

TENDER DOCUMENT

FOR

**SELECTION OF PARTNER AGENCY FOR OPERATING,
MAINTAINING AND MANAGING SIXMOBILE MEDICAL
UNITSACROSS PROJECT LOCATIONS OF GMDC**

Through online e-tendering process only

Issued By:



**Gujarat Mineral Development Corporation-
Gramya Vikas Trust (GMDC-GVT)**

'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground,
Vastrapur, Ahmedabad - 380052

E-mail: csr@gmdcltd.com

Website: <https://www.gmdcltd.com/>

September 28, 2022



Notice Inviting Online Tender

Details about Tender:

Organization	:	Gujarat Mineral Development Corporation-Gramya Vikas Trust, GMDC-GVT
Circle	:	CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad - 380052
Vertical	:	Healthcare
Tender Notice No.	:	GMDC/ADVT./
Name of Project	:	Provision of Healthcare Facility through Mobile Medical Unit
Name of Work	:	SELECTION OF PARTNER AGENCY FOR OPERATING, MAINTAINING AND MANAGING SIX MOBILE MEDICAL UNITS ACROSS PROJECT LOCATIONS OF GMDC
Estimated Contract Value (INR)	:	Varies with service scope
Contract Period	:	3years from the date of signing of Agreement and extendable by another 2 years.
Bidding Type	:	Open Bidding Process
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture/Consortium	:	Not allowed
Amount Details		
Bid Document Fee (INR)	:	Rs. 5,000/- (non-refundable)
Bid Document Fee Payable to	:	"GMDC Gramya Vikas Trust" payable at Ahmedabad
Bid Security /EMD (INR)	:	Rs. 150,000/-
Bid Security/ EMD in favor of Tender Dates	:	"GMDC Gramya Vikas Trust" payable at Ahmedabad
Bid Document Downloading Start Date	:	28/09 /2022
Pre-Bid Meeting Date& Address	:	10/10 /2022 (12:00 PM) Address: Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad - 380052
Issue of Corrigendum (if any)	:	12/10 /2022
Bid Document Downloading End Date	:	19/10 /2022 (6:00 PM)

Last Date & Time for Receipt/ Submission) of Bids online	:	19/10 /2022 (6:00 PM)
Last Date & Time for hard copy Receipt/ Submission) of Technical Bids	:	27/10 /2022 (6:00 PM)
Date of Preliminary qualification and Technical Bid Opening	:	07/11/2022 (11:00 AM)
Date of Technical Presentation	:	17/11/2022
Financial Bid Opening	:	17/11/2022 (11:00 AM)
Bid Validity Period	:	180 days from opening of price bid
Submission of Technical Bid	:	Technical Bid shall be submitted online and also Hard Copy of Technical Bid (with the bid document fee and EMD) shall be submitted in the office of CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad - 380052
Submission of Financial Bid	:	Bidder shall submit their Financial Bid in electronic format on website www.nprocure.com , after digitally signing the same. Offers which are not digitally signed will not be accepted. No Financial Bid in physical form will be accepted and if any such offer is received by the CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, will be outright rejected.
Officer Inviting Bids	:	CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad - 380052
Bid Opening Authority	:	CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad - 380052
Nodal Point of Contact from Gujarat Mineral Development Corporation Gramya Vikas Trust for any query and clarification	:	Shri. Swagat Ray, CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) Email ID: csr@gmdcltd.com

General Terms and Conditions:

- Bidders can download the tender document free of cost from the website of (n) procure.
- Bidders shall have to submit the EMD, Tender Fee and Technical Bid in the form of hard copy in the office of the CEO, GMDC-GVT through speed post/A. D. registered post.
- Bidders shall have to submit the Financial Bid in Electronic form only on (n) Procure website.
- Financial Bid in physical form will not be accepted in any case.

- Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n) Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India. Other Terms and Conditions are as per detailed tender documents.

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INVITATION FOR BIDS (IFB)

Gujarat Mineral Development Corporation Ltd. (GMDC) is one of India's leading mining and mineral processing companies. For more than five decades, GMDC has been engaged in the development of the ample mineral resources of the state. GMDC ranked 132nd among India's Fortune 500 Companies (2017) and among the Top-5 organizations by market capitalization in the mining sector. GMDC is India's second largest Lignite-producing company. GMDC is the leader in Lignite exploration and supply in Gujarat. Mining lignite from deposit-rich areas across the state, GMDC markets it to various high-growth industries, including textiles, chemicals, ceramics, bricks and captive power.

Gujarat Mineral Development Corporation-Gramya Vikas Trust (GMDC-GVT) was formed by GMDC in the year 1990. Various Project activities have been carried out by GMDC-GVT in and around the Project areas of Gujarat Mineral Development Corporation Limited. GMDC-GVT intends to improve the quality of life of communities in the working and surrounding areas of GMDC Ltd. As per the CSR Policy, GMDC- GVT would undertake selected CSR activities out of the themes listed in Schedule-VII of the Companies Act.

With a focus on strengthening the objective for addressing the inadequate medical facilities, GMDC-GVT is currently operating Five Mobile e-clinic vans under its CSR project in Kutch, Bhavnagar, Bharuch and Surat districts to provide high quality Primary Healthcare Facilities. Project locations of GMDC are situated in far-flung areas. For accessing even, the primary care services, the people residing in the nearby villages at times have to travel long distance.

To take this forward, it is required that reputed organizations having prior experience in the area of operating and managing Mobile Medical Unit shall be selected by GMDC-GVT for continuing the existing primary healthcare services in Kutch, Bhavnagar, Bharuch and Surat districts through six Mobile Medical Units.

With this background, GMDC-GVT invites proposals from the interested reputed organizations to participate in this selection process. Prospective bidders are required to refer the eligibility criteria as well as criteria mentioned in the technical bid and other terms and conditions of this document. Proposal of only those agencies will be considered who are qualified as per the eligibility criteria mentioned in this document.

SCHEDULE FOR INVITATION OF TENDER

TENDER NAME: SELECTION OF PARTNER AGENCY FOR OPERATING, MAINTAINING AND MANAGING SIX MOBILE MEDICAL UNITS ACROSS PROJECT LOCATIONS OF GMDC

To	
Date of Issue of Tender	28/09 /2022
Pre-Bid Meeting	10/10 /2022 (12:00 PM)
Venue for pre- bid meeting	Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad - 380052
Last Date & Time for Receipt/ Submission) of Bids online	19/10 /2022 (6:00 PM)
Last Date & Time for hard copy Receipt/ Submission) of Tender Fees, EMD and Technical Bid	27/10/2022 (6:00 PM)
Technical Bid, Tender Fees and EMD Submission Address:	CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad - 380052
Venue for technical bid opening	Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad - 380052

Note:

- Please address all queries and correspondence to the CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380052 or GMDC-GVT email address: csr@gmdcltd.com
- If the Office of the Gujarat Mineral Development Corporation-Gramya Vikas Trust (GMDC-GVT) happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the Office up to the same time and at the same venue.
- Please quote reference number in all your correspondence.

General instructions for bid submission guidelines:

- Bidders who wish to participate in this selection process will have to register on www.nprocure.com. Further, participating bidders will have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from (n) Code Solutions, or from any

other agency licensed by Controller of Certifying Authority of Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.

- **Technical Bid:** Bidders shall submit both online and hard copy of their Technical Bids in TWO SEPARATE PARTS in sealed envelopes super-scribed with due date, time, project and nature of bid) through Registered A.D. Post & Speed Post only.
- **Financial bid: Bidders shall submit the financial bid online only.**
- Details with regard to the submission of online submission of technical and financial bid as well as hard copy submission of technical bid with the fees (tender and EMD) are mentioned in the tender document.
- Services offered should be strictly as per scope of work and terms and conditions mentioned in this Tender Document.
- The Bid shall require to be valid for 180 days.

Yours faithfully,

CEO, GMDC-GVT
'Khanij Bhawan', 132 Ft. Ring Road,
Near University Ground, Vastrapur, Ahmedabad – 380052

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING THE BID SECURITY,
TENDER FEES AND TECHNICAL BID**

Important Data

DO NOT OPEN – THIS IS A BID

PROJECT		SELECTION OF PARTNER AGENCY FOR OPERATING, MAINTAINING AND MANAGING SIX MOBILE MEDICAL UNITS ACROSS PROJECT LOCATIONS OF GMDC
Due Date	:	
Time	:	
From		
<Name of Bidder>	:	
<Address>	:	
<Phone no.>	:	
<e-mail id>	:	

TO BE PASTED ON THE ENVELOPE CONTAINING THE BID SECURITY AND TENDER FEES

DO NOT OPEN – THIS IS A BID

Bid Security

PROJECT		SELECTION OF PARTNER AGENCY FOR OPERATING, MAINTAINING AND MANAGING SIX MOBILE MEDICAL UNITS ACROSS PROJECT LOCATIONS OF GMDC
Due Date	:	
Time	:	
From		
<Name of Bidder>	:	
<Address>	:	
<Phone no.>	:	
<e-mail id>	:	

TO BE PASTED ON THE ENVELOPE CONTAINING THE TECHNICAL BID (BOTH THE COPIES)

DO NOT OPEN – THIS IS A BID

Technical Bid

Original/ Copy-1

PROJECT		SELECTION OF PARTNER AGENCY FOR OPERATING, MAINTAINING AND MANAGING SIX MOBILE MEDICAL UNITS ACROSS PROJECT LOCATIONS OF GMDC
Due Date	:	
Time	:	
From		
<Name of Bidder>	:	
<Address>	:	
<Phone no.>	:	
<e-mail id>	:	

CHAPTER – 1: INSTRUCTIONS TO THE BIDDERS

ARTICLE - 1: DEFINITIONS

In this document, unless the context specific otherwise, the following words and phrases shall mean and include:

- 1) “**Agreement/ Work Order**” means the Agreement/ Work order to be signed between the Partner Agency and Gujarat Mineral Development Corporation – Gramya Vikas Trust (GMDC-GVT), Ahmedabad.
- 2) “**Authority**” means the Gujarat Mineral Development Corporation – Gramya Vikas Trust (GMDC-GVT), Ahmedabad.
- 3) “**Bid**” means the Technical Bid and Financial Bid submitted by the Bidder to the Gujarat Mineral Development Corporation – Gramya Vikas Trust (GMDC-GVT), Ahmedabad in response to this tender document and shall include any corrections, addenda and modifications made therein.
- 4) “**Bidder**” shall mean an organization eligible to participate in the bidding process as per the provisions under this tender document and shall include the successful Bidder during the currency of the Contract.
- 5) “**Contract Period**” shall mean entire term of the contract as indicated in the agreement to be signed with the selected bidder at the time of award of the project.
- 6) “**Corrupt Practice**” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Bidder selection and Contract execution.
- 7) “**Local Language**” means the language declared by the concerned State Government as their official language.
- 8) “**Project**” means as set forth under Terms of Reference
- 9) “**Project Commissioning**” means Vehicle, Medical equipment, furniture and fixtures, required manpower are in place, Healthcare Services are available at the Project Facility and Project Facility is ready to provide healthcare services to the patients.
- 10) “**Technical Evaluation**” means as set forth under Article 22 of General Terms and Conditions provided in Terms of Reference.
- 11) “**Financial Evaluation**” means as set forth under Article 22 of General Terms and Conditions provided in Terms of Reference.
- 12) “**Partner Agency**” means the selected Bidder with whom the Agreement shall be / is executed.
- 13) “**Annual Management Fees**” means the cost to be incurred for operation, maintenance and management of the Project, in equal quarterly instalments, each such quarterly instalment being payable within thirty days from the expiry of the relevant quarter from the date of project commissioning. It is clarified that the Annual Management Fee shall include all indirect costs incurred by the Partner Agency for day to day supervision and regular monitoring of the Project. The Reimbursable Component and Salary Component shall not be part of the Annual Management Fee. The Annual Management Fee shall be

exclusive of the applicable taxes and duties which shall be payable as per applicable laws over and above the same.

14) **“Project Monitoring Committee”** means as set forth under Article 3.

ARTICLE - 2: ELIGIBILITY CRITERIA FOR BIDDERS

The Bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. **Claims without documentary evidence will not be considered.**

- a) The bidder shall be either a **company incorporated under the Companies Act, 2013 or the Companies Act, 1956** or a **Trust established under Indian Trust Act, 1882** or a **Society established under Indian Societies Registration Act, 1860**, and no other entity (save and except as aforesaid entities) shall be deemed as qualified to submit its bid in terms hereof. A copy of the registration needs to be produced as the documentary proof.
- b) **The Bidder should be a registered legal entity in India. Consortium of entities shall not be allowed to participate in the bid.**
- c) **Minimum 5 years of continuous experience (2021-22, 2020-21, , 2019-20, 2018-19, and 2017-18) in healthcare domain including minimum 3 years of continuous experience (2021-22, 2020-21, and 2019-20) in operation, maintenance and management of mobile medical units (Eligible Units),** having engagement of at least 5 (five) such facility and which shall be operational as on the Bid Due Date of this Bid. Bidder need to submit a certificate from statutory auditor/chartered accountant certifying this.
- d) **Minimum 15 medical staffs (MBBS, MD Doctor, BAMS, BHMS, Nurse, Compounder, Tele Consultation)** under its current operation. The Bidder needs to submit a certificate from statutory auditor/chartered accountant certifying this.
- e) The bidder should have **experience of operating telemedicine/POC device/new technologies.**
- f) The bidder should have **diagnosed minimum 20,000 of patients in last three years.**
- g) The bidder should have **minimum annual average turnover of INR 3 crore from healthcare operations in last Five Financial Years (FY 2021-22, 2020-21, 2019-20, 2018-19, and 2017-18).** Bidder needs to submit a certificate from statutory auditor/chartered accountant certifying this. (Covid period)

ARTICLE - 3: BIDDING PROCESS

- a) Bidders are required to submit the Technical Bid and Financial Bid as per the provisions of this tender document. The maximum marks of technical bid and Financial bid are 100.
- b) Bidders meeting the Eligibility Criteria as mentioned under Article 2 will be eligible for opening of Technical Bid and will be invited for a Technical Presentation.
- c) Technical Bid along with Technical Presentation will be evaluated based on the scoring criteria mentioned in this tender document
- d) Bidders meeting the minimum technical score of 60 will be qualified for opening of Financial Bid as per the Bid Evaluation Process prescribed in the tender document.

CHAPTER – 2: TERMS OF REFERENCE

ARTICLE - 1: INTRODUCTION

Gujarat Mineral Development Corporation Ltd. (GMDC) is one of India's leading mining and mineral processing companies. For more than five decades, GMDC has been engaged in the development of the ample mineral resources of the state. GMDC ranked 132nd among India's Fortune 500 Companies (2017) and among the Top-5 organizations by market capitalization in the mining sector. GMDC is India's second largest Lignite-producing company. GMDC is the leader in Lignite exploration and supply in Gujarat. Mining lignite from deposit-rich areas across the state, GMDC markets it to various high-growth industries, including textiles, chemicals, ceramics, bricks and captive power.

Gujarat Mineral Development Corporation-Gramya Vikas Trust (GMDC-GVT) was formed by GMDC in the year 1990. Various Project activities have been carried out by GMDC-GVT in and around the project areas of Gujarat Mineral Development Corporation Limited. GMDC-GVT intends to improve the quality of life of communities in the working and surrounding areas of GMDC Ltd. As per the CSR Policy, GMDC- GVT would undertake selected CSR activities out of the themes listed in Schedule-VII of the Companies Act.

With a focus on strengthening the objective for addressing the inadequate medical facilities, GMDC-GVT is currently operating Five Mobile e-clinic vans under its CSR project in Kutch, Bhavnagar, Bharuch and Surat districts to provide high quality Primary Healthcare Facilities. Project locations of GMDC are situated in far-flung areas in these districts. For accessing even, the primary care services, the people residing in the nearby villages at times have to travel large distances.

To take this forward, it is required that reputed organizations having prior experience in the area of operating and managing Mobile Medical Unit shall be selected by GMDC-GVT for continuing the existing primary healthcare services as well as providing additional pack of healthcare services in Kutch, Bhavnagar, Bharuch and Surat districts through six Mobile Medical Units.

Through this RFP, GMDC-GVT intends to engage a reputed and experienced national organization in the area of operating and managing Mobile Medical Units in the state of Gujarat for providing primary healthcare services in Kutch, Surat, Bharuch, Bhavnagar districts through existing six Mobile Medical Units. However, GMDC-GVT has right to allocate MMUs among more than one Agency.

ARTICLE - 2: SCOPE OF WORK OF PARTNER AGENCY

A list of indicative services (but not limited to) to be provided for operating, managing and maintaining one Mobile Medical Unit (MMU)with an objective to provide Primary Healthcare, are provided below:

Preparation of Project Plan:

The Partner Agency shall prepare and submit the Project Plan for review and approvals from the Authority and Project Monitoring Committee. The Project Plan shall include (but not limited to the) following:

1. Required minimum medical equipment, furniture and fixtures, IT infrastructure and estimated capital cost towards purchasing of medical equipment, furniture and fixtures IT infrastructure. (If any).
2. Branding of the GMDC-GVT Mobile Medical Unit.
3. Understanding of regulations and approval with respect to the GMDC-GVT Mobile Medical Unit.
4. Annual operating plan such as operational mechanism, OPD timing, minimum required essential drugs and medicines (generic), inventory management of minimum required drugs and medicines (generic) and estimated operational cost with respect to the Salary Component and Reimbursable Component.
5. In addition to the above, the Partner Agency may be required to provide any further information as may be required by the Authority and/or the Project Monitoring Committee.

On receipt of the draft Project Plan, the Project Monitoring Committee shall review the Project Plan submitted by the Partner Agency and provide its comments/observations and suggestions for approval of the Project Plan within 15 (fifteen) days from the date of the receipt of Project Plan.

Procurement, Installation and Maintenance of Medical Equipment, Furniture and IT related items:

1. The Partner Agency shall install necessary medical equipment (as per the prescribed list of NHM for MMU), furniture, fittings and fixtures and make the MMU operational for offering Healthcare Services.
2. The Partner Agency shall operate and maintain the MMU as per the agreed standards and SOPs during the Project Period.
3. The Partner Agency shall undertake operations and maintenance of the MMU other than Healthcare Services by itself or through a Contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Partner Agency shall remain solely responsible to meet the O&M Requirements.
4. The Partner Agency will also ensure to get the annual maintenance contract ("AMC") done for the procured items/equipment with the vendor(s). All the expenses toward the AMC will be borne by the Partner Agency and reimbursed by GMDC-GVT; provided that the Partner Agency shall, notwithstanding such AMC arrangements, always retain overall management, responsibility, obligation and liability in relation to the services/activities/functions rendered or performed through the AMC. Any such AMC shall not relieve the Partner Agency from any of its obligations in respect of the Project and the provision of the health services.

Provision of Primary Healthcare Services to the patients:

1. The Partner Agency will provide following medical and clinical services as specified below, without levying, collecting and appropriating any user fee from users/patients:
 - Mobile Medical Units are envisaged to provide primary care services for common diseases including communicable and non-communicable diseases, RCH services, carry out screening activities and provide referral linkage to appropriate higher faculties.
 - The services provided would of necessity preventive and promotive and outpatient curative care. Where there are cases need in acute medical care on the day the MMU reaches the site, such care would be provided.

In addition, the Partner Agency is also expected to:

- Provide point of care diagnostics: Blood glucose, pregnancy testing, urine microscopy, Albumin and sugar, Hb, Height/Weight, vision testing, RDT,
 - Collect sputum samples,
 - Screen populations over 35 for Hypertension, Diabetes, and Cancers annually and Undertake follow-up checks during the monthly visit, including providing patients requiring drugs with a monthly supply (Hypertension, Diabetes, Epilepsy)
 - Undertake IEC sessions on various health topics - improved preventive and promotive behaviors for maternal and child health, communicable diseases, including vector-borne diseases, educate the community on lifestyle changes, the need for screening for NCDs, and early recognition and appropriate referral.
2. Ensuring Safe Maternity Care and Childbirth through Mobile Teams
 - In addition to this, Partner Agency is also required to suggest an additional pack of services from the list of service packs mentioned in Annexure-13. Partner Agency may offer the additional pack of services based on the local prevailing conditions and need for healthcare services in the particular area.
 3. The Partner Agency shall undertake to provide Primary Healthcare Services by itself and will not outsource the Healthcare Services to a third party.

Recruitment, Training, and Deployment of MMU Staff:

1. The Partner Agency would recruit, train, deploy and maintain a team of competent personnel for running the MMU. A list of minimum key personnel required for operating one MMU with their qualifications are given below:

Manpower	Essential	Qualification
MBBS Doctor	1	MBBS and having a minimum of one/two years of relevant experience
Nurse-midwife (Staff-Nurse)	1	Diploma in Nursing (recognized by the Indian Nursing Council) and have a minimum of two years of relevant experience
Laboratory Technician and Pharmacist	1	Certified Technician and having one year of relevant experience
Driver cum Support Staff	1	SSC, Heavy Vehicle License and Indemnity

Manpower	Essential	Qualification
		of Accident-free Driving in the last 3 years
Total	4	

2. The staff so recruited/ appointed shall be exclusively on the Pay roll of the Partner Agency. The Partner Agency will ensure the deployment of the minimum personnel as enumerated above to keep the MMUs operational and capable of providing the services as agreed upon.
3. Recruitment, training, and remuneration of the manpower (personnel, employees, and staff) required for the Project shall be the responsibility of the Project Partner and be in compliance with this Agreement and all statutory provisions enacted by the Government of Gujarat, provided no personnel, staff or employee under the Project whether temporary or permanently employed for the purposes of implementation of this Project shall, under any circumstances, be deemed to be in employment with any other Authority and the Partner Agency shall ensure that its operations are conducted in a manner so that any employer-employee relationship is not imputed between the Authority and the employees, personnel and staff of the Partner Agency.
4. The Partner Agency shall ensure that all the staff engaged in the delivery of the services are at all times properly and adequately notified, trained, and instructed in accordance with good clinical and good healthcare practice and the standards of their relevant professional body, if any, in the execution of their duties and information records are maintained accordingly.
5. The Partner Agency shall always retain on file, copies of all current and valid Projects, certifications and/or accreditations of all the medical personnel performing services. Partner Agency shall further provide to the Authority a list of currently employed trained medical personnel and shall update the list whenever they enter or leave the Partner Agency's employment/ payroll/contract.
6. In the event that the Authority decides that particular staff / personnel should be removed from the position due to a lack of requisite qualification or training or has consistently demonstrated a lack of capability in providing the required services, the Partner Agency shall have to abide by such decision and act on the advice of the Authority promptly. The decision of the Authority in this regard shall be final.

Mobilization and selection of villages:

1. The Partner Agency shall carry out the mobilization among the identified villages of GMDC core areas and buffer zone of Kutch, Bhavnagar, Bharuch, and Surat to create awareness about the offerings at the MMU. The Partner Agency shall submit the detailed plan for mobilization before going to the field.
2. GMDC-GVT intends to target villages of GMDC core areas and buffer zone of Kutch, Bhavnagar, Bharuch, and Surat districts to provide the benefits under the proposed project. However, it will be the responsibility of the Partner Agency to identify and target at least 24 villages per MMU that can be offered services twice a month in one village.

The indicative parameters of identification and selection of such 24 villages could be (a) total population of the village, (b) demand and supply of healthcare services in the village, and (c) identification of vulnerable population/ community, etc. (d) Proximity of village from GMDC Mines/Project location. The list of villages is enclosed as **Annexure-12**.

3. The Partner Agency shall follow the Service Plan/Route plan/Calendar for MMU as approved by the GMDC-GVT. It will be the prime responsibility of the Partner Agency to provide the Service Plan/Route plan/Calendar for MMU. It is expected that Sunday will be the day on which no service would require to be provided, and the weekly off on Sunday could be used for maintenance, refilling, and data entry purposes. However, the competent authority may declare any other day in the week as an “off-day.”

Procurement of medicines and consumables:

1. Conventional pharmacy with the availability of all essential medicines for primary care or Medicine ATM.
2. The Partner Agency shall ensure that the Project Facility maintains an effective supply chain of medicines/drugs (generic). However, in order to avoid a stock-out situation, the Partner Agency shall keep an inventory equivalent of fifteen (15) days of consumption of the medicines/drugs.
3. The cost of drugs/medicines shall be reimbursed by Authority on an actual basis upon submission of supporting documents. The Partner Agency shall procure and dispense only generic drugs/medicines.

Technologies to be deployed (indicative)

1. **E prescription.**
2. **Telemedicine (for specialist consultations):** Even though there is a provision for doctors at adequate salary levels, there exists a possibility that Agency may not get doctors for the said location or there are periods during which doctors are not available (if existing doctors leave in between), given the far-flung geographical locations of the blocks where the GMDC-GVT MMU is planned. To address this, the Agency must deploy a telemedicine solution enabling doctors’ consultation along with basic diagnostics and pathology tests from remote locations. This feature shall act as a contingency plan in periods when the GMDC MMU does not have full-time doctors and when specialist consultations are required.
3. **Management Information System:** Digital record keeping for patient records. This will enable access to previous health-related information without the patient preserving and carrying health records in paper format, which at times are damaged or missed but may prove very important for healthcare providers for treatment. Digital record-keeping for analysing and interpreting the data (pattern of patient visits, clinical presentation with they are reporting to hospital, clinical and pathological findings, etc.).

Waste Management:

1. The Partner Agency shall put in place a comprehensive waste management system for managing and undertaking the safe segregation, handling, transport, and disposal of waste from the designated generation point to its point of final disposal. This shall include but shall not be limited to clinical/biomedical waste as defined under Biomedical Waste (Management and Handling) Rules, 1998 (or any updated guidelines as applicable), hazardous wastes, radioactive waste, and non-clinical waste. The Partner Agency shall comply with all statutory standards and requirements, including Biomedical Waste (Management and Handling) Rules 2016 as amended from time to time, Hazardous Waste (Management, Handling and Trans boundary Movement) Rules 2016 as amended from time to time, Water (Prevention and Control of Pollution) Act 1974 as amended from time to time, etc. Partner Agency shall maintain full and auditable records in connection with the waste management detailing volumes, weights, and type of waste collected, stored, transported, and disposed of.
2. The Partner Agency shall enter into a contractual agreement with the concerned medical waste disposable/treatment service provider for the treatment and disposal of the biomedical/clinical waste.
3. The Partner Agency shall ensure that staff involved in the handling of biomedical/clinical wastes shall be offered appropriate immunization. The Partner Agency shall also ensure that all staff are adequately trained in relation to the safe handling and segregation of all sorts of wastes.

Sterilization Services:

1. A sterilization facility to disinfect all instruments on a regular basis should be provided by the Partner Agency to ensure a high level of hygiene and effective treatment of patients.
2. The Partner Agency shall institute an effective monitoring system for the above.

Equipment Maintenance:

1. The Partner Agency shall undertake comprehensive planned and proactive maintenance of equipment to ensure that equipment is safe, accurate and working to optimum performance and to achieve maximum availability and continuity of services by minimizing the inconvenience caused by equipment breakdowns and interruptions and achieving effective delivery of service from all medical equipment and services by maintaining standards set by the equipment manufacturer. For much clarity, the Partner Agency shall have alternate arrangements during any sort of maintenance/repair of equipment/machines/apparatus to ensure delivery of services as envisaged in this Agreement is not hampered/hindered/stopped.
2. The maintenance shall include:
 - a. Planned protective maintenance designed to keep unplanned breakdowns and disruptions minimum;
 - b. Reactive maintenance provides rectification or arranging similar system to provide continuity of services; and

- c. Implement and maintain a planned replacement system of time/performance expired assets to maintain quality of performance and service availability.
- d. The Partner Agency shall maintain a logbook of planned and reactive maintenance.
- e. The Partner Agency shall enter into a comprehensive maintenance contract with equipment manufacturers/suppliers valid throughout the Project Period. The Partner Agency shall enter into an appropriate contractual arrangement for the supply of spare parts and equipment parts/components. The Partner Agency should also ensure to get these equipment insured at their own cost the day the equipment is installed at the Project Facility.
- f. The Partner Agency shall share copies of all the contracts/agreements (maintenance Agreements, insurances, etc.) entered into by it with the third parties
- g. The Partner Agency shall ensure sufficient stocks of materials and consumables are maintained for the provisions of the services and that such materials shall be stored in a clean and tidy manner in earmarked areas.

Clinical Record Keeping:

1. Partner Agency shall create, maintain, and preserve professionally the records (including diagnosis, treatment, and care given) for all patients receiving treatment. A medical record shall document the health of a patient, including past and present illness or illness and treatment prescribed, with special attention to the events affecting the patient during the episode of care.
2. Partner Agency will ensure that patient receives a high quality of medical care, which is documented thoroughly, accurately, and timely in the medical record. The Project Facility will issue a unique registration number to every patient. All records and data shall be kept in reference to this number.
3. The Partner Agency shall comply with any duty arising from the Patient's entitlement to the confidentiality of his/her health record and any other information (including Personal Data) relating to him/her as a Patient in accordance with the Applicable Laws and Good Industry Practice.
4. The Partner Agency shall promptly return any records on the Patient's health and any other personal data relating to the Patient's treatment to the Patient's attendant upon request at any time.

Record Keeping and Reporting:

1. All records and plans related to the Project and Project Facility shall be kept at the Project Facility. The list of records to be maintained shall include the following:
 - The Project Agreement, its Schedules, and the project documents, including all amendments to such agreements;
 - All other documents, software, or other information expressly referred to in the Agreement;
 - Records relating to the appointment and supersession of the Partner Agency's representative and the Authority's representative;

- Documents relating to applications, consents, refusals, and referrals;
 - Records relating to any specialist or statutory inspections of the Facilities;
 - Notices, reports, results, and certificates relating to the completion of the Works and completion of commissioning activities;
 - Documents relating to events of Force Majeure, delay events, Events of Default and relief events and the consequences of the same;
 - All formal notices, reports or submissions made to or received from the Authority in connection with the provision of services, the monitoring of performance, or the availability of the facilities;
 - All certificates, concessions, registrations, or warranties related to the provision of Project Facility and services;
 - Documents related to referrals to the dispute resolution procedure;
 - Documents related to change in ownership or any interest in any or all of the shares in Partner Agency;
 - Records related to taxes;
 - Financial records, including audited and unaudited accounts of the parent company and Partner Agency and related reports;
 - Documents relating to testing;
 - Records required by law and all consents;
 - Documents relating to insurance and insurance claims;
 - All other records, notices, or certificates are required to be produced and/or maintained by Partner Agency pursuant to RFP.
2. The complaint register shall be available at the Project Facility at all times. The Complaint register shall be made available to the Authority as and when asked for.
 3. The Partner Agency acknowledges that in order to monitor the Healthcare Services, there needs to be a timely, regular exchange of detailed and accurate information, and accordingly, the Partner Agency shall collate and provide the information as mentioned on a quarterly basis.

Retention of Records and Backup of Operations:

The Partner Agency shall retain all records and reports pertaining to this Agreement for a period of at least five (5) years from the date of expiry of the Project Period; for any further period required by Law; and until all audits are completed and exceptions resolved for the term of the RFP and Agreement. Upon request and except as otherwise restricted by Applicable Law, Partner Agency shall make these records available to authorized representatives of the Authority.

Environmental Compliance:

The Partner Agency shall ensure that all aspects of the operation of the Project Facility during the Project Period and processes employed in operation and maintenance thereof shall conform to the laws pertaining to the environment, health, and safety aspects, including policies and guidelines related thereto.

General Activities and obligations to Partner Agency:

1. In case of **emergency situations like a natural disaster, epidemic, etc.**, the Authority may, through a written or verbal notice, direct the Partner Agency to provide services in the affected area. On the receipt of information, the Partner Agency shall immediately deploy available manpower, and resources in the affected area on a priority basis.
2. Any additional capital expenditure and/or the additional operating costs or both as the case may be incurred by the Partner Agency arising out of the Emergency Situation shall be brought to notice of the Authority and Project Monitoring Committee. The Project Monitoring Committee shall review such expenses, and upon approval of the Project Monitoring Committee and Authority, the cost incurred towards the same shall be reimbursed by the Authority.
3. The Partner Agency shall submit the **Standard Operating Procedure (SoP)** to GMDC-GVT, and MMU shall operate according to the SoP as per NHM guidelines & approved by GMDC-GVT.
4. The Partner Agency shall, during the Project Period shall **designate and appoint suitable officers/representatives** as it may deem appropriate to supervise the Project Facility, to deal with the Authority, and to be responsible for all necessary exchange of information required pursuant to this Agreement;
5. It shall, for the purposes of determining that the Project Facility **is being maintained in accordance with the O&M Requirements**, the Partner Agency shall, with due diligence, carry out necessary tests in accordance with and as per the instructions of the Authority or its Authorized representatives and such tests shall be carried out under the supervision of the Authority or its Authorized Representatives. The Partner Agency shall maintain a proper record of such tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the results of the tests.
6. **No items comprising the Project Facility shall be disposed-off** during the Project Period unless specifically approved by the Authority in writing.
7. The Partner Agency shall always **ensure the security of the Project Facility** during the Project Period and ensure the safety and security of all patients, staff, and bona fide visitors to the Project Facility. It shall maintain the safety of all persons, and their belongings, within the Project Facility. This includes the protection of patients, staff, service providers, and visitors against violent acts or abuse. It shall protect the Project Facility and property, patients, staff, and visitors against theft, vandalism, malicious tampering, and criminal damage; and ensure only bona fide visitors are allowed access to the Project Facility. This includes restricting access of undesirable persons to the Project Facility in general and restricting access to sensitive areas to authorized personnel only. The Partner Agency shall provide reports on all incidences of crime to the concerned government department and to the Authority within the Project Facility.
8. The Partner Agency shall undertake **regular and periodic pest control** to ensure that facility is free from the pests and rodents. It shall ensure the use of chemicals for pest control is in compliance with statutory compliance and banned chemicals are not used for this purpose. The Partner Agency shall maintain the record on number, type and location of infestation reported and signed and dated pest control activity reports.

9. The Authority shall in terms hereof and more particularly the Agreement, reimburse the cost incurred towards procurement of new vehicle, fabrication, branding of vehicle, procurement of medical equipment, salary to HR, medicines and furniture and fixtures etc. as required for Project as per the provision of the tender document.
10. The Authority either directly or through appointed representatives, carry out regular review of the Project along with Financial and Accounting Audits at least twice every year to ensure that desired services are being provided.
11. The Partner Agency shall ensure that the medical and non-medical personnel appointed/ engaged have the minimum qualification and experience as prescribed in the tender document.
12. The Partner Agency shall set up and maintain an **IT based MIS to capture data related to patients, diagnostics and medicines** for the purpose of recording and maintaining the information as required by the Agreement and for the purpose of performance monitoring.
13. The Partner Agency shall be **responsible for the operation and maintenance of all movable and immovable assets of the Project Facility** in Good Working Condition and abide by the existing policies of the Government and Applicable Laws and applicable approvals.
14. The Partner Agency shall provide an annual operating plan (project plan) for the Project detailing the activities and costs involved and take prior approval of the Authority before the start of the operating year.
15. The Authority shall reimburse all operating and maintenance costs of the Project on production of bills and supporting documents on a monthly basis, subject to the annual ceiling agreed in the annual operating plan (project plan) for the year. The Authority shall pay to the Partner Agency annual management fee as quoted (the “Annual Management Fee”) for operation, maintenance and management of the Project Facility (s), in equal quarterly instalments, each such quarterly instalment being payable within thirty days from the expiry of the relevant quarter. It is clarified that the Annual Management Fee shall include all indirect costs incurred by the Partner Agency for day to day supervision and regular monitoring of the Project and shall be paid from the date of Project Commissioning (refer Article 1: Definitions of Chapter 1: Instructions to the Bidders). The Reimbursable and Salary Component shall not be part of the Annual Management Fee. The Annual Management Fee mentioned above shall be exclusive of the applicable taxes and duties which shall be payable as per applicable laws over and above the same.
16. In the event of non-performance/non-observance/breach of the KPIs (listed in the tender document) by the Partner Agency, the Authority shall levy, and Partner Agency shall be obligated to pay to Authority liquidity damage in the manner and at the rate as particularly set out in the Tender document. In this regard, it is stated that such liquidity damage shall be recoverable from the Annual Management Fee payable to the Partner Agency.
17. The Partner Agency shall communicate the names and addresses of the Team manning a MMU during the engagement and any change in the composition of the team must be

intimated to the authority. The names of men at work at the MMU at any point of time must also be displayed prominently on the MMU.

18. The Partner Agency will also comply with confidentiality and privacy laws including patient details.
19. The Mobile Medical Unit will only provide out-patient services. **This unit will function as mobile clinic and are not meant to transport patients however it may act as referral.**
20. All signage and branding of the Project shall be carried out as agreed with the Authority.
21. The Partner Agency shall, at all times during the Project Period, allow access to and usage of Project Facilities to the Authority/person nominated by the Authority.
22. The Partner Agency during the Project Period shall at its own cost and expense:
 - a. Investigate, study, design, operate and maintain the Project Facility in accordance with the provisions hereof;
 - b. Obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Project Period;
 - c. Comply with Applicable Law governing the operations of the Project Facility, as the case may be, at all times during the Project Period;
 - d. Procure& maintain in full force and effect, as necessary, appropriate proprietary rights, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
 - e. Appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;
 - f. Be responsible for all the health, security, environment and safety aspects of the Project Site/Project Facility, as the case may be, at all times during the Project Period;
 - g. Upon receipt of a request thereof, provide access to the Project Facility to the authorized representatives of the Authority for the purpose of ascertaining compliance with the terms, covenants, and conditions of this Agreement and to any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facility and to investigate any matter within their authority and upon reasonable notice, the Partner Agency shall provide to such person assistance reasonably required to carry out their respective duties and functions;
 - h. Pay all taxes(except house tax), duties, and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Project Period;
 - i. Provide and maintain all necessary accommodation and welfare facilities for its staff and labor. The Partner Agency shall not permit any of its employees to maintain any temporary or permanent living quarters within the structure forming a part of the Project Facility;
 - j. Take precautions to ensure the health and safety of its staff and labor;
 - k. Take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staff and labour and to preserve peace and protection of persons and property in the neighbourhood of the Project Facility against such conduct;

Operations and Maintenance Requirements (O&M Requirements):

1. The Partner Agency shall comply with the O&M requirements in this section. In doing so, the Partner Agency shall ensure that the Project Facility are maintained to the standards and specifications as set out.
2. In the planning and implementation of all works and functions associated with the O&M Requirements of the Project Facility, the Partner Agency shall take all such actions and do all such things (including without limitation, organizing itself, adopting measures and standards, executing procedures including inspection procedures, and engaging Contractors, if any, agents and employees) in such manner, as will:
 - a. Keep the Project Facility from undue deterioration and wear;
 - b. Ensure the safety of personnel deployed for operation & maintenance of facilities permits the unimpaired performance of statutory duties and functions of any party in relation to the Project.
3. During the Project Period, the Partner Agency shall ensure that:
 - a. Project Facility is kept free from undue deterioration and undue wear;
 - b. Applicable and adequate safety measures are taken;
 - c. Adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facility due to any of its actions is minimized;
 - d. Any situation which has arisen or is likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized;
 - e. Disturbance or damage or destruction to property of the third party by operations of the Project Facility is controlled/minimized;
 - f. Members of the public are treated with due courtesy and consideration by its employees/ agents;
 - g. Users are provided with adequate information and forewarned of any event or any other matter affecting the Project Facility to enable them to control/minimize any adverse consequences of such event or matter;
 - h. A complaint register to record grievances of any member of the public in relation to the operations and maintenance of the Project Facility is duly maintained;
 - i. The personnel assigned by the Partner Agency have the requisite qualifications and experience and are given the training necessary to enable the Partner Agency to meet the O&M Requirements.

ARTICLE - 3: PROJECT MONITORING COMMITTEE

1. The Authority shall set up a project monitoring committee (the "Project Monitoring Committee") to periodically monitor the Project.
2. The Project Monitoring Committee would be chaired by Chairman of the Authority.
3. The other members of the Project Monitoring Committee would be as under:
 - Representative of the Authority
 - Representative of Partner Agency

- Representative of other departments of GMDC, if required
 - Any technical/domain expert (independent)
4. The basic roles & responsibilities of the Committee are as under:
- Review the Project Plan submitted by the Partner Agency
 - Review and decide the maximum amount of Reimbursable Component for providing the Healthcare Services
 - Review and decide the Salary Component of the minimum required manpower to be deployed at the Mobile Medical Unit
 - Review and assess any addition of Healthcare Services
 - Review and assess the requirement of new medical equipment, furniture, and fixture with respect to the addition of healthcare services during the Project Period
 - Assess the requirement for major repairs and replacements
 - Quarterly performance review of the Mobile Medical Unit keeping in view the Key Performance Indicators as mentioned in this RFP.
5. The Project Monitoring Committee shall meet quarterly once (within 15 days of the end of every quarter) to review the Project. The Annual Management Fee will be based on the achievement of the KPIs. For the avoidance of doubt, in case of non-achievement of any KPI, the penalty as mentioned under the tender document will be deducted from the quarterly amount of the Annual Management Fee payable.

ARTICLE - 4: ANNUAL FEE AND PAYMENT TERMS

1. Annual Management Fee

In consideration of the Partner Agency performing its obligations in accordance with and subject to terms hereof, Authority shall (subject to terms hereof) pay from the date of Project Commissioning to the Partner Agency the annual management fee as quoted in the Financial Bid (the “Annual Management Fee”) on a quarterly basis. **It is clarified that the Annual Management Fee shall include all indirect costs incurred by the Partner Agency for day-to-day supervision and regular monitoring of the Project. The Reimbursable Component and Salary Component shall not be part of the Annual Management Fee.**

Payment Mechanism:

- a. The amount mentioned above is exclusive of applicable taxes, and the same shall be payable by the Authority at actual to the Partner Agency.
- b. The Partner Agency would be paid the Annual Management Fee in equal quarterly instalments within 30 days from the expiry of each quarter. If the Annual Management Fee is not paid within 30 days from the end of the quarter (the “**Due Date of Payment of Annual Management Fee**”), the Partner Agency shall give notice to the Authority at the end of the 30th day to make the payments within 15 days from the end of the 30th day. If the Authority fails to pay the Annual Management Fee after the 15th day, an

interest of 2% per month from the Due Date of Payment of Annual Management Fee for each day of delay subject to a maximum period of 3 months from the Due Date of Payment of Annual Management Fee. In case the payment is not made within such an extended period of 3 months, this will result in an Authority Event of Default, and the Partner Agency has the right to terminate the Agreement as per the provisions.

- c. The Annual Management Fee shall be increased at the rate of 5% on a yearly basis in accordance with the terms and conditions of this Agreement. In case of extension in the contract period of the partner agency for another two years, the increment of 5% shall be revised to 7.5% in the Annual Management Fees for a further two years.
- d. In case the Partner Agency does not achieve the KPI mentioned in the RFP, then the Authority shall deduct the penalty amount as mentioned under schedule 4 from the quarter during which KPIs need to be achieved.
- e. All payments to the Partner Agency shall be made by way of cheque/ demand draft or any other means adopted by the Authority.
- f. The Annual Management Fee does not include Salary Component and Reimbursable Component.

2. Reimbursement Component (Salary, Medical Equipment, Drugs, Consumables, etc.)

In consideration of the Partner Agency performing its obligations in accordance with and subject to terms of the RFP and Agreement, Authority shall reimburse all Capex, Operating and Maintenance costs of the Project on the production of bills and supporting documents on a monthly basis, subject to the annual ceiling agreed in the annual operating plan (Project Plan) for the year. **The reimbursable component shall be reimbursed on an actual basis upon submission of the following supporting documents:**

For Salary to HR, Drugs/Medicine:

- Chartered Accountant certificate certifying the cost incurred towards drugs/medicines
- The details breakup of the cost incurred towards the drugs/medicines and submission of original bills to GMDC.

For Procurement of appropriate vehicle Medical Equipment, Consumables, and disposables:

- CA certificate certifying the cost incurred towards procurement of vehicle, medical equipment, consumables, and disposals.
- The details breakup of the cost incurred towards the medical equipment, consumables, and disposals and submission of original bills to GMDC.

For maintenance of medical equipment:

- Chartered Accountant certificate certifying the cost incurred towards the maintenance of medical equipment.
- The copy of the Annual Maintenance Contract (AMC) executed for annual maintenance of medical equipment.

CHAPTER – 3: GENERAL TERMS AND CONDITIONS

ARTICLE - 1: CHECKLIST OF DOCUMENTS COMPRISING THE BID

The technical bid to be submitted shall have following documents (the “**Technical Bid**”). The Technical Bid shall be submitted both through online and hard copy submission (1 Original and 1 Copy):

Part-I

Earnest Money Deposit and Bid Document Fee.

Part – II

1. Bid signed and sealed (with official seal) in Original (with photocopies in copy I) on all pages with all pages duly numbered.
2. A pen-drive containing the softcopy of the Technical Bid and scan copy of the documents submitted.
3. In case bidder is a company- Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations,

Or

In case the Bidder is a Society- Certified copy of registration deed with objects of constitution of society

In case of Trust- Certified copy of the Trust Deed

Or

In case of Partnership Firm- Certified copy of the Registration Certificate and Partnership Deed

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.

4. List of present Directors/owners/executive council members/trustees/ Board members as applicable.
5. Copy of GST registration certificate.
6. Audited financial statement for the financial years 2016-17, 2017-18 and 2018-19.
7. Documentary evidence in support of fulfillment of the criteria as stated under Eligibility and Technical Criteria.
8. Details as per the formats given under the Annexure. (please check all the Annexure)

Part III

The Financial Bid shall be submitted as per **Annexure-10** online. (the “**Financial Bid**”). No Financial Bid in physical form will be accepted and if any such offer is received by the CEO, GMDC-GVT, will be outright rejected.

ARTICLE – 2: BIDDING DOCUMENT

- 2.1 Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

ARTICLE – 3: PRE-BID MEETING AND CLARIFICATION ON BIDDING DOCUMENTS

- 3.1 A pre-bid meeting will be organized to provide clarification to the Bidder’s queries as per the schedule mentioned in the tender document. No more than two representatives from each Bidder shall attend the pre-bid meeting.
- 3.2 Bidders can send their queries at least three days prior to the pre-bid meeting through email.

ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS

- 4.1 At any time prior to the deadline for submission of bids, GMDC, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders, may modify the bidding documents by amendment.
- 4.2 All prospective Bidders who have received the bidding documents will be notified of the amendment and such modification will be binding on them. The same shall also be placed on the website of GMDC viz. <https://www.gmdcltd.com/> and <http://nprocure.com>.
- 4.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, GMDC-GVT, at its discretion, may extend the deadline for the submission of bids.

ARTICLE – 5: LANGUAGE OF BID

- 5.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and GMDC-GVT shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 6: COST OF BIDDING

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid, and GMDC-GVT will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

ARTICLE - 7: BID FORMS

- 7.1 Wherever a specific form is prescribed in this tender document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 7.2 For all other cases, the Bidder shall design a form to hold the required information.
- 7.3 The tenderer shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

ARTICLE - 8: FRAUDULENT & CORRUPT PRACTICE

- 8.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of the Agreement/ Work Order and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the GMDC-GVT of the benefits of free and open competition.
- 8.2 Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices.

ARTICLE - 9: LACK OF INFORMATION TO BIDDER

- 9.1 The Bidder shall be deemed to have carefully examined all information provided in this tender document to his entire satisfaction.

ARTICLE - 10: CONTRACT OBLIGATIONS

- 10.1 If, after the award of the contract, the Bidder does not sign the Agreement/ Work Order or fails to furnish the performance guarantee within the prescribed time limit, the GMDC-GVT reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document

ARTICLE - 11: RIGHT TO SEEK CLARIFICATIONS/ADDITIONAL INFORMATION

- 11.1 Authority reserves the right to seek clarification/additional information from the Bidder on the Bid in case GMDC-GVT deems it necessary. Bidders need to submit the clarifications/further information within the time specified by Authority.

ARTICLE - 12: BID CURRENCY

- 12.1 The Annual Management Fee in the Financial Bid shall be quoted in Indian Rupees. Payment for the services under the Agreement shall be made in Indian Rupees only.

ARTICLE - 13: BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

- 13.1 The Bidder shall furnish, as part of the Bid, a bid security for the amount of Rs. 150,000/-by DD in favor of "GMDC - Gramya Vikas Trust" payable at Ahmedabad issued by any nationalized bank in India in a separate envelope. In case of non-submission of EMD, the Technical Bid of the Bidder will be rejected.
- 13.2 No interest shall be paid on bid security.
- 13.3 EMD of Bidders not selected will be refunded within 30 days from the date of declaration of selected Bidders. If the Bidder is determined, then the bid security will be refunded within 30 days from the date of signing of the Agreement and furnishing of the Performance Guarantee.
- 13.4 The Bid security may be forfeited either in full or in part, at the discretion of GMDC-GVT, on account of one or more of the following reasons:
- a) The Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form.
 - b) In case of selected Bidder, the said Bidder fails:
 - o To sign the Agreement in time; or
 - o To furnish Performance Guarantee

ARTICLE - 14: PERIOD OF VALIDITY OF BIDS

- 14.1 Bids shall remain valid for 180 days from the due date of submission of the bid. A Bid valid for a shorter period shall be rejected as non-responsive.
- 14.2 In exceptional circumstances, the GMDC-GVT may solicit Bidder's consent to an extension of the period of bid validity. The request and the responses there to shall be made in writing. The validity of Bid security shall also be accordingly extended if required. The Bidder granting the request is not allowed to modify the Bid.

ARTICLE - 15: FORMAT AND SIGNING OF BID

- 15.1 The Bidder shall prepare the required number of copies of the Technical Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall prevail.
- 15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 15.3 The complete bid shall be without alteration or erasures, except those to accord with the instruction issued by the GMDC-GVT or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

ARTICLE - 16: SEALING AND MARKING OF BID

- 16.1 Bidder shall submit Original and one copy of TECHNICAL BID consisting of documents mentioned under Part I and Part II as mentioned under Article 1 of Chapter 3.

The Technical Bid shall indicate the name and address of the Bidder. If the Technical Bid is not sealed and marked as required, the GMDC-GVT will assume no responsibility for the bid's misplacement or premature opening.

- 16.2 The Financial Bid shall be submitted as per format under Annexure10 through online on website www.nprocure.com, after digitally signing the same. Offers that are not digitally signed will not be accepted. No Financial Bid in physical form will be accepted, and if any such offer is received by the CEO, GMDC-GVT will be outright rejected.

ARTICLE - 17: BID DUE DATE

- 17.1 The GMDC-GVT may, at its discretion, on giving reasonable notice by mail or any other written communication to all prospective Bidders who have been issued the tender documents, extend the bid due date, in which case all rights and obligations of the GMDC-GVT and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE - 18: LATE BID/CONDITIONAL BID

- 18.1 Any bid received by the GMDC-GVT after the bid due date/time prescribed in this tender document shall be rejected.
- 18.2 Any bid indicating conditions beyond those indicated in this tender document i.e. conditional bid shall be rejected.

ARTICLE - 19: MODIFICATION AND WITHDRAWAL OF BID

- 19.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the GMDC-GVT prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in a manner similar to the original Bid.
- 19.3 No Bid may be modified subsequent to the deadline for submission of bids.
- 19.4 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

ARTICLE - 20: OPENING OF BIDS BY THE GMDC-GVT

- 20.1 Bids will be opened in the presence of Bidder's representatives who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 20.2 The Bidder's names, Bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the GMDC-GVT at his/her discretion, may consider appropriate will be announced at the opening.
- 20.3 At the pre-decided time, the GMDC-GVT contact person shall open the Technical Bids and list them for further evaluation. Any participating Bidder may depute a representative to witness these procedures.
- 20.4 At first, Part I of the Technical Bid will be opened. Bidders who have submitted the required EMD and Bid Document Fee shall be eligible for opening and evaluating Part II of the Technical Bid.
- 20.4 The bidders who qualify for the evaluation of the Technical Bid shall be asked to make a presentation and present it in front of a duly constituted evaluation committee. Advance notice will be sent to the bidders about the venue, date, and time of the said presentation. The presentation should be completed within 30 minutes, followed by a question and answer session. 5(five) copies of a duly signed transcript of the presentation should be submitted at the time of presentation.
- 20.5 At the pre-decided time, the GMDC-GVT contact person shall open the Financial Bids and list them for the purpose of documentation. Any participating Bidder may depute a representative to witness these procedures.

ARTICLE - 21: CONTACTING THE GMDC-GVT

- 21.1 Bidder shall not approach the GMDC-GVT officers outside of office hours and/or outside the GMDC premises from the time of the Bid opening to the time the Contract is awarded.
- 21.2 Any effort by a Bidder to influence the GMDC-GVT officers in the decisions on Bid evaluation, Bid comparison, or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the GMDC-GVT, it should do so in writing.

ARTICLE - 22: BID EVALUATION

22.1 Parameters and Procedure of Evaluation

I. Technical Evaluation

Bidders who have fulfilled the eligibility criteria mentioned under Article 2 of Chapter 1: Instructions to the Bidders will be evaluated further as per the criteria tabulated below. Bidder(s) scoring a total of 60 marks out of 100 shall be selected for the opening of Financial Bid.

Technical Evaluation				
SN	Particulars	Description		Max Marks
Technical Proposal- Stage 1				
1	Number of Eligible Units: Previous Experience of the Bidder in Operation and Management (O&M) of Eligible Units	Number of Eligible Units	Relative marks	10
		10 or more units	10	
		7-10 units	8	
		Less than 7 units	5	
2	Continuous years of experience in Healthcare Domain	Number of continuous years of experience in Healthcare domain	Relative marks	10
		10 or more units	10	
		7-10 units	5	
		Less than 7 units	3	
3	Number of Medical Staff associated with the Bidder in Eligible Units	Number of cumulative Medical Staff	Relative marks	10
		more than 35 Medical Staffs	10	
		16-35 Medical Staffs	8	
		Less than 16 Medical Staffs	5	
4	Number of Retention Years of Medical Staff	Number of Years of experience of medical staff in same organization	Relative marks	5
		More than 5 Years	5	
		2-5 Years	3	
		Less than 2 Years	2	
4	Continuous years of experience in operation, maintenance, and management of Eligible Units	Number of continuous years of experience in operation, maintenance, and management of Eligible Units	Relative marks	10
		More than 3 years	10	
		2-3 years	8	
		Less than 2 years	5	
5	Usage of new technology in providing health care service	Number of facilities using new technology (tele medicine/ tele radiology/ POC devices etc.)	Relative marks	5
		More than 5 facilities	5	
		3-5 facilities	3	
		Less than 3 facilities	2	
6	Number of patients diagnosed in last five years	Number of patients diagnosed in last three years	Relative marks	10
		More than 50,000 patients	10	
		20,000-50,000 patients	8	
		Less than 20,000 patients	5	

7	Number of villages served till now by Eligible Units	Number of villages served till now in last three years	Relative marks	5
		More than 400villages	5	
		150-400villages	3	
		Less than 150villages	2	
8	Financial Capacity in terms of Avg. Annual Turnover for the last three Financial Years preceding the Bid due date	Avg. Annual Turn Over	Relative marks	5
		More than Rs. 10 Crore	5	
		Rs. 10- 5 Crore	3	
		Less than Rs. 5 Crore	2	
Sub-total (A)				70
Technical Presentation- Stage 2				
9	Technical Presentation	<ul style="list-style-type: none"> • Overall profile of the Bidder and experience in similar project (eligible units) • Understanding of Project • Methodology to set up GMDC-GVT Mobile Medical Unit, operating protocols including branding and layout aspects • Critical success factors and how the bidder will address them 		30
Sub-total (B)				30
Grand Total (A+B)				100

The Bidders shall be called for technical presentation (the “Technical Presentation”). The time and venue for the Technical Presentation shall be intimated subsequently. **Total technical score will be calculated based on total score by adding score of Technical Bid and score for Technical Presentation.**

Minimum marks to qualify shall be 60 for the opening of Financial Bid. The Bidders will be assigned a score termed as Technical Score (ST) based on summation of their individual marking on all the above-mentioned parameters. A list of technically qualified Bidders shall be prepared based on the score obtained by each Bidder.

Evaluation shall be carried out based on the above parameters and the data and documents provided by the Bidders in the Bid. The Evaluation Committee shall have the right to verify the claims made by the Bidder, in whichever way it deems fit. Based on the Bid Evaluation, only technically qualified Bidders scoring more than cut-off marks shall be short-listed.

II. Financial Evaluation

The Bidders securing minimum 60 marks in the Technical Evaluation shall be qualified for opening of Financial Bids. In the second stage, the financial evaluation will be carried out. Each Financial Bid will be assigned a Financial Score (SF). **For financial evaluation, the Bidder quoting the lowest Financial Bid (“FM”) will be given a Financial Score (SF) of 100 points.** The Financial Score of other Bids will be computed as follows:

$$SF = 100 \times Fm/F;$$

(F = amount of Financial Bids of the Bidder)

III. Combined and Final Evaluation

Bids will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = (ST \times TW) + (SF \times FW)$$

Where S is the combined score, and TW and FW are **weights assigned to Technical Bids and Financial Bids that shall be 70% and 30%, respectively.**

The Successful Bidder shall be one scoring highest combined score (“Highest Rank Bidder”/“H1”). The second-ranked Bidder (“H2”) shall be kept in reserve and may be invited for negotiations in case the first-ranked Bidder withdraws or fails to comply with the requirements specified in the tender document.

In the event that two or more Bidders score the same marks pursuant to evaluation for a Project Facility in terms herein (the “Tie Bidders”), Authority shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

If the Highest Rank Bidder (H1) withdraws or is not selected for any reason in the first instance, the Authority may invite the 2nd Highest Rank Bidder (H2) to match the Price Bid of H1, and Bid Security of H1 shall be liable to be forfeited. However, in case H2 does not accept the offer, its Bid Security is not liable to be forfeited. If no Bidder is selected in first round of Bidding, Authority may invite all the remaining Bidders to revalidate or extend their Bid Security, as necessary and ask the Bidders to match the Bid of H1 (the “**Second Round of Bidding**”). If in the Second Round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the Second Round of Bidding, then the Bidder whose Technical Score was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said Highest Bidder in the Second Round of Bidding, the said third highest Bidder shall be the Selected Bidder.

22.2 Bid Evaluation Committee

The evaluation of the Technical Bid and Financial Bid shall be done by an evaluation committee decided by the GMDC-GVT. The committee shall determine the approach and methodologies for the issues which may arise during the above-referred evaluation exercise and have not been addressed in this Tender Document. The decision of the committee shall be final and binding on all the Bidders.

ARTICLE - 23: THE GMDC-GVT's RIGHT TO VARY SCOPE OF CONTRACT AT THE TIME OF AWARD

- 23.1 The GMDC-GVT may, at any time, by a written order given to the selected Bidder, make changes in the scope. GMDC-GVT has right to award contract to more than one Agency
- 23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the selected Bidder's performance of any part of the work under the Agreement, an equitable adjustment shall be made in the Project Cost or schedule of implementation, or both, and the Agreement, shall accordingly be amended. Any claims by the Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the receipt of the GMDC-GVT changed order by the Bidder.

ARTICLE - 24 : THE GMDC-GVT's RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 24.1 The GMDC-GVT reserves the right to reject any Bid and to cancel the bidding process and reject all bids at any time prior to the award of Agreement, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

ARTICLE - 25: NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- 25.1 Prior to the expiry of the period of Bid validity, the GMDC-GVT will notify the selected Bidder in writing about the selection.
- 25.2 Within 15 days of receipt of the Agreement form, the successful Bidder shall sign and date the Agreement and return it to the GMDC-GVT. If the successful Bidder thus selected fails to sign the Agreement as stipulated, the GMDC-GVT reserves the right to offer the contract to the next lowest Bidder.

ARTICLE - 26: PERFORMANCE GUARANTEE

- 26.1 The performance guarantee has to be submitted by the selected Bidder within 10 days of receipt of the Agreement by the Bidder. Submission of performance guarantee is a pre-condition to the signing of the Agreement. The performance guarantee shall be 5% of the total Project Cost (inclusive of Reimbursable component and Annual Management Fee) payable to the selected Bidder during the Contract Period. The performance guarantee can be in the form of a bank guarantee, which shall be valid for the duration of 180 days beyond the expiry of the contract period.
- 26.2 If the successful Bidder fails to remit the performance guarantee, the EMD shall be forfeited, and his bid will be held void.
- 26.3 The Performance Guarantee Format is given at Annexure-11.
- 26.4 The Performance Guarantee of the successful Bidder shall be refunded within two months from the expiry of the contract period and on the satisfaction of the Authority for the execution of the work/settlement of disputes, if any.

ARTICLE - 27: KEY PERFORMANCE INDICATORS

The Partner Agency shall adhere to the KPIs as detailed below:

1. **Availability of Manpower:** The Partner Agency shall be required to deploy manpower as provided under the Scope of Work. If the Partner Agency fails to deploy any of the required manpower, then the corresponding salary of such manpower shall be deducted from the Salary Component for the period during which such manpower is not deployed.
2. **Attendance of Manpower:** Following standards should be maintained each quarter throughout the Project period:

Sl. No	Number of days absent during a quarter of required manpower	Penalty
1	5 days	N/A
2	6-10 days	Deduct 2% of the payable quarterly Management Fee for the quarter in which the KPI is reviewed
3	More than 10 days	Deduct 5% of the payable quarterly Management fee for the quarter in which the KPI is reviewed If absenteeism of the minimum manpower is more than 10 days for two consecutive quarters in a year and unless such default is not on account of Authority default, the same shall be considered as Partner Agency Event of Default and Authority has the right to terminate the Agreement.

3. **Total Number of cases attended:** Following standards should be maintained each quarter throughout the Project Period:

Sl. No	Patients referred as percentage of total OPD volume per month at the Project Facility	Penalty
1	10% and less	N/A
2	Less than 20% but more than 10%	Deduct 2% of the payable quarterly Management Fee for the quarter in which the KPI is reviewed

3	More than 20% and less than 30%	<p>Deduct 5% of the payable quarterly Management Fee for the quarter in which the KPI is reviewed</p> <p>If the percentage of referral patients is more than 30% for two consecutive quarters in a year and unless such default is not on account of Authority default, the same shall be considered as Partner Agency Event of Default, and Authority has the right to terminate the Project Agreement.</p>
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4. Availability of Drugs and consumables: Following standards should be maintained each quarter throughout the Project Period for the availability of drugs as mentioned:

Sl. No	Stock of consumables and, drugs & medicines (No. of stock out instances)	Penalty
1	10 Instances/ Month	NA
2	11-15 Instances/ Month	Deduct 2% of the payable for consumables and drugs & medicines quarterly for the quarter in which the KPI is reviewed.
3	Out of stock for more than 15 instances	<p>Deduct 5% of the payable Management Fee quarterly for the quarter in which the KPI is reviewed.</p> <p>If stock out is for more than 15 instances for two consecutive quarters in a year and unless such default is not on account of Authority default, the same shall be considered as Partner Agency Event of Default, and Authority has the right to terminate the Agreement.</p>

5. Quality:

Sl. No	The average number of outpatients per month should be a minimum 1200	Penalty
1	More than 80%	No penalty
2	Less than 80% but more than 70%	1% of the quarterly Annual Management Fee payable for the

		quarter in which KPI is reviewed
3	Less than 70%	2% of the quarterly Annual Management Fee payable for the quarter in which KPI is reviewed

6. Complaint/Patient Feedback:

Sl. No	Number of complaints received from patients per month	Penalty
1	5 complaints	No penalty
2	6 to 10 complaints	1% of the quarterly Annual Management Fee payable for the quarter in which KPI is reviewed
3	11 and more complaints	2% of the quarterly Annual Management Fee payable for the quarter in which KPI is reviewed

7. Community participation or awareness programme:

Sl. No	Number of community participation awareness programme conducted per month	Penalty
1	5 and more sessions	No penalty
2	3-4 sessions	1% of the quarterly Annual Management Fee payable for the quarter in which KPI is reviewed
3	Less than 3 sessions	2% of the quarterly Annual Management Fee payable for the quarter in which KPI is reviewed

ARTICLE -28: PATENT RIGHTS

The Bidder shall indemnify the GMDC-GVT against all third-party claims of infringement of patent, trademark/copyright arising from the use of services, or any part thereof.

ARTICLE - 29: CONTRACT PERIOD

The service of the Project shall commence within one month from the date of signing of the Agreement. However, this timeline can be extended through mutual agreement between the Parties. The Contract Period shall be of 3years from the date of signing of the Agreement. The service shall be reviewed by the Authority at the end of every year. The contract may be extended for further period subject to satisfactory performance of the Partner Agency and as per mutually agreed terms.

Upon expiry of the Contract Period, the Agency shall vacate the Project Facility and hand over its full and peaceful possession to the Authority along with all the assets either created by the Authority or the Agency for or under the Project Facility.

Also, such assets with regard to the Project Facility shall be transferred by the Agency to the Authority free of any encumbrances, without any liabilities, lien, charge and/ or mortgage.

ARTICLE -30: TERMINATION OF THE CONTRACT PERIOD

The GMDC-GVT will have the right to cancel the contract if the Bidder commits a breach of any or all conditions of the contract. Breach of Contract includes, but is not limited to, the following:

- It is found that the schedule of implementation of the project is not being adhered to.
- The Bidder stops work, and such stoppage has not been authorized by the GMDC-GVT.
- The Bidder may become bankrupt or goes into liquidation or amalgamation.
- The GMDC-GVT gives the notice to correct a particular defect/irregularity, and the Bidder fails to correct such defects/irregularity within a reasonable period of time determined by the GMDC-GVT.

Case 1: In case of termination of the Agreement on account of Authority Event of Default, the Partner Agency shall forthwith transfer and hand over the peaceful possession of the Project Facility, together with Project Site and all movable & immovable assets to the Authority without any Encumbrances, charge or lien. In such circumstances, the Authority shall provide that there are no outstanding claims of the Authority on the Project, pay to the Partner Agency by way of termination payments the following within 180 days of the transfer date:

- Pro-rata amount of Annual Management Fee, Salary Component payable until the date of termination for the period during which the Partner Agency has carried out its obligations in compliance with Agreement,
- Reimbursable Amount for which the invoice & supporting documents have been submitted by the Partner Agency until the date of termination for the period during which the Partner Agency has carried out its obligations in compliance with RFP. Such payment shall be made by Authority upon verification of the supporting documents.
- Performance Security shall be returned

Case 2: Upon Termination of this Agreement on account of Partner Agency Event of Default, the Partner Agency shall forthwith transfer and hand over the peaceful possession of the Project Facility, together with Project Site and all movable & immovable assets created to the Authority

without any Encumbrances, charge or lien. In such circumstances, the Authority shall provide that there are no outstanding claims of the Authority on the Partner Agency, pay to the Partner Agency by way of termination payments the following within 180 days of the transfer date:

- Pro-rata amount of Annual Management Fee payable until the date of termination for the period during which the Partner Agency has carried out its obligations in compliance with the Agreement
- Reimbursable Amount for which the invoice & supporting documents have been submitted by the Partner Agency until the date of termination for the period during which the Partner Agency has carried out its obligations in compliance with the Agreement. Such payment shall be made by Authority upon verification of the supporting documents.
- Performance Security shall be forfeited.

Termination OR Expiry of Agreement:

1. Upon Termination or expiry of the Agreement (the “Transfer Date”), the possession of the Project Facility along with all the movable & immovable assets shall revert back to the Authority or its nominee, free and clear of any charges, liens and Encumbrances created or suffered by the Partner Agency.
2. The Partner Agency or its nominee(s) or sub-contractor or sub-concessionaire, and or persons claiming through or under them, as the case may be, shall cease to conduct all commercial activities within the Project Site from the Transfer Date.
3. The Partner Agency shall hand over to the Authority or its nominated agency all documents, including the operations manuals, if any, designs, documents, and records relating to the Users, bookings made, and such other information relating to the Project and the Project Facility.
4. To the extent possible, the Partner Agency shall assign to the Authority or its nominated agency at the time of handover/transfer all unexpired guarantees and warranties by sub-contractors and suppliers and all insurance policies in respect of the Project Facility and assets.
5. On the Transfer Date, the Project Facility shall be in fair condition/Good Working Condition, subject to normal wear and tear, having regard for the nature of the asset, the construction, and life of the facilities, constructions, structures, etc.
6. The Partner Agency shall, at its cost, remove from the Project Site all such moveable assets which are not taken over by or transferred to the Authority or its nominated agency. In the event the Partner Agency fails to remove such objects within the stipulated time, the Authority or its nominated agency may remove and transport or cause removal and transportation of such objects, after giving the Partner Agency notice of its intention to do so to a suitable location for safe storage. The Partner Agency shall be liable to bear the reasonable cost and the risk of such removal, transportation, and storage.
7. The personnel of the Partner Agency shall continue to be the employees of the Partner Agency, and reverting back to the Project Facility/Premises shall not in any manner affect their status as employees of the Partner Agency, and they shall have no claim to any type of employment or compensation from the Authority.

8. Till the time the possession of the Project Facility reverts back to the Authority, all risks shall lie with the Partner Agency for loss of or damage to the whole or any part of the Project Facility unless the loss or damage is due to an act or omission of the Authority in contravention of its obligations under this RFP.
9. The handover of the Project Facility along with all the movable & immovable assets shall be deemed to be a termination of concession rights granted to the Partner Agency in relation to the Project Site and the Project Facility.
10. Pursuant to the reverting back of the possession of the Project Facility to the Authority, the obligations and the rights of the Partner Agency under this RFP shall terminate vis-à-vis the Authority, and the Partner Agency shall no longer act in its capacity as Partner Agency in relation or pursuant to this RFP.

ARTICLE -31: OPERATIONAL SPECIFICATIONS & PERFORMANCE STANDARDS

SI No	Serviceability Indicator	Required Operation Level
1	<p>Records and Reports</p> <ol style="list-style-type: none"> 1. Records such as history, physical examination 2. Progress reports shall be updated immediately and continuously 3. Medico legal case 	<ol style="list-style-type: none"> 1. The reports must be completed within the stipulated time frame 2. Daily data back-up to be taken and history files to be created 3. Medico-legal cases shall be carried out by the Partner Agency as per applicable rules. Three copies of the medico-legal case report will be prepared. The original copy will be handed over to the concerned police officer, and the duplicate will be filed and kept in safe custody by the Mobile Medical Unit. A third copy will be given to the patient or his /her family <p>In the case of a medico-legal case, the report will be completed and handed over to the police within 24 hours of the arrival of the patient. Records will be kept as per the rules and guidelines issued from time to time by GoG/Gol</p> <p>The Medico-Legal cases record shall be retained for a period of 10 years</p>
2	<p>Outpatient Department (OPD)</p> <ol style="list-style-type: none"> 1. OPD services availability and functionality 2. Delivery of laboratory/ diagnostic tests results and 	<ol style="list-style-type: none"> 1. OPD services to be available as per the demand of the local population and the agreed Project Plan 2. The results of the tests will be given on the same day or within the reasonable time

SI No	Serviceability Indicator	Required Operation Level
	<p>reports</p> <p>3. Records of patients using the facility</p>	<p>required for the tests</p> <p>3. Records would be maintained for a period of 5 years or as per applicable government guidelines</p>
3	<p>Diagnostics</p> <p>1. Availability of diagnostics facilities</p> <p>2. Reports</p> <p>3. Quality Assurance</p>	<p>1. Diagnostics facilities required should be available along with OPD services</p> <p>2. The tests reports shall be given on the same day or within a reasonable time as required for the tests.</p> <p>3. Equipment calibration is to be done regularly and documented to maintain the report quality.</p>
4	<p>General</p> <p>1. Bio-Medical Waste Disposal mechanism</p> <p>2. Staff Uniform</p>	<p>1. The provisions of Bio-Medical Waste (Management & Handling) Rules 1998, Bio-Medical Waste Management Rules, 2016 Rules, and any subsequent amendments be adhered to</p> <p>2. Every staff in the GMDC-GVT Mobile Medical Unit shall have to be provided with a proper uniform and badge for easy identification at all times</p>
5	<p>Grievance Redressal</p>	<p>1. The Partner Agency shall keep a grievance redressal box in the reception area (registration desk) of the GMDC-GVT Mobile Medical Unit, which shall be prominently displayed to all patients.</p> <p>2. On a monthly basis, the Partner Agency shall submit to Authority a report on grievances received and action taken to redress the same.</p>

ARTICLE -32: REPORTING REQUIREMENTS

Monthly O & M Report

During the Project Period, within 7 days of the end of each calendar month or part thereof, the Partner Agency shall provide to the Authority a monthly report (Monthly O&M Report) which shall contain the following minimum information:

- Details report pertaining to number OPD volume per month, details of patient's registration, diagnostics report

- Details of the cost incurred towards drugs and medicines, consumables and status of the stock of drugs and medicines and consumables
- Details of repair and maintenance of medical equipment, Project Facility undertaken
- Details of compliance with respect to operational specifications and performance standards
- Number of patients referred outside per month
- Report on grievances/complaints/patient feedback received, and action is taken to redress the same
- Number of community participation awareness programmes conducted
- Availability of manpower and their monthly attendance

ARTICLE -33: MISCELLANEOUS

1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India, and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
2. The Authority in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. pre-qualify or not to pre-qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
 - d. retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or;
 - e. 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;
 - f. supplement/modify/amend/alter the terms of the grant of the project pursuant to this RFP, or the technical/ financial or any other parameter for selection or evaluation of the Bidders or any terms and conditions of this RFP.
3. In order to afford the Bidders a reasonable time for taking an Addendum/supplement/ modification etc. into account or for any other reason, Authority may, at its own discretion, extend the Bid Due Date and time.
4. It shall be deemed that by submitting the Bid, the Bidder agrees and releases 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.

CHAPTER – 4: ANNEXURES

ANNEXURE- 1: CHECKLIST OF SUBMISSIONS

SI No	Enclosures to the Technical & Price Bid	Status (Submitted/ Not Submitted)	Comments, if any
1	Annexure1: Checklist of Submissions		
2	Annexure2: Covering Letter		
3	Annexure3: Profile of Bidder		
4	Copy of Certificate of Incorporation and/ or Certificate of Commencement of Business or Certificate of Registration (in case of Society/ Trust)		
5	Annexure 4: Eligibility Criteria		
6	Annexure 5: Technical Capacity (Experience) of the bidder		
7	Annexure 6: Turnover (Financial Capacity) of the bidder		
8	Annexure 7: Notarized Power of Attorney for the signing of Bid		
9	Extract of the charter documents and documents such as a resolution in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder		
10	Annexure 8: Litigation History		
11	Annexure 9: Format Bid Security (In the form of Bank Guarantee/Demand Draft)		
12	Bid Document along with addendum duly signed by Authorized signatory and stamped.		
13	Annexure10: Financial Bid (online only)		
14	Annexure 11: Format for Performance Guarantee		

ANNEXURE - 2: COVERING LETTER

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,
CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust,
(GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road,
Near University Ground, Vastrapur, Ahmedabad – 380052

Subject: RFP for Selection of Partner Agency for the Operations, Management, and Maintenance of Six Mobile Medical Units at Project Locations of GMDC

Dear Sir/ Ma'am,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and applies for qualification for undertaking the "Operations, Management and Maintenance of Six Mobile Medical Units at Project Locations of GMDC

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made, and the information provided in the Bid are complete, true, and correct in every detail.

I/We confirm that the application is valid for a period of 180 days from the Bid Due Date of application and is unconditional.

I/We hereby also confirm the following:

1. The Bid is being submitted by M/s _____[...] (*name of the Bidder*)-, in accordance with the conditions stipulated in the RFP.
2. I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Gujarat Mineral Development Corporation-Gramya Vikas Trust (hereinafter referred to as the "**Authority**") and in any subsequent communication sent by the Authority.
3. I/We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from the Authority).
4. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Bid.

5. I/We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Bid for undertaking the Project, in the event that we are selected as the Successful Bidder.
6. I/We certify that in the last three years, we have neither failed to perform under any contract, as evidenced by the imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/We do not have any conflict of interest in accordance with the RFP document; and
 - c. I/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 the Authority or any other public sector enterprise or any government, Central or State. and
8. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
10. I/We further certify that in regard to matters relating to the security and integrity of the country, we have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast doubt on our ability to undertake the Project or which relates to a grave offense that outrages the moral sense of community.
11. I/We further certify that in regard to matters relating to the security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates, or against our CEO or any of our Directors/ Managers/ employees.
13. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

14. In the event of me/us being declared as the Successful Bidder, I/We agree to enter into an Agreement in line with the requirement of the RFP document that has been provided to me prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the Tender document and Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Partner Agency.
16. The Bid Variable has been quoted by me/after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Project Facility and all the conditions that may affect the Bid.
17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Bid is not opened or rejected.
18. I/We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 180 days from the Bid Due Date.
19. I/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.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidder and the Seal)

Signature: (Authorized Signatory)

Name of the Person:

Designation :

ANNEXURE – 3: PROFILE OF BIDDER

i. Profile of the Bidder:

Name of the Applicant	
Constitution of the applicant (e.g. public limited, private limited, proprietorship, partnership etc.)	
Year of incorporation	
Registered Address	
Head Office Address	
PAN details	
GST details	
Name, designation of top management of the firm	
Name, designation and contact details of officer responsible for this opportunity	Name: Designation: Mobile Number: Email Id:

The applicant shall be required to attach Copy of its registration/incorporation documents in support of its constitution.

ii. Brief description of the applicant including details of the lines of business, current activities, background of promoters and management structure etc. (max 5 pages)

Signature of the bidder with seal

ANNEXURE - 4: ELIGIBILITY OF BIDDER

S. No.	Criteria	Your response	Documentary Proof
1	The bidder shall be either a company incorporated under the Companies Act, 2013 or the Companies Act, 1956 or a Trust established under Indian Trust Act, 1882 or a Society established under Indian Societies Registration Act, 1860 , and no other entity (save and except as aforesaid entities) shall be deemed as qualified to submit its bid in terms hereof.		A copy of the entity registration.
2	The Bidder should be a registered legal entity in the state of Gujarat. Consortium of entities shall not be allowed to participate in the bid.		<ul style="list-style-type: none"> • A copy of the entity registration. • CA certification on the office address located in Gujarat
3	Minimum 5 years of continuous experience (2021-22, 2020-21, 2019-20, 2018-19, and 2017-18) in the healthcare domain with minimum 3 years of continuous experience (2021-22, 2020-21, and 2019-20) in operation, maintenance, and management of mobile medical units, having the engagement of at least 5 (five) such facility and which shall be operational as on the Bid Due Date of this Bid.		A Certificate from CA
4	Minimum 15 medical staffs (MBBS, MD Doctor, BAMS, BHMS, Nurse, Compounder, Tele Consultation) under its current operation and payroll		<ul style="list-style-type: none"> • A Certificate from CA • Appointment letters
5	The bidder should have experience in operating telemedicine/POC devices/new technologies.		A Certificate from CA
6	The bidder should have diagnosed a minimum of 20,000 patients in the last three years.		A Certificate from CA (year and facility-wise)
7	The bidder should have a minimum annual average turnover of INR 3 crores from healthcare operations in the last three Financial Years (FY 2021-22, 2020-21, 2019-20, 2018-19, and 2017-18).		Audited Reports for the last five years

ANNEXURE –5: TECHNICAL CAPACITY OF BIDDER

I. Details of work pertaining to Mobile Medical Unit executed by the Bidder

S. No.	Name & Address of Eligible Units operated by the Bidder	Name of the Client ¹	Operating duration (Year)			No of Medical Staff employed at the facility	Whether operational as on the Bid Due Date (Yes/No)	Certificate Attached
			From	To	Duration in year and month			
1								
2								
3								
4								
5								

II. Usage of new Technology

Sl. No.	Name of the facilities (including location and address of the Eligible Unit)	Name of New Technology used with respect to healthcare service	Operating numbers using the new technology (indicate the year of operation)
1.			
2.			
3.			

III. Number of patients diagnosed in last three years

Sl. No.	Name of the health facilities	Number of patients diagnosed	Year
1.			
2.			

¹ Please refer the note in the next page.

3.			
----	--	--	--

IV. Number of Villages covered in last three years:

Sl. No.	Name of the health facilities	Number of villages covered	Year
1.			
2.			
3.			

V. Address of the Office in Gujarat

.....

Authorized Signature

(Name of the Authorized Person)

Designation

Note:

- *If the above project is owned project, the certificate certifying the above from a practicing Chartered Accountant (in case the Bidder is a Society/Trust) or Statutory Auditor (in case the Bidder is a Company) shall be required to be submitted.*
- *If the project is other than own project, the contract document/completion certificate (if completed)/ client certificate in support of the above experience shall be required to be submitted.*
- *The Bidders shall need to submit a certificate, certifying the number of MBBS doctors present in the eligible units which is under operation*

ANNEXURE -6: FINANCIAL CAPACITY OF THE BIDDER

(To be forwarded on the letterhead of the Auditor)

Particulars	Turnover from healthcare service (in Rs. Cr)
FY 2017-18	
FY 2018-19	
FY 2019-20	
FY 2020- 21	
FY 2021- 22	
Average	

Certificate from the Statutory Auditor

Based on the document provided by the Bidder, this is to certify that(Name of the Bidder) has the annual turnover and net profit during the mentioned Financial Year above.

(Signature of the Statutory Auditor)

Name of the Statutory Auditor

CA Membership No. of the Signatory

Seal

Date

Place

Note:

- 1) *The Bidder shall attach the copies of audited Annual Reports comprising audited financial statements for the last three financial years.*
- 2) *In case the financial statements for the financial year 2021-22 are not audited, The Bidder shall submit a certificate from its auditor stating that "the financial statements for the financial year 2021-22 are not audited". In such case the Bidder is allowed to submit their Financial Capacity for FY 2019-20, 2020-21 and FY 2021-22.*
- 3) *In case the Bidder is a Society/Trust, it shall submit a certificate of Annual Turnover for the last three years, certified by a practicing Chartered Accountant.*

ANNEXURE - 7: 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 irrevocably constitute, nominate, appoint and authorize Mr./Ms. _____ (name), _____ son/daughter/wife of _____ 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 Bid for **"RFP for Selection of Partner Agency for Operations, Maintenance and Management of Six Mobile Medical Units at Project Locations of GMDC-GVT"** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid Meeting and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering the Agreement with the Authority.

AND

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 2020

For -----
Executant
(Signature)
(Name, Title and Address)

Accepted:
(Signature)
(Name, Title and Address of the Attorney)

Witnesses:
1
2

Notarized

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the authorized(s), and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Bidder 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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE – 8: LITIGATION HISTORY

(To be provided by the Bidder, if applicable)

i) Number of cases

SI No	Description	No. of Cases
1	Pending in court	
2	Pending in Tribunal	
3	Pending in Arbitration	
4	Any other Authority	

ii) Brief history of each case mentioned above including

SI No	The names of the parties	Subject matter of dispute	Date of initiation/filing / commencement of the case	Present position of the case
1				
2				
3				
4				

ANNEXURE – 9: FORMAT FOR BID SECURITY

(To be provided by the Issuing Bank on a Non-judicial Stamp Paper of Rs. 100/-)

BID SECURITY (BANK GUARANTEE)

This Deed of Guarantee is made on this.....day of....., 2022 at.....by.....a Scheduled Commercial Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at _____ and *inter alia* a Branch Office at Gandhinagar, Gujarat (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns) in favour of “**GMDC Gramya Vikas Trust**” (hereinafter referred to as “**the Authority**” which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns).

WHEREAS, the Authority undertook the process of competitive Bidding in order to select the most desirable Company/Society/Trust to execute the project of operations, maintenance and management of Six Mobile Medical Units at Project Locations of GMDC (the “**Project**”).

WHEREAS, [name of the Bidder] (hereinafter called the “**Bidder**”) has submitted its Bid dated [date] for the execution of the Project (hereinafter called the “**Bid**”).

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
or
- (b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of the other Bidders who submitted substantially responsive Bids.
or
- (c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of the RFP;
or
- (d) If the Bidder does not accept the correction of errors in its Bid, pursuant to the RFP
- (e) In the case of the Successful Bidder, if the Successful Bidder fails within the specified time limit to:
 - i. To sign and return the duplicate copy of Lol;
 - ii. Sign the Agreement;

- (f) any other conditions, with respect to the Bidder as well as the Successful Bidder, for which forfeiture of Bid Security has been provided under the RFP.

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to the Authority a sum of Rs..... (Rupees.....Only) without any protest or demur and upon receipt of first written demand from the Authority, without having to substantiate his demand.

This Guarantee will remain in full force for a period of 180 days from the Bid Due Date or as it may be extended by the Authority. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts in Gujarat and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee can also be lodged at any of our Gujarat Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this.....Day of and year first herein above written.

Signed and delivered by the above named _____ Bank by
its Authorised Signatory as Authorized by
Board Resolution passed on _____/
Power of Attorney dated [.....]
Authorised Signatory
Name:
Designation:

In the presence of:

1.

2.

ANNEXURE – 10: FINANCIAL BID FORMAT

(To be filled online only)

Tender Notice No. : GMDC/ADVT./2022-23/

To
CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust,
(GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road,
Near University Ground, Vastrapur, Ahmedabad – 380052

Dear Sir,

Financial quote for Operation, Maintenance and Management of Six Mobile Medical Units at Project Locations of GMDC:

Particulars	Annual Management Fee (Rupees in figure)	Annual Management Fee (Rupees in words)
Total Annual Management Fee of 6 (Six) GMDC Mobile Medical Unit		

Note:

1. The above rates indicated are all inclusive but excludes Goods and Service Tax (GST) which shall be payable extra.
2. It is clarified that the Annual Management Fee shall include all indirect costs incurred by the Partner Agency for day to day supervision and regular monitoring of the Project. The Reimbursable Component and Salary Component shall not be part of the Annual Management Fee.
3. All establishment and operations and maintenance costs shall be reimbursed by the Authority as per the terms and conditions in the Agreement and shall not be a part of the above quoted management fee.
4. The quarterly payment for Healthcare Service shall be paid to the Partner Agency as per the provision of the Tender/Agreement
5. The Partner Agency shall deploy one full time project manager for day to day supervision and regular monitoring of the Project Facility (s) and regular communication with the Authority. The cost for same shall be included in the above quoted Annual Management Fee.

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder)
Date and Place:

ANNEXURE -11: FORMAT FOR PERFORMANCE GUARANTEE

(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to be in the name of the executing Bank

To,
CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust,
(GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road,
Near University Ground, Vastrapur, Ahmedabad – 380052

In consideration of the GMDC Gramya Vikas Trust having its registered office at Ahmedabad (hereinafter called the "GMDC-GVT" which expression shall, unless repugnant to the subject or context, include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No _____ dated _____ issued by the Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) 'Khanij Bhawan', 132 Ft. Ring Road, Near University Ground, Vastrapur, Ahmedabad – 380052, which has been unequivocally accepted by the Partner Agency (*refer NOTE below*) work of _____ (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalized Bank, for the due fulfillment by the said Partner Agency of the terms and conditions contained in the same Contract. We _____ the _____ (hereinafter referred to be "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified to the GMDC-GVT from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the GMDC-GVT by reason of any breach or breaches by the Partner Agency and to unconditionally pay the amount claimed by the GMDC-GVT on demand and without the demand to the extent aforesaid. We, _____ Bank, further agree that the GMDC-GVT shall be the sole judge of and as to whether the said Partner Agency has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the GMDC-GVT on account thereof and the decision of the GMDC-GVT that the said Partner Agency has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the GMDC-GVT from time to time shall be final and binding on us.

We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the GMDC-GVT under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Partner Agency and accordingly discharges this Guarantee subject, however, that the GMDC-GVT shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the contract period.

The GMDC-GVT shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of

the said contract or to extend time of performance by the said Partner Agency or to postpone for any time and from time to time any of the powers exercisable by it against the said Partner Agency and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to GMDC-GVT and the said Bank shall not be released from its liability under these presents by any exercise by the GMDC-GVT of the liberty with reference to the matters aforesaid or by reason of time being given to the said Partner Agency or any other forbearance, act or omission on the part of the GMDC-GVT or any indulgence by the GMDC-GVT to the said Partner Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

It shall not be necessary for the GMDC-GVT to take legal action against the Partner Agency before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the GMDC-GVT may have obtained or obtain from the Partner Agency shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the GMDC-GVT in writing and agree that any change in the Constitution of the said Partner Agency or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required, the same shall be extended to such required periods on receiving instructions from M/s. _____ on whose behalf this guarantee is issued.

In presence of

WITNESS

1. _____

2. _____

For and on behalf of (the bank)

Signature _____

Name & Designation _____

Authorization No.

Date and Place

Bank Seal

The above guarantee is accepted by the GMDC-GVT, Ahmedabad

NOTES

FOR COMPANIES

M/s. _____ a company registered under the Companies Act 1956 and having its registered office in the State of _____ (hereinafter called "the said Vendor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR PARTNERSHIP CONCERNS

M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Vendor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

Shri _____ S/o

Shri _____ S/o

FOR TRUST

M/s. _____ a company registered under the Bombay Public Trust Act 1850 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR SOCIETIES

M/s. _____ a company registered under the Societies Registration Act, 1860 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

ANNEXURE -12: LIST OF VILLAGES

#	District	Block	Name of Village
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			

ANNEXURE -13: SUGGESTED PACK OF SERVICES TO BE PROVIDED at MMU

Sr. No	Pack	Description
4	Management of Common Non-Communicable Diseases	Undertake screening for over 35 age group , at MMU on an annual basis or Opportunistic Screening for diabetes and hyper tension, Hypertension / Diabetes mellitus –Medication, follow up diagnostics, refer for specialist consultation and early referral for complications, Silicosis, Fluorosis – follow upcare, Diagnosis of common respiratory morbidities (COPD and bronchial asthma) and treatment in all “chest symptomatic”, Epilepsy- early case identification, enable specialist consultation through referral.
5	Dental Care	Education on Oral Hygiene & Substance Abuse, in community and schools- recognition of dental fluorosis-Referral for gingivitis, dental caries, oral cancers, Treatment for glossitis, candidiasis, fever blisters, aphthous ulcers;
6	Eye Care/ENT care	School : Screening for blindness and refractive errors, Community screening for congenital disorders and referral, Counselling and support for care seeking for blindness, other eye disorders-first aid for nosebleeds, recognizing congenital deafness, other common ENT conditions and referral, Eye care in newborn, Screening for visual acuity, cataract and for Refractive Errors, Identification & Treatment of common eye problems- conjunctivitis; spring catarrh, xerophthalmia, first aid for injuries, referral, Management of common colds ,Acute Suppurative Otitis media, (ASOM), injuries, pharyngitis, laryngitis, rhinitis, URI, sinusitis