

## Government of Chhattisgarh



### **Request for Proposal for Selection of an Agency for Operationalization of Mobile Medical Unit in selected district of Chhattisgarh for Chhattisgarh Medical Services Corporation Limited under PM-JANMAN Program (Pradhan Mantri Janjati Adivasi Nyaya Maha Abhiyan)**

**Ref. No.: S. No.193/CGMSCL/Mobile Medical Unit in Selected Districts of Chhattisgarh for NHM/2024-25/Date 20.01.2025**

**Date of Issue: 20/01/2025**

**Tender End Date: 20/02/2025**

**e-proc No: 164810**

**Issued by:**

**CHHATTISGARH MEDICAL SERVICES CORPORATION LTD**

**(A Government of Chhattisgarh Undertaking)**

**Chhattisgarh Housing Board Commercial Complex, 4th Floor (South East Corner),**

**Sector-27, Atal Nagar, Nava Raipur - 492015**

**Email: - [medicine.cgmsc@gov.in](mailto:medicine.cgmsc@gov.in)**

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**छत्तीसगढ़ मेडिकल सर्विसेस कार्पोरेशन**  
**हाऊसिंग बोर्ड कमर्शियल कॉम्प्लेक्स, चतुर्थ तल, दक्षिण पूर्व कॉर्नर,**  
**सेक्टर 27, अटल नगर, नवा रायपुर (छ.ग.)-492015**

**निविदा सूचना क्र./13408/सी.जी.एम.एस.सी.लिमि./तकनीकी/2024-25**

छत्तीसगढ़ मेडिकल सर्विसेस कार्पोरेशन लिमिटेड के द्वारा छत्तीसगढ़ राज्य में पीएम-जनमन कार्यक्रम (प्रधानमंत्री जनजाति आदिवासी न्याय महा अभियान) के अंतर्गत राष्ट्रीय स्वास्थ्य मिशन, छत्तीसगढ़ के लिए छत्तीसगढ़ के चयनित जिले में मोबाइल मेडिकल यूनिट के संचालन के लिए एजेंसी के चयन हेतु प्रतिष्ठित फ़र्म से निविदायें आमंत्रित की जा रही हैं।

निविदा दस्तावेज और नियम इत्यादि का विवरण दिनांक 18/01/2025 से 31/03/2025 तक छत्तीसगढ़ मेडिकल सर्विसेस कार्पोरेशन लिमिटेड की वेबसाइट <https://www.cgmsc.gov.in> तथा <https://www.eproc.cgstate.gov.in> से डाउनलोड किया जा सकता है एवं उक्त निविदाओं में समयानुसार किये जाने वाले संशोधनों की जानकारी उपरोक्त वेबसाइटों से प्राप्त किया जा सकेगा दिनांक 17/01/2025

वास्ते /—  
प्रबंध संचालक  
सी.जी.एम.एस.सी.लिमिटेड  
अटल नगर, नवा रायपुर (छ.ग.)

**Chhattisgarh Medical Services Corporation Limited**  
**C.G. Housing Board, Commercial Complex, 4<sup>th</sup> Floor, South East Corner,**  
**Sector-27, Atal Nagar, Nava Raipur (C.G.) – 492015**

**Tender Notice –No./13408/CGMSCL/Tech/2024-25**

Online Tenders are invited from Request for Proposal for Selection of an Agency for Operationalization of Mobile Medical Unit in selected district of Chhattisgarh for National Health Mission, Chhattisgarh under PM-JANMAN Program (Pradhan Mantri Janjati Adivasi Nyaya Maha Abhiyan). Chhattisgarh Medical Services Corporation Limited.

The details of tender documents can be downloaded from the Chhattisgarh Medical Services Corporation Limited website- <https://www.cgmsc.gov.in> and <https://www.eproc.cgstate.gov.in> between 18/01/2025 to 31/03/2025 and visit above websites for various amendments on tenders issued time to time.

**Date: 17/01/2025**

Sd/-  
Managing Director  
CGMSC Limited,  
Atal Nagar Nava Raipur (C.G.)

## **DISCLAIMER**

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1. The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Chhattisgarh Medical Services Corporation Limited, Chhattisgarh, (hereinafter referred to as “**CGMSCL**”) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by CGMSCL to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
3. CGMSCL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for CGMSCL to consider particular needs of each party who reads or uses this RFP document. RFP includes statements which reflect various assumptions and assessments arrived at by CGMSCL in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own assessment and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
4. All rights related to this RFP are exclusively reserved by the Managing Director, Chhattisgarh Medical Services Corporation Limited (CGMSCL), Chhattisgarh.
5. CGMSCL will not have any liability to any prospective Bidder/ Firm/ or any other person under any laws including without limitation the law, statute, rules or regulations or contract and tort, the principles of equity, restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered in connection with anything contained in this RFP or otherwise, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf of CGMSCL or their employees, any agency or otherwise arising in any way from the selection process for the Project . CGMSCL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
6. CGMSCL will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that CGMSCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and CGMSCL reserves the right to accept/reject any of the Bidders or proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. CGMSCL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP proposal.
7. Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CGMSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
8. CGMSCL reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the CGMSCL portal.

## NOTICE FOR REQUEST FOR PROPOSAL

### **“RFP for Selection of an Agency for Operationalization of Mobile Medical Unit in selected district of C.G for Chhattisgarh Medical Services Corporation Limited, Chhattisgarh”**

Chhattisgarh Medical Services Corporation Limited, Chhattisgarh, (“CGMSCL”), Government of Chhattisgarh, plans to engage agency(s) for Operationalization of Mobile Medical Unit (“MMU”) in select districts of Chhattisgarh for CGMSCL, as defined in this RFP and invites proposals from suitable agencies meeting the criteria mentioned in this RFP document.

The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this RFP document as uploaded on the eproc portal/Tender website <http://www.cgmsc.gov.in>

Interested bidders are requested to submit their technical and financial proposals in response to the RFP online on the eproc portal

S. No	Description	Date and Time
1.	Publish Date	20/01/2025
2.	Bid Submission Start Date	20/01/2025
3.	Bid Submission End Date	20/02/2025
4.	Prebid Meeting Address/ Portal	In person at CGMSCL office, Nava Raipur Date: 27/02/2025 Time: 12:00 PM
5.	Bid Validity (Days)	180 days
6.	Period of Work (Days)	1095 days
7.	Location	Chhattisgarh
8.	Pin code	492015
9.	Bid Opening Place	4th Floor, C.G Housing Board Commercial Complex, South East Corner, Sector 27, Atal Nagar, Nava Raipur (CG) Pin 492015
10.	Product Category	Services
11.	Nature of Work	Operationalization of MMU in select district of Chhattisgarh
12.	Proposals Invited By	Managing Director, Chhattisgarh Medical Services Corporation Limited, 4th Floor, C.G Housing Board Commercial Complex, South East Corner Sector 27, Nava Raipur (CG) Pin 492015
13.	Date of Opening of Financial Proposals	Shall be intimated at later stage to the Technically qualified bidders
14.	Mode of Submission of Proposal	Online on <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>
15.	Website for Downloading RFP document, Corrigendum/ Addendum and any other RFP related information	<a href="http://www.cgmsc.gov.in">http://www.cgmsc.gov.in</a>
16.	Earnest Money Deposit	INR 1,32,00,000- (INR Once crore thirty two lakh) submission details as per clause 2.5.2 of the RFP  Detail of RTGS/NEFT Payment : Account Name: CGMSC Ltd Drugs Procurement Tender Account No: 540901010050665
17.	Tender processing Fee	5000 /-

Chhattisgarh Medical Services Corporation Ltd

		Detail of RTGS/NEFT Payment : Account Name: CGMSC Ltd Drugs Procurement Tender Account No: 540901010050665
18.	Performance Security	5% (five percent) of the total Project cost
19.	Validity of Performance Security	1275 days
20.	Method of Selection	QCBS

**Note:**

1. Amendments/ Corrigendum to the RFP document, if any, would be published on Tender Website only, and not in newspaper.
2. CGMSCL reserves all the rights to cancel the Tender Process and reject any or all the Proposals at any point of time.
3. No contractual obligation whatsoever shall arise from the RFP document unless and until a formal contract is signed and executed between CGMSCL and the Selected Bidder.
4. The selection of Bidders shall be carried out through e-tendering process. Proposal/Bids are to be submitted online in electronic format on website <https://eproc.cgstate.gov.in> as per RFP document.
5. To participate in the e-Tender Process for this RFP, the Bidder(s) are requested to get themselves registered (in case not registered already) with <https://eproc.cgstate.gov.in> In case of any portal related queries, the Bidder may kindly contact the 24x7 help desk number as mentioned on the Tender Website.
6. RFP document may be downloaded from website- <https://eproc.cgstate.gov.in> or <http://www.cgmsc.gov.in> However, a filled bid shall be acceptable only after compliance of point 7 and 8 below.
7. EMD: INR 1,32,00,000- (INR Once crore Thirty two lakh only) in the form of Bank Guarantee/ Demand Draft in favor of MD,CGMSC. Account Name: CGMSC Ltd Drugs Procurement Tender Account No: 540901010050665 must be submitted by aspirant bidder which shall be refundable as per the condition mentioned in the Document, Bidders with MSME registration or Startup registration with DIPP certification are exempted from payment of EARNEST MONEY DEPOSIT (EMD) provided necessary certification documents are submitted.
8. Performance Bank Guarantee: 5% of total project cost of Project period in the form of irreversible Bank Guarantee and to be valid for Three years six months to be submitted by selected bidder. Performance Bank Guarantee shall be submitted within 30 days of Award of Contract.
9. CGMSCL disclaims any factual or other errors in the RFP document (the onus is purely on each Bidder(s) to verify such information) and the information provided therein are intended only to help the Bidder(s) to prepare a proposal in accordance with the terms and conditions as set out in this RFP document.

Issuing Authority

Managing Director  
CGMSC Limited,  
Atal Nagar Nava Raipur (C.G.)



## ABBREVIATIONS AND DEFINITIONS

In this RFP, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:

Affiliate	Affiliate shall mean a Company that, directly or indirectly, controls or is controlled by
Agreement	Agreement shall mean the Contract between the CHHATTISGARH MEDICAL SERVICES CORPORATION LIMITED, Department of Health and Family Welfare, Government of Chhattisgarh and the service provider in accordance with the provisions of this RFP.
ALS	Advanced Life Science
Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder or any such official;
Applicable Laws	Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive, circulars, notifications, guidelines, official orders of any governmental authority or any person acting under authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents;
Authority	Authority shall be MD-CGMSCL Chhattisgarh
Authorized Signatory/ Representative	Shall have the meaning as ascribed to it in Clause 2.6.6 of this RFP;
Bidder (s)	Shall mean any entity which has submitted a Proposal pursuant to this RFP;
Bidding Documents	Shall have the meaning as ascribed to it in Clause 2.1.2 of this RFP;
Bid Validity Period	Shall have the meaning as ascribed to it in Clause 2.6.12 of this RFP;
BLS	Basic Life Support
CAPEX	Capital Expenditure
CGMSCL	Chhattisgarh Medical Services Corporation Limited
CHCs	Community Health Centre's;
Conflict of Interest	Shall have the meaning as ascribed to it in Clause 2.1.9 of this RFP;
Contract/ Procurement Contract	The contract to be entered between CGMSCL and the Selected Bidder for undertaking the Project;
Contract Period	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Control	means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law;
DA	Dearness Allowance

Chhattisgarh Medical Services Corporation Ltd

DHS	District Health Society;
Damages	Shall have the meaning as ascribed to it in Clause 2.1.9 of this RFP;
Day	A calendar day as per GoCG;
DH	District Hospitals;
EMD	An Earnest Money Deposit provided to CGMSCL by a Bidder for securing the fulfilment of any obligation in terms of the provisions of the RFP documents and as defined in Clause 2.5.1;
Evaluation Committee	Shall have the meaning as ascribed to it in Clause 3.3.2 of this RFP;
Financial Proposal	Shall have the meaning as ascribed to it in Clause 2.6.9 (c) of this RFP;
GoI	Government of India;
GoCG/State Government	Government of Chhattisgarh;
Good Industry Practice	means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under the RFP/ Contract which would be expected from a skilled and experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of works of the type, nature and scope similar to those mentioned in this RFP;
HR	Human Resource
IEC	Information, education and communication;
INR	Indian Rupees;
IT	Information Technology;
MD-CGMSCL	Managing Director, Chhattisgarh Medical Services Corporation Limited
MMU	Mobile Medical Unit
MHT	Mobile Health Team
MMC	Mobile Medical Clinic
MSME	Shall have the meaning as ascribed to it in Clause 2.5.3 of this RFP;
NHM	National Health Mission
Notification	A notification published in the Official Gazette;
PHCs	Primary Health Centers;
POL	Petrol Oil Lubricant
Project	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Project Site	Wherever applicable, means the designated place or places;
Proposal/Bid	Shall have the meaning as ascribed to it in Clause 2.1.1 of this RFP;
PVTG	Particularly Vulnerable Tribal Group.
Proposal Due Date	Shall have the meaning as ascribed to it in Clause 2.1.2 of this RFP;
Qualification Criteria	Shall have the meaning as ascribed to it in Clause 3.1 of this RFP;
RFP/Tender	means the following request for proposal document issued by CGMSCL to the prospective Bidders: RFP dated ----- for “ <i>Selection of an Agency for Operationalization of MMU in the selected district of Chhattisgarh for CGMSCL</i> ”. Any Corrigendum(a)/ Amendment(s)/ Clarification(s) to the RFP issued by CGMSCL subsequent to the issue of the RFP shall be an integral part of the RFP document;
SSI	Shall have the meaning as ascribed to it in Clause 2.5.3 of this RFP;
State	State of Chhattisgarh;
Selected Bidder	Shall have the meaning as ascribed to it in Clause 3.1 of this RFP;

Selection Process or Tender Process	The process of procurement extending from the issue of Notice for Request for Proposal to the signing of the Contract or cancellation of the Selection/Tender Process, as the case may be;
Selected Agency/Agency	The Selected Bidder, which shall sign the Contract with CGMSCL for providing the services envisaged under this RFP;
TA	Travel Allowance
Technical Proposal	Shall have the meaning as ascribed to it in Clause 2.6.3 of this RFP;
VHSND	Village Health Sanitation and Nutrition Day;
Work Order	Shall have the meaning as ascribed to it in Clause 3.4.1 of this RFP

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed thereto herein. In this RFP, unless the context otherwise requires, the words importing singular shall include plural and *vice versa*.

## **SECTION 1. LETTER OF INVITATION**

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### **1.1 Introduction**

The Government of Chhattisgarh, through the Chhattisgarh Medical Services Corporation (CGMSCL) and State Health Society, C.G., is committed to ensuring accessible and equitable healthcare services to the remote and underserved regions of the state. As part of the Pradhan Mantri Janjati Adivashi Nyaya Maha Abhiyan (PM-JANMAN) initiative, the state government seeks to bridge the healthcare access gap by deploying state-of-the-art Mobile Medical Units (MMUs) for Particularly Vulnerable Tribal Group.

To operationalize this initiative, proposals are invited from experienced and qualified organizations to deploy and manage 57 MMUs across 18 identified districts of Chhattisgarh. These MMUs will function as mobile healthcare hubs, delivering preventive, promotive, and curative health services to some of the state's most isolated and marginalized populations. This project aims to significantly improve healthcare access and health outcomes among these vulnerable groups.

The operational model of the MMUs will be an OPEX (Operational Expenditure) mode, with reimbursement on a monthly basis, including costs related to personnel, training, fuel, medicines, maintenance, and other operational needs. The selection of the implementing agency will follow the QCBS (Quality and Cost-Based Selection) method, ensuring a balance between service quality and cost-effectiveness.

### **1.2 Objectives**

The key objectives to engage an agency are as follows:

- (a) To provide healthcare services to the remotest, rural, and underserved populations of Chhattisgarh.
- (b) To make a comprehensive range of healthcare services available at the doorsteps of communities living in inaccessible areas.
- (c) To cater to the healthcare needs of vulnerable groups residing in areas with limited healthcare infrastructure.
- (d) To bring about an improvement in the health-seeking behavior of tribal and rural populations by ensuring regular access to quality healthcare services.
- (e) To deliver a wide range of healthcare services, including preventive, promotive, and curative care, and to facilitate referrals for specialized treatment where necessary.
- (f) To meet the technical and service quality standards for MMUs by providing a well-defined package of healthcare services.

### **Documents for Submission**

<b>S. No.</b>	<b>Documents to be Submitted</b>
1.	Documents as mentioned for qualification, technical qualification and any other supporting document as requested in the RFP and as deemed suitable by the Bidder to support the facts and figures stated in the proposal of the Bidder.
2.	ANNEXURE 1: COVER LETTER
3.	ANNEXURE 2: TURNOVER AND NETWORTH DETAILS OF BIDDER
4.	ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL
5.	ANNEXURE 3A: FORMAT FOR SUBMITTING WORK EXPERIENCE SUMMARY
6.	ANNEXURE 4: SELF-DECLARATION
7.	ANNEXURE 5: BLACKLISTING AND PENDING SUIT
8.	ANNEXURE 6: FORM OF BANK GAURANTEE
9.	ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
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20.	ANNEXURE 18: FINANCIAL PROPOSAL
21.	ANNEXURE 19: PRE BID QUERY
22.	ANNEXURE 20: DECLARATION OF EXISTENCE OF FIRM

**Please Note:**

1. All documents under the proposal shall be mandatorily submitted in complete and in the form prescribed under this RFP.
2. CGMSCL, at its sole discretion, may cancel any submission of Proposal if it appears that a

Proposal does not include the required documents/ includes incomplete/ incomprehensible/ wrong documents.

3. The aforesaid list is inclusive and not exhaustive. The Bidder shall submit other relevant documents required in the RFP or requested by CGMSCL from time to time.

## **SECTION 2. INSTRUCTION TO THE BIDDERS**

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### **2.1 General Terms of Bidding**

- 2.1.1** Bidders are invited to submit Technical Proposal and Financial Proposal (collectively referred to as “**the Proposal/ Bid**”), as specified in the schedule of RFP, for the services required under the Project. The Proposal will form the basis for grant of Work Order/Contract to the Selected Bidder. The Selected Bidder shall carry out the Project in accordance with the scope of work as specified in this RFP (the “**SOW**”)
- 2.1.2** CGMSCL shall receive Proposal(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by CGMSCL, as modified, altered, amended, and clarified from time to time by CGMSCL (collectively the “**Bidding Documents**”), and all Proposal(s) shall be prepared and submitted in accordance with such terms on or before the Bid submission end date (the “**Proposal Due Date**”)
- 2.1.3** CGMSCL requires that the Bidder hold CGMSCL’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out its obligations in the best interests of CGMSCL and the Project
- 2.1.4** Notwithstanding anything to the contrary contained in this RFP, the detailed terms and conditions specified in the Master Concession Agreement/ Master Service Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5** In the event of any conflict, inconsistency, or discrepancy between the provisions of this Request for Proposal (RFP) and the provisions of the Master Concession Agreement (MCA)/ Master Service Agreement) to be executed with the selected bidder, the terms and conditions of the MSA shall prevail and override the RFP. The MCA/MSA, once executed, shall constitute the final and binding agreement governing the relationship, rights, and obligations between the parties, and any reference to the RFP in the MSA shall be for contextual purposes only.
- 2.1.6** It is CGMSCL’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of Project. Pursuant thereto, CGMSCL:
- (a) will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the Project in question;
  - (b) will declare a Bidder ineligible, either indefinitely or for a stated period, to be awarded any contract or Work Order if it at any time determines that such Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order/ Contract.
- 2.1.7 Number of Proposals:** No Bidder shall submit more than 01 (one) Proposal for the Project.
- 2.1.8 Consortium/ Joint Venture:** for the purpose of this project consortium or subletting of the work is not allowed. Proposals submitted by a consortium of organizations, firms, or entities will not be considered. Each bidder must submit the proposal as a single, independent entity.

Subcontracting or forming partnerships with other organizations to meet the eligibility requirements is not permitted. The bidding organization must demonstrate the capability to fulfill all technical, operational, and financial requirements of the project on its own

**2.1.9 Conflict of Interest:** A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, CGMSCL shall be entitled to forfeit and appropriate the EMD/Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by CGMSCL and not by way of penalty for, *inter alia*, the time, cost and effort of CGMSCL, including consideration of such Bidder’s Proposal (“the **Damages**”), without prejudice to any other right or remedy that may be available to CGMSCL under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, in the below circumstances:

- (a) A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same Selection Process under this RFP if they have a relationship with each other, directly or indirectly through a common company / entity, that puts them in a position to have access to information about or influence the Proposal of another Bidder; or
- (b) The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
- (c) a constituent of such Bidder is also a constituent of another Bidder in the Selection Process; or
- (d) such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
- (e) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (f) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Proposal of either or each other; or
- (g) such Bidder, or any Associate thereof has participated as a consultant to CGMSCL in the preparation of any Bidding Documents, design or technical specifications of the Project

**2.1.10** A Bidder including any of their Associate should, in the last 03 (three) years, 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 against the Bidder or their Associate, as the case may be, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. The details should be furnished as per the Annexure 5.

**2.1.11** Any Bidder that has been barred by the Central Government, any State Government, a statutory



authority or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

**2.1.12** A Bidder shall be liable for disqualification if any legal, financial or technical adviser of CGMSCL in relation to the Project is engaged by the Bidder and its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commencement of services under the Project.

**2.1.13 Cost of Bidding:** The Bidders shall bear all costs associated with or relating to the preparation and submission of their Proposals and their participation in the Selection Process including but not limited to preparation, postage, copying, delivery fees, expenses associated with any demonstrations or presentations which may be required by CGMSCL, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Bidder and CGMSCL shall not be liable in any manner whatsoever for such costs or for any other costs or other expenses that may be incurred by the Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process

**2.1.14 Site visit and verification of information:** All the prospective Bidders may, at their sole discretion and convenience plan to visit the mentioned block(s) in the Scope of Work section. These visits may be carried out with the objective of assessing the location, infrastructure, connectivity and other related parameters. CGMSCL shall not bear any costs for such visits to the site(s). Any such visits required for assessment before the submission of Proposal will be carried out by the Bidder itself and all the related costs will be borne by the Bidder only. No reimbursements will be made for such visits in lieu of Proposal submission by CGMSCL or any related authorities

**2.1.15 Acknowledgement by Bidder,**

- (a) It shall be deemed that by submitting the Proposal, the Bidder has:
  - (i) made a complete and careful examination of the RFP;
  - (ii) received all relevant information requested from CGMSCL;
  - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of CGMSCL;
  - (iv) satisfied itself about all matters, things and information, including matters referred to in Clause 2.1.15 hereinabove, necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all its obligations there under;
  - (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.1.15 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from CGMSCL, or a ground for termination of the Contract by the Selected Bidder;
  - (vi) acknowledged that it does not have a Conflict of Interest; and

(vii) agreed to be bound by the undertaking provided by it under and in terms hereof.

**2.1.16** CGMSCL and/ or its advisor(s)/committee(s)/consultant(s) shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by CGMSCL and/ or its consultant.

**2.1.17 Right to reject any or all Proposals:**

- (a) Notwithstanding anything contained in this RFP, MD- CGMSCL reserves the right to accept or reject any Proposal or to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- (b) Without prejudice to the generality of above, MD- CGMSCL reserves the right to reject any Proposal if:
  - (i) at any time, a material misrepresentation is made or discovered; or
  - (ii) the Bidder does not provide, within the time specified by CGMSCL, the supplemental information sought by CGMSCL for evaluation of the Proposal.
- (c) Such misrepresentation/ improper response by the Bidder may lead to the disqualification/debarment/blacklisting of the Bidder. That the Proposal by the Bidder suffers from a material misrepresentation/ improper response includes but is not limited to the non-fulfillment of any of the conditions or requirements of the Selection Process.
- (d) If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranked Bidder (based on the QCBS evaluation) Bidder gets disqualified/ rejected, then MD- CGMSCL reserves the right to:
  - (i) invite the next-highest ranked Bidders (based on the QCBS evaluation) to match the conditions of the highest-ranked Proposal or submit their Proposals in accordance with the RFP; or
  - (ii) take any other measure as may be deemed fit in the sole discretion of MD- CGMSCL, including annulment of the Selection Process
- (e) MD- CGMSCL reserves the right to debar or blacklist the highest ranked Bidder (based on QCBS evaluation) or any Bidder whosoever is disqualified at any stage of the Selection Process for reasons inclusive of but not limited to reasons mentioned above as well as failure to comply with instructions enumerated in the RFP/Annexures/Addendum/Corrigendum/LOI/Work Order/Contract
- (f) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that 01(one) or more of the Qualification Criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the Work Order or entering into of the Contract, and if the Selected Bidder has already been issued the Work Order or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP,

be liable to be terminated, by a communication in writing by CGMSCL to the Bidder, without CGMSCL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Bidder may have under this RFP, the Bidding Documents, the Contract or under Applicable Laws

- (g) MD- CGMSCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by CGMSCL make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by CGMSCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of MD- CGMSCL thereunder

**2.1.18** This RFP is not transferable.

**2.1.19** Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

**2.1.20 Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by Additional Chief Secretary, Health, Gov. of CG, whose decision shall be final.

## **2.2 Prebid Meeting**

**2.2.1** The Prebid meeting (the “**Prebid Meeting**”) shall be held either in person or online via video conferencing setup available at the Chhattisgarh Medical Services Corporation, Nava Raipur, Raipur, C.G. Interested Bidders shall connect using details provided by CGMSCL. Prebid Meeting of the Bidders will be convened as per the details set out in the CGMSCL portal regarding the designated date, time and platform of the meeting

**2.2.2** Bidders willing to attend the Prebid Meeting should inform CGMSCL beforehand in writing and email. The maximum number of participants from a Bidder, who chose to attend the Prebid Meeting, shall not be more than 02 (two) per Bidder. The representatives attending the Prebid Meeting shall accompany with a letter or email, duly signed by the Authorized Signatory of the Bidder.

**2.2.3** During Prebid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of CGMSCL. CGMSCL will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process.

## **2.3 Clarification and amendment of RFP documents**

**2.3.1** Bidders may seek clarification on this RFP within the stipulated date as set out in the RFP document or within 03 (three) working days of the Prebid meeting (03 (three) days exclusive of Prebid Meeting date).

**2.3.2** Any request for clarification(s) must be sent by standard electronic means (Excel and PDF file) as per the format provided in this RFP document at **Annexure-19** to CGMSCL’s email address: Chhattisgarh Medical Services Corporation Ltd

- 2.3.3** CGMSCL will post the reply to such queries on <http://www.cgmsc.gov.in>
- 2.3.4** CGMSCL may also on its own motion, if deemed necessary, issue interpretation(s) and clarification(s) to all Bidders. All clarifications and interpretations issued by CGMSCL shall be deemed to be part of the Bidding Documents. Verbal clarification(s) and information given by CGMSCL or its employees or representatives shall not in any way or manner be binding on CGMSCL and shall not alter the terms of the RFP. However, CGMSCL reserves the right not to respond to any question(s) or provide any clarification(s), in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring CGMSCL to respond to any question(s) or to provide any clarification(s).
- 2.3.5** At any time before the Proposal Due Date, CGMSCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigendum will be posted on <http://www.cgmsc.gov.in>
- 2.3.6** To afford the Bidders a reasonable time for taking an amendment/Corrigenda into account, or for any other reason, MD- CGMSCL may at its discretion extend the Proposal Due Date.

## **2.4 Earnest Money Deposit**

- 2.4.1** An Earnest Money Deposit (“EMD”) shall be paid online for the sum of INR 1,32,00,000.00 (INR One crore Thirty Two lakhs only) shall be required to be submitted by each Bidder.
- 2.4.2 EMD Submission details:** EMD: INR 1,32,00,000.00 in the form of Bank Guarantee/ Demand Draft in favor of MD,CGMSC Detail of RTGS/NEFT Payment : Account Name: CGMSC Ltd Drugs Procurement Tender Account No: 540901010050665, must be submitted by aspirant bidder Which shall be refundable as per the condition mentioned in the Document, Bidders with MSME registration or Startup registration with DIPP certification are exempted from payment of EARNEST MONEY DEPOSIT (EMD) provided necessary certification documents are submitted.
- 2.4.3** Unless the Bidder requests for exemption from payment of EMD, the absence of the EMD, shall lead to the Technical Proposal of the Bidder being summarily rejected. To receive exemption from payment of EMD, the Bidder shall have to submit the relevant exemption certificate at the time of Bid submission along with requisite documents as part of Proposal submission process.
- 2.4.4** If a Bidder is Micro, Small and Medium Enterprise (“MSME”) /Udyog Aadhar/Small Scale Industry (“SSI”) registered bidder of Chhattisgarh, then such Bidder shall be exempt from submitting EMD. However, there is no exemption from payment of the tender processing fee. If a Bidder being an MSME/Udyog Aadhar/SSI registered Bidder of Chhattisgarh wishes to avail above facility, then the Bidder should follow necessary exemption (Online Tab) for EMD. To claim the exemption, relevant valid documents in support of MSME/SSI are required to be uploaded by the Bidder(s). MSME/SSI Bidder from other States are not eligible for exemption from payment of EMD. If any Bidder, other than MSME/SSI Bidder of CG., does not submit EMD, then such Proposal shall be rejected. Exemption documents of MSME /Udyog Aadhar/ SSI registered bidder of any other state would not be accepted in lieu thereof, and Proposal of such Bidders would not be evaluated further

- 2.4.5** The EMD shall be kept valid through the bid validity period and may need to be extended, if so,  
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required by CGMSCL.

- 2.4.6** CGMSCL will not be liable to pay any interest on EMD. EMD of pre-qualified but unselected Bidders shall be returned, without any interest, within 1 (one) month after grant of the Work Order or execution of the Contract by the Selected Bidder (whichever is later) or when the Selection Process is cancelled by CGMSCL. The Selected Bidder's EMD shall be returned, without any interest upon the Selected Bidder accepting the Work Order or executing the Contract (whichever is later) and after furnishing the Performance Security in accordance with provision of the RFP and Work Order.
- 2.4.7** CGMSCL will be entitled to forfeit and appropriate the EMD as mutually agreed loss and damage payable to CGMSCL in regard to the RFP without prejudice to CGMSCL's any other right or remedy that may be available to CGMSCL under the Bidding Documents and/ or under the Contract, or otherwise under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the standard form of Work Order); or,
  - (b) If any Bidder withdraws its Proposal during the Bid validity period as specified in this RFP and as extended by the Bidder from time to time; or,
  - (c) In the case of the Selected Bidder, if the Selected Bidder fails to accept the Work Order or execute the Contract or fails to furnish the Performance Security within the specified time limit; or,
  - (d) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to CGMSCL.

## **2.5 Preparation of Proposal**

- 2.5.1** Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. CGMSCL will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.5.2** In preparing their Proposal, Bidders are expected to thoroughly examine the RFP document.
- 2.5.3** The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP ("**Technical Proposal**"). No information related to Financial Proposal should be provided in the Technical Proposal. Further, in such a case, CGMSCL will be entitled to reject the Proposal.
- 2.5.4** Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Bid.
- 2.5.5** Non-compliance with the instructions and conditions contained in the RFP/ Addendum(a)/ Corrigendum(a) shall render the Proposal liable to be rejected. CGMSCL reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum(a)/Addendum(a) that impacts the Selection Process in any manner.
- 2.5.6** The Proposals must be digitally signed by the Authorized Representative on each page of the Technical Proposal being submitted (the "**Authorized Representative**") as detailed below:

- (a) by a partner, in case of a partnership firm and/or limited liability partnership; or
- (b) by a duly authorized person, in case of a private and public limited company or a corporation; or
- (c) by the proprietor in case of a proprietary firm;

**2.5.7** Bidders should note the Proposal Due Date, as specified in Notice of RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by CGMSCL, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in notice of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, CGMSCL reserves the right to seek clarifications in case the Proposal is non-responsive on any aspects.

**2.5.8 Financial Proposal:** While preparing the Financial Proposal, Bidders are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

**2.5.9** While submitting the Financial Proposal, the Bidder shall ensure the following:

- (a) The Bidder shall submit the Financial Proposal as per the instruction provided in this RFP document
- (b) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by CGMSCL
- (c) The Financial Proposal shall only be submitted through eproc portal as per the Format as provided therein (“**Financial Proposal**”) clearly indicating the amount in both figures and words and up to 2 (two) decimal points. For example, amount shall be quoted as 10.12 instead of 10 or 10.1
- (d) In case of any discrepancy between figures and words, in the Financial Proposal, the amount indicated in words shall prevail
- (e) The Financial Proposal shall be furnished in INR (Indian Rupees) only.
- (f) The Financial Proposal needs to be filled in completeness based on financial submission sheet and as per the details mentioned within the sheet
- (g) The Financial Proposal should be a Proposal inclusive of all the costs including but not limited to all taxes associated with the Project. The Financial Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. These shall normally cover remuneration for all the personnel (technicians), accommodation, air fare, transportation, equipment, office supplies including stationery material, printing of documents, screening test reagents and consumables, data entry personnel, etc. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance, levies and other impositions applicable under the prevailing law
- (h) If there is a change in the applicable taxes, CGMSCL shall recover the cost of the same.
- (i) The Bidder shall quote price in the prescribed format, the unit rates of the services it proposes to provide as per the RFP document

- (j) Prices quoted in the Proposal must be firm and final and shall not be subject to any modifications, on any account whatsoever and shall remain the same throughout the Contract Period or any extension granted thereof
- (k) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and would be liable to be rejected
- (l) NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal
- (m) Bidders are required to note that they should necessarily submit their Financial Proposal in the format provided and no other format is acceptable. If during or subsequent to evaluation of Financial Proposal, it is discovered that the Financial Proposal submitted by a Bidder, has been modified in any unauthorized manner, the Proposal may be rejected. CGMSCL may first in exercise of its discretion seek clarifications from the Bidder on such an occurrence.

**2.5.10 Rectification of errors:** Arithmetical errors in the Financial Proposal will be rectified on the following basis:

- (a) Items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections shall be made to the Financial Proposal
- (b) If there is a discrepancy between words and figures, the amount in words shall prevail
- (c) If there is any discrepancy in the sum total, the corrected sum total will be considered
- (d) Any other arithmetical error will stand corrected for evaluation
- (e) If the Bidder does not accept the correction of errors, the Proposal will be rejected, and the Performance Security/EMD shall be forfeited, as the case may be

**2.5.11** Bidders are advised to serially number their Proposal documents along with indexing

**2.5.12 Extension of Period of Bid Validity:** The Proposals shall be valid for a period of not less than 180 (one hundred eighty) days from the Proposal Due Date. CGMSCL may request the Bidder(s) for an extension of the period of the validity of the Proposals (“**Bid Validity Period**”). The request and the responses thereto shall be made in writing. The Bidder shall be at liberty to refuse the request. In such a circumstance, it will be construed that the Bidder has withdrawn its Proposal and will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of its Proposal documents submitted or refund of the EMD

## **2.6 Submission, receipt and opening of proposals**

**2.6.1** The Proposal shall be submitted through eproc portal. The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Technical and Financial proposals, and EMD, as part of this RFP, the Bidder(s) may contact the eproc portal’s helpdesk at toll free number as mentioned on the website. The Bidder(s) may kindly note that CGMSCL shall not be responsible for any delays or errors faced in submission of Proposals, processing payment of EMD etc., at any stage of the Proposal

submission process due to issues including but not limited to network outage and connectivity, technical errors, server downtime etc. on eproc portal.

- 2.6.2** The Authorized Representative of the Bidder should authenticate EMD details, Technical and Financial Proposal
- 2.6.3** The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority in the format set out in **Annexure-7** of this RFP
- 2.6.4** The proposal shall be submitted with Power of Attorney and all applicable format as mentioned in the RFP document, failing to that the proposal shall be rejected.
- 2.6.5** No Proposal shall be accepted after the Proposal Due Date and time
- 2.6.6** After the deadline for submission of Proposals the Technical Proposal shall be opened by the evaluation committee to evaluate whether the Bidders meet the prescribed minimum Qualification Criteria
- 2.6.7** After the Proposal submission until the execution of the Contract, if any Bidder wishes to contact CGMSCL on any matter related to its Proposal, it should do so in writing at the issuing authority (CGMSCL) official address: C.G. Housing Board, Commercial Complex, 4th Floor, South East Corner, Sector-27, Atal Nagar, Nava Raipur (C.G.) – 492015. Any effort by a Bidder (including the Selected Bidder) to influence CGMSCL during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in the rejection of the Bidder's Proposal

## **2.7 Proposal Evaluation**

- 2.7.1** As part of the evaluation, the Technical Proposal submitted shall be checked to evaluate whether the Bidder meets the prescribed minimum Pre-Qualification Criteria in accordance with the technical evaluation as set out in Clause 3.1 of this RFP. Subsequently the Technical Proposal submission, for Bidders who meet the minimum Qualification Criteria, shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document
- 2.7.2** CGMSCL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:
  - (a) To the satisfaction of CGMSCL, the Bidders meet the minimum qualifications prescribed before evaluating Financial Proposals.
  - (b) The Technical Proposal submitted by the Bidder is:
    - (i) submitted online only. No hard copy shall be submitted to CGMSCL. In case a Bidder submits the Technical Proposal in hard copy, the Proposal shall be summarily rejected;
    - (ii) received in the form specified in this RFP;
    - (iii) received by the Proposed Due Date including any extension thereof in terms hereof;
    - (iv) it is accompanied by the Earnest Money Deposit unless eligible for exemption;
    - (v) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
    - (vi) does not contain any condition or qualification; and



(vii) it is not non-responsive in terms hereof.

(c) That the Financial Proposal submitted by the Bidder is:

- (i) submitted online only. No hard copy shall be submitted to CGMSCL. In case a Bidder submits the Financial Proposal in hard copy, the Proposal shall be summarily rejected;
- (ii) the Financial Proposal is received in the form specified in this RFP;
- (iii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iv) it does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof.

(d) CGMSCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by CGMSCL in respect of such Proposals. However, CGMSCL reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. CGMSCL will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below

**2.7.3** For the purpose of this RFP document, a Proposal shall be regarded as non-responsive when the Proposal, in which any of the particulars and prescribed information is missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled and shall be liable to be rejected.

**2.7.4 Selection basis: (Quality and Cost-Based Selection)**

The selection of the bidder for the deployment and operationalization of the Mobile Medical Units (MMUs) under the PM-JANMAN initiative will follow the Quality and Cost-Based Selection (QCBS) method. The evaluation process will be conducted in two stages: Technical Evaluation and Financial Evaluation. The details are tabulated in the clause 3.3 of the RFP.

**2.7.5** Proposals shall be deemed to be under consideration immediately after they are opened and until such time CGMSCL makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, CGMSCL and/ or their employees/ representatives on matters related to the Proposals under consideration.

### SECTION 3. SELECTION OF AGENCY

As part of the evaluation, a Bidder must fulfill the minimum Qualification Criteria. In case a Bidder does not fulfill the minimum Qualification Criteria, the Proposal of such a Bidder will not be evaluated further.

#### 3.1. Eligibility Criteria

The minimum qualification criteria (“**Qualification Criteria**”) for a Bidder to qualify for opening of Financial Proposal are listed below:

S. No	Basic Requirement	Specific Requirements	Documents Required
1.	<b>Legal Entity</b>	The Bidder(s) interested in participating in the Selection process must be a duly registered legal entity in India, under any one of the following categories: - <ul style="list-style-type: none"> <li>a Limited Liability Partnership (“<b>LLP</b>”) registered under the LLP Act, 2008;</li> <li>an Indian Company (“<b>Company</b>”) registered under the Companies Act, 1956/2013;</li> <li>a Partnership Firm registered under the Indian Partnership Act, 1932</li> </ul>	Registration documents of the Bidder as a duly registered legal entity in India along with: <ol style="list-style-type: none"> <li>Details of Board of Director/ Managing Director/ CEO/ Partners/ Proprietor/ members/ Trustees</li> <li>PAN Card of the registered legal entity</li> <li>GST certificate of the registered legal entity</li> <li>Certified copy of registered Partnership Deed; copy of Statement filed in the Register of Firms disclosing Names, Addresses and relevant details of ALL Partners of the Firm</li> <li>Any other supporting document, as required</li> </ol>
2.	<b>Existence of the firm</b>	The Bidder(s) should be in the business and operating in the field of healthcare services for at least last 05 (Five) Financial Years including current financial year (i.e., 2019-20, 2020-21, 2021-22 and 2022-23, 2023-24) and also at the time of bid submission	<ul style="list-style-type: none"> <li>Registration document showing incorporation of the Firm.</li> <li>An undertaking on the letterhead of the Bidder (as per <b>Annexure-20</b>) stating that the Bidder has been in for a minimum of last 05 (Five) Financial Years including current financial year (i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24) in the field of healthcare services</li> </ul>
3.	<b>Technical Experience</b>	The bidder should have experience in operating and maintaining a minimum of 30 Mobile Medical Van (MMV), Mobile Medical Unit (MMU), Mobile Health Unit (MHU), Mobile Health Team (MHT), Mobile Van Clinic (MVC), or Basic/Advanced Life Support (BLS/ALS) ambulances, providing services within last 7 years for any state government.	<ul style="list-style-type: none"> <li>Work order/Contract copies/performance certificates from the client verifying experience with the specified number of units.</li> </ul>

4.	<b>Specific Experience of Healthcare Services Provision</b>	The bidder should have experience in providing healthcare services using technology for screening in at least one of the following areas in the government sector: Maternal Health, Child Health, Communicable Diseases, Non-Communicable Diseases and other diseases in government sector	<ul style="list-style-type: none"> <li>Work order/contracts, and project reports verifying the use of technology for screening in the specified healthcare areas</li> </ul>
5.	<b>Technology and Solution Experience</b>	The bidder must have implemented a GPS-based technology solution for Mobile Medical Van (MMV), Mobile Medical Unit (MMU), Mobile Health Unit (MHU), Mobile Health Team (MHT), Mobile Van Clinic(MVC), or Basic/Advanced Life Support (BLS/ALS) ambulances in any state government health sector project.	<ul style="list-style-type: none"> <li>Contract/ Work Order/Agreement</li> </ul>
6.	<b>Turnover</b>	The bidder must have an average annual financial turnover of more than INR 20 Crore (INR Twenty Crore Only) in the last 3 financial years (2021-2022, 2022-2023, and 2023-2024)	Certificate issued by a statutory auditor along with Audited Financial Statements confirming the annual turnover of the Bidder during the stated Financial Years must be submitted
7.	<b>Net Worth</b>	The bidder must have a positive net worth in each of the last 3 financial years (2021-2022, 2022-2023, and 2023-2024)	Certificate from statutory auditor and Audited Financial Statements shall be submitted by the Bidder for the stated Financial Years
8.	<b>Blacklisting</b>	The Bidder(s) shall not have been debarred / blacklisted by any Central Govt. /State Govt./ Union territories/ its Drug procurement agencies/ NHM of other states/ /	Undertaking to be submitted on a non-judicial stamp paper as per <b>prescribed format given in the RFP</b>
9.	<b>Local Presence</b>	The bidder must have a local presence in Chhattisgarh at the time of bid submission or submit a declaration to establish an office in Chhattisgarh, preferably in Raipur, within 30 days of signing the agreement.	Proof of local office establishment (if already present) or a self-declaration stating the intent to open an office within 30 days of the agreement.
10.	<b>Pending Petitions</b>	The Bidder(s) shall inform CGMSCL of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP	Undertaking to be submitted on a non-judicial stamp paper as per <b>prescribed format given in the RFP</b>

**Note:**

- If required, CGMSCL may seek specific clarifications from any or all Bidder (s) at this stage
- A Proposal will be rejected at this stage if it does not respond to Qualification Criteria as determined under this RFP document

- (c) Selected agency will not be allowed /permitted to Sublet/Subcontract the project to other agency or agencies

### **3.2.Exclusion of Proposal/ Disqualification**

#### **3.3.1** CGMSCL may exclude or disqualify a Proposal if:

- i. The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation;
- ii. The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete;
- iii. The Bidder is not qualified as per Qualification Criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by the Evaluation Committee;
- iv. The Proposal materially departs from the requirements specified in the Proposal or it contains false information;
- v. The Bidder submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give, to any officer or employee of CGMSCL or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process;
- vi. The Bidder in the opinion of CGMSCL, has a Conflict of Interest materially affecting fair competition;
- vii. A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered

### **3.3.Final selection**

3.3.1 Only the bidders who meet ALL the Qualification Criteria as mentioned in the Clause 3.1 & 3.3s above, would be considered for further technical and financial evaluation purposes. Bidders who fail to fulfill any of the requisite Qualification Criteria would not be considered for the evaluation of the Technical proposal.

3.3.2 The evaluation committee (“**Evaluation Committee**”) appointed by CGMSCL will carry out the evaluation of Technical Proposals of the qualified Bidders before opening of the Financial Proposal

#### **3.3.3 Technical Proposal:**

3.3.3.1 Approach and methodology (A&M), and Work Plan are key components of the Technical Proposal. In this Section, bidder should explain their understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, they should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following sections: In addition to this bidder is expected to prepare estimated risks and mitigation plan.

- I. Understanding of the Need / Demand of the Project / Assignment, Challenges and Risk Mitigation Strategies etc.
- II. Approach, Methodology, Work Plan, Scheduling of camps, routing, patient management, awareness creation activities/strategies, Unique Selling Proposition / Additional Hardware/Software / Features, Additional Services, Demonstration of point of care technology, vehicle tracking, patient follow-up and referral, HMIS

dashboard for view of the officials and authorities, etc.

The agencies who are selected for technical presentation shall adhere to the following format while presentation

Maximum Number of Slides	Slide Heading	Maximum Time for Presentation
1 to 3	Understanding of the Need / Demand of the Project / Assignment, Challenges and Risk Mitigation Strategies etc.	10 minutes
4 to 12	Approach, Methodology, Work Plan, Scheduling of camps, routing, patient management, awareness creation activities/strategies, Unique Selling Proposition / Additional Software / Features, Additional Services, Demonstration of POCT vehicle tracking, patient tracking, follow-up and referral, HMIS dashboard for view of the officials and authorities, etc.	15 minutes

3.3.3.2 Information provided in the form shall correspond to the Technical Presentation. Colour print-out of the PPT also shall be submitted along the Technical Bid.

3.3.3.3 All Documents should be clearly printed and signed on each page of the document by the authorized signatory. Any misrepresentation of facts, then the Proposal will be liable for rejection and EMD shall be forfeited

### **3.3.4 Financial Proposal**

3.3.4.1 Financial Proposals of only those Bidder(s) shall be opened who shall meet all the defined minimum Qualification Criteria as mentioned in the clause 3.1 & 3.2 above. Bidders who fail to fulfill any of the requisite Qualification Criteria would not be considered for the financial evaluation

3.3.4.2 The bidder should adhere to the financial proposal format-

Sr. No	Opex* per MMU	Amount in Indian Rupee Per Mobile Medical Unit per month	
		(In Figures	(words)
OPEX: Operational expenses include costs related to the vehicle and fabrication, medical equipment, human resources, fuel, repair and maintenance, consumables, training, communication, Information, Education, and Communication (IEC) activities using audio-visual equipment, electricity or alternative power sources, employee welfare, security and housekeeping, and any other expenses necessary for the operation and maintenance of the Mobile Medical Unit (MMU).			

3.3.4.3 The bid amount should include all applicable taxes.

3.3.4.4 A detailed cost breakdown, including labor and other expenses, must be submitted at the time of signing the agreement, with salary details in compliance with Labor Law requirements.

3.3.4.5 The operational cost (Opex) shall be reimbursable till the availability of the budget from the NHM- CG and State budget. The operational (OPEX) cost is subject to revision as per the government guidelines. All such revision of the reimbursable operational costs will be in accordance with government guidelines and upon mutual agreement between

the parties involved, starting from the second year onwards.

3.3.4.6 In the event that a bid is determined to be abnormally low/high compared to the market rate or the estimated project cost, CGMSCL reserves the right to:

- 3.3.4.6.1 Seek written clarifications from the bidder, including detailed breakdowns of costs, to verify the viability of the bid.
- 3.3.4.6.2 Reject the bid if the clarifications provided are not satisfactory or if the bid is found to be unfeasible for successful completion of the project as per the required quality standards and timelines.
- 3.3.4.6.3 CGMSCL also reserves the right to consider such bids as non-responsive and may reject them to ensure the integrity of the procurement process and prevent project risk.

3.3.4.7 The Selected Bidder will enter into a Contract with CGMSCL and shall work in accordance with the Scope of work mentioned in the RFP.

### **3.3.5 Mobilization Advance:**

- 3.3.5.1 Upon the signing of the contract, the successful bidder may request a mobilization advance of up to 10% of the contract value. While making any advance payment NHM-CG will secure adequate safeguards in the form of bank guarantee. The mobilization advance will be provided against the submission of adequate bank guarantee of an equivalent amount, valid for the duration of the project or until the advance is fully adjusted, whichever is earlier. This bank guarantee will be an additional to the performance security bank guarantee.
- 3.3.5.2 The mobilization advance shall be recovered in six (6) equal monthly from the monthly payments due to the bidder. In the event of termination of the contract or non-fulfillment of contractual obligations, the mobilization advance, or any portion thereof, shall be recoverable in accordance with the terms and conditions of the agreement. Once the mobilization amount is recovered, the bank guarantee submitted against the mobilization advance shall be released to the successful bidder.

### **3.3.6 Evaluation Method**

- The proposals shall be evaluated by bid selection committee at the state level, to be constituted by CHHATTISGARH MEDICAL SERVICES CORPORATION LIMITED, C.G. The evaluation shall be a 2-step process as outlined below:
- The bid selection committee (“**Evaluation Committee**”) appointed by the CHHATTISGARH MEDICAL SERVICES CORPORATION LIMITED, C.G. will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the CGMSCL may seek specific clarifications from any or all Bidder (s) at this stage.
- **Step 1 Technical Bid Evaluation:** Technical evaluation of only those Bidder(s) shall be carried out of those meeting all the defined minimum pre-qualification criteria. After the technical evaluation each Proposal will be given a technical score (TS) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Sr. No	Particulars	Details	Max Marks	Allocation of Marks	Remarks and Supporting Document
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1.	<b>Technical Presentation and Demonstration of Application</b>	<p>a) <b>Approach and Methodology, and Technical Capacity:</b> The bidder must present and demonstrate their technical capabilities, which include but are not limited to:</p> <ul style="list-style-type: none"> <li>▪ Past experience in similar projects.</li> <li>▪ A detailed Work Plan &amp; Methodology covering key aspects such as route planning, operating protocols, and strategies for managing special categories of patients (e.g., pregnant women, children, NCD cases).</li> </ul> <p><b>Demonstration of Digital Solutions/Application:</b> The bidder is required to conduct a demonstration of the following digital healthcare solutions-</p> <ul style="list-style-type: none"> <li>▪ Electronic Health Record (EHR) system, including ABDM M3 level integration for seamless data exchange.</li> <li>▪ Tracking of vehicles, with GPS integration for real-time tracking, including features like geo-fencing and a comprehensive dashboard for monitoring operations and key performance indicators.</li> </ul>	25	25	Technical Presentation and Demonstration of Application.
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		<ul style="list-style-type: none"> <li>A fully functional Management Information System (MIS) that enables real-time tracking of health service delivery, performance reporting to monitor and analyze health data efficiently</li> </ul>			
2.	<b>Technical Experience</b>	The bidder should have experience in managing Mobile Medical Vans (MMV), Mobile Medical Units (MMU), Mobile Health Units (MHU), Mobile Health Teams(MHT), Mobile Van Clinics(MVC), or Basic/Advanced Life Support (BLS/ALS) Mobile Teams within the last seven (07) years from the date of bid submission with the central/state government	10	2 to 3 years of experience: <b>2 marks</b> >3 to 4 years of experience: <b>5 marks</b> >4 years: <b>10 marks</b>	Contract/ Agreement/ Work Order/
		The bidder must have experience in providing Mobile Medical Vans (MMV), Mobile Medical Units (MMU), Mobile Health Units (MHU), Mobile Health Teams (MHT), Mobile Van Clinics (MVC), or Basic/Advanced Life Support (B/ALS) services to any State Government for a minimum period of minimum one (01) year under a single contract with the central/state government.	10	Fleet of <b>30 to 50</b> vehicles for MMU/MMV/ MHT/MHU/MVC/BLS/ALS: <b>2 marks</b> Fleet of 51 to 100 vehicles for MMU/MMV/ MHT/MHU/MVC/BLS/ALS: <b>5 marks</b> Fleet of more than 100 vehicles for MMU/MMV/ MHT/MHU/MVC/BLS/ALS Vehicles: <b>10 marks</b>	Contract/ Agreement/ Work Order/
3.	<b>Specific Experience of Public Healthcare Services<sup>#</sup> Provision</b>	The bidder should have an experience in executing one or more projects related to Public Healthcare Services with any Central/State Government	10	1 project of contract value at least 50 Crore: <b>2 marks</b> 2 projects of contract value at least 50 Crore: <b>5 marks</b> ≥ 3 projects of contract value at least 50 Crore : <b>10 marks</b>	Contract/ Agreement/ Work Order/
4.		The bidder must have provided a GPS-based	20	Fleet of 30 vehicles of MMU/MMV/	



	<b>Technology and Solution Experience</b>	technology solution for Mobile Medical Vans (MMV), Mobile Medical Units (MMU), Mobile Health Units (MHU), Mobile Health Teams (MHT), Mobile Van Clinics (MVC), or Basic/Advanced Life Support (BLS/ALS) mobile services in any Central/State Government health sector project		MHT/MHU/MVC/BLS/ALS: <b>5 marks</b> Fleet of up to 31 to 50 vehicles of MMU/MMV/ MHT/MHU/MVC/BLS/ALS: <b>10 marks</b> Fleet of 51 to 100 vehicles of MMU/MMV/ MHT/MHU/MVC/BLS/ALS: <b>15 marks</b> Fleet of >100 vehicles of MMU/MMV/ MHT/MHU/MVC/BLS/ALS: <b>20 marks</b>	Contract/ Agreement/ Work Order/
5.	<b>Experience in Digital Healthcare Technology Solutions<sup>##</sup></b>	The bidder must have experience in providing digital healthcare technology platform development, implementation, rollout, and support for large-scale State-level or National-level public health initiatives undertaken by Government bodies or UN Agencies. The minimum contract value should be of Rs. 1 Crore	20	1 Solution Platform: 5 marks 2 Solution Platform: 10 marks 3 Solution Platform: 20 marks	Contract/ Agreement/ Work Order
6.	Turnover	Average annual financial turnover of more than INR 20 Crore (INR Twenty Crores) in the last 03 (three) Financial Years (i.e., 2021-22, 2022-23 and 2023- 24)	5	INR 20 Crores – 25 Crores: 2 <b>marks</b> >25 Crores: 5 <b>marks</b>	Certificate issued by a statutory auditor/chartered accountant along with Audited Financial Statements confirming the Average Annual Turnover of the Bidder during the stated Financial Years must be submitted.
<sup>##</sup> Public Healthcare Services Means: Enabling/Providing any of Healthcare Services at the community level which includes medical service provision/medical consultatory services, healthcare screening, diagnostics,					

	medicine dispensing, outreach program, promotion of primary and preventive healthcare services/programs/schemes on behalf of Government.
	<p>## Each of Digital Healthcare Solutions and Technology platform shall have any of the five indicative features listed below for being eligible for the award of marks</p> <ul style="list-style-type: none"> <li>▪ Creation of ABHA ID</li> <li>▪ Telemedicine Consultation</li> <li>▪ Gathering Patient Information/Case Registration</li> <li>▪ Laboratory Management Information System</li> <li>▪ Surveillance Module</li> <li>▪ Clinical Decision Support System</li> <li>▪ Reproductive and Child Health Register</li> <li>▪ Anti Natal and Post Natal Care Services</li> <li>▪ Real time monitoring and Dashboard for KPIs</li> <li>▪ Issuance of Plan of Care/CPOE/E-Prescription:</li> </ul>

- **Step 2: Financial Bid:** QCBS method will be followed during the overall selection process. The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder's representatives. Financial Proposals of only those applicant Agencies who are technically qualified (i.e. obtain minimum 70 marks in Technical Evaluation) shall be opened. The financial bid will be opened only of the shortlisted/qualified bidders. Accordingly, the financial score (F) for each of these shortlisted/qualified bidders will be calculated. The lowest bidder would be awarded a financial score of 100. The Cumulative score (C) will be evaluated based on the following ratio 80 (Technical): 20 (Financial).
- ❖ Financial score (F): (Lowest price quote/Price quote of the bidder) \*100
- ❖ Cumulative score (C): {80 \*(T) + 20\* (F)}/100

The bidder getting highest Cumulative score (C) based on technical and financial evaluation will be awarded the contract. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the payment to the Agency including overhead expenses will be made.

#### **More details of the score calculation**

The combined score of the technical and financial evaluation of the technically qualified Proposers as per the eligibility criteria, shall be calculated as per the formula:

$$\text{Score (S)} = (\text{T/T High} \times 80) + (\text{C Low/C} \times 20)$$

where:

T = Technical evaluation score of the Proposer

T High = Highest Technical score amongst the Proposers

C Low = Lowest quote of financial Proposal amongst the Proposers

C = Quote of financial Proposal by the Proposer.

#### **For Illustration:**

Three Proposer(s) A, B and C, have applied for a particular assignment. Technical score shall be arrived at by treating the marks of the Proposer scoring the highest marks (assuming Proposer A) in the technical evaluation as 100. The technical score of other Proposers (B,C etc.) shall be computed using the formula:

$$\text{Technical Score} = \text{Marks of B/ Marks of the Highest Scorer (Assumed Proposer A)} \times 100.$$

Similarly, financial score of the Proposers, shall be arrived at taking the cost quoted by the L1 (Lowest Proposal quoted) Proposer i.e., let the lowest quoted Proposer be C, as 100. Marks of the other Proposers shall be calculated using the formula:

**Financial Score = Cost of L1 Proposer /Cost quoted by Proposer X 100.**

A "combined score" shall be arrived at, taking into account both technical and financial scores of each Proposer with a weightage of 80% for technical score and 20% for financial score. The successful Proposer shall be the one who has the highest combined score.

## **QCBS ILLUSTRATION**

### **1. TECHNICAL BIDS EVALUATION**

<b>Bidder details</b>	<b>Technical Mark Obtained</b>
Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

#### **1.1 QCBS Grading System**

<b>Grade</b>	<b>Range</b>	<b>Marks</b>
Outstanding	91-100	100
Excellent	81-90	90
Very Good	71-80	80
Good	61-70	70
Very Fair	51-60	60
Fair	41-50	50
Average	31-40	40
Below Average	21-30	30
Poor	11-20	20
Very Poor	1-10	10
Zero	0	0

### **2. Conversion of Technical Marks to Technical Score**

<b>Bidder details</b>	<b>Technical Score based on Grading System</b>
Bidder1	100
Bidder2	90
Bidder3	Rejected *
Bidder4	80
* Since the eligible technical score should be 70 & above, bidder 3 is rejected	

### **3. Financial Bid Evaluation**

<b>Bidder details</b>	<b>Financial Bid Amount</b>
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Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

#### 4. Conversion of financial bid amount to score

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	$100000/130000*100=76.92$
Bidder2	1,20,000	$100000/120000*100=83.33$
Bidder4	1,00,000	<b>100</b>
LFB = Lowest Financial Bid, F = Quoted Amount		

##### 4.1 Consolidated Technical & Financial Score

Bidder Details	Technical Score	Financial Score
Bidder 1	100	76.92
Bidder 2	90	83.33
Bidder 4	80	100

#### 5. Combined Technical and Financial Score (CTFS) With Weightage 80:20

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	$100*(80/100) + 76.92*(20/100)$	<b>95.4</b> (80+15.4)	L1
Bidder2	$90*(80/100) + 83.33*(20/100)$	<b>88.7</b> (72+16.7)	L2
Bidder4	$80*(80/100) + 100*(20/100)$	<b>84</b> (64+20)	L3

**Hence, Bidder 1, with the highest score of 95.4 becomes the successful Proposer.**

#### 3.4. Grant of Work Order

3.5.1 After selection, a work order (“**Work Order**”) will be issued, in duplicate, by CGMSCL to the Selected Bidder(s). The Work Order will be handed to the Selected Bidder or emailed or posted to the Selected Bidder’s address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Selected Bidder (s) shall, within 07 (Seven) working days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. Thereafter, the Selected Bidder will enter into a Contract with CGMSCL (“**Selected Agency**”) and shall work in accordance with the Scope of work mentioned in the RFP

3.5.2 The issue of the Work Order accepting the Selected Bidder’s Proposal by CGMSCL and the acceptance of the Work Order by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfil the conditions as specified in this RFP and the Work Order, including

the execution of the Contract within the prescribed time, all to the satisfaction of CGMSCL

- 3.5.3 In the event the duplicate copy of the Work Order duly signed by the Selected Bidder (s) is not received by the stipulated date, CGMSCL may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Selected Bidder(s) as mutually agreed genuine pre-estimated loss and damage suffered by CGMSCL on account of failure of the Selected Bidder(s) to acknowledge the Work Order
- 3.5.4 Additionally, non-acceptance of the Work order by the Selected Bidder within the time prescribed therein shall lead to forfeiture of the Earnest Money Deposit of such Selected Bidder and thereafter, CGMSCL shall be free to award the Project to the next Bidder in sequence, or to proceed in the manner as considered in the best interest of CGMSCL, at the sole discretion of CGMSCL

## **SECTION 4. SCOPE OF WORK**

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The primary responsibility of the service provider is to ensure the procurement, deployment, and management of Mobile Medical Units (MMUs) to serve population residing in inaccessible areas in identified districts. The MMUs will deliver primary healthcare services to these communities as outlined below.

### **4.1. MMU Operations**

- **Health Camp:** Each MMU will conduct health camps at the hamlet level for a minimum of 26 days per month. A pre-agreed roster covering all hamlets each month will be jointly drawn by the selected agency and the concerned district nodal officer, nominated by the CM&HO of the district.
- **To minimize travel time,** MMUs should be stationed near healthcare facilities close to the hamlets
- **Service Hour:** MMUs will provide services for at least 6 hours per day or until the last registered patient is examined, excluding travel time.
- **Camp Frequency:** Up to two camps may be held per day if the population in the hamlets is small.
- **Patient Coverage:** MMUs should serve a minimum of 20 outpatients per day or ensure the saturation of healthcare services for all family members in the visited hamlets, whichever is lower.
- **Non-motorable Areas:** In hamlets inaccessible by motorable roads, MMU staff must arrange alternative transportation to ensure healthcare service delivery at the doorstep.
- **Diagnostic Service:** A minimum of 10 investigations per day for non-communicable diseases (NCDs) must be conducted using point-of-care technology.
- **Patient Referrals:** Ensure appropriate referrals as per criteria
- **MMUs must not leave any camp until the last registered patient is examine**
- **IEC:** The service provider must display approved IEC materials through audio-visual aids during camps.
- **Record Keeping and Documentation:** All relevant records, including OPD slips, stock registers, and lab reports, must be maintained by the service provider. Data must be regularly entered into the department's portal or a web portal created and maintained by the agency for MMU monitoring, as directed by the department.

### **4.2. Minimum Services**

#### **4.2.1 Curative services**

- Treatment of minor ailments, including skin diseases, minor surgical procedures / dressing and suturing
- First aid and referral for Accident/ animal / snake bite cases,
- Identification and referral of complicated cases requiring facility-based management.
- Early detection and primary treatment /referral of TB, Malaria, Leprosy, sickle cell etc. and other locally endemic communicable diseases and non-communicable diseases such as hypertension, diabetes, cataract cases, mental illness, tobacco related illnesses and injuries, Common cancers (Breast and Oral), cardiovascular diseases etc.
- Elder people should get treatment on priority basis even special camp should be arranged.

#### **4.2.2 Reproductive and Child Health Services**

- Ante-natal services e.g. injection tetanus toxoid, iron and folic acid tablets, basic laboratory tests such as hemoglobin, urine for sugar and albumin and referral for other tests as may be required.
- Identification and referral of complicated pregnancies (including conducting deliveries in exceptional cases)
- Post-natal checkup of women and children
- Ensure coordination with multipurpose center for anti-natal and other services.
- Identification of unimmunized children and their vaccination for left / missed doses and /or administration of Vitamin A dose (District CM&HO will help to provide cold chain boxes for the same for cold chain maintenance).
- Screening of children for identification of malnutrition and their counseling and referral (where needed); and Treatment of common childhood illness such as diarrhea, ARI/Pneumonia, complication of Measles, Asthma etc.

#### **4.2.3 Family Planning Services**

- Counseling for spacing methods available.
- Distribution of condoms, oral contraceptives and emergency contraceptives etc as per the need

#### **4.2.4 Diagnostic Services**

- All tests which can be done with the semi-auto analyzer such as- Hemoglobin, blood sugar, liver function test, renal function test, Lipid profile.
- All tests which can be done with cell counter such as- Complete cell count (CBC), VDRL (rapid test kit method) etc. Urine examination for sugar and albumin.
- Malaria test, HIV, Dengue (rapid test kit method)
- Sickle-cell solubility / POC test.
- Screening, suspected examination & referral for TB, Leprosy testing etc.
- Screening of diabetes, HTN and cancer. Screening, Suspected examination & referral for COPD, TB, Post TB, Cardiovascular Disease, Leprosy testing etc. Screening of diabetes, HTN and cancer- breast and oral
- Blood Sample may be collected for other blood test, if required

#### **4.2.5 Referral Services**

- The agency shall ensure referral services to the beneficiaries to avail benefits under different health schemes like, PMJAY/ / RBSK/ Saheed Veer Narayan Singh Ayushman Swasthya Yojna or any other similar scheme launched in near future and make sure to maintain their records for follow – up.
- No patient will be referred to any private medical establishment either formally or informally. The patients shall be referred only to the Government facilities.
- The service provider shall undergo Quarterly Referral Audit by any agency as decided by the authority. The service provider shall provide complete support & information during audit. the Department of health & Family Welfare have the authority to do any periodical or specific audit/ Inspection as and when required without any prior information.

#### **4.2.6 IEC/BCC**

- Service provider shall distribute/ display IEC material approved by State / district authority from time to time.
- Service provider shall do BCC activities in the hamlet / habitations where camps are

held as mandated by District CM&HO

- Branding of vehicle as per specification provided by department.

#### **4.2.7 Digital Healthcare Solutions Platform**

- Deploy Digital Healthcare Solutions in the MMU. The solution which could be used for providing public healthcare services at rural / tribal areas, where access to health care facilities is limited. The indicative features of the Healthcare Solution Platform are (list is not exhaustive)
  - Creation of ABHA id
  - Patient Registration
  - Capturing patient complaints
  - Storage and retrieval of patient health records using unique id
  - Ability to integrate with health care systems available in the state
  - Referral mechanism and tracking
  - Issuance of plan of care/ CPOE/ E-prescription
  - Facility for telemedicine consultation with remote doctors

#### **4.2.8 Integrated Management Information System**

- Develop a unified platform for Mobile Medical Units (MMUs) to track patient treatments, vehicle maintenance, villages served, and total distances covered. The indicative functionalities of the MIS could be-
  - MIS System for monitoring the daily attendance of staff
  - No of Patients treated in a day by one MMU and all MMUs
  - Movement vehicles in real time
  - Diagnostics tests performed per MMU per day
  - Medicine dispensed per MMU per day
- Centralized monitoring and real-time data integration will enhance government administrative processes.

#### **4.2.9 GPS based Technology Solutions**

- GPS integration accurately tracks vehicle location and movement in real-time, providing instant updates for prompt decision-making.
- Geo-fencing establishes virtual boundaries to monitor vehicle movements within specific areas.
- Route optimization analyzes traffic patterns to suggest efficient paths, while alerts and notifications ensure adherence to schedules.
- Vehicle tracking ensures efficient route management and timely service delivery by continuously monitoring MMU/MHT vehicles.
- Indicative Features of GPS solution are:
  - Locate nearest dispensary/ CHC/hospital from the MMU location
  - To comply the route of the MMU with approved plan
  - Cut the response time in the golden hours
  - Effectively verify driver/MMU locations
  - Monitor the MMU speeding to improve the safety of MMU and it's crew
  - Ensure that the drivers are assigned to base locations

#### **4.2.10 Other Important Instructions**



- The vehicles provided shall be new and compliant with recent motor vehicle guideline with following minimum standard.
- The proposed vehicles should be new during start of the project. In case it is found violated at any point of time, than as per penalty clause service provider will penalize and service provider's responsibility to replace vehicle immediately with new one The vehicle should be as per specification mentioned in Annexure- 10
- The vehicle should be fabricated as per specification mentioned in Annexure 10. The Service Provider shall ensure deployment of human resource as stipulated in Annexure -12. MMU The Service provider Shall not refer patients to Private Hospitals, else strict action will be taken.
- Shall not take money or any form of benefits from patient in leu of services provided.
- Shall not share any information without permission of CM&HO/ Department of Family Welfare, Govt. of Chhattisgarh
- Should not be involved in any criminal/ unethical activities.
- Shall not consume or promote tobacco/ alcohol or any substance use while on duty and does not misbehave with patient, communities and Departmental staff.
- Shall not advise any practices that are contradictory to their social culture and value systems.
- Should have minimum number of equipment, as enlisted in **Annexure-13**. Apart from suggested list the Service provider can have additional equipment if so desired.
- Necessary drugs & consumables is to make available during camps in coordination with District Health Society.
- Should have required quantity of fuel on day-to-day basis and other necessities/maintenance of MMU is done to carry out operations on regular basis.
- The Service provider shall follow the Service Plan/Route plan/Calendar for MMU as approved by the CM&HO before the commencement of the month. CM&HO shall decide the weekly off- day on which no service would require to be provided. That day could be used for maintenance, refilling and reporting purposes. In exceptional circumstances, the competent authority can cancel/ reschedule the weekly off day.
- The service provider shall submit data to the CGMSCL/District /NHM-CG every month of the service agreement list or any modification as directed.
- The service provider would ensure adherence to motor vehicle act for the MMU and maintain the same throughout the period.
- The logbook of movement of the MMU shall be maintained by the MMU driver and supervised by the Medical Officer in charge of the MMU. Logbook shall be made available for verification by the any authority nominated by CM&HO. The Agency shall ensure the vehicles fitted with GPS based location tracking system to enable real time tracking and shall provide necessary infrastructure at CM&HO office.
- Service provider shall communicate the names and addresses of the Team managing a particular MMU during the period of agreement and any change in the composition of the team must be intimated to the authority nominated by CM&HO of the respective district. The names and designation of human resources working in the MMU at any point of time must also be displayed prominently on the MMU.
- The responsibility of protecting MMU staff against HIV and other infectious diseases

shall be the responsibility of Service Provider and the Service Provider shall in no way hold the CHHATTISGARH MEDICAL SERVICES CORPORATION LIMITED responsible if its staff is exposed to such diseases during the operation of MMU.

- The Service provider will also comply with confidentiality and privacy laws including patient details.
- All records maintained by the Service provider regarding operations of MMUs will be made available to any government authority including audit on demand.
- Requirements of any Act promulgated by the Central/ State Law will have to meet by the service provider. Details as required under RTI should be notified in the MMU
- After completion of services at a predetermined site, the Service Provider shall ensure cleanliness of the premises where the camp was organized before vacating the camp site. No waste shall be disposed at the camp site. All bio medical waste and general waste shall be disposed of at the nearest govt. health facility (PHC/UPHC/CHC/DH).
- The date, day and timing of the MMU should be clearly displayed at the camp site through banner/flex.

#### **4.3. Facility Design inside MMU**

- The mobile medical unit will have to be fabricated as per the specification at **Annexure 10**. The fabrication design for the cabin should provide space for the following.
  - OPD station for the doctor.
  - ANM /GNM station (ANC /PNC counter),
  - Facility for safe drinking water & hand washing
  - Required lab equipment Auto analyzer and a microscope, both mounted / fixed in a manner that they are well protected from possible shocks / bumps during travel,
  - Nearest Government Healthcare Facility/Warehouse shall provide Medicines & Consumables to the MMU after submission of indent. The MMU should receive the requisite drugs and supplies to be sourced/ refilled from the nearest facility/ warehouse.
  - A registration – cum – medicine dispensing window / counter fitted with lap-top/tablet,
  - Space for storing medicines, cold box (vaccines) and folding tables / chairs, collapsible / foldable awnings mounted on top of the cabin opening on both sides of the vehicle to provide protection against direct sun-light (in summers) / rain to the customers / users of the services.
  - Laptop/tab for online reporting and GIS enables interface.
  - GPS/AVLT for vehicle tracking and route monitoring.
  - All equipment on board has to be functional during the camp with an alternative source of power supply.
  - The MMUs will be fabricated on new vehicles; used vehicles (with or without a fabricated cabin) will not be acceptable.
  - The Agency will have to get the vehicles fitted with GPS based location tracking system to enable real time tracking. A dashboard for tracking MMUs has to be provided to the department by the agency.
  - Agency will provide necessary technology support for any teleconsultation services

provided by specialists as approved by the State Health Society.

#### **4.4.Miscellaneous**

- Each Mobile Medical Unit (MMU) will hold habitation level health camps for at least 26 days in a month as provided by CM&HO. The duration of camp(s) in a day will be at least for 6 hours with flexible time schedule as per the availability of beneficiary
- In case the MMU damaged/ breakdown for more than 3 days the service provider has to deploy backup vehicle.
- The Agency will have to develop/ sync data on a system for daily on-line reporting of the work done; the State HMIS agency will provide the framework for establishing this system. The system shall be connected to the website of Department of Health and Family Welfare. The Service provider shall provide necessary hardware & software like laptop/tablet, internet, Biometric attendance system etc. in the MMU to update this information.
- Providing insurance cover to the vehicles and MMU staff etc. will be the responsibility of the Agency.

## **SECTION 5. PAYMENT TERMS**

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### **5.1 Invoicing and Payment**

#### **5.1.1 Invoicing (General)**

- (a) Prices (inclusive of all taxes), to be charged by the Selected Agency for provision of services in terms of the Contract shall not vary from the prices agreed upon in the Financial Proposal/ Contract
- (b) Apart from finalized reimbursable operational cost, no separate payments to be made for reagents/consumables being supplied, manpower to be deployed, transportation cost (vehicle, fuel, repair, maintenance etc.) for the population at community level with the help of the Selected Agency. The cost for the same shall be borne by the Selected Agency and has to be accounted for in the Financial Proposal
- (c) The Selected Agency shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for performing proper and efficient working of the Project during Contract Period. The cost for the same shall be borne by the Selected Agency and has to be accounted for in the Financial Proposal
- (d) Invoices for payment for each month to be submitted by 10<sup>th</sup> (tenth) day of the next month
- (e) The payment will be subject to deduction of taxes at source (TDS) as per Income Tax Rules/ GST [(“**Goods and Service Tax**”) if applicable] and other statutory deductions as per Applicable Laws
- (f) All the remittances due to the Selected Agency shall be remitted to the bank account of the Selected Agency as per the details provided at the time of signing of the Agreement for all payments relating to monthly reimbursement of the invoices or any other payments related to the Project that shall become due in favour of the Selected Agency.
- (g) All the payments will be made in Indian Rupees (INR) only
- (h) Payments shall be subject to deductions of any amount for which the Selected Agency is liable as per the penalty clauses set out in the RFP document/Contract

### **5.1.2 Invoicing**

- (a) The CM&HO of the concerned district will verify the work done by Mobile Medical Unit. Service provider will submit invoice to the NATIONAL HEALTH MISSION, CHHATTISGARH verified by concern nodal officer/Authority on monthly basis. The Ninety (90) Percent payment to the Service Provider of MMU will be released by NATIONAL HEALTH MISSION, CHHATTISGARH on a monthly basis against bills submitted for the services offered, Penalty shall also be imposed as per Penalty clause.
- (b) Along with work, following verified documents need to submit with invoice-
- (c) Previous months' payment slips/ECS of human resources deployed.
- (d) Payment of the balance Ten (10) Percent of the amount shall be made on the basis of verification by the authority.
- (e) The vendor has to ensure compliance to the minimum wages as per the act for the human resources employed in the project.
- (f) After the Satisfactory and successfully completion of first year (12 month) of the project the revision of reimbursable operational cost annually shall be given as per the clause 3.3. of the RFP (The first month of the project will be the month from which all the 57 MMUs are operational for the purpose of increment). The performance security in the form of bank guarantee shall be revised in accordance with the applicable guidelines.
- (g) In case of retesting for equivocal/ inconclusive results, no amount will be payable for retesting of the screened member
- (h) Operational expenditure shall include the costs for all the services provided by the Selected Agency as mentioned in the Scope of Work section and any other pre-approved written expenses
- (i) Invoice in 03 (three) copies with requisite documents/proofs to be submitted to CGMSCL. Documents/ proofs to be submitted by the Selected Agency shall include:
- (j) The Selected Agency must provide additional/ supplementary documents for verification of the invoices to CGMSCL, if required from time to time.
- (k) The process of monthly invoice submission and verification shall be as follows:

### **5.2 Disputed Invoice**

- (a) In case of a dispute on the invoice amount, or any other payment related matter; such matter shall be discussed with NHM-CG/CGMSCL and/ or any other authority designated by the CGMSCL. In such cases, the Selected Agency, shall produce requisite supporting documents, communications, acknowledgement of NHM-CG/CGMSCL, etc. to support the disputed Invoice amount, or any other payment related matter; however, the decision of the CGMSCL in this matter shall be considered as final
- (b) Any dispute or difference or claim arising out of or in relation to the terms of the RFP, will be settled by reaching a mutual understanding and amicable settlement between the parties

## SECTION 6. KPIs AND PENALTY

The Key Performance Indicators (“KPIs”) below defines the terms of the Selected Agency’s responsibility in ensuring the timely delivery of the SOW, quality of deliverables and other aspects of selection as per the RFP. The KPIs mentioned below are not exhaustive and any addition/ deletion to this list of KPIs shall be with the mutual consent of both Nodal, CGMSCL and the Selected Agency.

### 6.1 KPIs and Penalty

#### Operational Parameters/ Implementation Activity /Penalties

Description of Key Performance Indicator	Penalty
6.1.1 Deployment of MMU As per schedule	Rs.1000 per vehicle per day shall be levied as penalty for non-adherence to the time schedule for deployment of MMU.
6.1.2 Replacement of MMU after 2.5 Lakhs Km of travel distance.	The penalty for such instances of non-replacement shall be charged at the rate of 10% of the invoice raised for the particular MMU per month and 20% for the second month and so on, Till the penalty is 50%, a notice shall be given. After 3(three) such notices the contract agreement will be terminated.
6.1.3 In case the MMU damaged/ breakdown, for reasons which are beyond the control of service provider like accidents, natural calamities for more than 3 working days –the service provider has to deploy backup vehicle	Failing in provision of backup or more than 2 working weeks vehicle penalty of Rs. 5000 per week per vehicle.
6.1.4 The services of MMU shall be taken as 100% if they fulfill the required scope of work i.e. Minimum 26 days for 6 minimum 6 hours and to be calculated monthly. Only 4 days allowed per MMU per month for weekly off/ servicing & maintenance.	

#### Note:

- CGMSCL shall recover penalties/liquidated damages at first instance from the amount due to the Selected Agency in the billing month, then the invoices of the subsequent month and thereafter, from the Performance Security furnished by the Selected Agency
- These penalties will be monitored and deducted for the entire duration of the Contract on a monthly basis. KPI adherence will be monitored on monthly basis by CGMSCL or authorized officer(s) or representative and/ or any third party and, also with incorporation of feedback from the CMHOs
- The maximum monthly penalty that maybe imposed on the Selected Agency shall be capped at 10% (ten per cent) of the total monthly billing amount

### 6.2 Penalty

The following penalties shall be levied on the Service Provider for the defaults on the part Service Provider:

No.	Default	Penalty
1	Default on route chart without approval of CM&HO	50% of each trip cost default where trip cost shall be calculated on the basis of a quoted monthly price/26 days.
2	Default on minimum run of 26 days a month	100% of each trip cost default where trip cost shall be calculated on the basis of a quoted monthly price/26 days.
3	Non- Compliance to basic minimum qualified staff	Penalties Rs. 1000/- per absentee staff per MMU per day shall be deducted from bills. Penalties for doctor- INR 5000/day per MMU shall be deducted.
4	Penalty for non-functional GPS	Rs. 500/- per day per MMU in which the GPS is non-functional.
5	Log Book is not maintained	Rs. 1000/- per day per MMU in which the log book is not maintained.
6	Non-functional equipment in MMU	Rs. 500/- per nonfunctional equipment per day. The status of all equipment shall be certified daily by district Nodal officer and weekly by CM&HO. Equipment functional report shall be available on web portal provided by Selected Agency.
7	Difference in submitted report and physical verification	In case of difference/ complain of non-compliance to services agreement notice will be issued to the agency. If the conditions do not improve or comply to instruction after 3 notices contract shall be terminated.
8	Violation of any other mandatory requirements like, as mentioned in clause	Penalty Rs. 1000 per incident per day.
9	Amount deductible for every shortfall of 3 working days due to breakdown, maintenance.	<p>A. Agreed per day rate on 26 days in a month basis X 1.5 (100% Achievement average 20 patients and 10 diagnostic investigation per camp)</p> <p>B. Agreed per day rate on 26 days in a month basis X 1.75 (90-100% Achievement shortfall in average 20 patients and 10 diagnostic investigation per camp).</p> <p>C. 80-90% Agreed per day rate on 26 days in a month basis X 2 (80-90% Achievement shortfall in average 20 patients and 10 diagnostic investigation per camp)</p>

## **SECTION 7. GENERAL TERMS OF RFP**

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### **7.1 Period of Contract**

The Contract will be signed with the selected bidder (the “**Selected Bidder**”) for a period of 03 (three) year (“**Contract Period**”).

### **7.2 Performance Security**

7.2.1 The Performance security equivalent to 5% (five percent) of the total Project cost (“**Performance Security**”) shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP.

7.2.2 The Performance Security shall be retained by CGMSCL for at least the duration of the Project or as specified in the RFP. It will be released 60 (sixty) days after the successful completion of the Project. The Selected Agency shall be required to submit a request in writing to CGMSCL (post completion of 60 (sixty) days) for the return of Performance Security. On receipt of such letter CGMSCL shall process the request within 30 (thirty) days and return the Performance Security upon being satisfied that there has been due performance of the obligations of the Selected Agency under the Contract. However, no interest shall be payable on the Performance Security

7.2.3 The Performance Security may be invoked on violation of any of the conditions given below:

7.2.3.1 The Selected Agency is not able to deliver services as per KPIs as set out in the Contract

7.2.3.2 The Selected Agency or its employee(s) is involved in any unlawful activity during its engagement with CGMSCL

7.2.3.3 In case Selected Agency fails to comply with approved Exit Management Plan

7.2.4 The Selected Agency shall keep the Performance Security replenished at all times. Such replenishment may be required if CGMSCL has withdrawn/ deducted from the Performance Security owing to a default and the replenishment shall have to be done by the Selected Agency within 30 (thirty) working days of the withdrawal by CGMSCL from the Performance Security. Failure to do so on part of the Selected Agency shall result in an event of default by the Selected Agency

### **7.3 Confidentiality**

7.3.1 This document is meant for the specific use by such parties who are interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Chhattisgarh Medical Services Corporation (CGMSCL) expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information

7.3.2 The Bidders shall be held responsible for any misuse of information contained in the document,



and liable to be prosecuted by CGMSCL in the event that such a circumstance is brought to the notice of CGMSCL. By downloading/purchasing the document, the interested party is subject to confidentiality clauses

- 7.3.3 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CGMSCL in relation to, or matters arising out of, or concerning the Selection Process. CGMSCL will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. CGMSCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or CGMSCL or as may be required by law or in connection with any legal process
- 7.3.4 The Selected Agency shall comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government /State Government/ MoHFW/ NHM-CG/CGMSCL in connection to protection of data privacy and confidentiality as applicable on the Project

#### **7.4 Interference with Tender Process**

For a Bidder who withdraws from the Tender Process after opening of Financial Proposal / withdraws from the Tender Process after being declared the Selected Bidder / fails to enter into Contract after being declared the Selected Bidder / fails to provide Performance Security or any other document or security required in terms of the RFP document after being declared the Selected Bidder, without valid grounds, shall, in addition to the recourse available in the RFP document or the Contract, EMD submitted shall be forfeited

#### **7.5 Fraud and corrupt practices**

- 7.5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, CGMSCL will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, CGMSCL will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to CGMSCL for, *inter alia*, time, cost and effort of CGMSCL, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal
- 7.5.2 Without prejudice to the rights of CGMSCL under this Clause 7.5, hereinabove and the rights and remedies which CGMSCL may have under the Work Order or the Contract or otherwise, if a Bidder or Selected Agency, as the case may be, is found by CGMSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Contract, such Bidder or Selected Agency shall not be eligible to participate in any tender issued by CGMSCL during

a period of 3 (three) years from the date such Bidder or Selected Agency, as the case may be, is found by CGMSCL to have directly or through an agent, engaged or indulged in any Prohibited Practices

7.5.3 For the purposes of this Clause 7.5.2 hereinabove, the following terms shall have the meaning hereinafter respectively assigned to them:

7.5.3.1 **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CGMSCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the Work Order or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of CGMSCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of CGMSCL in relation to any matter concerning the Project;

7.5.3.2 **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

7.5.3.3 **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

7.5.3.4 **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by CGMSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

7.5.3.5 **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

## **7.6 Debarment from Bidding**

7.6.1 If CGMSCL finds that a Bidder has breached the code of integrity prescribed in Clause 7.5 hereinabove, it may debar the Bidder for a period of 3 (three) years

7.6.2 Where the entire EMD or the entire Performance Security or any substitute thereof, as the case may be, of a Bidder has been forfeited by CGMSCL in respect of the Selection Process or procurement Contract, the Bidder shall be debarred from participating in any Tender Process undertaken by CGMSCL for a period of 3 (three) years.

7.6.3 CGMSCL shall not debar a Bidder under this section unless such Bidder has been given a reasonable opportunity of being heard

## **7.7 Language**

- 7.7.1 Bidder shall deliver all Bidding documents in English language only.
- 7.7.2 If any other documents submitted as part of the Proposal are in a language other than English or Hindi, the Bidder shall submit an English translation for the same, which is duly attested and notarized as per Applicable Laws along with the copy of the original document. For all purposes of evaluation of the Proposal, the translation provided in English shall prevail.
- 7.7.3 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Selected Bidder/Agency and CGMSCL, shall be written in English or Hindi language only
- 7.7.4 All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English and/or Hindi language, as applicable

## **7.8 Taxes and Duties**

- 7.8.1 All relevant/applicable taxes (as may be revised), duties, license fee and levies shall be included in Financial Proposal price
- 7.8.2 TDS, if applicable for any tax, shall be deducted as per law in force during the tenure of the Contract

## **7.9 Failure to agree with the “Terms and Conditions” of the RFP/Contract**

Failure of the Selected Bidder(s) to agree with the terms and conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the Proposal or the award. In such circumstances, CGMSCL would reject the Proposal and forfeit the Earnest Money Deposit as specified in this RFP document

## **7.10 No Partnerships**

Nothing contained in this RFP/Contract shall be construed or interpreted as constituting a partnership between CGMSCL and the Selected Agency

## **7.11 Signing of Contract**

The Selected Bidder shall execute the Contract within 1 (one) month from the date of Work Order with CGMSCL as per the Master Concessionaire/Service Agreement. In exceptional circumstances, on request of the Selected Bidder in writing for extension, MD- CGMSCL reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued shall also be applicable for the Contract.

## **7.12 Contract Documents**

Subject to the order of precedence set forth in the Contract, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory

### **7.13 Execution of Contract**

During the Contract Period, the Selected Agency will work closely with CGMSCL and will perform the activities as per the Scope of Work. In case of poor performance, or unjustified and repeated delays in execution and implementation of the Project, CGMSCL will issue a notice in writing to the Selected Agency. If the Selected Agency fails to provide an explanation or resolve the issues raised within time allotted, then CGMSCL shall be entitled to terminate the Contract. In this case, the Performance Security shall be forfeited

### **7.14 Costs of Signing**

The Selected Agency shall bear all the costs related to the signing and registration of the Contract between CGMSCL and the Selected Agency including but not limited to stamp duties and registration charges

### **7.15 Monitoring of Contract**

7.15.1 CGMSCL shall designate a Nodal or authorized officer(s) or representative and/ or any third party for monitoring of the Project and delivery of the services under this Contract.

7.15.2 If delay in delivery of service is observed, a performance notice would be given to the Selected Bidder/Agency to speed up the delivery. Any change in the constitution of the Selected Bidder/Agency (as the case may be) etc. shall be notified forth with by the Selected Bidder/Agency in writing to CGMSCL and such change shall not relieve Selected Bidder/Agency, from any liability under the Contract.

### **7.16 Reporting**

All correspondences by the Selected Agency shall be addressed to the Managing Director of CGMSCL. However, on a regular basis, the Selected Agency shall be in contact with the designated staff of CGMSCL for day-to-day requirements for implementation of the Project.

### **7.17 Copyright**

The copyright in all materials containing data and information furnished to the Selected Agency herein shall remain vested in CGMSCL, or, if they are furnished to CGMSCL directly or through the Selected Agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **7.18 Responsibility for accuracy of Project documents**

The Selected Agency shall be responsible for accuracy of the contents of all outcome reports and prescribed Project documents prepared and submitted to CGMSCL, as a part of these services. The Selected Agency shall indemnify CGMSCL against any adverse outcomes attributable to inaccuracies in the defined scope of work, which might surface and arise during the implementation of the Project.

## **7.19 Recoveries from Contracted Agency**

7.19.1 Recovery of liquidated damages shall be made from monthly invoice payment to be made to the Selected Agency.

7.19.2 In the event of default, CGMSCL shall recover liquidated damages at the first instance from the payment due to the Selected Agency in the relevant billing month. In the event of the subsequent default, CGMSCL shall recover the liquidated damages from the invoices of the subsequent month(s). Without prejudice to its other rights and remedies hereunder or in law, CGMSCL shall be entitled to encash and appropriate the amounts due and payable as liquidated damages from the Performance Security as damages for such default by the Selected Agency under and in accordance with the provisions of the Contract. If liquidated damages or any other payment recovered from Performance Security, then the Selected Agency is required to replenish the Performance Security to make it to its original amount within 30 (thirty) working days from such deductions. The balance, if any, shall be demanded from the Selected Agency and when recovery is not possible, CGMSCL shall take recourse to law in force.

## **7.20 Force Majeure (“Force Majeure”)**

7.20.1 Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to acts of God, Governmental restrictions or instructions, natural calamities or catastrophes, epidemics or disturbances in the country.

7.20.2 Force Majeure shall not include,

7.20.2.1 any event which is caused by the negligence or intentional action of a party or by or of such party's agents or employees; nor,

7.20.2.2 any event which a diligent party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

7.20.3 A party affected by an event of Force Majeure shall immediately notify the other party within 7 (seven) working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

7.20.4 The failure of a party to fulfill any of its obligations under the Work order/ Contract shall not be considered to be a breach of, or default under the Work Order/ Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event,

7.20.4.1 has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Work Order/ Contract; and

- 7.20.4.2 has informed the other party within 7 (seven) working days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and,
- 7.20.4.3 the manner in which Force Majeure event(s) affects Party's obligation(s) under the Work Order/ Contract.

## **7.21 Events of Default and Termination**

### **7.21.1 Agency Events of Default**

- 7.21.1.1 The Selected Agency has failed to replenish the Performance Security within 30 (thirty) working days of the encashment by CGMSCL of the earlier Performance Security;
- 7.21.1.2 The Selected Agency has abandoned the Project for a period of more than 30 (thirty) days;
- 7.21.1.3 Any representation made or warranty given by the Selected Agency under the RFP/Contract is found to be false or misleading;
- 7.21.1.4 The Selected Agency has unlawfully repudiated the Contract or has otherwise expressed an intention not to be bound by the Contract;
- 7.21.1.5 The Selected Agency is in material breach of any of its obligations as mentioned in the RFP/ Contract;
- 7.21.1.6 Any other instance explicitly mentioned in the RFP/ Contract as having constituted an event of default

### **7.21.2 Termination for Default**

- 7.21.2.1 CGMSCL may, without prejudice to any other remedy for breach of Contract, by written 30 (thirty) days' notice of default send to the Selected Agency, terminate the Contract in whole or part if the Selected Agency fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by CGMSCL pursuant to conditions of the terms and conditions set out in the Contract or if the Selected Agency fails to perform any other obligation(s) under the Contract.
- 7.21.2.2 In event of termination resulting under the aforesaid Clause 7.22.2, CGMSCL shall be liable to make no payments in favor of the Selected Agency; however, CGMSCL will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Selected Agency.
- 7.21.2.3 In the event that CGMSCL terminates the Contract in whole or in part, pursuant to the terms and conditions set out in the Contract, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Selected Agency shall be liable to pay CGMSCL for all costs and expenses relating to procurement of such similar systems or services. However, Selected Agency shall continue the performance of the Contract to the extent not terminated.

### **7.21.3 Termination for Insolvency**

CGMSCL may at any time terminate the Contract by giving a written notice of at least 30 (thirty) days to the Selected Bidder/Agency, if the Selected Bidder/Agency becomes bankrupt

Chhattisgarh Medical Services Corporation Ltd

or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder/Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CGMSCL.

#### **7.21.4 Termination for Convenience**

Either Party, by giving 30 (thirty) days' written notice sent to the other party may terminate the Contract, in whole or in part at any time. The notice of termination shall specify that termination is for convenience, the extent to which performance under the Contract is terminated and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by Selected Agency would be paid by CGMSCL.

#### **7.21.5 Termination for Force Majeure**

In event that a Force Majeure event continues for 90 (ninety) days and/or CGMSCL or the Selected Agency does not see any feasibility of continuing the Project due to a Force Majeure event, then CGMSCL may, on expiry of 90 (ninety) days or at any period before that in event of no foreseeability of Project, issue a termination notice to the Selected Agency, terminating the Contract with immediate effect. The Selected Agency shall be awarded 30 (thirty) days to complete any pending activities and clear the premises if any provided by CGMSCL. Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Selected Agency by CGMSCL.

#### **7.22 Premature Termination of Contract**

In the event of premature termination of the Contract by CGMSCL on the instances other than non-fulfillment or non-performance of the contractual obligation by the Selected Bidder/Agency, the balance remaining payments as on the date of termination shall be released within 06 (six) months from the date of such termination.

#### **7.23 Continuity of Operations**

In case of termination, the Selected Bidder/ Agency will continue operations on existing terms and conditions as mentioned in the Exit Management Plan from the date of termination till the date of handing over of complete operations including assets owned by CGMSCL to the next service provider or taking over of complete operations by CGMSCL itself, whichever is earlier. All assistance shall be provided by the existing Selected Agency in handing over of all assets, policy documents, SOPs etc. to next service provider without any extra cost on behalf of CGMSCL.

#### **7.24 Indemnity**

- 7.24.1 The Selected Agency shall at all times indemnify and keep indemnified CGMSCL against all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation (a) related to or arising out of, whether directly or indirectly, (i) a breach by the resources appointed by or through the Selected Agency of any obligations specified in relevant clauses hereof; (ii) negligence, reckless or otherwise wrongful act or omission of the resources appointed by or through the Selected Agency including professional negligence or misconduct of any nature whatsoever in relation to services rendered by them;

- 7.24.2 The Selected Agency shall at all times indemnify and keep indemnified CGMSCL against all claims/damages etc. for any infringement of any Intellectual Property Rights (“IPR”) while providing its services under the Project.
- 7.24.3 The Selected Agency shall at all times indemnify and keep indemnified CGMSCL against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Selected Agency’s employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Selected Agency or its employees.
- 7.24.4 The Selected Agency shall at all times indemnify and keep indemnified CGMSCL against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Selected Agency, in respect of wages, salaries, remuneration, compensation or the like.
- 7.24.5 All claims regarding indemnity shall survive the termination or expiry of the Contract.

## **7.25 Severability**

If for any reason whatsoever any provision of this RFP is invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as nearly as is practicable. Provided that the failure to agree upon any such provisions shall not be subject to dispute resolution under this RFP or otherwise.

## **7.26 Notices**

Unless otherwise stated, notices to be given under this RFP/ Contract including but not limited to notice of waiver of any term, breach of any term of this Contract and termination of this Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

**To CGMSCL:**

Managing Director, Chhattisgarh Medical Services Corporation,  
C.G. Housing Board, Commercial Complex, 4th Floor, South East Corner,  
Sector-27, Atal Nagar, Nava Raipur (C.G.) – 492015

**To the Selected Agency: (In case of Sole Bidder)**

Or such address, telex number or facsimile number as may be duly notified by the respective parties from time to time and shall be deemed to have been made or delivered. In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.



## **7.27 Modification of Contract**

The Agreement, to be signed between CGMSCL and the Selected Agency, may be supplemented, amended, or modified only by the mutual agreement of the parties. No change, modification, addition, supplement or amendment to the Agreement shall be valid and binding unless in writing and signed by all parties thereto.

## **7.28 Settlement of Dispute**

7.28.1 In case of any dispute the Selected Agency will at first, attempt in good faith to resolve any dispute initially through mutual understanding and amicable settlement with CGMSCL and/or any other authority designated by the CGMSCL. The decision of CGMSCL in this matter shall be considered as final.

7.28.2 If any dispute or difference of any kind whatsoever arises between the parties with regard to the interpretation, difference or objection in connection with or arising out of or relating to or under this RFP, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, which could not be settled through amicable discussions within 30 (thirty) days from the date of reference to discuss and attempt to amicably resolve the dispute, then the same shall be referred to the Principal Secretary, Health, GoCG for decision, whose decision shall be final.

7.28.3 If either party is not satisfied with the decision of Principal Secretary, Health, GoCG, they may opt to proceed for arbitration.

## **7.29 Arbitration**

7.29.1 Any disputes, differences of opinion, claims and controversy (“**Dispute**”) arising out of, relating to, or in connection with this Contract, termination or validity thereof, shall initially be resolved by amicable negotiations between the Parties and, if not resolved through such negotiations within 30 (thirty) days of a written notice of the existence of such Dispute, be finally settled by arbitration. The Parties agree that the Dispute shall be referred to the sole arbitrator appointed mutually by the Parties who shall be based in Nava Raipur, Raipur and in case the Parties are not able to agree the identity of the sole arbitrator, within a period of 15 (fifteen) days, then the arbitration shall be conducted by a panel of three arbitrators, one arbitrator being appointed by each of the two Parties and the third arbitrator appointed by the two arbitrators so appointed.

7.29.2 The arbitration shall be conducted in accordance with the provisions mentioned under the all applicable act and any amendments thereof in effect at the time of the arbitration or any statutory modification thereof. The seat of the arbitration shall be Nava Raipur, Raipur, India and it shall be conducted in the English language and all written documents used during the arbitration shall be in English.

7.29.3 During any period of arbitration, there shall be no suspension of this Contract. During the arbitration, the Selected Agency shall continue to fulfill its obligations under this Contract except for such obligations and other matters, which are the subject of arbitration.

7.29.4 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned and any person affected by it. The award may include an award of costs, including reasonable attorneys' fees and disbursements. The parties also agree that any

court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause

7.29.5 The parties specifically agree that any arbitration shall be pursuant to Clause 7.30 above and the Clause is governed by Indian Law

7.29.6 Subject to the arbitration proceedings as stated above, the adjudication of all Disputes shall be subject to the laws of India and the exclusive jurisdiction of the courts at Nava Raipur, Raipur.

### **7.30 Savings Clause**

In the absence of any specific provision in the Contract on any issue the guidelines issued/to be issued by the Mission Director, CGMSCL, Government of Chhattisgarh shall be applicable.

### **7.31 Miscellaneous**

7.31.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and High Court of Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

7.31.2 CGMSCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

7.31.2.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

7.31.2.2 consult with any Bidder in order to receive clarification or further information;

7.31.2.3 qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

7.31.2.4 retain any information and/or evidence submitted to CGMSCL by, on behalf of and/or in relation to any Bidder; and/or

7.31.2.5 independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

7.31.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases CGMSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

7.31.4 All documents and other information provided by CGMSCL or submitted by a Bidder to CGMSCL shall remain or become the property of CGMSCL. Bidders or the Selected Agency, as the case may be, are to treat all information as strictly confidential. CGMSCL will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to CGMSCL in relation to the Project shall be the property of CGMSCL.

- 7.31.5 CGMSCL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 7.31.6 The Selected Bidder/Agency shall bear all the expenses regarding delivery of services.
- 7.31.7 The Selected Bidder/Agency shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the Contract Period.
- 7.31.8 The Selected Bidder/Agency shall execute the whole work in strict accordance with the directions issued by CGMSCL from time to time.
- 7.31.9 CGMSCL shall reserve the right to make any alterations in or additions to the original Scope of Work on mutually agreed terms. Any additional work which the Selected Bidder/Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Selected Bidder/Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by CGMSCL.
- 7.31.10 Any publicity by the Selected Bidder/Agency in which the name of CGMSCL is to be used should be done only with the explicit written permission of CGMSCL.
- 7.31.11 In addition to the provisions enumerated in Clause 7.32 hereinabove, the Selected Agency is required to comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government/ State Government/ MoHFW/ NHM-CG/CGMSCL in connection to the performance of its obligations under this RFP/ Contract.

## **SECTION 8: ANNEXURES**

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## **ANNEXURE 1: COVER LETTER**

*(To be submitted on the letter head of the Sole Bidder)*

To,

Managing Director,  
CGMSC Ltd.,  
4th Floor, C.G Housing Board Commercial Complex,  
South East Corner, Sec. 27,  
Nava Raipur, Chhattisgarh 492015.

**Sub.: “Request for Proposal for Selection of an Agency for Operationalization of Mobile Medical Unit in select district of C.G for Chhattisgarh Medical Services Corporation Limited”**

Dear Sir,

With reference to your RFP document dated ----- we, having examined all relevant documents and understood their contents, hereby submit our Proposal for “*Selection of an Agency for Operationalization of Mobile Medical Unit in select district of CC.G. for Chhattisgarh Medical Services Corporation Limited*”

We are submitting our Proposal as [\_\_\_\_\_ *Insert name of the Bidder* \_\_\_\_\_].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that CGMSCL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Selected Agency for the aforesaid Project.
3. We shall make available to CGMSCL any additional information it may deem necessary or require supplementing or authenticate the Proposal.
4. We acknowledge the right of CGMSCL to reject our Proposal 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.
5. We certify that in the last 03 (three) years, we/ or our Associates have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - (a) We have examined and have no reservations to the RFP, including any corrigenda/addenda issued by CGMSCL;
  - (b) We do not have any Conflict of Interest in accordance with the terms of the RFP;

- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with CGMSCL or any other public sector enterprise or any government, Central or State; and
- (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (e) We declare that the undertakings given by us along with the Proposal in response to the RFP for the Project are true and correct as on the date of making the Proposal and we shall continue to abide by them.
- (f) We declare that there is no pending, active or previous legal action that prevents us from submitting the Proposal and executing the Agreement or fulfilling the conditions of the Project.
- 7. We understand that CGMSCL may cancel the Selection Process at any time and that CGMSCL is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
- 8. We declare that we or any of our Associates are not directly or indirectly related to any other Bidder applying for selection as an Agency for the Project.
- 9. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10. We further certify that in regard to matters relating to security and integrity of the country, we or our Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our Associates.
- 11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our Associates or against our CEO or any of our Partners /Directors/ Managers/ employees.
- 12. We declare that we or any of our associates/officials have not paid and shall not pay any bribe to any officer of CGMSCL for awarding this Project at any stage during its execution or at the time of payment of bills and further, if any officer of CGMSCL asks for bribe/gratification, we or our any of officials/employee shall immediately report it to the appropriate authority in CGMSCL.
- 13. We further certify that we are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Proposal.
- 14. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate CGMSCL of the same immediately.
- 15. We agree that if at any stage, any information/documents submitted by us are found to be false, we or our Associates shall be liable for debarment from tendering in CGMSCL, apart from any other appropriate/legal action, as the case maybe.
- 16. 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 CGMSCL in connection with the selection of Agency or in connection with the Selection Process itself in respect of the abovementioned Project. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

17. We agree to keep this offer valid for 180 (one eighty) days from the Proposal Due Date specified in the RFP, or provide extension of period of Bid Validity, if so required by CGMSCL.
18. We agree that if we fail to provide extension of period of Bid Validity, it will be construed that Bid is withdrawn and we will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of the Bid documents submitted or refund of the EMD.
19. A Power of Attorney in favor of the Authorized Signatory to sign and submit this Proposal and documents is attached herewith.
20. The Financial Proposal has been/shall be submitted online as per the prescribed timeline set out in the RFP document. This Proposal read with the Technical and Financial Proposal shall constitute the Proposal which shall be binding on us.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours sincerely,

Authorized Signature (*PoA holder of the Sole Bidder*) [*In full and initials with Seal*]:

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Fax:

Email:

(*Name and seal of the Sole Bidder*)

[*Location, Date*]

**Sole Bidder Members Contact Details**

The Sole Bidder Member is requested to provide the contact details of authorized representative in following format along with Annexure 1:

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the authorized representative	1. .... 2. ....
2	Email ID	1. .... 2. ....
3	Phone number (mobile number preferable)	



## ANNEXURE 2: TURNOVER AND NET WORTH DETAILS OF BIDDER

(To be submitted on the letterhead of the Statutory Chartered Accountant of the Bidder)

### Average Annual Turnover

S. No.	Financial years	Turnover (INR)	Positive Net worth (Yes/ No)
1.	2021-22		
2.	2022-23		
3.	2023-24		
	Average Annual Turnover		

This is to certify that the Net worth of .....(insert name of Bidder)..... is Positive in each of the 03 (three) Financial Years i.e., 2021-22, 2022-23 and 2023-24 as per the Audited Financial Statements.

### Note:

- Certificate issued by a statutory auditor along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted on the letterhead of the Statutory Auditor.
- Provide supporting Audited Financial Statements (Balance Sheets, Profit and Loss Statements, etc.) of the bidding organization/ firm.

### Name, Membership number and Signature of the Chartered Accountant:

Name and seal of the firm:

Location, Date:

Yours sincerely,

Authorized Signature (PoA holder of the Sole Bidder) [In full and initials with Seal]:

Name and Title of Signatory:

Name of Bidder (Firm/ Organization's name):

Address:

Telephone:

Fax:

Email:

(Name and seal of the Sole Bidder)

[Location, Date]

### **ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL**

*(To be submitted on the letter head of the Sole Bidder)*

To,  
Managing Director,  
CGMSC Ltd.,  
4th Floor, C.G Housing Board Commercial Complex,  
South East Corner, Sec. 27,  
Nava Raipur, Chhattisgarh 492015

**Sub.: "Request for Proposal for Selection of an Agency for Operationalization of Mobile Medical Unit in select district of CG for Chhattisgarh Medical Services Corporation Limited"**

Dear Sir/Madam,

With reference to your RFP document -----we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for "*Selection of an Agency for Operationalization of Mobile Medical Unit in select district of C.G. for Chhattisgarh Medical Services Corporation Limited*". The Proposal is unconditional and unqualified.

We are submitting our Proposal as [\_\_\_\_\_*Insert name of the Bidder*\_\_\_\_\_]. We

understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that CGMSCL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Selected Agency for the aforesaid Project.
3. We shall make available to CGMSCL any additional information it may deemed necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of CGMSCL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 03 (three) years, we or our Associates have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - (a) We have examined and have no reservations to the RFP, including any corrigenda/addenda issued by CGMSCL;
  - (b) We do not have any Conflict of Interest in accordance with the terms of the RFP;

- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with CGMSCL or any other public sector enterprise or any government, Central or State; and
  - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - (e) We declare that the undertakings given by us along with the Proposal in response to the RFP for the Project are true and correct as on the date of making the Proposal and we shall continue to abide by them.
  - (f) We declare that there is no pending, active or previous legal action that prevents us from submitting the Proposal and executing the Agreement or fulfilling the conditions of the Project.
- 7. We understand that you may cancel the Selection Process at any time and that CGMSCL is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
  - 8. We declare that we or our Associates are not directly or indirectly related to any other Bidder applying for selection as an Agency for the Project.
  - 9. We certify that in regard to matters other than security and integrity of the country, we or our Associates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory CGMSCL which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  - 10. We further certify that in regard to matters relating to security and integrity of the country, we or our Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our Associates.
  - 11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our Associates or against our Chief Executive Officer (CEO) or any of our Partners/Directors/ Managers/ employees.
  - 12. We agree that if at any stage, any information/documents submitted by us are found to be false, we or our Associates shall be liable for debarment from tendering in CGMSCL, apart from any other appropriate/legal action, as the case maybe.
  - 13. 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 CGMSCL in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project.
  - 14. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
  - 15. The Financial Proposal is being submitted online only. This Technical Proposal read with the Financial Proposal shall be binding on us.
  - 16. We agree and undertake to abide by all the terms and conditions of the RFP document.

Yours sincerely,

Authorized Signature (*PoA holder of the Sole Bidder*) [*In full and initials with Seal*]:

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization 's name*):

Address:

Telephone:

Fax:

Email:

(*Name and seal of the Sole Bidder*)

[*Location, Date*]

**ANNEXURE 3A: FORMAT FOR SUBMITTING WORK EXPERIENCE SUMMARY**

*(To be submitted on the letter head of the Sole Bidder)*

Assignment Name:	Approx. value of the contract
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Address of Client:	Approx. value of the services provided by Bidder's firm
Start Date (Month/Year):	Completion Date (Month/Year):
Narrative Description of Project:	
Description of actual services provided by Bidder's staff:	

**Documents/Proofs are required for all of the above**

**NOTE:**

- *The Annexure 3A is required to be provided for all the projects submitted by the bidder with respect to the qualification criteria as mentioned in the RFP*
- *Kindly provide copies of supporting documents such as Letter of award/ work order/ agreement/ contract/ MoU*

Yours sincerely,

Authorized Signature (PoA holder of the Sole Bidder) [In full and initials with Seal]:

Name and Title of Signatory:

Name of Bidder (Firm/ Organization's name):

Address:

Telephone:

Fax:

Email:

*(Name and seal of the Sole Bidder)*

*[Location, Date]*

#### **ANNEXURE 4: SELF-DECLARATION**

*(To be submitted on the letterhead of the Sole Bidder)*

**To,  
Managing Director,  
CGMSC Ltd.,  
4th Floor, C.G Housing Board Commercial Complex,  
South East Corner, Sec. 27,  
Nava Raipur, Chhattisgarh 492015**

In response to the RFP document ----- for “*Selection of an Agency for Operationalization of Mobile Medical Unit in select district of CG for Chhattisgarh Medical Services Corporation Limited*”, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_[*Insert name of Bidder*]\_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_[*Insert name of Bidder*]\_\_\_\_\_, at the time of bidding,

- (a) Possesses the necessary professional, technical, financial and managerial resources and competence required under the RFP document issued by CGMSCL;
- (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 RFP document;
- (c) Have an unblemished record and is/are not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- (d) Do not have any previous transgressions with any entity in India or any other country during the last 3 (three) years.
- (e) Is/are 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;
- (f) Do not have, and our directors and officers have not 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 3 (three) years preceding the commencement of the Selection Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (g) Do not have a conflict of interest which materially affects the fair competition.
- (h) Will comply with the code of integrity as specified in the RFP 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 the applicable Act and Rules thereto prescribed by GoCG, my/ our security may be forfeited in full; our proposal, to the extent accepted, may be cancelled and CGMSCL may choose to blacklist me/us for a period it may deem fit.

Thanking you,

Yours sincerely,

Authorized Signature (*PoA holder of the Sole Bidder*) [*In full and initials with Seal*]:

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization 's name*):

Address:

Telephone:

Fax:

Email:

(*Name and seal of the Sole Bidder*)

[*Location, Date*]

## ANNEXURE 5: BLACKLISTING AND PENDING SUIT DECLARATION

(To be submitted by Sole Bidder/ Non-Judicial Stamp paper of INR 200/-duly notarized by  
Notary Public / First Class Magistrate)

### AFFIDAVIT

I / We.....[Insert name of PoA holder as per Annexure 7 of the RFP].....(Full name in capital letters starting with surname), the Partner /Managing Director / Holder of power of attorney of .....[Insert name of Bidder]..... the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking.

1. It is declared that the firm .....[Insert name of Bidder]..... is not declared insolvent any time in the past. Not debarred/ blacklisted by either CGMSCL /Central Govt. / State Govt. / Public Sector Undertaking/ any other local body till completion of the Selection Process under this RFP document nor convicted under the provision of Indian Penal Code,1860 or Prevention of Corruption (Amendment) Act, 2018, nor any criminal case is pending against me/us in any court of law.
2. It is further declared that the firm.....[Insert name of Bidder]..... shall inform CGMSCL of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP.
3. The firm.....[Insert name of Bidder] ..... do hereby agree that if in future, it comes to the notice of CGMSCL / if it is brought to the notice of CGMSCL that any disciplinary/ penal action due to violation of terms and conditions of the RFP document/Agreement which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in CGMSCL or either by any of Central Govt. / State Govt. / Public sector undertaking/any other local body, CGMSCL will be at discretion to take appropriate action as its finds fit.

Full name and complete address with Signature of Authorized Signatory

#### WITNESS:

- 1) Full Name .....  
Address .....  
Signature .....
- 2) Full Name .....  
Address .....  
Signature .....

Authorized Signature (PoA holder of the Sole Bidder) [In full and initials with Seal]:

Name and Title of Signatory:

Name of Bidder (Firm/ Organization's name):

Address:

Telephone:

Fax:

Email:

(Name and seal of the Sole Bidder)

[Location, Date]



## **ANNEXURE 6: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

*(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)*

Ref.:

Bank Guarantee:

Date:

Dear Sir/Madam,

In consideration of .....[*Name of Client*] (hereinafter referred as the 'CGMSCL', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to [*name of Selected Agency*] a [*provide nature of organisation*], established under laws of [*country*] and having its registered office at [*address*] (hereinafter referred to as the 'Selected Agency', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Award for preparation of "*Selection of an Agency for Operationalization of Mobile Medical Unit in select district of CG for Chhattisgarh Medical Services Corporation Limited*" Work Order by issue of CGMSCL's Work Order No. [*reference*] dated [*date*] and the same having been unequivocally accepted by the Selected Agency, resulting in a Work Order/contract valued at INR [*amount in figures and words*] for [*Scope of Work*] (hereinafter called the 'Work Order') and the Selected Agency having agreed to furnish a Bank Guarantee amounting to INR [*amount in figures and words*] to CGMSCL for performance of the said Agreement.

We [*Name of Bank*] incorporated under [*law and country*] having its head office at [*address*] (hereinafter referred to as the "**Bank**"), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay CGMSCL immediately on demand an or, all monies payable by the Selected Agency to the extent of INR [*amount in figure and words*] (hereinafter referred to as "**Guarantee**") as aforesaid at any time up to [*date*] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Selected Agency if the Selected Agency shall fail to fulfil or comply with all or any of the terms and conditions contained in the said bidding documents. Any such written demand made by CGMSCL on the Bank shall be conclusive and binding notwithstanding any difference between CGMSCL and the Selected Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until CGMSCL discharges this guarantee.

CGMSCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the Selected Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. CGMSCL shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against CGMSCL and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between CGMSCL and the Selected Agency any other course or remedy or security available to CGMSCL. The Bank shall not be relieved of its obligations under these presents by any exercise by CGMSCL of its liberty with reference to the matters

aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of CGMSCL or any other indulgence shown by the authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that CGMSCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Selected Agency and notwithstanding any security or other guarantee that CGMSCL may have in relation to the Selected Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Selected Agency/the Bank or any absorption, merger or amalgamation of the Selected Agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to INR [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by CGMSCL on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Note:

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to CGMSCL.

## ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

*(To be submitted by Sole Bidder on Non – Judicial stamp paper of INR 100/- duly attested by Notary Public)*

### POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, ..... *(name of the firm and address of the registered office)*..... do hereby constitute, nominate, appoint and authorize Mr. / Ms. (Name), ..... R/o.....*(name and address of residence)* and presently residing at ....., who is presently employed with us 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 Proposal/Bid for ‘Selection of an Agency for Operationalization of Mobile Medical Unit in select district of CG.’ for a period of 03 (Three) year (“Project”) as defined under this RFP for the Chhattisgarh Medical Services Corporation, (the “CGMSCL”), representing us in all matters before CGMSCL, in connection with or relating to or arising out of our Bid for the said Project.

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

This Power of Attorney shall be effective, binding, and operative till completion of the Selection Process, if not revoked earlier or as long as the said Attorney is in the service of the organization, whichever is earlier.

IN WITNESS WHEREOF WE, .....*[Insert name of Bidder]*....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2023

**For** \_\_\_\_\_

*(Signature of PoA Giver)*

*(Name, Designation and Address with seal of the bidder)*

**Accept**

\_\_\_\_\_

*(Signature of PoA Holder/Acceptor)*

*(Name, Designation and Address with seal of the bidder)*

**WITNESSES:**

- 1.
- 2.

**Notes:**

- *The mode of execution of 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.*
- *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

**ANNEXURE 7A: FORMAT FOR POWER OF ATTORNEY FOR SOLE PROPRIETORSHIP FIRM**

*(On Non – Judicial stamp paper of INR 100/- duly attested by Notary Public)*

(Know all men by these presents, We, (insert names and addresses of all the partners in the Partnership Firm)

I,----- S/D/o,----- aged----- residing at  
do hereby solemnly affirm and declare as under:

That I have registered a Sole Proprietorship Firm, known as under  
the .....[insert name of Act/legislation] in the year...[Insert year of Act]....., to conduct the business  
of sale/purchase /supply and work Contract;

That I am the Sole Proprietor of [Insert name of the Sole Proprietorship] and I am alone in this  
proprietorship;

That the registered head office of the firm is situated at , and  
a branch office at----- ;

That being the Sole Proprietor of the bidding firm, I am fully conversant with the affairs of the firm and  
as such I am competent to swear this affidavit;

That there is no other partner in the Sole Proprietorship Firm [Insert name of the Sole Proprietorship]

That I alone hold the position of the authorized representative, to do in the name of the bidding Firm, all  
such acts, deeds and things necessary in connection with or incidental to and to represent the Firm in all  
matters in connection to the Proposal/Bid for “Selection of an Agency for Operationalization of Mobile  
Medical Unit in select district of C.G. for Chhattisgarh Medical Services Corporation Limited” dated---  
Sep 2024.

That all acts, deeds and things lawfully done by me as the Sole Proprietor pursuant to this Affidavit shall  
always be deemed to have been done by the Sole Proprietorship.

Place:-----

DEPONENT

Date:

**VERIFICATION**

Verified at , this the day of 2024, that the contents in the above affidavit are true and correct  
to the best of knowledge and belief. No part of this Affidavit is wrong and nothing material has been  
concealed therefrom

Place:-----

DEPONENT

Date:

**ANNEXURE 7B: FORMAT FOR POWER OF ATTORNEY FOR THE  
AUTHORISED SIGNATORY OF A PARTNERSHIP FIRM**

(On Non – Judicial stamp paper of Rs. 100/- duly attested by Notary Public)

Know all men by these presents, We, (insert names and addresses of all the partners in the Partnership Firm)

(1) .....residing at, .....

(2) .....residing at, .....

(3) ..... residing at ..... are partners along with (insert name of partner receiving the power of attorney) S/D/o ..... residing at ..... of a Partnership Firm.....(insert name of the Partnership Firm) (hereinafter known as the “Firm”) duly registered under the Indian Partnership Act, 1932 with its registered office at .....(insert registered office address) and are carrying on business of (insert details of business) on the terms and conditions contained in a Deed of Partnership (“Partnership Deed”) dated .././..... .

WHEREAS we, the aforementioned partners do hereby constitute, nominate, appoint and authorize .....who is a partner with us in the Firm to act as our true and lawful attorney (hereinafter referred to as the “Attorney”) to act for us and in our name and on our behalf, and for and in the name of the Firm, to do all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal/Bid for the “*Request for Proposal for Selection of an Agency for Operationalization of Mobile Medical Unit in select district of Chhattisgarh for Chhattisgarh Medical Services Corporation*” dated ----- (“Project”) as defined under this RFP for the Chhattisgarh Medical Services Corporation (the “CGMSCL”), representing us in all matters before the CGMSCL, in connection with or relating to or arising out of our Bid for the said Project, which he/she has agreed to do This Power of Attorney shall be effective, binding, and operative till completion of the Selection Process, if not revoked earlier or as long as the said Attorney is a Partner in the Firm, whichever is earlier. And we hereby for ourselves, our heirs, successors, executors and administrators ratify and confirm and agree to ratify and confirm and shall be liable jointly and severally for all obligations and all such lawful acts, deeds and things done and executed by the said Attorney shall do or purport to do by virtue of these presents.

IN WITNESS WHEREOF, WE THE PARTNERS OF THE FIRM HAVE HEREUNTO SET AND  
SUBSCRIBED OUR RESPECTIVE HANDS ON THIS ..... DAY OF ..... 20 .....

**Accept** .....

(Signature, name, designation and address of PoA Acceptor)

**For**

(Signature, name, designation and address of PoA Giver)

**ANNEXURE 8: FORMAT FOR EXCLUSIVITY**

*(To be submitted on the Letterhead of the Sole Bidder)*

**To,  
Managing Director,  
CGMSC Ltd.,  
4th Floor, C.G Housing Board Commercial Complex,  
South East Corner, Sec. 27,  
Nava Raipur, Chhattisgarh 492015**

We, \_\_\_\_\_, hereby declare that we are/will not associate with any other firm/entity submitting a separate application for RFP dated ---- for “*Selection of an Agency for Operationalization of Mobile Medical Unit in select district of CG for CGMSCL*” under consideration.

Yours sincerely,

Authorized Signature (*PoA holder of the Sole Bidder*) [*In full and initials with Seal*]:

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Fax:

Email:

*(Name and seal of the Sole Bidder)*

[*Location, Date*]

## **ANNEXURE 9: ANTI COLLUSION CERTIFICATE**

**To,**  
**Managing Director,**  
**CGMSC Ltd.,**  
**4th Floor, C.G Housing Board Commercial Complex,**  
**South East Corner, Sec. 27,**  
**Nava Raipur, Chhattisgarh 492015**

We hereby certify and confirm that in the preparation and submission of our proposal for RFP dated ---- 2024 for “Selection of an Agency for Operationalization of Mobile Medical Unit in select district of CG. for CGMSCL”, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing ,which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with instant proposal.

*Yours sincerely,*

*Authorized Signature (PoA holder of the Sole Bidder) [In full and initials with Seal]:*

*Name and Title of Signatory:*

*Name of Bidder (Firm/ Organization's name): Address:*

*Telephone:*

*Fax:*

*Email:*

*(Name and seal of the Sole Bidder)*

*[Location, Date]*



## **ANNEXURE 10: TECHNICAL SPECIFICATIONS OF MOBILE MEDICAL UNIT**

**(This is a suggestive guideline and it does not indicate any particular brand or model & reference from RMMU operated in the state.)**

1. The vehicle chassis model specification should be of the latest model (preferably BS-VI Ver. 2.0)
2. Vehicle should be of standard chassis manufacture & engine & gear box of reputed make & capacity & should be suitable for complete MMU & also confirm to above specification fitted with power steering.
3. Vehicle engine's power should not less than 80 BHP & gearbox should have synchromesh gears (5 gears minimum) & the GVM should not be less than 6000kg.
4. The vehicle should have aerodynamic design for better operation.
5. Vehicle wheel base should be between 3600 mm to 4200 mm so that after fabrication work, the working space (Excluding cabin) should be available in be between 17' to 22' in length & height should not be less than 6.5'. s
6. MMU vehicle should have enough space for all equipment / gadgets installed in the vehicle & necessary platform to be provided for installation-fixing of equipment & movement of patient & staff. MMU should have capacity to accommodate 09 persons (including staffs).
7. Suitable insulation to be provided between outer & inner panel & roof Flooring should be done by marine water-proof plywood with vinyl flooring. Fabrication work should be of standard quality & with proper finishing.
8. Equipment's are to be fitted in the vehicle, so necessary outline of the plan to be provided by the bidder. Tentative plan of equipment's to be fitted is enclosed in Annexure-11, which can be changed according to the size of chassis & size of equipment's by taking approval for committee.
9. The vehicle should have appropriate power generation/ inverter/ backup system to operate all medical equipment's. Firm should provide wash basin, suitable water tank 100 liter approx., ward robes for storage purpose towel/stand, mirror soap stand, water system, suitable nos. of fans, bell, siren, light/blue on top, roof lights as per requirement, public address system, fire extinguisher 02 nos., first aid box, needle cutter, Dr. Chair 1 nos., stool revolving (02 nos.), one wheel chair, one oxygen cylinder, chair 04 nos. plastic etc. The roof top has facility to install V-set antenna in future.
10. The proposed vehicles should be brand new at the start of the project. In case it is found violated at any point of time, then as per penalty clause service provider will penalize and service provider's responsibility to replace vehicle immediately with new one The vehicle should be as per specification mentioned in Annexure- 12
11. Terms & Conditions:-
  - 11.1 Firm will submit the same literature/leaf lets brochures, of models of the manufacturer, which they have quote their offers.
  - 11.2 Sample: Lowest bidder has to supply first MMU as sample for approval & if required by a committee, suitable changes may be allowed.
  - 11.3 Sticker as per the PM-JANMAN guidelines or as suggested by the first party (approximately 100sq. feet as per the requirement).
  - 11.4 NATIONAL HEALTH MISSION, STATE HEALTH SOCIETY, C.G. shall approve design of Vehicle.

## **ANNEXURE 11: STANDARD OPERATING PROCEDURE FOR MMU**

### **SOP FOR MMU**

#### **1. OPERATION SYSTEMS, STRUCTURES AND PROTOCOLS FOR MMU**

1.1 Respect and Consideration: -MMU Services personnel will treat all patients with respect and consideration regardless of their race, color, sex, creed, culture, economic status and religious beliefs. There will be no discrimination on the basis of race, sex, sexuality and sexual orientation.

1.2 Professional Execution:

1.2.1 The bidder will ensure that the vehicle and related equipment are washed and cleaned once daily and in between transportation of patients. The driver of the vehicle will check the status of fuel, oxygen cylinder and other necessary equipment every morning as well as before leaving the site.

1.2.2 The cleaning of vehicle, cleaning of equipment, completion of paperwork, and continuing maintenance of the vehicle are absolutely necessary for proper and timely functioning of MMU services.

1.3 Physical Fitness: - The Driver will remain physically and mentally fit and sound so as to be able to perform their duties at all times.

1.4 Vehicle maintenance: -

1.4.1 Vehicle Maintenance is essential to the provision of appropriate MMU services in any environment.

1.4.2 All operational staff should routinely do up-keep and preventative maintenance of both the interior and exterior of all vehicles.

1.4.3 Regular servicing should be done as prescribed by the manufacturing company of the vehicle. Service book for each vehicle to be kept in the MMU for monitoring purpose.

1.4.4 Vehicles are to be washed, both interior and exterior, and fueled daily and as otherwise necessary. The vehicle service entity needs to be notified in the appropriate time frame.

1.4.5 Additionally, all vehicles in service at the MMU department are subject to annual inspections and routine preventative maintenance.

1.4.6 If vehicles are tagged out of service by the facilities supervisor, they can only be returned to service after the specific problem is rectified.

1.5 Vehicle breakdown Management: -

1.5.1 If the MMU breaks down, immediately inform via telephone.

1.5.2 Stop the vehicle immediately.

1.5.3 Attempt to safely mark your vehicle with proper warning devices.

1.5.4 Communicate with the operating partner Manager to have backup unit in service as quickly as possible.

1.6 Vehicle accident management: -

1.6.1 This procedure is used in the event an MMU, transport, or support / response vehicle is involved in any type of accident (with another vehicle, with fixed property, etc.):

1.6.2 Immediately notify the operating partner.

1.6.3 Determine if anyone is injured. Request MMU(s) as needed.

1.6.4 Operating partner will notify the police to respond to the scene and take a report.

1.6.5 Obtain the names, addresses and telephone numbers of all involved parties and witnesses.

1.6.6 Do not make any statement concerning the assumption of liability. Give out only the information that is requested and required by the Police Traffic Department.

1.6.7 The On-duty MMU Supervisor will be notified immediately of any accident,

- regardless of the severity.
- 1.6.8 The On-duty MMU Supervisor will notify the MMU head immediately of any accident involving personal injury to any involved parties.
  - 1.6.9 Within (12) hours following the accident, the driver (as able) should fill out an Occurrence Report detailing the circumstances surrounding the accident.
  - 1.6.10 Within (24) hours of the accident, the On-duty MMU Supervisor and MMU head will review the reports and forward these to Insurances company.
  - 1.6.11 The Driver involved will refrain from driving immediately following an accident until supervisory personnel review the situation.
- 1.7 Operational protocols for special circumstances: - (natural calamities, mass casualty events (both manmade and natural), unattended death, transportation of minors, transportation of obstetric cases, pediatric patents, Neonate crime scene operations, fire & accidents relating to hazardous Material). The department will assist in the development of the operational Protocols for such special circumstances.
- 1.8 Reporting structures and formats - overall documentation
- 1.8.1 Generation of daily and monthly reports regarding MMU services (as Annexure 1).
  - 1.8.2 Furnishing daily report to the concerned authority for updating the website.
  - 1.8.3 Development of suitable Management Information System (MIS) for reporting periodical progress in redressal of public grievances.
  - 1.8.4 It shall have feature to generate customized reports as per the requirement
  - 1.8.5 Submission of quarterly / half yearly / annual progress report to CPM/CM&HO, and MD, CGMSCL.
  - 1.8.6 The service provider shall have to submit the reports in the form and format desired by the Authority.
  - 1.8.7 All reporting shall be done as and when required by state and district authorities.
- 1.9 Health and safety Protocols for Personal
- 1.9.1 Confirm location for decontamination and disinfection of MMU and doffing of MMU transport personnel PPE. Confirm hospital (or contracted service) is prepared to handle contaminated waste.
  - 1.9.2 Ensure adequate inventory of supplies and appropriately-sized PPE for the MMU personnel's.
  - 1.9.3 Ensure supplies for waste collection – BMW bins and non-chlorinated bags.
  - 1.9.4 Transfer waste to hospital or appropriate agency as previously arranged and in accordance with applicable regulations.
- 1.10 TRAINING:-
- 1.10.1 Personnel orientation: -The introduction and orientation is not limited only to the role of the MMU and transport service, role of the new staff member in the organization, and reinforcement of commitment required by the new staff member to be successful but also to get an understanding of Department of Health and Family Welfare.
  - 1.10.2 New staff: Orientation for new personnel is provided at a series of orientation sessions planned within the first weeks after employment. These sessions are mandatory.
- 1.11 MMU VEHICLE OPERATION POLICY:
- 1.11.1 Purpose: - The appearance and operation of all MMU must reflect to the community that these vehicles are operated in a careful manner
  - 1.11.2 Speed restrictions: - There is no need for excessive speed. The purpose of using the red or blue lights and the siren is to keep the MMU moving at a constant, safe speed and not to allow the MMU to exceed the posted speed limits in any area.
- 1.12 Penalty and Payments if any to be revised:- There will be no revision for the Penalty in the

first three years of the agreement. On completion of three years a written request to be submitted to the competent authority which will be considered for discussion.

1.13 General DO and DON'TS: -

<b>Do's</b>	<b>Don'ts</b>
<ol style="list-style-type: none"><li>1. DO drive cautiously at safe speeds observing traffic laws.</li><li>2. DO tightly secure all monitoring devices and other equipment.</li></ol>	<ol style="list-style-type: none"><li>1. DO NOT drive at unsafe high speeds with rapid acceleration, decelerations, and turns.</li><li>2. DO NOT leave monitoring devices and other equipment unsecured.</li><li>3. DO NOT allow vehicle to be operated by persons who do not have appropriate license or equivalent</li></ol>

**ANNEXURE 12: STAFF COMPOSITION OF EACH MMU**

<b>Name of Staff</b>	<b>Qualification</b>	<b>No. of staff</b>
Medical Officer	M.B.B.S	1
Nursing	ANM or GNM	1
Pharmacist (Optional)	D.Pharmacy /B.pharmacy	1
Lab technician	BSc. DMLT/ HSC DMLT.	1
Driver cum support staff	SSC, Heavy Vehicle License & Indemnity bond of Accident free driving in last three years.	1
Community Health Volunteer	Should be local person from the community residing in project site	1 in each hamlet
All staff should have valid registration in concerned councils. The available staff in the Govt. health system will accompany the MMU to provide support in the field as and when required.		

### ANNEXURE 13: SUGGESTIVE LIST OF EQUIPMENT IN EACH MMU

S.no	Equipment Name	Quantity
	<b>Medical Equipment's</b>	
1	Microscope with Light Source (Binocular)	1
2	Sterilizer 30 cm. with electric drums	1
3	Dressing Drums (11 X 9)	2
4	Weighing machine adult simple	1
5	Weighing machine baby simple	1
6	Stethoscope	2
7	B.P. Apparatus	2
8	Hemoglobinometer (Manual & digital)	1 each
9	Centrifuge machine mini	1
10	Incubator	1
11	Micro typing centrifuge	1
12	Nebulizer	1
13	Ambu bag adult	2
14	Ambu Bag Pediatric	2
15	Laryngoscope adult	1
16	Laryngoscope Pediatric	1
17	Suction apparatus with accessories	1
18	Torch & spotlight	1
19	Glucometer	1
20	Needle cutter (Manually operated)	1
21	Laboratory Table (Portable)	1
22	Waste Collecting bins, as per Biomedical waste Management specifications	1
23	Cot	1
24	Examination Table	1
25	Brackets for Oxygen cylinder with adjustable straps & Oxygen cylinder	1
26	Detachable stretcher	1
27	Hooks for intravenous bottle	4
28	Transfusion Bottle Hook	2
29	Fire extinguisher	1
30	View Box	1
31	Semi Auto Hematology Analyzer (3 part)	1
32	Test Tubes	1
33	Auto pipettes	1
34	Ophthalmoscope Digital	1
35	Otoscope	1
36	Examination Torch	2
37	Portable Laboratory Unit / Semi Auto Analyser	1
38	Non Invasive Hemoglobinometer	2

S.no	Equipment Name	Quantity
<b>Medical Equipment's</b>		
39	12 Lead ECG machine with body belt	1
40	Tonometer	1
41	Pulmonary Function Test Spirometry Kit for COPD	1
42	Breast Cancer Screening System	1
43	Oral Cancer Screening System	1
<b>Non-Medical Equipment's</b>		
1	Tablet/ Laptop /Mobile Phone	2
2	Broadband Internet data card	1
3	Digital camera/Mobile Phone	1
4	Speaker	2
5	Amplifier	1
6	LCD Projector	1
7	Water Purifier	2
8	Foldable Half Bench	2
9	Foldable seats for staff	4
10	Stool	4
11	Chairs	5
12	Fan	1
13	DVD player	1
14	Digital clock	3
15	Stainless Steel Cabinet	1
16	Water Storage Tank	1
17	Extension Box	2
18	Screen (For Privacy)	2
19	Emergency light	2
20	Soap Container	3
21	Towel holder	2

#### ANNEXURE 14: REPORTING FORMAT

S No	MMU approved for the month	MMU operation during the month (based on 26 days working)	No of Villages/ helmets/ habitants planned to cover	No of Villages/ hamlets/ habitants covered	Total no of people screened/ examined (OPD)	No. of ANC/ PNC	No. of NCD (CRD, CVD, Cancer) tests conducted using Point of Care	No. of Patients for Blood Tests	No of patient distributed medicines	No of patients referred to Nearest Facility to MMU (Name and Type)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										



## ANNEXURE 15: NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (the "**Agreement**") is executed on [date/month/year] and shall be effective from [date/month/year] ("**Effective Date**") by and between:

**Chhattisgarh Medical Services Corporation Limited**, an entity under the Department of Public Health and Family Welfare, Government of Chhattisgarh, having its registered office at 4th Floor, C.G Housing Board Commercial Complex, South East Corner, Sector 27, Nava Raipur (CG) - 492015 (hereinafter referred to as "**CGMSCL**" or "**Disclosing Party**" which expression, unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and official assigns) of the FIRST PART;

### AND

The [*Insert full name of second party*], registered as [*insert nature of entity*] under [*Insert name of Act*] and having its registered office at [*Insert full office address*], (hereinafter referred to as "**Receiving Party**", which expression shall unless repugnant to the context or meaning thereof be deemed to include executors, administrators and official assigns) of the SECOND PART

**The Disclosing Party and the Receiving Party** shall hereinafter be singly referred to as "Party" and collectively as "Parties".

### WHEREAS:

- A. [*Insert background of the organizations*]
- B. The Parties hereto have entered in an understanding for ..... [*Insert brief description of purpose for signing NDA and the period of engagement*] ("**Purpose**")
- B. The Parties wish to preserve the confidentiality of the information related to [*Insert particulars*] or otherwise disclosed by Disclosing Party to the Receiving Party in connection with the Purpose subject to the terms and conditions as hereinafter contained.

**NOW THEREFORE**, in consideration of the Disclosing Party's disclosure of such Confidential Information and upon the mutual covenants and promises herein contained, the Parties agree as follows:

1. **DEFINITIONS:** In this Agreement, the words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. Also, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:
  - (a) "**Agreement**" means this Non- Disclosure Agreement, as modified or amended or supplemented from time to time;
  - (b) "**Applicable Law**" means any statute, law, regulation, ordinance, rule, judgment, order,

*Selection of an Agency for Operationalization of Mobile Medical Unit in selected district of CG.*

decree, bye-law, approval of any Authority, directive, guideline, policy, requirement or

other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time hereafter, within or outside India;

- (c) "**Authority**" means any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person, whether or not government-owned and howsoever constituted or called, that exercises the functions of a central bank);
- (d) "**Controlling**", "**Controlled by**" or "**Control**" means (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such Person; (b) the possession, directly or indirectly, of a voting interest of more than 50% (fifty-percent) and a contractual shareholder or director veto right in management matters;
- (e) "**Person**" means any natural person, corporation, company, foundation, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, authority or any other entity whether acting in an individual, fiduciary or other capacity.
- (f) "**Third Party**" means any Person that is not a Party to this Agreement.

**2. CONFIDENTIAL INFORMATION:** For the Purpose of this Agreement, Confidential Information, means and includes,

- (a) information, document and/or material, whether proprietary or non- proprietary, which is disclosed by Disclosing Party, or Receiving Party may obtain knowledge of or access to from the Disclosing Party,
- (b) information disclosed on or subsequent to execution of this Agreement during negotiations or discussions between the Disclosing Party and the Receiving Party whether or not set forth in writing,
- (c) any record relating to patients and/or operational information, data, know-how, structure and documentation,
- (d) intellectual property and/or software rights, interest and knowledge information described as proprietary or designated as confidential information, and/or
- (e) information and documents derived, developed or modified from or based on any of the aforesaid;
- (f) any and all facts, knowledge and information of any nature whatsoever, whether written, oral, visual, verbal, in electronic, magnetic and/or optical form or otherwise, concerning the Disclosing Party, which includes, but is not necessarily limited to, reports, drawings, development plan, structures, project studies and reports, commercial reports, contractual documents, past expenditures, projected budget, licenses, orders, permits, marketing studies, environmental reports, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, business and process information or data, trade secrets, discoveries, ideas, designs, data, source code, object code, processes, computer programs, developments, flow diagrams, know-how, and computer programming and other software and software techniques and such

other notes, interpretation, derivative or analysis of such data, in whatsoever manner such information is documented, that has been or may hereafter be provided or shown to the Receiving Party by the Disclosing Party or is gathered, received or obtained directly or is otherwise obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party by the Receiving Party;

- (g) any and all reports, notes, minutes, summaries, flow-charts, diagrams and any other information that is prepared by the Receiving Party based on discussions or interactions with the Disclosing Party pursuant to this Agreement;
- (h) Notwithstanding anything aforementioned in para 2, the information shall be deemed confidential even if inadvertently, not marked as such.

3. Notwithstanding para 2 and para 3 hereinabove, the following information will **not** constitute Confidential Information for the Purpose of this Agreement:

- (a) information which the Receiving Party can conclusively prove was already lawfully in its possession and was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party;
- (b) information which is obtained by the Receiving Party from a Third Party who, insofar as is known to the best knowledge of the Receiving Party, is not prohibited from disclosing the information to the Receiving Party under a contractual, legal or fiduciary obligation to the Disclosing Party;
- (c) information which is lawfully and demonstrably in the public domain or becomes part of public domain after the date of disclosure other than through a breach of this Agreement by the Receiving Party;
- (d) information, which was or is independently developed by the Receiving Party without reference to the Confidential Information disclosed under this Agreement;
- (e) is approved for release by written authorization of the Disclosing Party.

4. OBLIGATIONS OF THE RECEIVING PARTY IN RESPECT OF CONFIDENTIAL INFORMATION

- (a) The Receiving Party shall use the Confidential Information **only** for the Purpose and shall keep confidential and not disclose the Confidential Information to any other person, affiliate, subsidiary, firm, corporation, or party, except to the extent that any Confidential Information:
  - (i) is now or subsequently becomes publicly available through no act, fault, breach or omission on the part of the Receiving Party; or
  - (ii) is already in the possession of the Receiving Party at the time of the disclosure; or
  - (iii) is hereafter rightfully furnished to the Receiving Party by a Third Party without breach of this Agreement or any separate non-disclosure obligation; or
  - (iv) was or is independently developed by the Receiving Party without reference to the Confidential Information disclosed hereunder; or
  - (v) is approved for release by written authorization of the Disclosing party; or
  - (vi) disclosure by Receiving Party is required by law or by order of any court or government or regulatory agency, within India.
- (b) In the event the Receiving Party is required to disclose Confidential Information upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will notify Disclosing Party, wherever practicable, possible and permitted, of its having received a request to so disclose (along with the terms and

circumstances thereof), unless otherwise prohibited by law, to enable the Disclosing Party to protest or seek injunctive relief in addition to all legal remedies.

- (c) The Receiving Party shall not, without the prior written consent of Disclosing Party, display or disclose all or any part of the Confidential Information, in any manner or circumstances whatsoever, to any person or any Third Party, except its directors, officials, employees, advisors or consultants and the Confidential Information shall be used by the Receiving Party, directly or indirectly, solely for the purpose of considering, evaluating and effecting the Purpose. The Receiving Party shall not use the Confidential Information in any way detrimental to the Disclosing Party.
- (d) The Receiving Party shall ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party, its employees, officers, affiliates, etc. shall not make any copies, take photographs, make notes or recordings of the Confidential Information of the Disclosing Party unless the same are previously approved in writing by the Disclosing Party and agrees that all originals and any copies, reproductions or reductions to writing so made shall remain at all times the exclusive property of the Disclosing Party.
- (e) The Receiving Party shall not, without the prior written consent of the Disclosing Party or as expressly permitted herein, disclose to any unauthorized Person or to any unauthorized Third Party or any Competitor of the Disclosing Party to use or allow its employees and staff to disclose or use any Confidential Information related to the Disclosing Party and its business.
- (f) The Receiving Party shall not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects, which embody the Disclosing Party's Confidential Information, and which are provided to the Receiving Party hereunder
- (g) The Receiving Party undertakes to limit the access to the Confidential Information solely to those of its directors, officials, employees, advisors or consultants who have reason to require access only on "need to know" basis.
- (h) The Receiving Party should ensure confidentiality and security of data along with the compliance of the provisions of the Information Technology Act, 2000.

**5. REPRESENTATIONS AND WARRANTIES:** The Receiving Party represents and warrants to the Disclosing Party that on the date of signing of this Agreement:

- (a) The Receiving Party is competent to contract and enter into this Agreement under the Applicable Law to which it is subject to;
- (b) This Agreement constitutes the legal, valid and binding obligations of the Receiving Party; and,
- (c) This Agreement does not conflict in any material respect with any law or regulation or any document binding on the Receiving Party and that the Receiving Party has obtained all necessary consents for its performance under this Agreement.

**6. EXCLUSIVITY:** Nothing in this Agreement shall prohibit the Disclosing Party entering into similar transaction/agreement with other parties and the Purpose for which this Agreement is being entered into shall not be deemed to have been entered into on exclusivity basis. Both the Parties shall have the liberty to negotiate and enter into similar kind of arrangements with any Third Party.

7. **OFFER:** It is understood that the furnishing of the Confidential Information under this Agreement neither constitutes an offer of any nature nor obligates the Parties to enter further discussions whatsoever or forms the basis of or any representation in relation to any contract. The Disclosing Party shall be under no obligation to disclose to the Receiving Party any additional documents, papers or Confidential Information save and except what the Disclosing Party in its sole discretion deems necessary for the purpose of the availing the said services.
8. **TERMINATION:** This Agreement shall be valid until,
- (a) termination of this Agreement by mutual consent of the Parties;
  - (b) termination of this Agreement by any Party ("**Non-Defaulting Party**") against the other Party ("**Defaulting Party**") upon committing a material breach of the provisions of this Agreement and failing or neglecting to cure such breach within a period of 10 (ten) days from the date of notice to that effect issued by the Non-Defaulting Party to the Defaulting Party;
  - (c) termination of this Agreement by either Party without cause at any time by issuing to the other Party a notice to that effect of not less than 30 (thirty) days.
  - (d) In the event of either of the Parties deciding not to proceed with the Purpose of this Agreement, all Confidential Information shall be returned to the Disclosing Party within a period of 7 (seven) days upon written request by either Party or upon Disclosing Party permitting the destruction of such Confidential Information, the Receiving Party shall destroy the Confidential Information within the period as may be specified by Disclosing Party and shall provide Disclosing Party with written notice that such destruction has been carried out.
  - (e) Notwithstanding anything contrary contained in this Agreement, the rights and obligations of the Receiving Party with regard to Confidential Information disclosed by the Disclosing Party shall survive till perpetuity even after the expiry or earlier termination of this Agreement and shall be valid until the Confidential Information comes into the public domain.
9. **LICENSE:** The Disclosing Party does not grant or extend to the Receiving Party any right or license of any kind whatsoever, which the Disclosing Party may now have or may hereby obtain with respect to the Confidential Information. No Intellectual Property Right ("**IPR**") is either granted or implied in favour of the Receiving Party by the disclosure of the Confidential Information by the Disclosing Party to the Receiving Party.
10. **RIGHT TO ASSIGN OR TRANSFER:** The Parties shall not have the right to assign or transfer, in whole or in part, any of its rights or obligations under this Agreement without obtaining prior written consent from the other Party.
11. **WAIVER:** The failure of any party to enforce any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's rights. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.
12. **BINDING AGREEMENT:** This Agreement shall be fully binding upon and inure to the benefit of their successors and assigns.

13. **INDEMNITY:** Receiving Party agrees to indemnify and hold harmless the Disclosing Party, its partners and staff against all loss, damage and expense (including legal expenses relating to any actions, proceedings and claims brought or threatened) of whatsoever nature and howsoever arising out of or in connection with any breach by Receiving Party or its representatives, employees etc. of the terms and conditions of this Agreement.
14. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.
15. **CONFIDENTIALITY:** The terms of this Agreement are confidential and shall not be disclosed to third parties without the written consent of all Parties, except to the extent required by law or by a court or regulatory agency of competent jurisdiction. If any such disclosure is required, the party required to disclose shall notify the other party of the same. The Receiving Party shall not discuss with any member of Public, Media, Press, or share on any Social Media platform or with any other person about the nature of arrangement entered between the parties or the nature of services to be provided by the Receiving Party to the Disclosing Party.
16. **SEVERABILITY:** In the event that any provision of this Agreement shall be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect.
17. **AMENDMENT:** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.
18. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with substantive and procedural laws of India. Any matter or dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Chhattisgarh.
19. **DISPUTE RESOLUTION:** In the event of dispute between the Parties in connection with the validity, interpretation, and implementation or alleged breach of any provision of this Agreement, the Parties shall attempt to resolve the dispute in good faith. In case any such difference or dispute is not amicably resolved within 60 (sixty) days of such referral for resolution, it shall be resolved through arbitration.
20. **ARBITRATION:** In the event of any claim, dispute or difference arising out of or in connection with or in relation to this Agreement, the aggrieved Party will notify the other Party of the claim, dispute or difference and set out in such notice the claim, dispute or difference, giving details of such claim, disputes or differences and notify the other Party that the aggrieved Party desires such claim, dispute or difference to be settled by arbitration under the Arbitration and Conciliation Act, 1996 through a sole arbitrator mutually appointed by the Parties. The seat and venue of the arbitration shall be at Nava Raipur, Raipur, C.G. The Proceedings of arbitration shall be conducted in English Language and the arbitral award shall be a speaking award substantiated in writing and binding on the parties.
21. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED OFFICIAL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

SIGNED AND DELIVERED BY (on behalf of CGMSCL)	SIGNED AND DELIVERED BY (on behalf of _____)	Witnesses
<b>Signature:</b>  <b>Name:</b> <b>Designation:</b> <b>Address:</b> Swasthya Bhavan, Nava Raipur, Sec.19, Raipur-492002, Chhattisgarh	<b>Signature:</b>  <b>Name:</b> <b>Designation:</b> <b>Address:</b>	<b>1. Signature:</b>  <b>Name:</b> <b>Designation:</b>  <b>2. Signature:</b>  <b>Name:</b> <b>Designation:</b>



**ANNEXURE 16: MASTER SERVICE AGREEMENT  
FOR**

***“Selection of an Agency for Operationalization of Mobile Medical Unit in select district of Chhattisgarh for Chhattisgarh Medical Services Corporation”***

This Master Services Agreement (“**Agreement**”) is made and entered into at Nava Raipur, Raipur, Chhattisgarh India on this [●] day of [●], 2024. The effective date of Agreement is [●], 2024.

**BY AND BETWEEN**

**Chhattisgarh Medical Services Corporation**, incorporated under the companies Act 1956, having its registered office at 4th Floor, C.G Housing Board Commercial Complex, South East Corner Sector 27, Atal Nagar, Nava Raipur (CG), Pin 492015, hereinafter referred to as "**CGMSCL**" (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

**M/s. [●]** (insert name of Selected Bidder & Bidder’s entity registration as Company/Partnership/ /NGO/Trust) incorporated under the provisions of the [●] (insert name and year of Act under which incorporated) having its registered office at [●] [insert address of registered Head Office Branch office], (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors, executors and permitted assigns) of the **SECOND PART**;

Reference: (i) Tender Enquiry Document No ..... Dated .....and subsequent Amendment No ....., dated ..... (if any), issued by the Tender Inviting Authority (ii) Service provider’s Tender No ..... Dated .....and subsequent communication(s) No ..... Dated ..... (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the ..... Day of ..... 20... between (name of tender inviting authority) (hereinafter called the Authority) of one part and ..... (name of service provider) (Hereinafter called the Service Provider) of the other part:

WHEREAS the authority is desirous that certain services should be provided by the Service Provider, viz, (brief description of services) and the authority has accepted a tender submitted by the Service Provider for the Services for the sum of ..... (Contract price in words and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. The entire RFP document including but not limited to, following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
  - i. Terms and Conditions;
  - ii. Scope of Work;
  - iii. Performances & Penalties
  - iv. Letter of Intent
  - v. Service Provider’s Notification of Award
2. In consideration of the payments to be made by the Authority the Service Provider hereby covenants to provide the Comprehensive Maintenance Services for the specified equipment in conformity in all respects with the provisions of the Contract.

Chhattisgarh Medical Services Corporation Ltd

3. The Authority hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
4. The bank guarantee valid till \_\_\_\_\_ [(fill the date)] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 5% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the the document, within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.
5. Payment terms: The payment will be made against the bills raised to the Authority by the Provider on a weekly basis after satisfactory completion of said period, duly certified by the designated official. The payment will be made in Indian Rupees.
6. Paying authority: \_\_\_\_\_ (name of the Authority i.e. Office, Authority)

\_\_\_\_\_  
(Signature, name and address of authorized official)

For and on behalf of \_\_\_\_\_

Received and accepted this contract.

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the Provider)

For and on behalf of \_\_\_\_\_

(Name and address of the Provider)

(Seal of the provider)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## **ANNEXURE 17: PRE-CONTRACT INTEGRITY PACT**

<<Fill the attached documents and submit with Rs. 100 Non judicial stamp / e-stamp with seal and authorized signatory sign>>

### **1. GENERAL**

- i. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month .....20....., between, the CHHATTISGARH MEDICAL SERVICES CORPORATION LIMITED acting through \_\_\_\_\_ (Designation of the officer, Department) CGMSCL ( herein after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, proposes to procure (.....) and M/s ..... represented by Shri/ Ms ..... (hereinafter called the “Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) of the second Party, is willing to offer/has offered.
- ii. WHEREAS the Bidder is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Private Company.

### **2. OBJECTIVES**

NOW, THEREFORE, the BUYER and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- i. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distort nary of corruption on public procurement, and
- ii. Enabling Bidders to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

### **3. COMMITMENT OF THE BUYER**

The BUYER commits itself to the following:-

- i. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- ii. The BUYER will, during the pre-contract stage, treat Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to the other Bidders.
- iii. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such

a breach.

In case any such preceding misconduct on the part of such officials(s) is reported by the Bidder to the BUYER with the full and verifiable facts and the same Prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### 4. COMMITMENT OF THE BIDDER

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- i. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- ii. The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing of forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- iii. The Bidder further confirms and declares to the BUYER that the Bidder in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- iv. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- v. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- vi. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- vii. The Bidder shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- viii. The Bidder commits to refrain from giving any complaint directly or through any other

manner without supporting it with full and verifiable facts.

- ix. The Bidder shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

#### 5. PREVIOUS TRANSGRESSION

- i. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from tender process.
- ii. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 6. EARNEST MONEY DEPOSIT

- i. Every Bidder while submitting Financial Bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - a. Bank Draft or a DD in favor of .....
  - b. A confirmed guarantee by a nationalized/schedule bank promising payment of the guaranteed sum to the ..... (BUYER) ..... on demand as per RFP without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - c. Any other mode or through any other instrument (to be specified in the RFP)
- ii. The Earnest Money/Security Deposit shall be valid upto a period as per RFP.
- iii. In the case of successful Bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- iv. No interest shall be payable by the BUYER to the Bidder on Earnest Money/Security Deposit for the period of its currency.

#### 7. SANCTIONS FOR VIOLATIONS

- A. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
  - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
  - ii. To forfeit fully or partially the Earnest Money Deposit (in pre- contract stage) and/or Performance bank Guarantee (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - iv. To encash the Performance bank, if furnished by the Bidder, in order to recover the payments, already made by the BUYER, along with interest.
  - v. To cancel all or any other contracts with the Bidder and the Bidder shall be liable to pay

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- compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to the amount so payable from the money(s) due to the Bidder.
- vi. To debar the Bidder from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - vii. To recover all sums paid in violation of this Pact by Bidder(s) to any middlemen or agent or broken with a view to securing the contract.
  - viii. In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the Bidder, the same shall not be opened.
  - ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the Bidder.
  - x. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife of husband and wholly dependent upon Government servant.
  - xi. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- B. The decision of the BUYER to the effect that a branch of the provisions of this pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Monitor(s) appointed for the purposes of this pact.

#### 8. INDEPENDENT MONITORS

- i. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- ii. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- iii. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- iv. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- v. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- vi. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by

the BUYER/Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

**9. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

**10. LAW AND PLACE OF JURISDICTION**

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

**11. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

**12. VALIDITY**

- i. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the Bidder/Seller whichever is latter. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- ii. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ..... on .....

BUYER Name of the officer Designation Organization 1. Witness 2. Witness	BIDDER Name of the officer Designation Organization
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## **ANNEXURE 18: FINANCIAL PROPOSAL**

OPEX: Operational expense per MMU per month

### **Financial Bid**

S No	Item Code	OPEX* on MMU ( Amount in Indian Rupee Per Mobile Medical Unit per month)	In words
1	S002		

\*OPEX: Operational expense includes vehicle/ fabrications, All necessary Medical equipment, Human Resource, Fuel, Repair & Maintenance, Training, communication, IEC with Audio visual equipment, Electricity/ alternate source of electricity Employee welfare, Security & House Keeping and any other expenses to operate and maintain of MMU. Medicine and Consumables shall be provided by District Health Society based on the local requirements separately.  
The bid amount should include all applicable taxes.

Quoted amount per month in words.....

Signature of the authorized signatory



## **ANNEXURE 19: PRE-BID QUERY FORMAT**

The Bidder will have to ensure that their queries should put on the cgmsc portal and reach through email at [medicine.cgmsc@gov.in](mailto:medicine.cgmsc@gov.in) in the prescribed format as mentioned below

<b>Bidder's Name:</b>			
<b>S. No.</b>	<b>RFP Reference &amp; Page number</b>	<b>Clause Details</b>	<b>Queries with Justification</b>

**ANNEXURE 20: DECLARATION FOR EXISTENCE OF THE FIRM**

*(To be submitted on the letterhead of the Sole Bidder)*

To,  
Managing Director,  
CGMSC Ltd.,  
4th Floor, C.G Housing Board Commercial Complex,  
South East Corner, Sec. 27,  
Nava Raipur, Chhattisgarh 492015

**Sub: RFP dated ----- 2024 for “Selection of an Agency for Operationalization of Mobile Medical Unit in select district of CG for CGMSCL”**

I / We \_\_\_\_\_ *(Full name in capital letters)*, Holder of Power of Attorney of \_\_\_\_\_ *(insert name of Bidder)* as the Proprietor/ Partner /Managing Director certify and confirm that \_\_\_\_\_ *(insert name of the Bidder)* has been in operation for at least 05 (five) Financial Years (i.e., 2018-19, 2019-20, 2020-21, 2021-22, 2022-23) in the field of providing \_\_\_\_\_ *( areas of services to be mentioned )* .

Yours sincerely,

Authorized Signature *(PoA holder of the Sole Bidder)* *[In full and initials with Seal]:*

Name and Title of Signatory:

Name of Bidder *(Firm/ Organization 's name)*:

Address:

Telephone:

Fax:

Email:

*(Name and seal of the Sole Bidder)*

*[Location, Date]*

## **Guidelines for bidders on using integrated eProcurement System in Govt. of Chhattisgarh portal <https://eproc.cgstate.gov.in>**

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

**1. Vendor / Bidder Registration on the e-Procurement System:** All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department, Chhattisgarh (in case to participate in tenders restricted to vendors / bidders in a particular class). The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system. Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.

**A one-time registration fees of Rs 500 (valid for 1 year) will be required to be paid online using the system integrator's (mjunction services limited) payment gateway by the first time users for registration in the eproc portal, existing users can renew their registration online by paying Rs 100.** For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur on Toll free **1800 419 9140** or email [helpdesk.cgeproc@gmail.com](mailto:helpdesk.cgeproc@gmail.com), [helpdesk.cgeproc@mjunction.in](mailto:helpdesk.cgeproc@mjunction.in)

**2. Digital Certificates:** The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India. Note: It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate. Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated. Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital CHHATTISGARH RAILWAY CORPORATION LIMITED General Consultancy & DPR certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date

and time as specified in the tender. In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines. The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid ClassII / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

**3. Online Payment:** As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. All bidders are required to pay **Rs 311 excluding payment gateway charges** as bid processing fees online as a participation fees per tender for any of the departments enlisted in the eproc portal (eproc.cgstate.gov.in) For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link 'Payments accepted online' on the eProcurement portal <https://eproc.cgstate.gov.in>.

**4. Setup of User's Computer System:** In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 8\_77 (8 update 77 , Internet explorer 9 / 11, latest Mozilla firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also internet connectivity should be minimum 2 (two) MBPS.

**5. Tender's Critical Dates & Time/Tender Time Schedule:** The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official. CHHATTISGARH RAILWAY CORPORATION LIMITED General Consultancy & DPR.

**6. Download Tender Document(s):** The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

**7. Submission of Online Bids:** Bidders have to submit their bid online after successful filling of the bids within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

**8. Submission of Earnest Money Deposit:** The bidders shall submit their Earnest Money Deposit in usual physically sealed Earnest Money Deposit envelope and the same should reach the designated office as stated in the Tender document. Bidders also have to upload scanned copy of Earnest Money Deposit instrument OR Online Payment /NEFT/RTGS receipt along with the reference details online.

**10. Opening of Tenders:** The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened. The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

**11. Briefcase:** Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

**For any further queries/assistance, bidders may contact: 1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 419 9140 (9am – 11pm)**

**OR**

**Email helpdesk at Helpdesk.Cgeproc@gmail.Com**

**2. Mr Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158) email: pro-chips@nic.in**