasthan under NTEP 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 department through State Programme Committee (TB), 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. (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 State Programme Committee (TB), 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 from state level. Service provider has to submit invoices every month to State TB Officer after proper verification from DTO of concern district.Original Bill should be submitted ever month with duly verification by authorized person including required evidences like copy of OPD register, Log Book, photographs at least two for each camp, patients details, separate details of suspected/confirmed TB patients found in camps etc & any other information sought by department.
 - Payments to be released on submission of monthly statements of claims by the service provider and after their approval by the appropriate authority.
8. 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.....2020.

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

Signature of the

approved service provider,

Date:

Signature & Designation

Date:

Witness 1

Witness 3

Witness 2

Witness 4

Annexure I
Financial Proposal

For Implementation of Mobile Vans Services in Rajasthan under NTEP.

S. No.	Description of items	Cost/Unit/month (Indian Rupees)
1.	<u>Operationalisation all cost of one CBNAAT Mobile Van in entire Rajasthan together.</u>	Rs. ----- (Rupees ----- ----- only)
2.	<u>Operationalisation all cost of 3 X Ray mobile vans in entire Rajasthan together.</u>	Rs. ----- (Rupees ----- ----- only)

Note:- 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 J

Details of items and equipments available in CBNAAT mobile van

S. No	Equipment Details	Quantity
1	Split Air Conditioner	1
2	Refrigerator	1
3	CBNAAT machine with Laptop Gen set with canister	1
4	Printer	1
5	UPS	1
6	Stools	2
7	Fixed Seats	2
8	Fire Extinguisher	2
9	Dustbin	1
10	Washbasin with two water tanks	1
11	Fan	3

Details of items and equipments available in X Ray mobile van

S. No	Equipment Details	Quantity
1	Generator	1
2	Air Conditioner with remote	1
3	Inverter	1
4	Battery (inverter)	1
5	Protective lead apron	1
6	Gonads	1
7	Fire Extinguisher	2
8	Siren & public addressing system/loudspeaker/amplifier	1
9	Stool SS revolving	2
10	Patient chair steel frame fiver seat back	5
11	Fresh water tank/canes	1
12	Washbasin SS with tape	1
13	Soap dispenser	1
14	Tissue paper dispenser	1
15	Change over board	1
16	2MC board	1
17	Petrol plastic cane	1
18	Fan	1
19	Tube light 21"	2
20	False sealing light	3
21	Almirah	3
22	Cabinet storage	2
23	SS dustbin	1
24	Goggles/Gloves	1/1
25	GPS Tracker	1
26	Mobile X Ray Machine	1
27	CR system	1
28	CR Printer	1
29	Online UPS 3KVA	1
30	Monitor	1
31	Mouse	1
32	Keyboard	1
33	CPU Processor	1
34	Optical Microscope	1

Annexure K

Details of dree code of staff members

<u>S.no</u>	<u>Staff</u>	<u>Dress Code</u>
<u>1</u>	Medical Officer	White Apron
<u>2</u>	Pharmacist	White dress (Pent Shirt/Sari/Salwar Suit)
<u>3</u>	Lab Technician	White dress (Pent Shirt/Sari/Salwar Suit)
<u>4</u>	Radiographer	White dress (Pent Shirt/Sari/Salwar Suit)
<u>5</u>	Driver	Brown dress (Pent Shirt/Sari/Salwar Suit)
<u>6</u>	Helper	Brown dress (Pent Shirt/Sari/Salwar Suit)