



Price Rs. 15,000/-

Commissioner of Health & Family Welfare and MD, NHM, Mumbai

Government of Maharashtra

(NHM Procurement Cell)

Arogya Bhavan, 2nd Floor,

St. George's Hospital Compound,

Near C.S.T. Station, Mumbai-400 001.

Maharashtra State

Website : : <https://mahatenders.gov.in>,

(linked to website : www.mahatenders.gov.in

<http://arogyamaharashtra.gov.in>)

Email: nhm.procurement@gmail.com

Phone : 022-22717500, 022-2271598,

TENDER DOCUMENT

For Maintain and Operate Mobile Medical Units in Maharashtra

Not Transferable

Tender reference No: E-15/NHM/SHS/Maintain and Operate Mobile Medical Units
/16-17

Last date for submission of tenders: 14.10.2016 up to 14:00 Hrs

Issued to

M/s.....

Tender No: NHM-E-15/Mobile Medical Unit /2016-17

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SECTION I

NOTICE INVITING BIDS (NIT)

NOTICE INVITING BIDS

1. Commissioner (FW) & MD National Health Mission, Mumbai, Maharashtra, (NHM Procurement Cell), Mumbai, hereinafter referred to as a “Purchaser “invites online tender in two Envelope system for invites sealed Bids from eligible bidders willing to maintain and operate eight Mobile Medical Units infrastructure to provide primary and selective secondary healthcare in District (Palghar, Raigad, Satara, Parbhani, Nanded & Nandurbar-3) & any more as per requirement in the future. The scope of services requires are enumerated in Section-IV of this document.

It is hereby clarified that this BID DOCUMENT is not an agreement and is not an offer or invitation by SHSM to any party hereunder. The purpose of this BID DOCUMENT is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This BID DOCUMENT does not purport to contain all the information Bidders may require. This BID DOCUMENT may not be appropriate for all persons, and it is not possible for SHSM to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this BID DOCUMENT and obtain independent advice from appropriate sources. SHSM and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the BID DOCUMENT.

SHSM may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this BID DOCUMENT.

2. This document contains eight sections as follows:
 - (i) Section I : Notice Inviting Bids
 - (ii) Section II: Instructions to Bidder
 - (iii) Section III: Procedures for evaluations of Bids
 - (iv) Section IV: Responsibilities of Service Providers
 - (v) Section V: Eligibility Criteria
 - (vi) Section VI: Terms and Conditions
 - (vii) Section VII: Formats of Appendices (A to H)
 - (viii) Section VIII: Standard format for Service level Agreement (Appendix-I)

3. Schedule

Sr. No.	Description	Date/Place
1	Date of sale of Bid Enquiry Documents	22.09.16 at 10.00 hrs. to 14.10.16 14:00 hrs
2	Pre bid Meeting (Date & Time)	05.10.16 at 15:00 hrs.
3	Pre-Bid Meeting Venue	Arogya Bhavan, 3rd Floor, St. George's Hospital Compound, Near C.S.T. Station, Mumbai-400 001
4	Closing Date and Time of Receipt of Bid	14.10.16 at 14:00 hrs.
5	Time, Date and Venue of Opening of Technical Bid.	15.10.2016 at 14:00 to 17.30 p.m

4. In case of tenders, which are downloaded from website, the tenderers should specifically super scribe "**Downloaded from the website**" on the top left corner of the envelope. However, tender cost of Rs.15,000/- submit online in f/o. The State Health Society have to be submitted along with the Bid document. The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Bid document. The conditional Bid is liable to be rejected.
5. If any bidder wishes to lodge any complaint against other Bidders regarding submission of false documents, information etc. the complaining Bidder has to deposit Rs. 1,50,000 (Rupees One Lac Fifty Thousand Rupees only) in the form of Demand Draft in favor of The State Health Society, Maharashtra payable at Mumbai in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit
6. Bidder may also download the Bid enquiry documents (a complete set of document is available on website) from the web site <https://mahatenders.gov.in> and submit its Bid by using the downloaded document, along with the required non-refundable fee as mentioned in Para 4 above. The Bid papers will be summarily rejected if the Bidder changes any clause or Annexure of the bid document downloaded from the website.
7. All prospective Bidders are requested to attend the Pre bid meeting either in person or through their authorized representative. No representative is allowed to represent more than one prospective Bidder. The venue, date and time are indicated in Schedule of Events as in Para 3 above.
8. Bidders shall ensure that their bids complete in all respects. The Bid document must be submitted online & serial number on all pages duly signed & stamped on before the closing date & time indicated in Para 3 above, failing which the Bid will be treated as late bid and will not be considered.

9. In the event of Bid opening day being declared a holiday / closed day for the MMU, the Bids will be received/opened on the next working day at the same time.
10. The Bid Enquiry Documents are not transferable.

**Commissioner (FW) & MD NHM,
(NHM Procurement Cell)
2nd floor, Arogya Bhavan,
St. George's Hospital Compound,
Mumbai. 400001**

SECTION –II

INSTRUCTIONS TO BIDDER

1. General Instructions

- a) The Bidder should prepare and submit its offer as per instructions given in this section.
- b) The Bids should be complete with all documents duly signed by Authorized personnel. Those submitted by telex, telegram or fax shall not be considered.
- c) The Bids which are for only a portion of the components of the job /service shall not be accepted. (The Bids /bids should be for all components of the job /service.)
- d) The prices quoted shall be **firm** and shall include all taxes and duties. This shall be quoted in the format as per attached **Appendix ‘D’** only.
- e) The Bids (technical and financial) shall be submitted (with a covering letter as per **Appendix ‘C’**) before the last date of submission. Late Bids / bids shall not be considered.
- f) All activities of these tenders are carried out online on website at www.mahtenders.gov.in the tender documents are uploaded or released on government of Maharashtra (GOM) on tendering website www.mahtenders.gov.in and has to be downloaded as well as filled up and submit online only.

2. Earnest Money Deposit (EMD)

- a) The Bid shall be accompanied by Earnest Money Deposit (EMD) Rs.1,50,000/- **INR**. in the form of online only on website at www.mahatenders.gov.in in favor of “ The State Health Society, Maharashtra.”
- b) No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall not be considered.
- c) The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the successful Service provider will be returned without any interest, after receipt of performance security as per the terms of agreement.
- d) EMD of Bidder may be forfeited without prejudice to other rights of the MMU, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid or if it comes to notice that the information /documents furnished in its Bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful Bidder’s EMD will also be forfeited without prejudice to other rights of MMU, if it fails to furnish the required performance security within the specified period.

3. Preparation of Bid

The bids shall be made in TWO SEPARATE ONLINE ENVELOPES as follows:

- I. The **first envelope** shall be marked in bold letter as “**TECHNICAL BID**” which shall be sent with forwarding letter **as per Appendix ‘C’** and shall include the following:
 - 1) Receipt regarding payment of Bid cost or Bank draft drawn in favour of MMU for the amount of non-refundable fee if the Bid documents have been downloaded from web.
 - 2) Online **E.M.D.** Submitted confirmation sheet.
 - 3) Confirmation regarding furnishing **Performance Security** in case of award of agreement.
 - 4) Original Bid document duly stamped and signed by the authorized personnel in each page along with the Forwarding Letter confirming the performing the assignment as per **Appendix ‘C’**.
 - 5) Particulars of the Bidder as per **Appendix ‘B’**
 - 6) Power of attorney in favour of signatory to Bid documents **Appendix ‘H’**.
 - 7) Copy of the certificate of registration of trust, PAN, TAN, PT, EPF, ESI, ST, VAT (whichever is applicable) with the appropriate authority. Copy of the Income Tax Returns acknowledgement and audited account statement for last three financial years (i.e. 2013-14, 2014-15 & 2015-16).
 - 8) A declaration from the Bidder in the format given in the Appendix ‘F’ to the effect that the firm has neither been declared as defaulter or black-listed by, nor been engaged in any inquiry or pending legal matter with any competent authority of a government department, government undertakings, local bodies, authorities.
 - 9) A declaration from the bidder in the format given in the **Appendix ‘G’** to the effect that, if required in the future, the firm is ready to operate any more new MMU unit/units in the different operational area/district (not mentioned in the agreement) effectively with the same prices quoted in the bid.

In addition to the above documents,

- 1) The Bidder shall provide certificate of other similar services provided in private/public sector in last three years (i.e. 2013-14, 2014-15 & 2015-16) and user’s certificate regarding satisfactory completion of such jobs as per proforma given in **Appendix ‘A’**.
- II. The second envelope shall contain the financial proposal and shall be marked in bold letters as “**FINANCIAL BID**”. Prices shall be inclusive of all taxes & duties and quoted in the proforma enclosed at **Appendix ‘D’** as per scope of work / service to be rendered.

4. Bid Validity Period

The Bids shall remain valid for 180 days from the date of submission for acceptance and the prices quoted shall remain for the duration of the agreement. . The State Health Society may requested for further extension as deemed fit and the Bidder will send intimation of acceptance or otherwise of request for extension with three days of issue of such request. The agreement may be extended for another term with mutual consent.

5. Bid Submission

The two envelopes containing both technical and the financial bid shall be submitted online website at www.mahatenders.gov.in and Serial number on all the pages duly signed & stamped.

The offer shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed by the person or persons signing the Bid. In case of discrepancy in the quoted prices, the price written in words will be taken as valid.

6. Opening of Bids:

The technical bid will be opened at the time & date specified in the schedule. The Service providers may attend the bid opening if they so desire.

7. The Bidder shall provide a declaration of extension guarantee from the bidder in the format given in the '**Appendix-G**' to the effect that the firm is ready to operate any more new MMU Unit/Units if required in the future in the different operational areas/district effectively with the same prices quoted in the Bid. The bidder shall keep price valid for the period for 3 years from the date of approval.

SECTION—III

EVALUATION OF BIDS

1. Scrutiny of Bids

The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions and whether the Bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of The State Health Society as to whether the Bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the Bidders. Financial bids will open of only those Service providers, who qualify technical bid, will be considered.

2. Infirmary / Non-Conformity

The State Health Society may waive minor infirmity and/or non-conformity in a Bid, provided it does not constitute any material deviation. The decision of the State Health Society as to whether the deviation is material or not, shall be final and binding on the Service providers.

3. Bid Clarification

Wherever necessary, the State Health Society may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the State Health Society shall evaluate the offer as per available information.

4. Evaluation of technical proposal:-

Criteria/Parameter	Marks Tally	Maximum Marks
1) Experience in Health Services at community level a.) 5 and above project b.) 3-4 project c.) 1-2 project	10 5 3	
2) Experience of hospital being operated in state a) 100 and above beds b) 50 to 99 beds c) 20 to 49 beds	10 5 3	
3) Experience of No. of MMU being operated in states a) 5 and above b) 3 to 4 c) 1 to 2	10 5 3	
4) Quality of skilled Human resources in the Provided MMU a) With MBBS Doctor b) With Ayush Doctor b) Without Doctor	10 5 3	

SECTION—IV

Job Description

1. Service Aims

- 1.1 The primary obligation of the service provider will be to operate the Mobile Medical units to provide primary and selected secondary health care ensuring that MMU.
 - a. Is fully equipped with equipments listed in “**Annexure I**” of **Service Agreement list**;
 - b. Is manned by adequate manpower resources as per the requirement enumerated in “**Annexure III**” of the **Service agreement list**.
 - c. The MMUs are provided with necessary fuel for carrying on operations on regular basis.
- 1.2 It is the responsibility of service provider
- 1.3 To arrange supply free of cost good quality generic drugs and consumables as per the requisitions received from the service provider and to make all effort to keep the MMUs well stocked with drugs and consumables at all the times. Supplies shall be made within 3 days of requisitions.

2. Obligations of the service provider:

1. It will be the responsibility of service provider to operate existing Govt. MMU vehicles along with all the listed equipment's, service provider to appoint human resources to maintain the MMU operational. All the maintenance cost of equipment as well as vehicles will be borne by the service provider since MMU existing vehicles and equipment are to be provided by the Purchaser.
2. The service provider shall follow the standard operating procedures (SOPs) as approved by the competent authority in The State Health Society Mumbai.
3. The service provider would recruit, deploy and maintain a team of competent personnel for running the MMU. A list of minimum key personnel required with their qualifications is given in “**Annexure III**” of the **service agreement list**. The staffs so recruited/appointed shall be exclusively on Pay roll of the service provider. The Service Provider will ensure deployment of the minimum personnel as enumerated above to keep the MMUs operational and capable of providing the services as agreed upon.
4. The Service provider shall follow the Service Plan/Route plan/Calendar for MMU as approved by the District Health Society. It is expected that Saturday and Sunday will be a day on which services will be provided. However, the competent authority may declare any other day in the week as “off-day”, which could be used for maintenance, refilling and data entry purposes. In exceptional circumstances, the weekly off day can be cancelled by the competent authority.
5. The MMU should be equipped with all the equipments, once provided as proposed in “**Annexure I**” of the **service agreement list**”.
6. All drugs should be provided free to the beneficiaries.

7. The service provider shall submit data to the NHM every month as per “**Annexure II**” of the service agreement list.
8. The service provider would procure all necessary road and goods permits for the MMU and maintain the same throughout the period.
9. The logbook of movement of the MMU shall be maintained by the MMU driver and supervised by the Medical Officer in charge of the MMU. Logbook shall be made available for verification by the any authority nominated by the State Health Society.
10. Service provider shall communicate the names and addresses of the Team manning a particular MMU during the currency of the agreement and any change in the composition of the team must be intimated to the authority nominated by the State Health Society, Mumbai. The names of men at work at the MMU at any point of time must also be displayed prominently on the MMU.
11. The Service provider will also comply with confidentiality and privacy laws including patient details.
12. All records maintained by the Service provider regarding operations of MMUs will be made available to any government authority including audit on demand.
13. It should be clearly understood that under no circumstances, the MMUs will be used to advertise the operations of the service provider. It should be clearly mentioned on the outer body of the MMU that the service is provided by an agreement between State Health Society, Mumbai and the service provider.
14. Requirements of any Act promulgated by the Central State Law will have to meet by the service provider. Details as required under RTI should be notified in the MMU.
15. If required in the future, service provider shall operate any more new MMU Unit/Units in the different operational area/district (not mentioned in the agreement) effectively with the same prices quoted in the bid.

SECTION-V

ELIGIBILITY CRITERIA

1. The bidder should be registered as a legal entity (NGO/Trust/company). Consortium of legal entity (Maximum two) to implement the project, represented by lead member can be considered. The bidder cannot bid as a single partner in consortium. No bidder can place more than one bid in any form in the state.
2. The bidder and in case of a consortium all the participants shall have at least three years' experience in providing medical care at community level. In support of this, a statement regarding assignments of similar nature successfully completed during the last three years should be submitted as per Proforma in **Appendix 'A'**. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts./ private sector should be specifically brought out. (The decision of the state government as to whether the assignment is similar or not and whether the bidder possesses adequate experience or not, shall be final and binding on the bidders). The bidders may in addition provide any other documentation in support of their claims of experience in providing community healthcare.
3. The bidder should neither presently blacklisted by, nor should be engaged in any enquiry or pending legal issue with the State Health Society, Mumbai or any Govt. agencies/local bodies.
4. In case of Consortium, the lead member shall be legally responsible and shall represent all consortium members if any, in all legal matters.
5. The bidders shall provide the balance sheet (income & Expenditure account) of last three years.
6. The bidder(s) must have turnover not less than Rs. 1.20 Crore **for each of the last three financial years 2013-14, 2014-15 & 2015-16.**
7. The bidder should have own hospital in each of 6 district/operational area OR
The bidder must have affiliation with at least one hospital in each district since last 3 years. Such affiliation will be taken in consideration only if the said hospital is empanelled under Rajiv Gandhi Jeevandayi Arogya Yojana (This conditional consideration is exempted for Nandurbar district & alternative arrangement of minimum 20 beds from any hospital in the district since last 3years will be taken in consideration).
8. The Experience of bidder in health services at community level will be considered for the ongoing project or the completed assignment duly certified by competent authority for Mobile medical unit services, Hospital, Blood Bank, Blood storage center, blood donation camp, diagnostic center, ambulance, rehabilitation center, health camp, Health awareness Programme, health training Programme, any other project funded by Govt. Of Maharashtra and Govt. Of India).
9. The bidder shall complete all the eligibility criteria & the bidder shall get minimum 25% marks of the highest Evaluation of technical proposal tally Marks.
10. Bombay Nursing Home Registration Act. 1949 certificate of hospital and MOU with affiliated hospital on dated since affiliation must be submitted.

TERMS AND CONDITIONS

1. Signing of Agreement

The State Health Society, Mumbai shall issue the Notice for Award of Agreement to the successful bidder within the bid validity period. And the successful bidder will be required to sign the Service level agreement with the State Health Society, Mumbai or its nominee within 15 days of receipt of such communication.

2. A model copy of service agreement is at the **Appendix-I**

3. Modification to agreement:

The agreement when executed by the parties shall constitute the entire agreement between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the agreement shall be in writing and with the consent of the parties.

The agreement shall be valid for a period of **3 years** from the date of signing of the same. In case the service provider fails to adhere to the rules, regulations or any of the terms and condition of the agreement or in case the service provided is considered to be unsatisfactory by the SHS Mumbai, the service provider will be asked to provide his response in writing within 15 working days to specific case of violations and unsatisfactory services. The State Health Society, Mumbai would be free to cancel the agreement after considering the response of the service provider and recording the reasons for its decision.

4. Performance Security

- a) The successful bidder shall furnish a performance security in the shape of a Bank Guarantee issued by a Nationalized Bank in favour of Tender Inviting Authority for an amount equal to 5% of the total one year agreement value. The Bank guarantee shall be as per proforma at **Appendix 'E'** and remain valid for a period, which is three months beyond the date of expiry of the agreement. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Agreement and before signing of the agreement failing which the EMD may be forfeited.
- b) If the agreement is cancelled at any time during the validity period of the agreement in terms of para 4 above the Performance Security shall be forfeited.
- c) The State Health Society, Mumbai will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

- d) The total cost of tender would be the basis to calculate non operative cost per MMU per day. For all days when a certain number of MMU has not been functional, cost deducted would be:

(Cost per MMU per day)*(Total Number of MMU non operative)*(Number of days Non operative)

5. Compliance of Minimum Wages Act and other statutory requirements

The Service provider shall comply with all the provisions of Minimum Wages Act and other applicable labor laws. The Service provider shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the Service provider for providing the services, biomedical waste management, and biosafety, occupational and environmental safety.

The overall legal responsibility of provision of medical care lies with the Authority/public health facility.

The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

6. Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the Service provider's bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

7. Periodicity of Payment

The payment will be made on monthly basis not extending beyond 12 noon of the last bank working day of the month as per the clause no.11 in the service agreement list. The State Health Society, Mumbai shall give standing instructions to the bank for implementation of this requirement. The Service provider will raise its invoice on completion of services during this period duly accompanied by evidences of services provided. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

8. Damages for Mishap/Injury

The State Health Society, Mumbai shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service provider while performing duty in the State Health Society, Mumbai/ consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ contractor.

9. Termination of Agreement:

The State Health Society, Mumbai may terminate the agreement, if the successful Bidder withdraws its Bid after its acceptance or fails to submit the required Performance Securities for the initial agreement and or fails to fulfill any other contractual obligations. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the State Health Society, Mumbai.

After completion of the tenure of Bid, the Service provider will be allowed to vacate the space within a period of 15 days, in all the facilities where provider was providing the services.

The Commissioner (FW) & MD NHM, (NHM Procurement Cell), Mumbai may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the contract in whole or part:

- If the service provider fails to deliver any or all of the services within the period specified in the contract.
- If the service provider, in the judgment of the State Health Society has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
The period of contract will be three year from the date of work order. Purchaser will review service provider services every one year. If the service provider does not provide services satisfactorily as per the requirements of the Purchaser or / and as per the Schedule of requirements, this Contract may be terminated.

10. Arbitration

- a) If dispute or difference of any kind shall arise between the State Health Society, Mumbai and the firm/contractor in connection with or relating to the agreement, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the State Health Society, Mumbai or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to

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be appointed by the < The Commissioner (FW) & MD NHM, (NHM Procurement Cell), Mumbai > as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by < The Commissioner (FW) > to act as Arbitrator.

- c) Work under the agreement shall, not with-standing the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the State Health Society, Mumbai or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- d) Reference to arbitration shall be a condition precedent to any other action at law.
- e) Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

11. General Terms and Conditions:

- a. The Service provider shall commence the proposed services within the 30 days of signing the agreement.
- b. The Authority shall finalize the Standard Operating Procedures (SOPs) for each of the services to be followed by the Service provider.
- c. All payments should be made within 30 days of submission of necessary bills/invoices.
- d. Patient Feedback/Suggestions/Grievance Redressal- Periodic feedback from patients are to be taken on structured questionnaire. Result would be analyzed by the state government for further improvement of services and feedback to the service provider. Telephone numbers where patients can lodge their complaints will be displayed on MMU.

12. Applicable Law and Jurisdiction of Court:

The agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of agreement shall have jurisdiction to decide any dispute arising out of in respect of the agreement. It is specifically agreed that no other Court shall have jurisdiction in the matter.

13. Penalty Clause

- a) The total cost of tender would be the basis to calculate non operative cost per MMU per day. For all days when a certain number of MMU has not been functional, cost deducted would be:

(Cost per MMU per day)*(Total Number of MMU non operative)*(Number of days Non operative)

- b) As per tender MMU Staff will be mentioned by bidder otherwise penalty will be applicable as per day employ's salaries deducted by bidder's payment.
- c) GPS-GPRS device breakdown should be informed to state on same day otherwise a penalty of Rs 100/- per day per MMU will be applicable.
- d) MMU report should be send dated 5th of every calendar month; otherwise penalty will be 1000/- per day per MMU will be applicable.

Note: The Commissioner (FW) & MD NHM, (NHM Procurement Cell), Mumbai also reserves the right to reject / award the contract to any vendor or cancel the entire Bid process without giving any reasons.

Appendix-A

Community based Health services provided in last 3 years
(i.e, F.Y. 2013-14, 2014-15 & 2015-16).

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Note: Attach extra sheet for above Proforma if required.

Sr.No	Assignment/Project Agreement No & date	Description of work/ services provided	Agreement price of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed/It is ongoing	Address of organization with Phone No. where assignment done
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Name

Signature.....

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Appendix-B

PARTICULARS OF THE BIDDER

(To be submitted by all BIDDERS including participant in Consortium)

1. Name
2. Type of Organization :
:Prop./Partnership/Company/Consortium/Trust/NGO/Not for Profit
Organization
3. Address of Service Centre's in the region:
(a) Total No. of locations where organization currently has centers:

No.	Center/Project	Location	Running Since
			(use extra sheet if necessary)

- (b) Total No. of committee members in NGO/Trust/Company

Name	Designation	Qualification
		(use extra sheet if necessary)

- (c) Total No. of affiliated hospitals in the operational area:-

District	No.	Hospital Name	Address	MOU since
Palghar	1			
	2			
	3			
Raigad	1			
	2			
	3			
Satara	1			
	2			
	3			
Nandurbar	1			
	2			

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	3			
Parbhani	1			
	2			
	3			
Nanded	1			
	2			
	3			

4. Registration No.

1. Trust/ /NGO/ Registration (Act 1950)*
 2. Trust/ Company/ NGO/Registration (Act 1860)
 3. PAN *
 4. TAN*
 5. Service Tax
 6. VAT
 7. PT
 8. Sales Tax
 9. Audited Accounts statement for past three financial years. *
 10. Copy of income tax return for past three financial year.*
 11. Experience certificate of service provider *
- (* Mandatory)
5. Brief write-up about the firm / company. (use extra sheet if necessary)

Date:
Place:

Signature of Service providers
Name:-
Office Stamp:-

Appendix- C

Forwarding Letter for Technical Bid

(To be submitted by all Service providers in their letterhead)

Date:.....

**To,
Commissioner (FW) & MD NHM,
(NHM Procurement Cell)
2nd floor, Arogya Bhavan,
St. George's Hospital Compound,
Mumbai - 400001**

Sub: Bid for provision of Mobile Medical Unit under Bid No....

Sir,

We are submitting, herewith our Bid for providing maintenance and operational services of mobile medical units in Maharashtra.

We are enclosing Receipt No..... or Bank Draft/Bankers Cheque No....., Dated.....(amount.....)towards Bid cost/fee (if documents have been downloaded from website) and Bank Draft / Bankers Cheque No..... Dated..... (Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favour of the State Health Society, Mumbai.

We agree to accept all the terms and conditions stipulated in your Bid enquiry. We also agree to submit Performance Security as per Clause No. 4 of Section VI of Bid Enquiry document.

3. We agree to keep our office valid for the period stipulated in your Bid enquiry.

Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.

Signature of the Bidder.....
Seal of the Bidder.....

FINANCIAL BID

1. Name of the Bidder:.....

2. Prices Quoted :-

Table (A)

S.No	Cost Head per MMU	Operational Cost Per annum (INR)	No. of Units quoted for	Total Cost
01	Human Resources (Per MMU)			
02	Maintenance and Repair of vehicle, POL			
03	Equipment Maintenance			
04	Consumables & Regents (excluding drugs)			
05	Medicine			
06	Contingency			
07	Total Cost per MMU			
Total Cost of the proposed project per annum				

(In words.....)

Table (B)

Total Recurring cost for oprationalization of Mobile Medical Units

Financial Year	Per MMU Per Annum	Total Cost of the proposed project per annum
2016-2017		
2017-2018		
2018-2019		
Total (Total Cost of the proposed project for 3 yrs.)		

(Rs. In Words _____)

Increase or decrease quantity during contract period, it will be binding on the agency to provide it as per approved unit cost only.

The Opex cost should include Human Resources (Per MMU) Maintenance and Repair of vehicle, POL, Equipment Maintenance, Consumables & Regents (excluding drugs) Medicine, Contingency. Above lists of Opex is only indicative and not exhaustive.

Tender No: NHM-E-15/Mobile Medical Unit /2016-17

The successful bidder should produce bills for the payment.

* Rates of the eligible bidders will be compared for L1 (Lowest 1) on Total recurring Cost for operationalization of Mobile Medical Unit Table (B) total project cost.

The prices shall be firm and inclusive of all taxes and duties presently in force.

Signature.....

Name.....

PROFORMA FOR BANK GUARANTEE

To

**Commissioner (FW) & MD NHM,
(NHM Procurement Cell)
2nd floor, Arogya Bhavan,
St. George's Hospital Compound,
Mumbai - 400001**

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called “ the service provider”) has undertaken, in pursuance of agreement No..... dated (Herein after “the agreement”) to maintain & operate specific Mobile Medical Units.

AND WHEREAS it has been stipulated by you in the said agreement that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the agreement;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the service provider;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the agreement to be performed there under or of any of the agreement documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 15 (fifteen) months from the date of signing of agreement i.e. up to..... (Indicate date)

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Tender No: NHM-E-15/Mobile Medical Unit /2016-17

DECLARATION BY SERVICE PROVIDER

I / We do hereby declare I / We have neither been de-recognized / black listed by, nor been engaged in any enquiry or pending legal matter with State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions.

Signature of the Service provider:

Date:

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in INR 500.00 stamp paper.

DECLARATION BY SERVICE PROVIDER

I / We agree that we shall keep our price valid for a period of three year from the date of approval. I / We will abide by all the terms & conditions set forth in the Bid documents No. /

I / We agree that if required in the future we are ready to operate any more new MMU Unit/Units in the different operational area/district not mentioned in the Bid. I/We agree that we shall keep our price per unit (quoted in the Bid) valid for any of such new unit, till the completion of the period mentioned in the agreement for operating MMU.

Signature of the Service provider:

Date:

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in INR 500.00 stamp paper.

Appendix-H (If Bid Submitted with consortium partner)

Format for Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas the Commissioner (FW) & MD NHM, Mumbai, Government of Maharashtra (GoM), has invited applications from interested parties for Maintain and Operate Mobile Medical Units in Maharashtra.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions as per TENDER DOCUMENT and other connected documents in respect of the Project, and

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____, M/s _____ (Member) *(the respective names and addresses of the registered office)* do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including of application/proposal, participating in conferences, responding to queries, of information/ documents and generally to represent the Consortium in all its dealings with the Department, any other Government Organization or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with SHS, Maharashtra, and service provider.

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

Dated this the ___ day of
200_ (Executants)

(To be executed by all the members of the Consortium)

Note: *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Annexure I

List of Equipment in the MMU

Name of the Instrument	Quantity for MMU
Microscope with Light source (Binocular)	1
Sterilizer 38 cms with electric drums	1
Dressing Drum (11x9)	2
Weighing Machines Adults Simple	1
Weighing Machines Baby Simple	1
Stethoscope	2
B.P. Apparatus	2
Hemoglobin meter (Manual & digital)	1
Centrifuge machine (mini)	1
Incubator	1
Micro typing Centrifuge	1
Nebulizer	1
Ambu bag Adult	2
Ambu bag Paediatric	2
Laryngoscope Adult	1
Laryngoscope Child	1
Suction apparatus with accessories	1
Torch & spot light	1
Glucometer	1
Refrigerator (capacity 50 to 60 liters)	1
Needle cutter (manually operated)	1
Laboratory table- Portable	1
1 computers- laptop preferred	1
Laser Printer	1
Broadband Internet Data Card	1
Digital camera	1
Speaker	2
Amplifier	1
Water Purifier	1
Foldable Half Bench	2
Foldable seats for staff	4
Waste Collecting bins, as per Biomedical waste Management specifications	1
Stool	4
Cot	1
Examination table	1
Brackets for Oxygen Cylinder with adjustable straps	2
Detachable stretcher	1
Hooks for an intravenous bottle	4
Chairs	5
Generator	1
AC Fan	1
Transfusion Bottle Hook	2

Tender No: NHM-E-15/Mobile Medical Unit /2016-17

Fire Extinguisher	1
View Box	1
Digital clock	1
Height Measurement Instrument	1
Stainless Steel Cabinet	3
Water Storage Tank	1
Extension box	2
Screen (for privacy)	2
Emergency light	2
Soap Container	3
Towel Holder	2
Semi-Auto Hematology analyzer (3 part)	1
Test tubes	1
Auto pipettes	1
Auto scope	1
Examination Torch	2
Portable Laboratory unit	
Noninvasive Hb-meter	1
12 Lead ECG Machine	1
Tonometer	1

Annexure II

Reporting Pro-forma for each functional MMU – Monthly Report No. 1

Monthly Reporting Format

Note. To be filled and uploaded every month for all MMU in the NHM State Website under MMU Mandatory Disclosure. Each line should represent one MMU. Please add rows as required.

Year	Month	NATIONAL MOBILE MEDICAL UNIT (Month)																	
Sr. No of District	District	MMU Type (Single/ 2/3 vehicle unit)	Name of operating agency (State DHS/NGO /Private Provider) Please provide name if NGO or private	Registration Number		Number of Trips	Number of Villages visited		Number of AWCs covered	No. of OPD	No. of ANC/PNC (RCH)	No. of children immunized (if applicable)	No. of FP cases			No. of Lab tests	No. of blood smears collected / RDT tests done for Malaria	No. of sputum collected for TB detection	No. of patients referred to higher facilities
				Dispensary Vehicle	Support Vehicle		Planned	Actual					OCP/ECP	Condom	IUCD				
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			

Reporting Pro-forma for each functional MMU – Daily Report No. 2

S. No.	Location of MMU	Number of OPD	Number of ANC/PNC	Number of Lab Test Conducted	Number of Patients Referred	Nearest Facility to the MMU (Name & type)
1						
2						
3						
4						
5						
6						
7						
8						

Annexure III

A. Staff Composition

Name of staff	Qualification	No. Of persons
Medical Officer	M.B.B.S (MBBS only, preferably women) (Female Ayush Mo can appoint till MBBS MO appointment)	1
Nursing	GNM preferable- if not ANM	1
Pharmacist	D Pharm/ B Pharm	1
Lab Tech +Male worker	B.Sc DMLT/HSC DMLT	1
Driver cum Support Staff	SSC Heavy Vehicle License & Indemnity bond of Accident free driving in last three years.	2

Appendix-I

Service Level Agreement

No _____

SERVICE LEVEL AGREEMENT

Between

.....
(State Health Society, Mumbai)

And

.....
(Service Provider)

To maintain and operate Mobile Medical Units (MMU) to provide primary and selective secondary healthcare in identified regions.

Service Level Agreement

1. BACKGROUND

- 1.1 <THE State Health Society, Mumbai > hereinafter referred to as State Health Society, Mumbai desirous of outsourcing the services relating to operation of Mobile Medical Units in <name of the identified region> had invited tenders from eligible bidders vide TE No _____ dated _____. <Name of the Service Provider> having submitted his bid in response to the tender enquiry and having been found technically qualified as per the conditions in the same TE, has been awarded the agreement by the competent authority in the <The State Health Society, Mumbai>. <Name of the Service Provider> has also performed required obligations after the award of agreement was communicated to him.
- 1.2 Both <The State Health Society, Mumbai> and <Name of the Service Provider> hereinafter referred to as Service Provider hereby willingly enter into this agreement and agree to abide by all obligations enjoined on them by this agreement.

2. SERVICE AIMS

- 2.1 The primary obligation of the Service provider will be to operate the Mobile Medical Unit(s) to provide primary and selected secondary health care ensuring that such MMU:
- Is fully equipped with equipments listed in “**Annexure I**” of **Service Agreement list** ;
 - Is manned by adequate manpower resources as per the requirement enumerated in “**Annexure III**” of the **Service agreement list**.
 - The MMUs are provided with necessary fuel for carrying on operations on regular basis
- 2.2 < The Service Provider> would make all efforts to keep the MMUs well stocked with drugs and consumables at all times. Supplies shall be made within 3 days of requisitions.
- 2.3 The Service Provider categorically states that if he avails of any loan for this project from any Banks, financial institutions, other agencies or individuals, he will not make the State Health Society a party in any manner in such transaction nor will use this agreement as a guarantee of any manner nor will use future revenue expected to him from this agreement to hypothecate.

3. SERVICE OBJECTIVES

- 3.1 The service provider will also provide the operational set such as power generator, fuel for the vehicles and all other requirements to keep the MMU vehicle in operational condition at all times.
- 3.2 It is explicitly stated that both the parties are committed to enhance the health and well-being of residents of the area covered by the Service Level Agreement by

providing high quality service, innovation and development and to meet identified needs within the resources available to both the parties.

4. SERVICE DESCRIPTION AND RESPONSIBILITIES

Out-patient services:

- 4.1 The Mobile Medical Units will provide only out-patient services. These units will function as mobile clinics and are not meant to transport patients.
- 4.2 The Service provider shall follow the Service Plan/Route plan/Calendar for MMU as approved by the District Health Society and accordingly make the services of the MMU available at the desired spot on the appointed days.
- 4.3 The Service Provider shall provide primary and secondary health care as per the standard operating procedures approved by the Service procuring agency.
- 4.4 The Service provider hereby agrees that Mobile Medical Unit must always operate under the supervision of a qualified Medical Officer. The Service provider further agrees that at any time and under any circumstances, patient care would not be carried out by unauthorized personnel.
- 4.5 Service provider agrees that failure to adhere to the Service Plan/Route Plan/Calendar referred to Paragraph 4.2 above would constitute a variation in terms of Paragraph 12.1 of this Agreement and a default of an obligation in terms of Paragraph 15.2 of this Agreement.

Service Component:

- 4.5 The service at the MMU will be clinically led by a qualified M.B.B.S Female Medical Officer. Patients will have access to primary and selective clinical management by a qualified Medical Officer.
- 4.6 Ailments which shall not normally require further referral/ specialist care will be treated at the MMU only. Patients will be treated and provided drugs free of cost. No charges of any kind will be recovered from the patients.

5. REFERRAL PROCESS & ELIGIBILITY

- 5.1 It will be the responsibility of <The District Health Society> to provide the Service provider an “information matrix” for nearest facilities including their capacity in terms of existing Laboratory services, diagnostic services, and human resources available.
- 5.2 It will be the responsibility of the Service Provider to keep the Medical Officer(s) in charge of the MMU informed of the information matrix. For services not available at

the MMU, patients can be referred to nearest facility in accordance with the “information matrix“.

- 5.3 Both the parties hereby agree that no patient will be referred to any private medical establishment either formally or informally without specific prior approval of the <The District Health Society>.

6. INFORMATION AND REPORTING REQUIREMENTS

- 6.1 The Service provider shall ensure that information, records and documentation necessary to monitor the agreement are maintained and are available at all times to the <The State Health Society, Mumbai > or its authorised representative. The Service Provider hereby agrees that he and all his staff shall at all times co-operate with the reasonable processes of the Service procuring agency for the monitoring, evaluation and carrying out quality audit and financial audit by any third party authorised by <The State Health Society, Mumbai >.
- 6.2 The Service provider hereby agrees to maintain all relevant data and records of all patients treated at the MMU.
- 6.3 The Service provider further agrees to maintain confidentiality of these data and records and commits that such data and records will not be shared with any third party for any purpose.
- 6.4 The Service provider agrees to provide data to <State Health Society, Mumbai> as per attached Annexure II every month. Failure to do so may entail cancellation of the agreement.
- 6.5 The Service provider hereby agrees to maintain log book showing all movements of the MMU vehicle and keep record of consumption of POL. The log book should be maintained as per the format in vogue in any government office. Logbook shall be made available for verification by the any authority nominated by Service procuring agency.
- 6.6 The Service provider agrees that the MMU vehicles will not be used to advertise any product or organisation including the Service provider’s own. The following text must appear on both sides of the MMU vehicle in reasonably big font-size to enable a normal sighted person to read it from a reasonable distance:

**“Mobile Medical Unit
Run by
Agreement No <No of the Agreement>
Between <The State Health Society> and <Name of the Service Provider>”**

6.7 The Service provider agrees to display copies of this agreement, list of medical equipment available with the MMU, stocks of drugs and consumables at prominent place in the MMU. The names of the Medical Officer and other personnel on duty must also be displayed during duty hours.

7. PERFORMANCE

7.1 An half yearly review meeting will be held on the State Health Society, Mumbai and attended by appropriate levels of officials of Service providers to consider the performance, the anticipated outcome of the agreement and future service developments and changes. Further meetings may be arranged at any time to consider significant variation in the terms or conduct of the agreement and where corrective action on either part is indicated.

7.2 Service Provider agree to consider introduction of any further service in line with any new initiative of the government or in response to local demand which could not be anticipated earlier.

7.3 Service Provider agree that such services should be provided without extra cost. However, if it is felt by both the parties that the additional services would require additional resources/manpower.

8. HEALTH AND SAFETY

8.1 The Service Provider agrees to adequately train, instruct and supervise staff to ensure as is reasonably practicable, the health and safety of all persons who may be affected by the services provided under the agreement.

8.3 The Service provider agrees that he would collect periodic feedback from the patients through structured questionnaire at his cost. The periodicity will not be less than once in six months. Responses to the questionnaire will be submitted in original to the Service procuring Agency Telephone numbers where patients can lodge their complaints to be displayed on MMU.

9. DATA PROTECTION, CONFIDENTIALITY AND RECORD KEEPING

9.1 All Service Users have a right to privacy and therefore all information and knowledge relating to them and their circumstances must be treated as confidential. The Service Provider must advise all staff on the importance of maintaining confidentiality and implement procedures which ensure that Service User's affairs are only discussed with relevant people and agencies.

9.2 The Service Provider shall comply with all legislations, which otherwise would have been applicable had the services been run directly by the Government agencies.

10. STAFFING

- 10.1** The Service provider will ensure that, at all times, it has sufficient suitably trained staff to ensure that services comply with all the statutory requirements and meet patient needs.
- 10.2** The Service provider agrees that he would ensure that a minimum complement of staff mentioned at Annexure III of this Agreement would be in position in each MMU.
- 10.3** The Service provider agrees that a record of qualifications shall be maintained by the provider and available for inspection.
- 10.4** The Service provider hereby expresses his commitment to training and staff development and the maintenance of professional knowledge and competence.

11. FINANCE ARRANGEMENTS

- 11.1** Both parties agree that the payment arrangements as quoted by the Service provider in his bid against the above mentioned tender enquiry and/or subsequent bid submitted by him as a result of negotiations shall be adhered to.
- 11.2** It is agreed that payments would be made two monthly basis. To facilitate this, the Service provider will submit invoices with all documents in support of his claims on every last working day of the month. On the basis of such invoices, the State Health Society agrees to provisionally transfer the amount electronically to the Service provider's bank account.
- 11.3** The State Health Society as per existing rules of the government will have the right to examine the invoices as required under relevant rules. If such examination reveals any extra payment already provisionally made, the extra amount will be adjusted from the next payment due to the Service provider under intimation to him.
- 11.4** In case the last day of the month is holiday as a result of which invoices cannot be submitted The State Health Society agrees to make payment of an equivalent amount of the last invoice submitted. Additional amount paid if any on the basis of actual invoices submitted later and examination thereof will be adjusted from subsequent payments under intimation to the Service provider.
- 11.5** The Service provider hereby agrees to maintain all required books of accounts and agrees to provide them to such audit as may be required to be carried out.
- 11.6** The Service provider hereby agrees that The State Health Society will deduct from all payments such amount of statutory taxes and duties as he is required to deduct under provisions of law.
The amount would be deducted if the MMU becomes non operative as mentioned and calculated.

12. VARIATION

12.1 This Service Level Agreement may not be varied unless a variation is agreed in writing and signed by all parties.

13. DISPUTES

13.1 The agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of agreement shall have jurisdiction to decide any dispute arising out of in respect of the agreement. It is specifically agreed that no other Court shall have jurisdiction in the matter.

13.2 Both parties agree to make their best efforts to resolve any dispute between them by mutual consultations.

14. ARBITRATION

- f) **14.1** If dispute or difference of any kind shall arise between the State Health Society, Mumbai and the firm/contractor in connection with or relating to the agreement, the parties shall make every effort to resolve the same amicably by mutual consultations.
- g) If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the State Health Society, Mumbai or the firm/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the < The Commissioner (FW) & MD NHM, (NHM Procurement Cell), Mumbai > as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by < Commissioner (FW) > to act as Arbitrator.
- h) Work under the agreement shall, not with-standing the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the State Health Society, Mumbai or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- i) Reference to arbitration shall be a condition precedent to any other action at law.
- j) Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

15. TERMINATION

- 15.1** If the Service procuring agency terminates the agreement and then makes other arrangements for the provision of the Services, it shall be entitled to recover from the Service provider any loss that had to be incurred due to such sudden termination of agreement.
- 15.2** Both the parties agree that no further payment would be made to the Service provider, even if due till settlement of anticipated loss as a result of premature termination of the agreement.
- 15.3** The State Health Society, Mumbai reserves the right to terminate the agreement without assigning any reason if services of the MMU create serious adverse publicity in media and prima facie evidence emerges showing negligence of the Service provider.

The State Health Society, Mumbai may terminate the agreement, if the successful Bidder withdraws its Bid after its acceptance or fails to submit the required Performance Securities for the initial agreement and or fails to fulfill any other contractual obligations. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the State Health Society, Mumbai.

After completion of the tenure of Bid, the Service provider will be allowed to vacate the space within a period of 15 days, in all the facilities where provider was providing the services.

The Commissioner (FW) & MD NHM, (NHM Procurement Cell), Mumbai may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the contract in whole or part:

- If the service provider fails to deliver any or all of the services within the period specified in the contract.
- If the service provider, in the judgment of the State Health Society has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

The period of contract will be three year from the date of work order. Purchaser will review service provider services every one year. If the service provider does not provide services satisfactorily as per the requirements of the Purchaser or / and as per the Schedule of requirements, this Contract may be terminated.

16. Indemnity

- 16.1** By this agreement, the Service provider indemnifies the Service procuring agency against damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service provider while performing duty.

16.2 The Service provider agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the Service provider.

17. PERIOD OF AGREEMENT

17.1 This Service Level Agreement shall take effect onuntil The period may be extended for another period of **three years** with the agreement of both parties after mutual negotiations.

1. **Signed for and on behalf of the MMU Service Procuring Agency (The State Health Society, Mumbai)**.....

Signed:

Name:

Designation:.....

Date:.....

2. **Signed for and on behalf of the Service Provider:**

Signed:.....

Name:.....

Designation:.....

Date:

Witnesses:

1) _____

2) _____

3) _____

Tender No: NHM-E-15/Mobile Medical Unit /2016-17

Annexure I

Proposed list of Equipment in the MMU

Name of the Instrument	Quantity for MMU
Microscope with Light source (Binocular)	1
Sterilizer 38 cms with electric drums	1
Dressing Drum (11x9)	2
Weighing Machines Adults Simple	1
Weighing Machines Baby Simple	1
Stethoscope	2
B.P. Apparatus	2
Hemoglobin meter (Manual & digital)	1
Centrifuge machine (mini)	1
Incubator	1
Micro typing Centrifuge	1
Nebulizer	1
Ambu bag Adult	2
Ambu bag Paediatric	2
Laryngoscope Adult	1
Laryngoscope Child	1
Suction apparatus with accessories	1
Torch & spot light	1
Glucometer	1
Refrigerator (capacity 50 to 60 liters)	1
Needle cutter (manually operated)	1
Laboratory table- Portable	1
2 computers- laptop preferred	1
Laser Printer	1
Broadband Internet Data Card	1
Digital camera	1
Speaker	2
Amplifier	1
LCD Projector	1
Water Purifier	1
Foldable Half Bench	2
Foldable seats for staff	4
Waste Collecting bins, as per Biomedical waste Management specifications	1
Stool	4
Cot	1
Examination table	1
Brackets for Oxygen Cylinder with adjustable straps	2
Detachable stretcher	1
Hooks for an intravenous bottle	4
Chairs	5
Generator	1
AC Fan	1

Tender No: NHM-E-15/Mobile Medical Unit /2016-17

Transfusion Bottle Hook	2
Dvd Player	1
Fire Extinguisher	1
View Box	1
Digital clock	1
Height Measurement Instrument	1
Stainless Steel Cabinet	3
Water Storage Tank	1
Extension box	2
Screen (for privacy)	2
Emergency light	2
Soap Container	3
Towel Holder	2
Semi-Auto Hematology analyzer (3 part)	1
Test tubes	1
Auto pipettes	1
Ophthalmoscope Digital	1
Auto scope	1
Examination Torch	2
Portable Laboratory unit	
Non invasive Hb-meter	
12 Lead ECG Machine	1
Tonometer	1

Annexure II

Reporting Pro-forma for each functional MMU – Monthly Report No. 1

Monthly Reporting Format

Note. To be filled and uploaded every month for all MMU in the NHM State Website under MMU Mandatory Disclosure. Each line should represent one MMU. Please add rows as required.

Year **Month**

NATIONAL MOBILE MEDICAL UNIT (Month)

Sr. No of District	District	MMU Type (Single/ 2/3 vehicle unit)	Name of operating agency (State DHS/NGO /Private Provider) Please provide name if NGO or private	Registration Number		Number of Trips	Number of Villages visited		Number of AWCs covered	No. of OPD	No. of ANC/PNC (RCH)	No. of children immunized (if applicable)	No. of FP cases			No. of Lab tests	No. of blood smears collected / RDT tests done for Malaria	No. of sputum collected for TB detection	No. of patients referred to higher facilities
				Dispensary Vehicle	Support Vehicle		Planned	Actual					OCP/ECP	Condom	IUCD				
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			

Reporting Pro-forma for each functional MMU – Daily Report No. 2

S. No.	Location of MMU	Number of OPD	Number of ANC/PNC	Number of Lab Test Conducted	Number of Patients Referred	Nearest Facility to the MMU (Name & type)
1						
2						
3						
4						
5						
6						
7						
8						

Annexure III

A. Staff Composition

Name of staff	Qualification	No. Of persons
Medical Officer	M.B.B.S (MBBS only, preferably women) (Female Ayush Mo can appoint till MBBS MO appointment)	1
Nursing	GNM preferable- if not ANM	1
Pharmacist	D Pharm/ B Pharm	1
Lab Tech +Male worker	B.Sc DMLT/HSC DMLT	1
Driver cum Support Staff	SSC Heavy Vehicle License & Indemnity bond of Accident free driving in last three years.	2