

National Health Mission

State Health Society

Rajasthan

Request for Proposal (RFP)

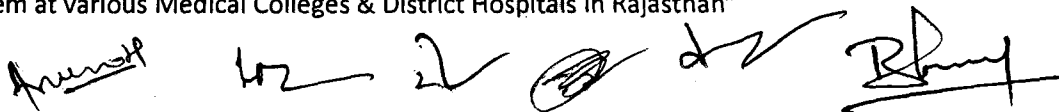
For

**“OPERATIONALIZATION AND COMPREHENSIVE
MAINTENANCE CONTRACT FOR MEDICAL GAS
PIPELINE AND SUCTION SYSTEM AT VARIOUS
MEDICAL COLLEGES & DISTRICT HOSPITALS IN
RAJASTHAN”**

Last date and time for submission of Proposal: - 10/04/2018 at 6:00 PM

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RFP for Operationalization & Comprehensive Maintenance Contract for Medical Gas Pipeline And Suction System at various Medical Colleges & District Hospitals in Rajasthan”



REQUEST FOR PROPOSAL (RFP)
FOR
OPERATIONALIZATION AND COMPREHENSIVE MAINTENANCE
CONTRACT FOR MEDICAL GAS PIPELINE AND SUCTION SYSTEM
AT VARIOUS MEDICAL COLLEGES & DISTRICT HOSPITALS IN
RAJASTHAN"

No.F38(2)NHM/RCH/MCH Wing/ RFP/2018/ 1197

Date: 8/3/18

Email Id for Correspondence: directorfw-rj@nic.in, pdmnhnm@gmail.com

Mode of Submission of RFP	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Entity	Mission Director, Rajasthan State Health Society, National Health Mission, Medical, Health & Family Welfare Department, Government of Rajasthan
Date & Time of Pre-bid meeting	16.03.2018 at 2:00 PM
Last Date & Time of Submission of Proposal ("Proposal Due Date")	10.04.2018 at 6:00 PM
Date & Time of Opening of Technical Proposal	11.04.2018 at 6:00 PM

Cost of Tender Document: Rs.5,000/- (Rupees Five Thousand Only)

e-Tender processing fee: Rs. 1,000/- (Rupees One Thousand Only)

Name of the Bidding Entity:	
Contact Person (Authorised Signatory):	
Correspondence Address:	
Mobile No.:	
Telephone No.:	
Fax No.:	
Website:	
E-mail:	

RFP for Operationalization & Comprehensive Maintenance Contract for Medical Gas Pipeline And Suction System at various Medical Colleges & District Hospitals in Rajasthan"

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ABBREVIATIONS & DEFINITIONS

Abbreviation	Definitions
Authorised Signatory	The Bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BDS	The term " BDS " used under this RFP would mean the Bidding Data Sheet
BG	Bank Guarantee
Bidder	The bidder shall mean the following: A registered sole proprietorship firm/ a company / <i>lead Partner and non-lead Partner (in case of Joint Venture) should be an entity registered in India under the Company Act, 1956 or the Companies Act, 2013/ firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered in India under the Indian Partnership Act, 1932</i> The term "Bidder" used under this RFP would apply to both a single entity as well as a Joint Venture of any of the above.
Bidding Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. For the avoidance of any doubt, it is hereby clarified that National Health Mission ("NHM") is the Procuring Entity for the purpose of this Bid Document.
BoD	Board of Directors
BS	Bid Security.
Breakdown	Any interruption in the availability of medical gases at consumption level.
Joint Venture	The term "Joint Venture" or "JV" shall mean a group of Bidders, comprising of maximum three (3) entities, coming together to implement the project in accordance with the terms and conditions of the RFP and the Joint Bidding Agreement. For the avoidance of any doubt, it is hereby clarified that no Bidder applying individually or as a Partner of a JV, as the case may be, can be a Partner of another JV.
Contract	"The Contract" means a legally enforceable agreement entered into between Mission Director, NHM and the selected bidder(s) with mutual obligations.

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Abbreviation	Definitions
Contract/ Project Period	The Contract/ Project Period shall commence from the date of signing of Contract.
Day	"Day" means a calendar day as per GoR
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Procuring entity under the Contract.
INR	Indian National Rupee
Commencement Date	"Commencement Date" means the date by which the successful Bidder shall start carrying out the Services as provided in the BDS. For avoidance of any doubt, it is hereby clarified that the Commencement Date shall be fifteen (15) days after the date the Contract becomes effective.
IT	Information Technology
ITB	Instruction to Bidders
Joint Bidding Agreement	The Joint Bidding Agreement, duly executed by the Partners of the JV, substantially in the form and format as set out in this RFP.
Lead Partner	Lead Partner of the JV who shall hold maximum stake in the JV For avoidance of any doubt, it is hereby clarified that the Lead Partner shall be that entity who is duly nominated by all as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all Partners of the Joint Venture.
LoA	Letter of Acceptance
Lol	Letter of Intent
Partner	Partner of a JV Partners of a JV cannot exceed the maximum limit of 3 (three) Partners. For the avoidance of any doubt, it is hereby clarified that the each Partner of JV shall hold minimum 26% stake in the JV at all times.
MGP Plant	Medical Gas Pipeline and Suction System
Medical Gases	Collectively for oxygen and nitrous oxide.
NIB	Notice Inviting Bid
O&M	Operation and Maintenance
PAN	Permanent Account Number
PQ	Pre-Qualification

Abbreviation	Definitions
Project	"The Project", wherever applicable, means the Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Medical Colleges & District Hospitals in Rajasthan.
PS	Performance Security.
RFP	Request for Proposal ("RFP") ("Bidding Document"),
RTPP Act/RTPP Rule	RTPP Act means Rajasthan Transparency in Public Procurement Act, 2012 RTPP Rules means Rajasthan Transparency in Public Procurement Rules, 2013
Service Provider	Successful Bidder/ Vendor/ Supplier
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
Site	"Site" or "Location" means the Medical College and/or District Hospital where Service is required by the Procuring Entity.
State Government	Government of Rajasthan.
Unit	"Unit" means a single Medical College or District Hospital for which the bidder has submitted its Bid. All 22 Medical College (2) and District Hospital (20) are collectively referred as Units.
Working Day	A working day is any day except Rajasthan Government Holidays.

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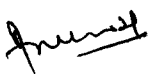
DISCLAIMER

The information contained in this Request for Proposal (RFP) Document ("**Bid Document**") or subsequently provided to the Bidders whether verbally or in documentary form by or on behalf of the National Health Mission ("**NHM**") or any of their employees, agents, representatives and / or advisors, is provided to Bidders on the terms and conditions as set out in this Bid Document and any other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is not an offer or invitation by the **NHM** or its employees, agents, representatives and / or advisors to the prospective Bidders. The purpose of this Bid Document is to provide interested parties with information to assist the formulation of their Bids pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by the **NHM** in relation to the scope of work and other requirements of the **NHM** as dealt with under the Bid Document. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require and this Bid Document does not purport to contain all the information which each Bidder may require.

This Bid Document may not be appropriate for all persons, and it is not possible for the **NHM**, their employees, agents, representatives and / or advisors to consider the investment objectives, financial / technical expertise and particular needs of each party who reads or uses this Bid Document. Certain Bidders may have a better knowledge of the proposed project than others. The assumptions, assessments, statements and information contained in this Bid Document, may not be complete, accurate, adequate or correct. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid 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 Bid Document.

The **NHM** may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid Document. The issue of this Bid Document does not imply that the **NHM** is bound to select a Bidder or to



appoint the selected Bidder, as the case may be, for the Project and the **NHM** reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

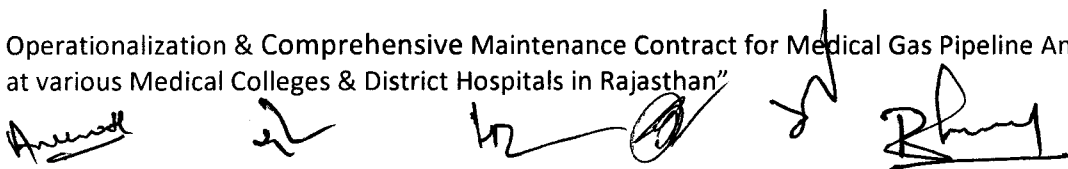
Information provided in this Bid Document to the Bidders is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory and / or legal requirements and should not be regarded as a complete or authoritative statement of law. The **NHM** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The **NHM**, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way in under the selection process contemplated under this Bid Document.

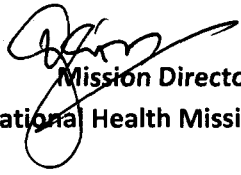
The **NHM** also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Bid Document.

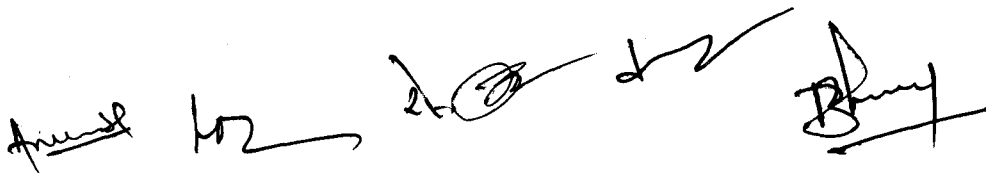
The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Bid. All payment of such costs and expenses will remain with the Bidder and the **NHM** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the selection process contemplated under this Bid Document.

The Bidder on submission of its Bid shall be deemed to have acknowledged and undertaken that based on the terms and conditions of this Bid Document, the Bidder shall independently arrive at

The bottom of the page features several handwritten signatures and initials in black ink. From left to right, there is a signature that appears to be 'Anand', followed by a stylized '2', then a signature that looks like 'h', a circled 'A', a signature that looks like 'S', and finally a large, bold signature that appears to be 'Rajiv'.

the solution, which is suitable for the requirements of the RSHS and shall recommend the same in its Bid after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this Bid Document are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with the requirements of this Bid Document, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and expressly described in this Bid Document and shall be provided by the Bidder at no additional cost whatsoever.


Mission Director,
National Health Mission



National Health Mission
Directorate of Medical, Health & Family Welfare
Swasthya Bhawan, C-Scheme, Jaipur - 302005

Ph. No. 0141-2228707, 0141-2229981 Fax No. 0141-2225827, e-mail - directorfw-rj@nic.in, pdmnhm@gmail.com

No.F38(2)NHM/RCH/MCH Wing/ RFP/2018/1197

Date: 8/3/18

INVITATION OF REQUEST FOR PROPOSAL(RFP)

Through e-tender

Medical, Health & Family Welfare Department, Government of Rajasthan under National Health Mission through the Rajasthan State Health Society ("RSHS"), invites Single Stage Two Envelopes unconditional competitive e-Bids as per the terms and conditions stipulated in the Bid Document for "OPERATIONALIZATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR MEDICAL GAS PIPELINE AND SUCTION SYSTEM AT VARIOUS MEDICAL COLLEGES & DISTRICT HOSPITALS IN RAJASTHAN ("Project")" in total Twenty Two (22) Units i.e. Two (2) Medical Colleges & Twenty (20) District Hospitals in Rajasthan. The proposal shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in ("eproc website").

1. All details related to this Notice Inviting Bid ('NIB') and the complete bidding/proposal document has been published on the website <http://eproc.rajasthan.gov.in>, or www.rajswasthya.nic.in for the purpose of downloading.
2. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 10.04.2018 must register again).
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidder can procure the same from any CCA ('Controller of Certifying Authorities') approved certifying agency, i.e. TCS, safe-crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate ('DSC') need not procure a new DSC.
4. A single-stage two envelopes selection procedure shall be adopted.
5. Bidder (or its authorized signatory) shall submit their offer online in electronic format both for technical and financial proposal. However, Demand Draft ('DD') / Banker's cheque in favour of "Rajasthan State Health Society" payable at Jaipur for Tender Fee of Rs. 5000/- and Demand Draft ('DD') / Banker's cheque in favour of Managing Director, RISL, Jaipur for RISL Processing Fee of Rs. 1000/- and Bid Security should be submitted physically at the

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- office of Procuring entity as prescribed in NIB and scanned copies of same should also be uploaded along with the technical bid envelope(s).
6. Department will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete bid well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
 7. Bidders are also advised to refer "Bidder Manual Kit" available at e-proc website for further details about the e-tendering process.
 8. Training for the bidders on the usages of e-Tendering System (e-procurement) is also being arranged by RajCOMP Info Services Ltd. ('RISL') on regular basis. Bidders interested for training may contact e-procurement cell, RISL for booking the training slot-
e-mail : eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
 9. No contractual obligation whatsoever shall arise from the RFP/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder(s).
 10. Department disclaims any factual/or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the Bidders to prepare a logical bid-proposal.

The Schedule of Bid is as follows:

Nature of the Project	"OPERATIONALIZATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR MEDICAL GAS PIPELINE AND SUCTION SYSTEM AT VARIOUS MEDICAL COLLEGES & DISTRICT HOSPITALS IN RAJASTHAN"
Cost of RFP Document (non-refundable)	Rs.5,000/- (Rupees Five Thousand only)
E-Processing Fee (non-refundable)	Rs.1000/- (Rupees One Thousand only)
Estimated Cost of Project	Total Estimated Project Cost is Rs. 23, 76, 00,000/- (Rupees Twenty Three Crores Seventy Six Lakhs only) for three (3) years.
Bid Security Amount	Bid Security Amount per Unit is Rs. 2, 16,000/- (Rupees Two Lakh Sixteen Thousand only) [2% of Total Estimated Project Cost for three (3) years].
Publishing Date and Time	08.03.2018 at 5:00 PM
RFP Document Download Start Date & Time	08.03.2018 at 5:00 PM

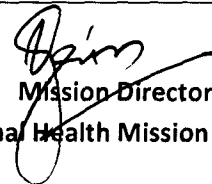
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Date, Time and Venue of Pre-bid Meeting	16.03.2018 at 2:00 PM Directorate of Medical & Health Services Rajasthan, Jaipur (Rajasthan)
RFP Submission Start Date & Time	06.04.2018 at 10:00 AM
RFP Submission End Date and Time	10.04.2018 at 6:00 PM
Submission of Demand Draft/Banker's Cheque/Bank Guarantee of RFP Document Cost and Processing Fees and Draft/Bankers Cheque/Bank Guarantee for Bid security ¹	From 06.04.2018 at 10:00 AM upto 10.04.2018 at 6:00 PM
Technical Bid opening Date and Time	11.04.2018 at 6:00 PM
Date and Time of Opening of Financial Bids	17.04.2018 at 6:00 PM Any change in the date will be intimated later to the Technically Qualified Bidders and also put up on the website : http://eproc.rajabsthan.gov.in
Website for downloading Tender Document, Corrigendum(s), Addendum(s) etc.	http://eproc.rajabsthan.gov.in
Bid Validity	180 days from the date of opening of technical bid.


 Mission Director,
 National Health Mission

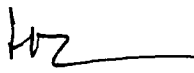
¹ Demand Draft/Bankers Cheque of RFP Bid Document Cost and Bid Security should be of Scheduled/Nationalized Bank in favour of Rajasthan State Health Society payable at Jaipur. For the processing fees, the Demand Draft/Banker Cheque should be of Scheduled Bank drawn in favour of Managing Director, RISL, Jaipur. In case any bidder fails to submit the original Demand Draft/Bankers Cheque of RFP Bid Document Cost & Processing Fees and Draft/Banker Cheque/BG for Bid Security upto 10.04.2018 at 6:00 PM, the Technical Bid of the bidder shall not be opened. All the documents are to be submitted at e-proc website.

Note : The Procuring Entity reserves the right to accept or reject any bid, and to cancel the bidding process and reject all the bids without assigning any reason, at any time prior to Contract award, without thereby incurring any liability to the bidders.

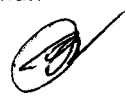
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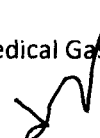
RFP for Operationalization & Comprehensive Maintenance Contract for Medical Gas Pipeline And Suction System at various Medical Colleges & District Hospitals in Rajasthan"













CHAPTER I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders ("ITB")

A. Project Profile

1. Name of the Project

"Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Medical Colleges & District Hospitals in Rajasthan"

2. Objectives

The key objectives to be achieved through this RFP are:

- 2.1 To strengthen the existing health system by providing free of cost primary & advanced medical and health services to mothers and newborns admitted in Maternal and Child Health ("MCH") Wings.
- 2.2 To endeavour for overall improvement in the health indicators of State.
- 2.3 To endeavour in achieving the goals of NHM i.e. improvement in health indicators like Maternal Mortality Rate ("MMR"), Neonatal Mortality Rate ("NMR"), Infant Mortality Rate ("IMR"), etc.
- 2.4 To prevent undue referral, thereby reducing load of higher institutions.

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 In order to provide quality maternal & child health services, separate units in form of Maternal and Child Health Wings (100 bedded & 50 bedded) have been constructed in the state in relation to Medical Colleges/District Hospital/ Satellite Hospital/ Sub-Divisional Hospital/ Community Health Centres. These units have been constructed as per criteria defined by Govt. of India thereby, strengthening basic health care infrastructure. These units have been equipped with latest equipments and Medical Gas Pipeline & Suction System.

4.2 Details of 100 bedded MCH Wings (22) -

Details of 100 bedded MCH Wings (22) in Rajasthan are enclosed at **Annexure- N**

4.3 Scope of Services of the Bidders/ Service Provider

- 4.3.1 Round the clock (i.e. 24x7) Operationalization and Comprehensive Maintenance of Medical Gas Pipeline and Suction System.
- 4.3.2 Arranging routine comprehensive maintenance of Medical Gas Pipeline and Suction System of the facility.
- 4.3.3 Regular testing, calibration, repair and maintenance of all parts of Medical Gas Pipeline and Suction System in health facility.
- 4.3.4 Facilitating in preparing equipment inventory.
- 4.3.5 Regular report generation and escalating the same to management.
- 4.3.6 Facilitate in monitoring of comprehensive maintenance of highly sophisticated parts and report to the concerned officers.

5. Comprehensive Maintenance includes:-

Including but not limited to this clause, comprehensive maintenance shall includes routine activities such as changing oil of vacuum pump twice a year/ as per requirement, greasing compressed air pump monthly/as per requirement, rectifying other leakages in the entire Medical Gas Pipeline System without any delay, etc. and also all other activities as per the requirement depending upon the functionality of the medical gas pipeline system installed at a particular Unit.

6. Staffing

6.1 Type and Number of Staff

The Service Provider must conform 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/ overall functionality is not disrupted in any way.

MCH Wing: Each Unit shall have the following staff (per shift) while rendering services:

SHIFT	Technical Person	HELPER	Supervisor
Shift 1 (8 hours)	1	1	1 (during day time and on call, as and when required later)
Shift 2 (8 hours)	1	1	
Shift 3 (8 hours)	1	1	

Note: One (1) Helper and one (1) Technical Person shall be on off day.

- 6.2 The academic qualification of Helper shall be minimum 8th pass and academic qualification of a Technical Person shall be minimum 10th/ 12th pass. Before the start of the project, training of minimum 21 days should be provided by Service Provider and the training should be duly certified by Service Provider. The overall objective is to ensure that the HR deployed by the Service Provider should have experience in the related field and the related experience of the human resource has to be certified by the Service Provider.

7. Responsibilities of Bidder/ Service Provider

- 7.1 The Medical Gas Pipeline and Suction System ("MGP plant") shall be operated round the clock in three (3) shifts through qualified/ trained staff. Adequate supervisory staff shall also be stationed to ensure proper functioning of the MGP plant. Required manpower shift-wise such as technical person, supervisor, helper etc. would be provided by the bidder. **The overall objective is to ensure 24*7 hours functioning of the MGP Plant.**
- 7.2 The Service Provider is required to maintain daily log sheet and submit the same to the Head of the Institution/Medical Superintendent/Principal Medical Officer at the end of each month, which shall be helpful in maintaining the daily record of running of the MGP plant.
- 7.3 The Service Provider shall ensure that all the operating parameters are kept within the laid down limits as per the manufacturers' instruction. The Service Provider will train his operator/staff at his own cost, in order to maintain operation/performance of the MGP Plant and to keep proper records of the services provided to a Unit.
- 7.4 Proper and efficient functioning of the MGP plant must be ensured through regular inspection by qualified engineer.
- 7.5 Empty cylinders (Oxygen and Nitrous Oxide) in adequate number as per requirement of Unit/hospital would be provided by Service Provider and re-filing of empty cylinders shall also be the responsibility of the Service Provider. At any time, at least one third number of prefilled oxygen cylinders (as per institute's assumed daily requirement/consumption) shall be kept ready as buffer stock.

Illustration- An institute's daily requirement of oxygen cylinders is 30 cylinders. Thus in a institute, minimum 40 pre-filled oxygen cylinders (30 oxygen cylinders for use & 10 oxygen cylinders as buffer stock) shall be kept ready at all times.

- 7.6 An oxygen measuring calibrated consumption meter would be provided by the Service Provider so as to measure daily oxygen consumption and also the status regarding correct refilling of oxygen cylinders would be responsibility of the technical person of the Service Provider. The calibration of the meter would be done by government Bio-medical engineer and the billing of the Service Provider would be on decided rate of oxygen and nitrous oxide consumption.

- 7.7 The Contract is for a period of three (3) years which may be extended for two (2) years more on satisfactory performance and at mutual agreement according to RTPP Rules.
- 7.8 All type of spares, accessories and consumables (medical gases i.e. Oxygen and Nitrous Oxide) should be available with the Service Provider for doing repairs of Medical Gas Pipeline and Suction System & manifold equipment.
- 7.9 All the repairs of the system involved have to be taken up within the Unit/hospital, as far as possible. The instrument/equipment will be allowed to be taken out with the written permission of competent authority i.e. Head of the Institution/Medical Superintendent/Principal Medical Officer only.
- 7.10 The Bidder should have their service station in and around the concerned district where the Unit/hospital is located so that the possible maintenance/repair of the instrument/equipment and medical gas pipeline and suction system can locally be attended immediately. In the event any maintenance/repair requires outside intervention, such maintenance/repair shall be attended within 12 hrs of its occurrence. During this time, the Service Provider have to make available alternate arrangement (facility of medical gases at user's/bed side) so as to ensure regular and uninterrupted supply of medical gases (oxygen and nitrous oxide) to the Unit/hospital.
- 7.11 The Service Provider shall take prior written approval from the Head of the Institution/ Medical Superintendent/Principal Medical Officer or its authorized representative for replacing of spare parts, if any.
- 7.12 The Service Provider shall be liable to attend breakdown calls within 01 hour, failing which a penalty of Rs.50,000/- (Rs.Fifty Thousand only) per such case may be levied. In such event the Service Provider shall be responsible to provide stand-by during intervening period and ensure uninterrupted supply of medical gases.

B. General Information

8. Scope of Bid:

- 8.1 Procuring Entity, as defined in the Bidding Data Sheet ('BDS'), invites bids for obtaining Services of, "Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Medical Colleges & District Hospitals in Rajasthan". Bids are invited for total Twenty Two (22) units i.e. Two (2) Medical Colleges & Twenty (20) District Hospitals in Rajasthan. The name and identification number of the Contract is provided in the BDS.

- 8.2 The successful Bidder will be expected to begin the performance of the Services by the Commencement Date as **provided in the BDS**.
- 8.3 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.

9. Eligible Bidders:

- 9.1 This Invitation for Bid is open to all Indian registered legal entities i.e. registered sole proprietorship firm/ a company / *lead Partner and non-lead Partner (in case of Joint Venture) should be an entity registered in India under the Companies Act, 1956 or the Companies Act, 2013/* firm registered under the Limited Liability Partnership Act, 2008 (or) a firm registered in India under the Partnership Act, 1932, *for more than three (3) years at the time of submission*
- 9.2 Legally and financially autonomous government-owned enterprises may also be eligible to participate if they are, operating under commercial law, and are not a dependent agency of the Procuring Entity.
- 9.3 Bidders should not have been declared for corrupt and fraudulent practices by any government department/ Bank/ Financial Institutions.
- 9.4 The Bidder/service provider should have appropriate license from related authority for supply of medical gases- oxygen and nitrous oxide to the unit as per provision of Section 18 (c) under Drug & Cosmetics Act, 1940 and Rules 1945.

10. Qualification of the Eligible Bidders:

- 10.1 All Bidders shall provide a preliminary description of the proposed work method and schedule, related to contract as specified in Section III, Bidding Forms of this Bid Document.

The Qualifying criteria for each Unit/hospital wherein a Bidder is applying for more than one Unit/hospital shall be independently evaluated for each such Unit/hospital; the Bidder has to qualify for each Unit/hospital separately.

- 10.2 All Bidders shall include the following information and documents with their bids otherwise stated in the BDS:

- (a) In case of a Company: certified copies of Certificate of Incorporation issued by the Registrar of Companies ('RoC'), the Memorandum & Articles of Association of the company, under the Companies Act, 1956/ 2013.

In case of a Partnership/Limited Liability Partnership (LLP): certified copies of Certificate of Registration issued by the Registrar of Firms, Partnership Deed under the Indian Partnership Act, 1932.

In case of a Limited Liability Partnership (LLP): certified copies of Certificate of Registration issued by the Registrar, Limited Liability Partnership Agreement under the Limited Liability Partnership Act, 2008.

In case of Joint Venture:- In addition to the above mentioned documents for each of the Partners of the Joint Venture, a certified true copy of the Joint Bidding Agreement, duly executed by the Partners of the Joint Venture and certified by the Authorized Signatory of the Bidder.

- (b) written power of attorney (PoA) of the authorised signatory of the Bid to commit the Bidder;
- (c) Turnover of related operations/ Services of a similar nature for the bidder should have minimum gross average annual turnover of Rupees 18, 00,000/- (Rupees Eighteen Lakhs only) during the last three (3) Financial Years (FY) taken together (2014-15, 2015-16 to 2016-17) when Bidding for a one Unit/hospital. The said minimum gross average annual turnover during the last three (3) Financial Years (FY) taken together (2014-15, 2015-16 to 2016-17) would be in multiplication of the number of units a bidder intends to Bid for.

Illustration:

1. A intends to Bid for one Unit/hospital. The minimum gross average annual turnover during the last three (3) Financial Years (FY) taken together (2014-15, 2015-16 to 2016-17) should be Rupees 18, 00,000/-.

2. A intends to Bid for five Unit/hospital. The minimum gross average annual turnover during the last three (3) Financial Years (FY) taken together (2014-15, 2015-16 to 2016-17) should be Rupees $5 \times 18, 00,000 = 90, 00,000/-$.

In case of Joint Venture, Cumulative Turnover of related operations of the Partners of the Joint Venture shall be taken while calculating minimum gross average annual turnover.

- (d) experience in Services of a similar nature and size for each of the last three (3) years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

- (e) qualifications and experience of site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as Audited Balance Sheets, Profit and Loss Account of last three years along with Chartered Accountant's (CA) Certificate with his Registration Number and Seal;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority letter to the Procuring Entity to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) An affidavit to the effect that the Bidder has not been blacklisted in the past by any of the State Governments/Procuring entity across the country or Government of India and that it will not form any coalition with the other bidder.
- (k) Copies of Income Tax Return for three (3) years (2014-15, 2015-16 to 2016-17) will also be required.
- (l) Every Bidder is supposed to submit a declaration in following annexures:-

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

Annexure B - Declaration by the bidder regarding qualifications

10.3 Bids submitted by a Joint Venture shall comply with the following requirements, unless otherwise stated in the BDS:

- (a) number of Partners in a Joint Venture shall not exceed three (3).
- (b) the Bid shall include all the information listed for each partner of the Joint Venture;
- (c) the Bid shall be signed by authorised signatory so as to be legally binding on all Partners of Joint Venture;
- (d) the Bid should include a brief description of the duties, powers, roles and responsibilities of individual Partners, particularly with reference to financial, technical and maintenance obligations;

- (e) An individual Bidder cannot at the same time be Partner of a Joint Venture applying for Bid. Further, a Partner of a particular Bidder Joint Venture cannot be Partner of any other Bidder Joint Venture applying for bid;
- (f) the Partner of the Joint Venture shall enter into a Joint Bidding Agreement, substantially in the form specified at Annexure- L (the "Joint Bidding Agreement") in Section III, Bidding Forms of this Bid Document, for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the bid, shall, interalia:
 - i. clearly outline the proposed roles and responsibilities, if any, of each Partner;
 - ii. commit the minimum equity stake to be held by each Partner shall be 26%;
 - iii. commit that the Lead Partner shall, continue to hold maximum stake in the Joint Venture;
 - iv. include a statement to the effect that all Partners of the Joint Venture shall be liable jointly and severally for all obligations of the selected Bidder under the terms and conditions of this RFP; and
 - v. clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Project, if awarded to the Joint Venture;
 - vi. Delineation of duties/responsibilities and scope of work to be undertaken by each Partner along with resources committed by each Partner of the Joint Venture for the proposed services;
 - vii. a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed joint venture agreement;
- (d) Partners of the Joint Venture shall nominate one of the Partners as the Lead Partner, who shall be in charge of the Project, authorized to incur liabilities, and receive instructions for and on behalf of any and all Partners of the Joint Venture; and the nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure – M, signed by all the other Partners of the Joint Venture.
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the Lead Partner.

10.4 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of related operations/ Services of similar nature of the amount specified in the BDS;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last three (3) years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified in the BDS;

As the project includes three components-

- (a) Human Resource deployed by the Service Provider
- (b) Operationalization and Comprehensive Maintenance
- (c) Supply of medical gases (oxygen and nitrous oxide).

Thus, the related experience in component no. (a) & (b) i.e Human Resource and Operationalization and Comprehensive Maintenance will be preferred and prime contractor should have experience of operation in such areas.

- (c) A consistent history of litigation or arbitration awards against the Applicant or any Partner of a Joint Venture may result in disqualification.

11. **Change in Ownership**

Notwithstanding anything contained in this RFP, in case of the Bidder being a Consortium, it shall ensure compliance with each of the following requirements and shall not do any act, deed, matter or deed in contravention of the following requirements, without the prior written consent of the Procuring Entity:

- (a) There shall be no change in the composition of the Consortium, post the Bid submission end date;
- (b) The Lead Partner shall continue to hold maximum stake in the Joint Venture at all times; and

In case of any contravention by the Bidder of the requirements of this Clause of the RFP, Procuring Entity shall be entitled to forfeit and appropriate the Bid Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to Procuring Entity under the RFP and/ or the Contract or otherwise.

12. One Bid per Bidder

Each Bidder shall submit only one Bid, either individually or as a Partner in a Joint Venture. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

Provided that if a bidder intends to Bid for more than one Unit/hospital, then he shall specify in his Technical and Financial Bid/Proposal the number and particulars of the Units/hospital for which the Bidder intends to Bid.

13. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

14. Site Visit

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense. Once handover would be taken by the successful Bidder, the overall technical responsibility would lie with the successful bidder.

C. Preparation of Bids

15. Clarification of Bidding Document and Pre-Bid Meeting-

- 15.1 The Bidder shall be deemed to have carefully examined the conditions of Bid Document. If any Bidder has any doubts as to the meaning of any portion of the conditions, it shall, submit applications for clarifications in the specified format as per Annexure-E to the Procuring Entity in the Pre-bid meeting. The Procuring Entity may at its sole discretion respond to any request for clarification in the pre-bid meeting and upload the clarifications on the concerned websites. If there are further queries at the time of pre-bid meeting, queries can be addressed in writing through email to directorfw-rj@nic.in and pdmhnhm@gmail.com latest by 6.00 PM on next working day. The procuring entity will respond to these queries and placed them on the concerned websites.
- 15.2 The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.

- 15.3 Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the pre-bid meeting. The addenda(s) would also be placed on the website-‘www.rajswasthya.nic.in’ and eproc.rajasthan.gov.in. Such addenda(s) will become integral part of this RFP document.
- 15.4 At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo-moto, may also amend the Bidding Document if required by issuing an addenda which will form integral part of the Bidding Document. The Bidders are advised to visit the aforementioned website on regular basis for checking necessary updates.
- 15.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 15.6 The Procuring Entity reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.
- 15.7 The representatives of the Bidder (maximum two participants/ representative from each bidder) who attend the pre – bid meeting are required to carry with them power of attorney / authorization letter / resolution of the board of directors, duly authorizing such representatives to attend the pre – bid meeting and raise the queries of the Bidder.
16. **Language of Bid**
- The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, the translation shall govern.
17. **Amendment of Bidding Document-**
- 17.1 Any addendum issued shall form integral part of the Bidding Document and shall be uploaded on the websites of State Public Procurement Portal, e-Procurement Portal and the Procuring Entity's portal for prospective bidders to download.
- 17.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the websites of State Public Procurement Portal, e-Procurement Portal and Procuring Entity's portal.

18. Documents for Technical and Financial Bid

18.1 A single stage- Two Envelops system shall be followed for the bid:

(i) Technical Bid (ii) Financial Bid

18.2 The Technical Bid submitted by the Bidder shall include the following documents:

S.No.	Document Type	Document Format
I	Covering Letter – Technical Bid	Scanned copy of Bidder's letter head duly signed by authorized signatory
Fee Details		
I	RFP bid document cost	Scanned copy of Fee Receipt / DD/Banker's Cheque.
II	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque.
III	Bid Security (in multiple number of Units for which Bid is submitted)	Scanned copy of DD/ Banker's Cheque/ Bank Guarantee ('BG').
Pre Qualification Document		
I	Technical Bid Submission Form (along with all supporting documents and information with respect to the eligibility criteria and evaluation of the proposal)	as per Annexure- D Scanned copies and Photocopies 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.
II	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Authorised Signatory can sign the bid/ Contract on behalf of the Bidder organization	as per Annexure-F
III	RFP Document	All papers duly signed and stamped along with originally filled RFP to be uploaded with page number on each page.
IV	Joint Bidding Agreement	Duly signed by all the Members of the Joint Venture as per Annexure-L

V	An affidavit to the effect that the bidder has not been blacklisted in the past by any of the State Governments/ Procuring entity across the country or Government of India and that it will not form any coalition with the other bidder.	Affidavit on a stamp paper of relevant value
Technical Documents		
I	Experience in Services of a similar nature	Documents showcasing details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.
II	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.
III	Financial Bid Submission Sheet	On Bidder's letter head duly signed by authorized signatory as per Annexure-H
Please note – <i>1. the Financial Bid undertaking needs to be submitted along with the Technical Bid. Financial bid needs to be submitted only on e-procurement website as per the Bill of Quantities ('BoQ') template.</i>		

18.3 Financial Bid shall include the following documents:

1	Financial Bid	As per Annexure-I (As per BoQ (.XLS) format available on e-Procurement portal)
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18.4 The Bidder should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the bid proposal submitted by the Bidder.

18.5 Hence, Bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.

19. Bid Validity

19.1 Bids shall remain valid for the period **specified in the BDS.**

19.2 In exceptional circumstances, prior to the expiration of the bid validity period the Procuring Entity may request the bidders to extend the period of bid validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension.

20 Bid Security

20.1 The Bidder shall deposit, as part of the Bid, a Bid Security in original form and currency, as specified in the BDS.

20.2 The Bid Security shall be:

- (a) be in multiples of the number of Units; bidder is submitting proposal for. At minimum bidders shall submit proposal for one Unit however; they can apply for more than one Unit.

Note: Bid Security shall be Rs. 2, 16,000/- per Unit i.e. 2% of the Project Cost.

- (b) at the Bidder's option, be in the form of Bank Demand Draft/ Banker's Cheque/ Bank Guarantee issued by a Scheduled /Nationalized Bank of India; in favour of "Rajasthan State Health Society" along with the bid.
- (c) any Bid not accompanied by Bid Security, shall be liable to be rejected.
- (d) be substantially in accordance with one of the forms of Bid Security included in Section III, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
- (e) Bid Security of a Bidder lying with the Procuring Entity in respect to other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited;
- (f) remain valid for a period of thirty (30) days beyond the validity period of the bids, or as extended, if applicable.

- 20.3 The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract and submitting Performance Security by successful Bidder.
- 20.4 The Bid Security taken from a Bidder shall be forfeited in following cases, namely:
- (a) if a Bidder withdraws or modifies its bid during the period of bid validity specified by the Bidder on the Bid Submission Form; or
 - (b) if the successful Bidder fails to:
 - (i) execute the Contract in accordance with terms & conditions laid down in this RFP Bidding document within the specified time after issue of Letter of Award ('LoA'); or;
 - (ii) furnish a Performance Security in the specified time period after the Letter of Award is issued; or
 - (iii) if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders as specified in the RTPP Act, Chapter VI of the Rajasthan Transparency in Public Procurement Rules, 2013('RTPP Rules');
- 20.5 In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded, provided that the successful Bidder has furnished the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.
- 20.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future Partners as named in the Letter of Intent to constitute the JV.
21. **Withdrawal/ Modification of Bids**
No Bid shall be withdrawn, substituted or modified after the last date and time fixed for receipt of bids.
22. **Format and Signing of Bid**
- 22.1 The Bid Forms/Templates/Annexures etc., wherever applicable, shall be typed or written in indelible ink and shall be signed digitally by person duly authorized to sign. The Bid Forms/Templates/Annexures etc., wherever applicable, should be uploaded on the eproc website in respective file format. As token of acceptance of all the terms and conditions of the Bidding Document, This authorization shall consist of a written Letter of Authorization from the authorized person, accompanied with a Board Resolution, in case of a company/POA.

- 22.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the person signing the Bid.
- 22.3 The bid should be duly signed (digitally) by authorised signatory.
- 22.4 Bidders must submit their bids online at e-proc portal. Bids received by any other means shall not be accepted.
- 22.5 If bids are not submitted as per the details mentioned in this Bidding Document and e-proc website, the Procuring Entity shall reject the bid.

D. Submission of Bids

23. Submission of Bids

Bids shall be submitted electronically in two parts i.e. Technical Proposal and Financial Proposal on the website <http://eproc.rajasthan.gov.in> up to the time and date specified in the NIB or an extension issued thereof.

24. Deadline for Submission of Bids

The Procuring Entity may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline will then be subject to the new deadline.

25. Additional information for Submission of Bids

- 25.1 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.
- 25.2 Strict adherence to formats, wherever specified, is required.
- 25.3 All communication and information should be provided in writing.
- 25.4 No change in/or supplementary information shall be accepted once the RFP is submitted. However, Procuring Entity 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 Procuring Entity may be a ground for rejecting the RFP.

- 25.5 The RFP shall be evaluated as per the criteria specified in this RFP and the broad framework of the evaluation parameters as stated in the RFP.
- 25.6 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.
- 25.7 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.
- 25.8 If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, then the RFP will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee constituted under the Chairmanship of MD, NHM, if satisfied.
- 25.9 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.

E. Bid Opening and Evaluation

26. Bid Opening and Evaluation

- 26.1 The designated Procurement Committee constituted under **Rajasthan State Health Society** will perform the bid opening and evaluate the bids/proposals which is a critical event in the bidding process.
- 26.2 The Procuring Entity shall conduct the bid opening and evaluation on the date and time specified in the Bidding Document.
- 26.3 All the bids received up to the specified time and date at office of Mission Director, NHM will be considered for evaluation.
- 26.4 To facilitate evaluation, Rajasthan State Health Society, at its sole discretion, seek clarification in writing from any bidder.
- 26.5 the Bidders may also view the bid opening status/ process online at e-Proc website.

27 Disqualification

Procuring Entity may at its sole discretion and at any time during the processing of bids, disqualify any Bidder/ Bid from the bid process if the Bidder:

- 27.1 Has not submitted the Bid in accordance with the Bidding Document.
- 27.2 Has submitted Bid without submitting the prescribed Cost of Bid Document, RISL Processing Fee, Bid Security or the Bidder's authorization certificate/ Power of Attorney.
- 27.3 Has imposed other conditions in his Bid.
- 27.4 During validity of the Bid or its extended period, if any, increases his quoted Bid Amount.
- 27.5 Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 27.6 Has failed to provide clarifications related thereto, when sought.
- 27.7 Has submitted more than one Bid. This will cause disqualification of all bids submitted by such Bidders including forfeiture of the Bid Security.
- 27.8 Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

28 Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 28.2 Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act / Rules.
- 28.3 Notwithstanding above clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.

- 28.4 In addition to the restrictions specified the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
- 29 **Conflict of Interest**
- 29.1 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:
- 29.2 A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:
- 29.2.1 It has have controlling partners/ shareholders/members in common; or
- 29.2.2 It will receive or have/ has received any direct or indirect subsidy from any of them; or
- 29.2.3 It have/ has the same legal representative for purposes of this Bid; or
- 29.2.4 The Bidders 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 this bidding process; or
- 29.2.5 the Bidder participates in more than one Bid in this bidding process. However, this does not limit bidder from participating in bidding for multiple Units through one bid; or
- 29.2.6 the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
- 29.2.7 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.
- 29.3 **Breach of Code of Integrity by the Bidder:** Without prejudice to the provisions of RTPP Act/Rules, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of RTPP Act/Rules.

F. Award of Contract

30. Award Criteria

The Procuring Entity will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price (L-1), provided that such Bidder has been determined to be (a) eligible, and (b) qualified in accordance with the provisions of this Bid Document.

31. Procuring Entity's Right to accept any Bid and to reject any or all Bids

The Procuring Entity reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity's action.

32. Notification of Award and Signing of Contract Agreement

- 32.1 In the written intimation of acceptance of its Bid, sent to the successful Bidder, it shall also be asked to execute Contract in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security, as applicable, within a period of fifteen (15) days from the date on which the Letter of Acceptance ("LOA") is dispatched/communicated to the Bidder. Until a formal contract is executed, LOA shall constitute a binding Contract.
- 32.2 The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the Contract with the successful Bidder is signed and his Performance Security is obtained.
- 32.3 The Contract, in the form provided in the **bidding documents**, will incorporate all agreements between the Procuring Entity and the successful Bidder.
- 32.4 If the Bidder, whose Bid has been accepted, fails to sign a written Contract or fails to furnish the required Performance Security, as the case may be, within the specified time period, the Procuring Entity shall take action against the successful Bidder as per the provisions of the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance on the rates of lowest Bidder to the next lowest responsive Bidder.

33. Performance Security

- 33.1 The successful Bidders shall have to deposit Performance Security in original form amounting to Rs 5,40,000/- (Rupees Five Lakhs Forty Thousand) (in multiples of Units a bidder is selected for) in one of the forms as mentioned below in Sub-clause 33.4 of ITB.
- 33.2 The amount of Performance Security shall be deposited with fifteen (15) days of issuance of Letter of Acceptance/ award of Contract. Amount of Bid Security can be adjusted into the Performance Security. Performance Security shall be five percent (5%) of the total project cost per Unit.
- 33.3 The currency of Performance Security shall be Indian National Rupees (INR).
- 33.4 Performance Security shall be furnished in one of the following forms:
- 33.4.1 Bank Draft/Banker's Cheque/Bank Guarantee of a Scheduled/Nationalized Bank in India drawn in favour of Rajasthan State Health Society, payable at Jaipur. It shall be verified from the issuing bank with the banks undertaking of making the payment to the Procuring Entity without the consent of the Bidder.
- The validity of the Bank Guarantee shall be for six (6) months beyond the stipulated time of completion of the entire Contract. The validity of the Bank Guarantee would be extended for the required period on request by the Procuring Entity. Or,
- 33.4.2 Fixed Deposit Receipt (FDR) of a Scheduled/Nationalized Bank drawn in the name of the Rajasthan State Health Society on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand of the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 33.5 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the specified time period shall constitute sufficient grounds for cancellation/ annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to then next lowest evaluated Bidder at the rate so the lowest bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- 33.6 Forfeiture of Performance Security: The amount of Performance Security is for due performance of the contract. It can be forfeited in full or part may be forfeited in the following cases.

- 33.6.1 when the Bidder does not execute the Contract in accordance with Clause' Signing of Contract Agreement' within the specified time period; after issue of letter of Acceptance (LoA); or
- 33.6.2 when the Bidder fails to commence the Services as per LoA/ Contract within the time specified; or
- 33.6.3 when Bidder fails to commence or complete the services satisfactorily within the time specified; or
- 33.6.4 when any terms and conditions of the Contract is breached; or
- 33.6.5 if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the RTPP Act/Rules.
- 33.7 Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
34. **Reservation of Rights:**
- To take care of unexpected circumstances, Procuring Entity reserves the rights for the following:
- 34.1 Extend the closing date for submission of the Bid proposals.
- 34.2 Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective Bidders and on the respective websites as mentioned in NIB.
- 34.3 Allow a Bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of Financial Bids.
- 34.4 Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of Bid proposals.
- 34.5 Seek the advice of external consultants to assist Procuring Entity in the evaluation or review of proposals.
- 34.6 Make enquiries of any person, company or organization to ascertain information regarding the Bidder and its proposal.
- 34.7 Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any Copyright or other Intellectual Property Right that may subsist in the proposal.

35. Code of Integrity:

Any person participating in the procurement process shall-

- 35.1 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;
- 35.2 not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 35.3 not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- 35.5 not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- 35.6 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;
- 35.7 not obstruct any investigation or audit of a procurement process;
- 35.8 disclose conflict of interest, if any; and
- 35.9 Disclose any previous transgressions with any Entity in India or any other country during the last three (3) years or any debarment by any other Procuring Entity.

36. Grievance handling during procurement process

Grievance handling during procurement process- Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the RFP Bid Document in **Annexure-K**.

Section II. Bidding Data Sheet

Instructions to Bidders

B. General

The Procuring Entity is ' National Health Mission through the Rajasthan State Health Society ("RSHS"), Medical, Health & Family Welfare Department, Government of Rajasthan. '

The name and identification number of the Contract is: "Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Medical Colleges & District Hospitals in Rajasthan "

No.F38(2)NHM/RCH/MCH Wing/ RFP/2018/ 1197

Date: 8/3/18

Total Estimated Project Cost:- Rs.23, 76, 00,000/-

(Rupees Twenty Three Crores Seventy Six Lakhs only)

The Commencement Date is – Fifteen (15) days after the date the Contract becomes effective.

The Borrower is Govt. of Rajasthan

Turnover of related operations/ Services of a similar nature for the bidder should have minimum gross average annual turnover of Rupees 18, 00,000/- (Rupees Eighteen Lakhs only) during the last three (3) Financial Years (FY) taken together (2014-15, 2015-16 to 2016-17) when Bidding for a one Unit/hospital. The said minimum gross average annual turnover during the last three (3) Financial Years (FY) taken together (2014-15, 2015-16 to 2016-17) would be in multiplication of the number of units a bidder intends to Bid for.

The experience in Services of a similar nature required to be demonstrated by the Bidder during the last three (3) years should include a minimum that he has executed the following:

- Demonstrated Experience in "Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Govt. hospitals / other prime institutions.
- The bidder has successfully completed at least one contract with the amount of Rs. [18,00,000/- (Rupees Eighteen Lakhs only) of the related operations/ Services of a similar nature during any of the preceding three (3) years, if bidding for one Unit/hospital. A bidder would be qualified for units as per the overall contract value of previous operations. The related experience of operation and maintenance in government hospital/unit only, will be taken into consideration.
- The same would be in multiplication of the number of Units a bidder intends to Bid for.
- Qualified and trained staff having experience especially in medical equipment maintenance and management

The essential equipment to be made available for the Contract by the successful Bidder/Service Provider shall be:

Tools for repair, testing, simulators, calibrators, machinery for " Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Govt. Hospitals" and mobile maintenance van, office stationeries etc

C. Preparation of Bids

Language of the bid: English

The additional materials required to be completed and submitted are –

- Past performance statement of the Bidder
- Clients certificate in support of the satisfactory past performance of the Bidder.

The period of Bid validity shall be 180 days from the date of technical bid opening.

Bid shall include a Bid Security in original form and in the form of Bank Demand Draft/ Banker's Cheque/ Bank Guarantee of a Scheduled /Nationalized Bank of India.

The amount of Bid Security shall be in Indian National Rupees (INR)

The deadline for submission of bids shall be-

From 06.04.2018 at 10:00 AM

upto 10.04.2018 at 6:00 PM

E. Bid Opening and Evaluation

Technical Bid shall be opened on 11.04.2018 at 6:00 PM at the office of Directorate of Medical & Health Services Rajasthan, Jaipur.

Financial Bid shall be opened on 17.04.2018 at 6:00 PM at the office of Directorate of Medical & Health Services Rajasthan, Jaipur.

F. Award of Contract

Performance Security shall be submitted within fifteen (15) days after receipt of the Letter of Acceptance.

The amount of Performance Security shall be five percent (5%) of the total estimated project cost. The currency of Performance Security shall be Indian National Rupees (INR).

Section III. Bidding Forms

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

Doc1

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

Doc1

Annexure- C
Format of the Covering Letter

{The covering letter is to be submitted by the Bidder on firm/company's letter head as a part of the RFP}

Date:

Place:

The Mission Director,
National Health Mission,
Rajasthan State Health Society,
Jaipur(Rajasthan).

Dear Sir,

Sub: Selection of a Bidder for "Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at Various Medical Colleges & District Hospitals 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 "Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at Various Medical Colleges & District Hospitals in Rajasthan".. We hereby confirm the following:

1. The RFP is being submitted by *(Name of the Bidder)* in accordance with the conditions stipulated in the RFP/RFP Documents.
2. 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.
3. *(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.

4. 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)

(Authorised Representative/ Signatory)

Name of the Person.....

Designation.....

(Kindly attach the authorization letter)

ANNEXURE - D
TECHNICAL BID SUBMISSION FORM/EXPERIENCE CERTIFICATE/AFFILIATION
CERTIFICATE

{To be filled by the Bidder}

i. **Addressed to:**

a.	Name of the procuring Entity	Mission Director, National Health Mission, Rajasthan State Health Society ("RSHS"), Medical, Health & Family Welfare Department.
b.	Address	As mentioned in Ref.....
c.	Telephone	As mentioned in Ref.....
d.	Telephone/Fax	As mentioned in Ref.....
e.	e-Mail	As mentioned in _____ (clearly mention the NIB no. in the subject of the mail)

ii. **Reference No.:** **Dated** _____

iii. **Other related details:** - (in case of Joint Venture, the details of each Partner of the Joint venture have to be separately provided to RSHS)

1.	Name of Tenderer /Bidder	
2.	Name & Designation of Authorized Signatory	
3.	Registered Office Address	
	Telephone Nos. / Mobile	
	Fax:	
	Email:	
	Website:	
4.	Rajasthan Centre Address (if Any)	
	Phone No.:	
	Contact Person:	
5.	Jaipur Centre Address (if Any)	
	Phone No.:	
	Contact Person:	
6.	Year of Establishment	
7.	Nature of Legal Entity	
8.	Previous Experience	
9.	Any other details in support of your offer	

- iv. Annual Turnover during last three years (as stated in the eligibility criteria, attach proof at page no _____):(in case of Joint Venture, the details of each Partner of the Joint Venture have to be separately provided to RSHS)

Financial year	Total Turnover (Rs. In crores)	Audited Accounts submitted? (yes/ no)
2014-15		
2015-16		
2016-17		
Minimum Gross Average Turnover		

- v. Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three (3) years Also list details of work under way or committed, including expected completion date:-

(Note : Submit Original Documents(s) to the Procurement Committee at the time of evaluation of technical bids) (in case of Joint Venture, the details of each Partner of the Joint Venture have to be separately provided to RSHS)

S.No	Project Name	Name of employer and contact person	Type of Services provided and year of completion	Value of Contract
1				
2				
3				

- vi. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

S.No	Position	Name	Years of Experience	Years of Experience in proposed position.
1				
2				
3				

- vii. Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.
- viii. Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

S.N.	Other Party(ies)	Case of Dispute	Details of litigation/ award/ judgement	Amount Involved/Disputed
1				
2				
3				
4				

- ix. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements
- x. The Cost of Tender amounting to Rs. 5000/- (Rupees Five Thousand Only) has been deposited vide cash receipt / DD/ Banker's cheque no. _____ dated _____ in favour of the Rajasthan State Health Society, payable at Jaipur.
- xi. The processing fees amounting to Rs. 1,000/- (Rupees One Thousand) has been deposited vide DD/ Banker's cheque no. _____ dated _____ in favour of Managing Director, RISL, Jaipur payable at Jaipur.
- xii. I/We have applied for this tender and following documents are attached towards the proof of Bid Security in favour of Rajasthan State Health Society, payable at Jaipur. I/we also fulfil the eligibility criteria with respect to multiple Units as mentioned in this tender document:

SNo	BID Security (in Rs.)	DD/ Banker's Cheque/ Bank Guarantee	No. with date
1.			

- xiii. The rate for the [Unit maintenance] as prescribed has been mentioned separately in the Financial Bid.
- xiv. The amounts quoted are applicable up to 90 days from the date of opening of Technical Bid of tender document. This validity can be extended with mutual agreement.

- xv. The Permanent Account Number (PAN) issued by Income Tax Department _____ has been submitted.
- xvi. I / We agree to abide by all the terms and conditions mentioned in this form issued by the Procuring Entity and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).
- xvii. I/ We acknowledge that the Procuring Entity will be relying on the information provided in the Bid and the documents accompanying the Bid for our selection, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are original or true copies of their respective originals.
- xviii. I/ We shall make available to the Procuring Entity any additional information it may find necessary or require to supplement or authenticate the Bid.
- xix. I/ We acknowledge the right of the Procuring Entity to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- xx. I/ We certify that in the last three years, we/ any of the Joint Venture Partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- xxi. I/ We declare that:
- (a) I/ We have examined and have no reservations to the RFP, including any addendum issued by the Procuring Entity; and
 - (b) I/ We do not have any conflict of interest in accordance with the terms and conditions of the RFP document.
- xxii. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the project, without incurring any liability to the Bidders, in accordance with the terms and conditions of the RFP document.
- xxiii. I/ We declare that we/ any Partners of the Joint Venture are not a Member of a/ any other Joint Venture submitting a Bid for the project under the terms and conditions of the RFP.
- xxiv. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Procuring Entity of the same immediately.

- xxv. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Procuring Entity in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the project and the terms and implementation thereof.
- xxvi. In the event of my/ our being declared as the selected Bidder, I/we agree to enter into an Contract in accordance with the draft that has been provided to me/us prior to the Bid Submission Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- xxvii. I/ We have studied all the bidding documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Procuring Entity or in respect of any matter arising out of or relating to the bidding process including the award of contract.
- xxviii. I/ We agree and understand that the Bid is subject to the provisions of the bidding documents. In no case, I/we shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our Bid is not opened or rejected.
- xxix. The price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Contract, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the total estimated project cost and implementation of the project.
- xxx. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

{In case of a Joint Venture:

- (a) The information to be provided under this form, should be provided for all the Partners of the Joint Venture in case the Bidder is a Joint Venture.
- (b) A copy of the Joint Bidding Agreement, in the form and format as provided in **Annexure – L** should be attached to the application.
- (c) Information regarding the role of each Partner should be provided as per table below:

Sl.	Name of Partner	Role	Percentage of stake in the Joint Venture
1.			
2.			
3.			
4.			

- (d) The following information shall also be provided for each Partner of the Joint Venture:

Name of Applicant/ Partner of Joint Venture:

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Joint Venture been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		

}²

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

Note: The Bidder is required to provide supporting documents including the certificate of registration as per applicable laws in accordance with the terms and conditions of the RFP.

² To be provided in case of the Bidder being a Consortium in accordance with the terms and conditions of the RFP.

ANNEXURE-: E
PRE-BID QUERIES FORMAT
{to be filled by the bidder}

NIB No:

Dated

Name of the Legal Entity: _____

Name of Person(s) Representing the Legal Entity:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Legal Entity Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

ANNEXURE- F
POWER OF ATTORNEY FOR SIGNING OF BID

KNOW ALL MEN BY THESE PRESENTS, We..... (name and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is (presently employed with us/ the Lead Member of our Joint Venture and holding the position of), as our true and lawful attorney (hereinafter referred to as the **"Attorney"**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application in accordance with the terms and conditions of the Request for Proposal/ NIB bearing reference No. _____ floated by the Rajasthan State health Society (**"Authority"**) titled **"Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Medical Colleges & District Hospitals in Rajasthan"**, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in the bidding / selection process and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said project and/ or upon award thereof to us and/or till the entering into of the Contract.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2.....

For

(Signature)

(Name, Title and Address)

(Signature, name and designation of the authorised signatory)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter / constitutional documents and other authorizations as may be required in accordance with all applicable laws, in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

ANNEXURE -: G
BIDDER SELF DECLARATION
{To be filled by the Bidder}

To,

{Procuring Entity}, _____,

In response to the Ref. No. _____ dated _____ for

{Project Title}, as an Owner/Lead Partner of Joint Venture Partner /Director/Authorised Signatory of

_____, I/ We hereby declare that presently our Firm/Company/Joint

Venture at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) 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;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT;
- d) does not have any previous transgressions with any entity in India or any other country during the last three (3) years;
- e) does not have any debarment by any other procuring entity;
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a Conflict of Interest as mentioned in the bidding document which materially affects the fair competition;
- i) will comply with the Code of Integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of all applicable laws, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder / Lead Partner of Joint Venture:

Authorised Signatory:

Seal of the Organization:

Date: _____

Place: _____

ANNEXURE- H
FINANCIAL BID SUBMISSION SHEET
{On Bidders letterhead in Technical Bid}

To,

{Procuring Entity}, _____,

Reference No. : _____ Dated: _____

Dear Sir,

We, the undersigned Bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said Bidding Document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the Financial Bid (BoQ).

I / We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

I/ We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Security as prescribed in the Bidding Document.

I / We agree to abide by this Bid for a period of 180 days after the last date fixed for Bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of LoA shall constitute a binding Contract between us.

I/ We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We agree to all the terms & conditions as mentioned in the Bidding Document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE –I
FINANCIAL BID PROPOSAL

For Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Medical Colleges & District Hospitals in Rajasthan”,

S.No.	District	Level of Facility	Estimated Rate in Rupees			Total Amount per month (Inclusive of all taxes)
			Salary & Allowances of the personnel deployed (Human Resource)- per month	Consumables (Medical Gases- Oxygen and Nitrous Oxide) - Please mention separately as per specified	Comprehensive Maintenance of Medical Gas Pipeline and Suction System- per month	
				Oxygen (per 100 Ltr.)	Nitrous Oxide (02 Cylinders)	
1.	Ajmer (Beawar)	DH				
2.	Alwar	DH				
3.	Banswara	DH				
4.	Baran	DH				
5.	Barmer	DH				
6.	Bharatpur	DH				
7.	Bhilwara	DH				
8.	Bundi	DH				
9.	Chittorgarh	DH				
10.	Churu	DH				
11.	Dausa	DH				
12.	Dholpur	DH				
13.	Dungarpur	DH				
14.	Jaipur	Med. College				
15.	Karauli	DH				
16.	Nagaur	DH				
17.	Pali	DH				
18.	Pratapgarh	DH				
19.	Sawai Madhopur	DH				
20.	Sikar	DH				
21.	Tonk	DH				
22.	Udaipur	Med. College				

Note:-

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

Place:

Date:

Authorised Signatory

ANNEXURE- J

BID SECURITY FORMAT

{To be submitted by the Bidder's bank}

BANK GUARANTEE FORMAT

(To be stamped in accordance with Indian Stamp Act, 1899 and to be issued by a Nationalised/
Scheduled bank having its branch in Rajasthan and payable at par)

To,

{Procuring Entity},

1. In accordance with your Notice Inviting Bid ('NIB') for <please specify the project title> vide NIB reference no. <please specify> M/s. (Name & full address of the firm) (herein after called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the Bidding Document.

It is a condition in the Bidding Document that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by Rajasthan State Health Society, Department of Medical Health & family Welfare, Jaipur, Rajasthan (hereinafter referred to as "Department") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at <please specify> irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs.

_____ (Rupees <in words>)> to the Department as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970.

(delete, if not applicable) and branch office at..... (hereinafter referred to as the "Guarantor") do hereby undertake and agree to pay forthwith on demand in writing by the Department of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid Bank, further agree that the Department shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses

caused to or suffered by or that may be caused to or suffered by the Department on account thereof to the extent of the earnest money required to be deposited by the Bidder in respect of the said Bidding Document and the decision of the Department that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Department shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Department and it is further declared that it shall not be necessary for the Department to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Department may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of Forty Eight (48) hours when the same has been posted.
6. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of our constituent under intimation to you.
7. The right of the Department to recover the said amount of <Rs. _____
(Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this Guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our Guarantee shall remain in force till Bid validity period i.e. <please specify> days from the last date of Bid submission and unless a demand or claim under the Guarantee is made on us in writing within three (3) months after the Bid validity date, all your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This Guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this Guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our Bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this Guarantee under the Power of Attorney issued by the Bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee ('BG') shall fulfill the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two (2) persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the Power Of Attorney No. and date of execution in his/her favour authorizing him/her to sign the document. The Power of Attorney to be witnessed by two (2) persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within six (6) months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by Department
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and Bidder name, directly to the Purchaser at the following address:

ANNEXURE- K
Memorandum of Appeal and Procedure of Appeal

FORM No. 1 [See Rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
('RTPP Act')

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

.....

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

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

6. Grounds of appeal:

.....
(Supported by an affidavit)

Prayer:

Place

Date

Appellant's Signature

Procedure of Appeals

The designation and address of the First Appellate Authority is: Secretary & Mission Director, National Health Mission, Rajasthan

The designation and address of the Second Appellate Authority is: Additional Chief Secretary, Directorate of Medical Health & Family Welfare, Govt. of Rajasthan

1) Filing an appeal-

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the RTPP Act or the RTPP Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in Clause 36 of ITB within a period of ten (10) days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:"

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

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

- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty (30) 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 in this behalf within fifteen (15) days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4) **Appeal not to lie in certain cases-** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

5) **Form of Appeal-**

- a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative or registered post.

6) **Fee for filing appeal-**

- a) Fee for first appeal shall be Rupees Two Thousand Five Hundred only (INR 2500/-) and for second appeal shall be Rupees Ten Thousand only (INR 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 payable at Jaipur.

7) **Procedure for disposal of appeal-**

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

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

For and on behalf of

Signature (with seal)

(Authorised Representative/Signatory)

Name of the Person.....

Designation.....

ANNEXURE - L

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {....., a company/Firm/LLP within the meaning of Section ____ of the Companies Act, 1956/2013 (Indian partnership Act 1932 / The Limited Liability Partnership Act, 2008) and having its registered office at (hereinafter referred to as the **"First Party"** / **"Lead Partner"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company/Firm/LLP within the meaning of Section ____ of the Companies Act, 1956/2013 (Indian partnership Act 1932 / The Limited Liability Partnership Act, 2008) and having its registered office at (hereinafter referred to as the **"Second Party"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a company/Firm/LLP within the meaning of Section ____ of the Companies Act, 1956/2013 (Indian partnership Act 1932 / The Limited Liability Partnership Act, 2008)and having its registered office at (hereinafter referred to as the **"Second Party"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned First Party and the Second Party are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

- A. The Medical, Health & Family Welfare Department (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **"Applications"**) from interested parties in accordance with the terms and conditions of the Request for Proposal bearing reference No. _____ titled **"OPERATIONALIZATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR MEDICAL GAS PIPELINE AND SUCTION SYSTEM AT VARIOUS MEDICAL COLLEGES & DISTRICT HOSPITALS IN RAJASTHAN"** (the **"Project"**).

- B. The Parties are interested in jointly bidding for the Project and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project.
- C. It is a necessary condition under the RFP that the Partners of the JV shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Bidding

- 2.1 The Parties do hereby irrevocably constitute a Joint Bidding for the purposes of jointly participating in the bidding process for the Project.
- 2.2 The Parties hereby undertake to participate in the bidding process only through this Joint Bidding and not individually and/ or through any other Joint Bidding constituted for this Project, either directly or indirectly or through any of their associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Name of the Party	Roles and responsibilities to be performed

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP.

5. Stake of Partners in the JV

5.1 The Parties agree that the proportion of shareholding among the Parties shall be as follows:

Name of the Party	Percentage stake in the Joint Venture
Total	100

5.2 The Parties hereby agree and acknowledge that during the subsistence of this Joint Bidding Agreement, each of the Parties shall ensure the following and none of the Parties shall take any of the act, deed, matter and / or thing, without the prior written consent of the Authority:

- (a) Any change(s) in the constitution of the JV;
- (b) The Lead Partner shall be an entity who is duly nominated by all other parties of JV.;
and
- (c) Each Partner shall hold minimum 26 % (twenty six percent) stake in the JV at all times.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

6.1 Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

6.2 The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and all necessary authorizations required in accordance with applicable laws, in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:

- (a) require any consent or approval not already obtained;
- (b) violate any applicable law presently in effect and having applicability to it;

- (c) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (d) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (e) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- 6.3 this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- 6.4 there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Concession Agreement comes into effect and force, in case the Project is awarded to the JV. However, in case the JV is not selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

- 8.1 This Joint Bidding Agreement shall be governed by laws of India.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD PARTNER by:

SECOND PARTY

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and authorization documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of any party.

ANNEXURE - M
POWER OF ATTORNEY OF LEAD PARTNER OF JOINT VENTURE

WHEREAS the Rajasthan State Health Society, National Health Mission & Medical, Health & Family Welfare Department, Government of Rajasthan (the “**Authority**”) has invited applications from interested parties in accordance with the terms and conditions of the Request for Proposal bearing reference No. _____ titled “**OPERATIONALIZATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR MEDICAL GAS PIPELINE AND SUCTION SYSTEM AT VARIOUS MEDICAL COLLEGES & DISTRICT HOSPITALS IN RAJASTHAN**” (the “**Project**”) issued by the Government of Rajasthan.

WHEREAS, _____, _____, _____ and _____ (collectively the “**Partners**”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and

WHEREAS, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Partner with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ having our registered office at _____, (hereinafter collectively referred to as the “**Partners**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Partners of the Joint Venture, as the Lead Partner and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”).

We, the Partners, hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s bid for the Project and/ or upon award thereof in accordance with the terms and conditions of the RFP.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PARTNERS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

- *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter / constitutional documents and other authorizations as may be required in accordance with all applicable laws, in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

ANNEXURE – N
MCH Wing List

100 Beded MCH Wing List				
S.No.	District	Location of Facility	Level of Facility	No. of Beds
1	Ajmer	BEAVER	DH	100 Beded
2	Alwar	ALWAR	DH	100 Beded
3	Banswara	BANSWARA	DH	100 Beded
4	Baran	BARAN	DH	100 Beded
5	Barmer	BARMER	DH	100 Beded
6	Bharatpur	BHARATPUR	DH	100 Beded
7	Bhilwara	BHILWARA	DH	100 Beded
8	Bundi	BUNDI	DH	100 Beded
9	Chittorgarh	CHITTORGARH	DH	100 Beded
10	Churu	CHURU	DH	100 Beded
11	Dausa	DAUSA	DH	100 Beded
12	Dholpur	DHOLPUR	DH	100 Beded
13	Dungarpur	DUNGARPUR	DH	100 Beded
14	Jaipur	JAIPUR	Medical College(Mahila Chikitsalya, S.M.S Med.College)	100 Beded
15	Karauli	KARAU LI	DH	100 Beded
16	Nagaur	NAGAU R	DH	100 Beded
17	Pali	PALI	DH	100 Beded
18	Pratapgarh	PRATAPGARH	DH	100 Beded
19	Sawai Madhopur	SAWAI MADHOPUR	DH	100 Beded
20	Sikar	SIKAR	DH	100 Beded
21	Tonk	TONK	DH	100 Beded
22	Udaipur	UDAIPUR	Medical College(Pannadhay Mahila Chikitsalya, R.N.T Med.College)	100 Beded

ANNEXURE – O

Letter of Acceptance

[letterhead of the Procuring Entity]

[date]

M/s

.....

.....

.....

Sub :- Acceptance of the bid rates for providing services for Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Medical Colleges & District Hospitals in Rajasthan.(.....)

Ref :- Your bid no. dated

This is to notify you that your Bid dated *[date]* for execution of the "OPERATIONALIZATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR MEDICAL GAS PIPELINE AND SUCTION SYSTEM AT VARIOUS MEDICAL COLLEGES & DISTRICT HOSPITALS IN RAJASTHAN" for the Contract Price of the equivalent of *[amount in numbers and words]* *[INR]*, is hereby accepted by Rajasthan State Health Society, Mission Directorate of Medical Health & Family Welfare, Government of Rajasthan.

According to, clause No. 32 of the Bid Document, it is necessary to execute Contract in prescribed form as enclosed, on a Non – Judicial Stamp Paper of Rs.[●] and furnish the requisite amount of Performance Security.

The Performance Security shall be furnished by way of Fixed Deposit Receipt (FDR)/Bank Draft/Banker's Cheque/Bank Guarantee of a Scheduled/Nationalized Bank in India drawn in favor of [●], [●] and submit original copy of deposit slip, or Bank Drafts/Bankers cheque of a scheduled bank, or Bank Guarantee (B.G.).

All the terms and conditions of the Bid Document shall form an integral part of the Contract. You are informed to return the Contract along with schedule of rates for Services to be provided in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the Contract form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the Bid and it will also be presumed that you are not interested in entering into the Contract and approval of the rates shall be cancelled without notice or any reference.

The approved rate of Service may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.

Please note that unattested copies of documents will not be considered valid. All documents should be either in original or typed/photo copy self attested. If photo copies are submitted, then at the time of signing the agreement, the firm shall bring original documents for confirmation.

You are hereby instructed to proceed with the execution of the said Contract and complete the above formalities within 15 days from the date of issue of this letter.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

Annexure P
CONTRACT FOR OPERATIONALIZATION & COMPREHENSIVE MAINTENANCE CONTRACT FOR
MEDICAL GAS PIPELINE AND SUCTION SYSTEM AT VARIOUS MEDICAL COLLEGES AND DISTRICT
HOSPITALS IN RAJASTHAN

["<<On Non Judicial Stamp Paper of requisite value by the Bidder>>"]

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year],

BETWEEN,

1. The (Name of Procuring Entity), on behalf of Government of Rajasthan having its office at _____, Jaipur (Rajasthan) acting through [•], Director (hereinafter referred to as the "**Authority**") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **FIRST PART**:

AND

2. **M/s [•] Limited**, a company duly registered and incorporated under the provisions of the Companies Act, 1956 (or Companies Act, 2013) bearing CIN [•] and having its registered office at [•] acting through [•], Director/Managing Director/Manager/Authorised Signatory (hereinafter referred to as the "**Service Provider**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **SECOND PART**;

OR

In case of an LLP:

M/s [•] LLP, a limited liability partnership firm duly registered and incorporated under the provisions of the Limited Liability Partnership Act, 2008 bearing LLPIN [•] and having its registered office at [•] acting through [•], Designated Partner/Manager/Authorised Signatory (hereinafter referred to as the "**Service Provider**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **SECOND PART**;

OR

In case of a Partnership Firm:

M/s [•], a partnership firm incorporated under the provisions of the Partnership Act, 1932 and registered with the Registrar of Firms, Jaipur and having its office at [•] acting through [•], Partner/Manager/Authorised Signatory (hereinafter referred to as the "**Service Provider**", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the **SECOND PART**;

WHEREAS

- (A) The Authority has through its [Request for Proposal No. _____ dated _____ (the "Request for Proposal" or "RFP"), invited Bids for selecting Bidders for the Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Medical Colleges & District Hospitals in Rajasthan ("Project").
- (B) The Authority had prescribed the technical and commercial terms and conditions, and invited the RFP from the Bidders for undertaking the Project.
- (C) After evaluation of Bids received, the Authority had accepted the Bid of the selected Bidder {which is a Joint Venture comprising and (collectively as "Joint Venture") with as its Partner (the "Lead Partner")} and issued its Letter of Acceptance No.dated.....(hereafter called the "LOA") to the selected Bidder requiring, inter alia, the execution of the Contract within 15 days of the date of issue thereof.
- (D) The selected Bidder has agreed to enter into this Contract and undertake and perform the obligations and exercise the right of the selected Bidder under the LOA, including the obligation to enter into this Contract pursuant to the LOA, for executing the project.
- (E) The Authority has agreed to the request of the selected Bidder (hereinafter referred to as "Service Provider") and has accordingly agreed to enter into this Contract with the Service Provider for execution of the Project, subject to and on the terms and conditions set forth in General Conditions of Contract attached to this Contract.
- (F) The Service Provider, having represented to the Authority that they have the required professional skills, and personnel and technical resources, agree to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (G) {Note: *The text in brackets is optional; it is applicable only if the Service Provider is a Joint Venture.* [The selected Bidder is a Joint Venture and the Partners of the Joint Venture shall be liable jointly and severally for all obligations of the Service Provider under the terms and conditions of this Contract.]}
- (H) Whereas the selected Bidder has deposited a sum of Rs. _____ (Rupees.....) in the form of _____ as Performance Security for satisfactory performance of the Project.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and constituted as part of this Contract, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
 - (b) the Service Provider's Bid
 - (c) the General Conditions of Contract;
2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Authority shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Authority]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Partners of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Section IV. General Conditions of Contract

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Section IV. General Conditions of Contract

TERMS AND CONDITIONS FOR OPEN TENDER FOR THE OPERATIONALIZATION AND COMPREHENSIVE MAINTENANCE CONTRACT FOR MEDICAL GAS PIPELINE AND SUCTION SYSTEM AT VARIOUS MEDICAL COLLEGES & DISTRICT HOSPITALS IN RAJASTHAN.

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

"Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Contract.

"Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 5

"Authority" means Rajasthan State Health Society including its successors or substitutes or any other organization authorized to act as the Authority by the Government of Rajasthan from time to time.

"Default" shall have the meaning as set forth in Clause 8.

"GCC" means these General Conditions of Contract;

"Government" or **"GoR"** means the Government of Rajasthan;

"Partner," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; **"Partners"** means all these entities, and **"Lead Partner"** means the entity specified to act on their behalf in exercising all the Service Provider' rights and obligations towards the Authority under this Contract;

"Party" means the Authority or the Service Provider, as the case may be, and **"Parties"** means both of them;

"Personnel" means persons hired by the Service Provider as employees for the performance of the Services;

“Project” means the Operationalization and Comprehensive Maintenance Contract for Medical Gas Pipeline and Suction System at various Medical Colleges & District Hospitals in Rajasthan.

“RFP” means Request for Proposal issued by the Authority and accepted by the Service Provider.

“RTPP Act” means Rajasthan Transparency in Public Procurement Act, 2012.

“RTPP Rules” means Rajasthan Transparency in Public Procurement Rules, 2013

“Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Authority; shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

“Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Authority;

“Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Request for Proposal of the Authority and the Service Provider’s Bid.

“Unit” means a particular Medical College or District Hospital in which the Service Provider shall provide service.

1.2 **Applicable Law**

All laws, brought into force and effect by Government of India (GoI) or Government of Rajasthan (GoR) including rules, regulations and notifications made thereunder or which may come into force during the pendency of this Contract, and judgments, decrees, injunctions, writs and orders of any court of record, which will be applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract.

1.3 **Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All notices required to be given by one Party to the other Party and all other

communications, documentations and proceedings which are in any way relevant to this Agreement shall be in writing and in English/Hindi.

1.4 Notices

Any notice or other communication to be given by any Party to the Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:

- (a) in case of the Service Provider, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the capital of the state may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Service Provider may from time to time designate by notice to the Authority.

Attention: Sh.

Designation:

Address:

Fax:

Email:

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to Mission Director, NHM with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Service Provider: provided that if the Service Provider does not have an office in the capital of the state it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

Designation: Mission Director,
National Health Mission

Address: Directorate of Medical & Health Services Rajasthan,
Swasthya Bhawan, C-Scheme, Jaipur - 302005

Fax: 0141 – 2225827

No: 0141 - 2221590

Email: md-nrh-m-rj@nic.in

And

- (c) any notice or communication by a Party to the other party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

1.5 Site/Unit

The Services shall be performed at such Units as are specified in **Annexure- N**.

1.6 Authorised representatives

Person or persons as may be authorized in writing by the Authority to act on its behalf under this Contract and shall include any person having Authority to exercise any rights or perform and fulfill any obligations of the Authority under this Contract;

2. Effective Date, Commencement, Modification, Extension and Termination of Contract

2.1 Effective Date

This Contract shall come into effect on the date the Contract is signed by both parties and shall remain valid for three (3) years from the effective date ("**Term**").

2.2 Commencement of Services

The Service Provider shall start carrying out the Services fifteen (15) days after the date the Contract becomes effective ("**Commencement Date**")

2.3 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until it is duly executed by persons especially empowered/authorised in this behalf by the respective parties.

2.4 Renewal of Contract

The Contract can be renewed or extended for two (2) years more upon review and comments of satisfactory performance received from Review Committee or upon mutual agreement between the parties, according to RTPP Rules.

2.5 Termination/ Suspension of the Contract

The Authority may terminate this Contract, by giving thirty (30) days' notice to the Service Provider, after the occurrence of any of the events specified below:

- a) if the Service Provider does not remedy a failure/default in the performance of its obligations under the Contract, after being notified within time as specified in writing;
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- d) if the Service Provider, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- e) upon the negative review and comments received from Review Committee with respect to the performance of the obligations under the Contract by the Service provider

For the purposes of this Sub-Clause:

- i. "corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

2.6 Payment upon Termination

- a) In the event of premature termination of the contract by the Authority on the instances other than non-fulfilment/non-performance of the contractual obligation by the Service Provider, the balance remaining unpaid amount as on the day of termination shall be released within six (6) months from the date of such termination.
- b) the Authority shall be entitled to recover penalties / charges / damages / invoke Performance Guarantee of the Service Provider as provided in the Contract/RFP.

3. Force Majeure

3.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Conditions of Force Majeure shall include but not be limited to fire, flood, earthquake, storms, typhoons, explosion, lightning, acts of God, governmental restrictions, sanctions, strikes, insurrections, war, enemy action acts, demands or requirements of the governments or military authorities in any state.

3.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar 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 this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

3.3 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled for payment of expenses incurred in relation to the salaries of the human resource deployed at the site/ unit under the terms of this Contract.

3. Obligations of the Service Provider

- 3.1 The Service Provider shall perform the Services in accordance with the responsibilities provided under the RFP and Contract, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
- 3.2 The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests.
- 3.3 Implement the project as per terms and conditions of the RFP and Contract.
- 3.4 Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
- 3.5 The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel deployed shall not receive any such additional remuneration.

- 3.6 Required to observe the highest standard of ethics and shall not use 'corrupt/fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means mis-representation of facts in order to influence implementation process of the project in detriment of the Authority.
- 3.7 Neither the Service Provider nor its Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Contract, any business or professional activities in the state of Rajasthan which would conflict with the activities assigned to them under this Contract;
 - b) during the term of this Contract, the Service Provider shall not entrust/sub-let/ Sub-contract to anyone its Services.
- 3.8 Recruit, trained and position qualified and suitable personnel for implementation of the project at various levels. The staff so engaged/recruited/appointed shall be exclusively on the pay rolls of the Service Provider and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Authority. The Service Provider shall be fully responsible for adhering to provisions of various laws applicable on them including Labour laws. In case the Service Provider fails to comply with the provisions applicable laws and thereby any financial or other liability arises on the Authority by Court orders or otherwise, the Service Provider shall be fully responsible to compensate/indemnify to the NHM for such liabilities. For realization of such damages, Authority may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations.
- 3.9 Adherence to the mutually agreed/ stipulated time schedules for various activities.
- 3.10 Ensuring proper and timely monitoring of the services.
- 3.11 The Service Provider and its Personnel shall not during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Authority's business or operations without the prior written consent of the Authority.
- 3.12 Obligations relating to change in ownership of the Service Provider- The Service Provider shall not undertake or permit any change in ownership except with the prior written

approval of the Authority. It is also agreed that the any change in ownership of Service Provider's organisation shall not in any manner absolve the Service Provider from any liability or obligation under this Agreement.

- 3.13 It shall be the obligation of the Service Provider to comply, follow strictly the applicable labour laws, including other laws which regulate the terms and conditions of service and employment of workers. The Service Provider shall also ensure the strict implementation of labour laws with respect to wages, accidental and social security benefits, occupational safety and health, conditions of employment etc. in relation to this Agreement

4. Obligations of the Authority

- 4.1 Authority shall provide appropriate assistance in implementation of the project.
- 4.2 Timely settlement of claims/payments at the agreed terms in accordance with the provisions of the agreement.
- 4.3 To lay down guidelines time to time for operation of the services.
- 4.5 The Authority shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions.
- 4.6 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made.

5. Contract Price

- 5.1 The Contract Prices are inclusive of labour charges fee for the engineer for attending the calls for service under the Contract.
- 5.2 The Contract Price shall be as set forth in Financial Bid.
- 5.3 All the taxes applicable in India including excise duties, customs duties, value added tax, sales tax, local taxes, cess, GST, CGST and any impose or surcharge of like nature (whether central, state or local) on the goods, materials, equipment and services incorporated in and forming part of the Contract, charged, levied or imposed by any

Government Instrumentality, but excluding any interest, penalties and other sums in relation thereof imposed on any account whatsoever. The Service Provider shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

6. Payments to the Service Provider

- 6.1 The Service Provider's payment shall be on a reimbursement basis. Claims/ Invoices shall be submitted monthly by 10th day of the subsequent month for which invoice is raised. Such, invoice should be inclusive of all other costs incurred by the Service Provider in carrying out the Services. Payments will only be started after commencement of Services i.e. Commencement Date by Service Provider.
- 6.2 Payments shall be released to the Service Provider, subject to approval of the monthly invoice by the Head of the Institution/ Medical Superintendent/ Principal Medical Officer of the respective Unit/Hospital. After approval of the invoice, payment shall be released within 10 working days of submission of correct monthly invoice with all required certificates by the Service Provider. At the time of raising the invoice, the Service Provider has to submit status of previous month's financial transaction of human resource deployed, except for the first month's invoice.
- 6.3 Minimum payment of 09 oxygen cylinders ("D" type) per day and 02 nitrous oxide cylinders per month would be allowed by the unit. However, for oxygen, the payment will be made on the basis of minimum number of cylinders per month or actual consumption as stated by oxygen consumption meter.

Similarly, for nitrous oxide, the payment will be made on the basis of minimum number of cylinders per month (02) or actual consumption.

7. Monitoring and Evaluation by Review Committee

- 7.1 Evaluation of performance shall be undertaken on half yearly basis by Review Committee in a Review Committee meeting.
- 7.2 Review Committee shall be empowered to renewed/ extended or terminate the Contract on the basis of feedback report of concerned institutes.
- 7.3 The Review Committee may upon its discretion, inspect at any time the quality of services being imparted or the overall operations and maintenance of the medical gas pipeline and suction system.

7.4 Review Committee shall be empowered to hear day to day grievances of the Service Provider for better implementation of the project.

7.5 **Composition of Review Committee:**

During term of Contract, a Review Committee shall function as the state level monitoring committee to review and monitor the effectiveness, overall operation and performance of Service Provider. Review Committee shall include following members:

- Mission Director, NHM;
- Managing Director, RMSCL or its representative;
- Director- RCH;
- Director, Finance (NHM) its representative;
- Chief Engineer(NHM) or its representative;
- Additional Director (Hospital Administration);
- Executive Director (EPM, RMSCL);
- Project Director (Maternal Health, NHM);
- Project Director (Child Health, NHM);

Quality Control and Default

8.1 The Authority/ Review Committee shall check the Service Provider's performance and notify him of any Default found. Such notifying of Default shall not affect the Service Provider's responsibilities.

8.2 In the event of the breach of any terms of this Contract and the Service Provider fails to cure the Default within the cure period as specified by the Authority, the Service Provider shall be deemed to be in default of this Agreement ("**Default**"), unless the default has occurred due to force Majeure. The defaults referred to herein shall include, but not be limited to, the following:

- (a) The Service Provider abandons or manifests intention to abandon the operation or comprehensive maintenance of the MGP plant without the prior written consent of the Authority;

- (b) The Service Provider is in breach of the operation & maintenance requirements or the safety requirements or its Responsibilities in terms of the RFP;
- (c) The performance Security/ Bank Guarantee, has been encashed and appropriated in accordance with the provisions of Clause 10.3, and the Service Provider fails to replenish or provide fresh Performance Security/ Bank Guarantee, as the case may be, within a period of 15 (fifteen) days;
- (d) Subsequent to the replenishment or furnishing of fresh Performance Security/ Bank Guarantee, as the case may be, in accordance with the provision of Clause 10.3, the Service Provider fails to cure the Default, as the case may be, for which whole or part of the Performance Security/ Bank Guarantee, as the case may be, was appropriated within a period of 90 (ninety) days or cure period as notified by the Authority;

8.3 Correction of Default

- (a) The Authority shall give notice to the Service Provider when any default occurs/noticed and the service provider shall cure such default with immediate effect or within the notified time provided by the authority.
- (b) If the Service Provider has not corrected a Default within the time specified in the Authority's notice, the Authority will assess the cost of having the default corrected, the Service Provider will pay such amount assessed.

8.5 Lack of Performance Penalty: Penalty for Lack of Performance shall be made applicable and calculated in accordance with clause 9.1.

9. Liquidated Damages

9.1 Payments of Liquidated Damages/Penalty

a) Upon non-commencement of Service by the Commencement Date

In case of any failure in providing services by the Commencement Date, the Service Provider shall pay liquidated damages at the rate Rs.50,000/- (Rs. Fifty Thousand only) per day until the services are commenced. The Authority may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

b) Upon lack of performance

In case of any failure to maintain performance and operation of the Services as prescribed in this Contract shall invite penalty of Rs.50,000/- (Rs. Fifty Thousand only) per day for each instance of failure.

c) Upon failure to attend breakdown calls

In case of non-attendance/failure to attend breakdown calls within one (01) hour, penalty of Rs.50,000/- (Rs. Fifty Thousand only) per day may be levied.

d) Upon absence of staff /personnel during a shift

In case the operating staff/personnel is found missing from their duty at any time during a shift, Rs.50,000/- (Rs. Fifty Thousand only) per day per missing staff/personnel shall be charged for each instance of failure.

e) Failure to store prescribed number of cylinders

In case during inspection by medical staff of the facility, it is found that number of cylinders stored at facility is less than prescribed number of cylinders, then in such case , penalty of Rs.1,00,000/- (Rs. One Lakh only) shall be imposed per act of such default.

- 9.2 All damages, penalties and any other amounts due and payable by the Concessionaire to the Authority in accordance with the provisions of this Agreement may be deducted from any payment due and payable by the Authority to the Concessionaire as per the provisions of the Agreement.

10. Performance Security

- 10.1 The Service Provider shall, for the performance of its obligations hereunder, provide to the Authority, no later than fifteen (15) days from the date of issuance of Letter of Acceptance/award, an irrevocable and unconditional Performance Security, from a Scheduled/ Nationalised Bank of India for a sum equivalent to, in the form set forth in Annexure-J. However, amount of Bid Security can be adjusted into the Performance Security. Performance Security shall be 5% of the total project cost per Unit .
- 10.2 The Performance Security shall remain in force until six (6) months beyond the stipulated time of completion of the entire Contract. Each Performance Security/ Bank Guarantee shall be renewed before the expiry of the validity period of the existing Bank Guarantee.

10.3 Appropriation of Performance Security

- a) Upon occurrence of a Service Provider's default in curing the notified deficiency, the Authority shall, without prejudice to its other rights and remedies hereunder or at law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Service Provider's failure in curing the deficiency. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation of the entire Performance Security or provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with the provisions of Clause 2.5. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Service Provider shall be entitled to an period of 90 (ninety) days for remedying the Service Provider's deficiency. In the event if the Service Provider's deficiency is not remedied/cured during the said ninety(90) period ,the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and terminate this Agreement in accordance with the provisions of Clause 2.5.
- b) Notice will be given to the Service Provider/Bidder with reasonable time before the Bid Security/ Performance Security is forfeited

11. Dispute Resolution

11.1 Dispute Resolution

- a) This Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) In the event of any dispute or difference between parties arising out of or in connection with this Contract including any question regarding it existence, validity, termination or any provision hereof; both parties agree to make their best efforts to resolve any dispute between them initially, amicably through mutual consultations by engaging in discussions.

11.2 Conciliation

In case the dispute cannot be resolved by mutual consultations within a period of 30 (thirty) days after commencement of mutual consultations, either Party may, by mutual

consent, appeal to a Dispute Settlement Committee jointly headed by Additional Chief Secretary/ Secretary, Directorate of Medical Health & Family Welfare, Government of Rajasthan and a representative of Service Provider.

11.3 Arbitration

- a) If the parties fail to resolve their dispute or difference by consultations and even after the decision of Dispute Settlement Committee within 30 (Thirty) days of commencement of meeting of Dispute Settlement Committee, then either party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof and the rules made there under. In that event, the dispute or difference shall be referred to a Sole Arbitrator. The power to appoint the Sole Arbitrator shall vest with the Authority. If the Arbitrator to whom the matter is initially referred to is transferred or vacates his office or is unable to act for any reason, he/ she shall be replaced by another person appointed by the Authority to act as Arbitrator. However, the Authority shall ensure that Sole Arbitrator so appointed by the Authority is an independent and impartial arbitrator not related, either directly or indirectly, to the Authority, in any manner whatsoever. The decision of the Arbitrator shall be final and binding on the Parties.
- b) Services under this Agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Authority shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- c) Reference to arbitration shall be a condition precedent to any other action at law.
- d) It is hereby agreed that the arbitration proceedings shall be held in Jaipur, Rajasthan and the arbitration proceedings shall be carried out in English language.