



**OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005**

**NOTICE INVITING TENDER (NIT)
FOR OUTSOURCING OF MOBILE MEDICAL UNIT (MMU) OPERATION
(NATIONAL COMPETITIVE BIDDING)**

CAPEX +OPEX



**OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM
SAIKIA COMMERCIAL COMPLEX, SRINAGAR PATH, CHRISTIANBASTI,
G.S ROAD, GUWHATI 781005**

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NOTICE INVITING TENDER (NIT)

Address: Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

URL: www.nrhmassam.in

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Bid Enquiry No. NRHM/ MMU/ PPP/ 2697/ 15-16/ 5001

Dated: 01/09/2016

NOTICE INVITING BIDS

1. Office of the Mission Director, State Health Society, Assam hereinafter referred as “ **Mobile Medical Unit Service Procuring Agency(MMUSPA)**” invites sealed Tender from eligible bidders willing to maintain and operate Mobile Medical Units infrastructure to provide primary and selective secondary health care in different districts of Assam. Details of location is given at **Appendix-H**. The scope of services required are enumerated in **Section IV** of this 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/Job Description
 - V. Section V: Eligibility Criteria
 - VI. Section VI: Terms and Conditions
 - VII. Section VII: Formats of Appendices (A to F)
 - VIII. Section VIII: Standard format for service level agreement
3. Schedule

SN	Description	Date/Place
1	Date of sale of Bid Enquiry Documents	02/09/2016
2	Pre bid Meeting (Date & Time)	14/09/2016(3PM)
3	Pre-Bid Meeting Venue	Office of the Mission Director,NHM,Assam
4	Closing Date and Time of Receipt of Bid	27/09/2016(up to 2PM)
5	Time, Date and Venue of Opening of Technical Bid	27/09/2016(at 4PM)

4. Tender documents may be obtained from the office of Tender Inviting Authority during office hours on payment of Rs 2000/-(non – refundable) in the form of Demand Draft drawn in favour of “ **State Health Society, Assam**” payable at Guwahati. The tender documents may also be downloaded from the official website- www.nrhmassam.in.The bidder downloading the bid document from the website will be required to deposit Rs 2000/-(non – refundable) in the form of Demand Draft drawn in favour of “ **State Health Society, Assam**” payable at Guwahati while submitting the Tender. Tender without the fee of Rs 2000/- will not be accepted.
5. 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.
6. Bidders shall ensure that their bids complete in all respects, are dropped in the Bid Box located at Office of the **Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam** on or before the closing date and time indicated in the Para 3 above. Bids submitted after the prescribed time will be treated as late bid and will not be considered. The bids sent by post/courier must reach the above said address 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.
7. In the event of bid opening day being declared a holiday/closed day for the MMUSPA, the Bids will be received/opened on the next working day at the same time.
8. The bid Enquiry Documents are not transferable.

Mission Director
National Health Mission, Assam

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, affixing Court Fee Stamp of Rs 8.25 (or IPO of Rs 10.00 in favour of "State Health Society, Assam" for bidders located outside Assam)
- c. Those submitted by email or fax shall not be considered.
- d. The Bids which are for only a portion of the components of the job /service shall not be accepted. (The bids should be for all components of the job /service.)
- e. The Bidder shall offer service for all locations of Appendix-H. It is to be noted that single service provider shall be selected to cover all locations.
- f. 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.
- g. The Bids (**technical and financial**) shall be submitted (with a covering letter as per **Appendix 'C'** before the last date of submission. Late bids shall not be considered

2. Earnest Money Deposit (EMD)

- a. The Bid shall be accompanied by Earnest Money Deposit (EMD) of INR **10 lakhs** as specified in the Notice Inviting Tender (NIT) in the form of Bank Draft / Bankers cheque/Bank Guarantee (valid for six months) from any Schedule Bank in favour of "**State Health Society, Assam**" payable at Guwahati while submitting the bid.
- b. No Bidding entity is exempt 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 MMUSPA, 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 MMUSPA, 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 sealed envelopes as follows:

- I. The first envelope shall be marked in bold letter as "**TECHNO COMMERCIAL BID**" which shall be sent with forwarding letter **Appendix 'C'** and shall include the following:
 - a. Receipt regarding payment of Bid cost or Bank draft drawn in favour of State Health Society, Assam for the amount of non refundable fee if the Bid documents have been downloaded from web.
 - b. Bank Draft /Bankers Cheque/Bank Guarantee towards E.M.D.
 - c. Confirmation regarding furnishing Performance Security in case of award of agreement.
 - d. 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'**

- e. Particulars of the bidder as per **Appendix 'B'** and copy of the Income Tax Returns acknowledgement for last three financial years.
- f. Power of attorney in favour of signatory to Bid documents.
- g. Copy of the certificate of registration of EPF, ESI and Service Tax with the appropriate authority.
- h. 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 any competent authority of a government department, government undertaking, local bodies, authorities.

In addition to the above documents.

- I. The Bidder shall provide certificate of other similar services provided in private/public sector in last three years 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 and the prices quoted shall remain for the duration of the agreement. The MMUSPA may be 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 put in a bigger envelope, which shall be sealed and superscripted with "BID Name & Nodue for opening on....."

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.

EVALUATION OF BIDS

SECTION 3

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 MMUSPA 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 of only those Service providers, who qualify technical bid, will be considered.

Infirmity / Non-Conformity:

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

Bid Clarification:

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

Evaluation of Technical Proposal:

Criteria/Parameter	Marks Tally	Maximum Marks
1. Experience of the Bidder/Consortium in implementing similar project at community level: a.) 5 years and above b.) 3-5 years c.) 0-3 years	10 5 3	10
2.) No. of MMU being operated in states in last 5 years a.) 30 and Above b.) 10-30 c.) Less than 10	10 5 3	10
3.) Quality of skilled Human resources in the Provided MMU a) With Doctor b) Without Doctors	10 5	10

Bidder who secures more than 15 (fifteen) marks will be considered for further evaluation.

JOB DESCRIPTION

1. Service Aims

1.1 The primary obligation of the service provider will be to operate the Mobile Medical unit 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 and other necessities for carrying on operations on regular basis.
- d. It is the responsibility of State Health Society, Assam to arrange supply free of cost good quality generic drugs and consumables as per the requisition received from the service provider. State Health Society, Assam would 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 responsibility of service provider to arrange MMU vehicles along with all the listed equipments, human resources to maintain MMU operational. All the maintenance cost of equipment as well as vehicles will be borne by the service provider since vehicles and equipment are to be provided by the service provider. The vehicles should not be more than two years old from the date of manufacturer on the day of commencement of service. At no point of time during the currency of the service agreement, the vehicle will be more than 5 years old from the date of manufacturer.
2. The existing staff working under the MMU programme of NHM, Assam, shall be taken over by the service provider.
3. The service provider shall follow the standard operating procedures (SOPs) as approved by the competent authority in MMUSPA.
4. 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.
5. The Service provider shall follow the Service Plan/Route plan/Calendar for MMU as approved by the District Health officer/JDHS. It is expected that Sunday will be the day on which no service would require to be provided and the weekly off on Sunday it could be used for maintenance, refilling and data entry purposes. However, the competent authority may declare any other day in the week as **“off-day”**. In exceptional circumstances, the weekly off day can be cancelled by the competent authority.
6. The MMU should be equipped with all the equipments proposed in **“Annexure I” of the service agreement list.**
7. All drugs should be provided to the service provider within 3 days of requisition.
8. The service provider shall submit data to the state government every month as per **“Annexure II” of the service agreement list.**
9. The service provider would procure all necessary road and goods permits for the MMU and maintain the same throughout the period.
10. 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 any authority nominated by MMUSPA.

11. 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 MMUSPA. The names of men at work at the MMU at any point of time must also be displayed prominently on the MMU.
12. The Service provider will also comply with confidentiality and privacy laws including patient details.
13. All records maintained by the service provider regarding operations of MMUs will be made available to any government authority including audit on demand.
14. 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 the service provider by an agreement between MMUSPA and the service provider.
15. 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.

ELIGIBILITY CRITERIA

1. The bidder shall be a sole provider or a group of providers/NGO (maximum 3) coming together as Consortium to implement the Project, represented by a lead member. The bidder cannot be an individual or group of individuals. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form in the state. The bidder should be registered as a legal entity.
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 Performa in **'Appendix A'**. User's certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. 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 document in support of their claims of experience in providing community healthcare.
3. The bidder should not be presently blacklisted by the MMUSPA or any government 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 in case of NGOs) of last three years.
6. The bidder(s) must have turnover not less than 60% of the bid amount quoted for each of the last three years. In case of NGOs, cost of community healthcare services provided should not be less than 60% of the bid amount quoted for each of the last three years.

TERMS AND CONDITIONS

1. Signing of Agreement

The MMUSPA 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 MMUSPA or its nominee within 15 days of receipt of such communication.

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

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 MMUSPA, 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 MMUSPA 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 Bank Guarantee issued by a Nationalized Bank in favour of Tender Inviting Authority for an amount equal to 5% of the total 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 Performance Security shall be forfeited.
- c) The MMUSPA 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: $(\text{Cost per MMU per day}) * (\text{Total Number of MMU non operative}) * (\text{Number of days Non operative})$.

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, bio-safety, 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 MMUSPA 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. The deduction for non availability of the MMUs shall be made while making the payment.

8. Damages for Mishap/Injury

The MMUSPA 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 MMUSPA's / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by the service provider/ contractor.

9. Termination of Agreement:

The MMUSPA 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. In that event, the MMUSPA will have the right to purchase the same goods/service from next eligible service provider and the extra expenditure on this account shall be recoverable from the defaulter. 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 MMUSPA.

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.

10. Arbitration

- a) If dispute or difference of any kind shall arise between the MMUSPA and the service provider /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 the MMUSPA or the service provider/ 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 Mission Director, NHM, Assam 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 Mission Director, NHM, Assam to act as Arbitrator.

- c) Work under the agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the MMUSPA 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 MMUSPA for further improvement of services and feedback to the service provider. Telephone numbers where patients can lodge their complaints to 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.

Mission Director
National Health Mission, Saikia Commercial Complex,
Srinagar Path, Christianbasti, G S Road, Guwahati-781005, Assam

APPENDIX- A

Community based health services provided in last 3 years.

Attach users’ certificates (in original) regarding satisfactory completion of assignments note: Attach extra sheet for above Performa if required.

Signature.....

Name

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

Appendix-B

PARTICULARS OF THE BIDDER

(To be submitted by all bidders including participant in consortium)

Name:

Type of organization : Prop./Partnership/Company/Consortium/Trust/ Not for Profit organization

Address of Service centers in the region:

1. Total No. of services personnel at the existing centers:
2. Total No. of locations where organization currently has centers:

Number of service personnel:

Name	Qualification	Experience (Similar Service)
		(Use extra sheet if necessary)

Registration Nos.

1. EPF
1. ESI
2. Sales Tax
3. VAT
4. Service Tax
5. PAN No.
6. Audited Accounts Statement for past three financial years
7. Copy of Income Tax Return for past three financial years
8. Experience certificate of Service provider

Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Service providers

Date:

Name

Place:

office Seal

Appendix-C

Forwarding letter for Technical Bid (To be submitted by all services providers in their letter head)

Date:

To

The Mission Director
National Health Mission, Saikia Commercial Complex,
Srinagar Path, Christianbasti, G S Road, Guwahati-781005, Assam

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

Sir,

We are submitting, herewith our bid for providing annual maintenance services / comprehensive maintenance services for

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

We agree to accept all the terms and condition stipulated in your bid enquiry. We also agree to submit Performance Security as per Clause No. 1 of Section VI of Bid Enquiry document.

4. We agree to keep our offer valid for the period for the period stipulated in your bid enquiry.

Enclosures:

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

Signature of the Bidder.....

Seal of the Bidder.....

Appendix-D

Financial BID

Name of the Bidder:

Price quoted:

SN	Cost Head per MMU	Operational Cost per annum (INR)	No of Units quoted for	Total Cost
1	Human Resource (per MMU)		50	
2	Maintenance and Repair of vehicle POL (per MMU)		50	
3	Equipment (per MMU)		50	
4	Consumables& Regents (Excluding drugs) (per MMU)		50	
5	Fuel (per MMU)		50	
	Total Cost of the proposed project per annum			
	Total Cost Per MMU Per annum			

(In words))

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

Signature.....

Name.....

Appendix-E

PROFORMA FOR BANK GUARANTEE

To
The Mission Director
National Health Mission, Saikia Commercial Complex,
Srinagar Path, Christianbasti, G. S Road, Guwahati-781005, Assam

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 provided 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 he 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 39 (thirty nine) 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

Appendix-F

DECLARATION BY SERVICE PROVIDERS

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

I/We do hereby declare I/We have not been de-recognized/black listed by any 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.50.00 stamp paper.

SERVICE LEVEL AGREEMENT

No _____

SERVICE LEVEL AGREEMENT

Between

.....

(MMU Service Procuring Agency)

And

.....

(Service Provider)

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

APPENDIX –G

SERVICE LEVEL AGREEMENT DECLARATION BY SERVIC PROVIDER

1. BACKGROUND

1.1 <NAME of THE MMUSPA>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 NIT 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 NIT, has been awarded the agreement by the competent authority in the <MMUSPA>. <Name of the Service Provider> has also performed required obligations after the award of agreement was communicated to him.

1.2 Both <Name of the MMUSPA> and <Name of the 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 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.

2.2 It is the responsibility of <Name of the MMUSPA> to arrange supply of good quality generic drugs and consumables as per the requisition received from the service provider. <Name of the MMUSPA> 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 loans to procure, lease or hire vehicles from any Banks, Financial Institutions, other agencies or individuals, he will not make the MMUSPA 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 such procurement of vehicles.

3. SERVICE OBJECTIVES

3.1 The service provider will also provide the operational set such as power generation, 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 officer/JDHS 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 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:

- 4.6 The service at the MMU will be clinically led by a qualified Medical officer. Patients will have access to primary and selective Secondary clinical management by a qualified Medical officer.
- 4.7 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 <Name of the MMUSPA> 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 <Name of the MMUSPA>.

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 <Name of the MMUSPA> or its authorized 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 authorized by <Name of the MMUSPA>.

- 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 <Name of the MMUSPA> 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 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 organization 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 <Name of the service procuring agency> and <name of the service providers>"

- 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 and attended by appropriate levels of officials of service procuring agency and service providers to review 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 Both the Service procuring agency and 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 Both the service procuring agency and 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, the service procuring agency agrees to consider reasonable increases in amount disbursed to the service provider based on the cost of additional resources. It is agreed that the service provider will be under no obligation to introduce the additional service unless a commitment to reimburse additional cost has been provided to him.

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.
- 8.2 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 will also 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 agreed 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 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.
- 11.3 The Service procuring agency or any other agency 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 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.
- 11.5 The service provider hereby agrees that the service procuring agency 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 above in Section VI.

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

14.1 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the service procuring agency or the service provider 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 as the arbitrator to be appointed by the <Name of the MMUSPA>. 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 <Name of the MMUSPA> to act as Arbitrator.

14.2 Work under the agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the MMUSPA or the firm / contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

14.3 Reference to arbitration shall be a condition precedent to any other action at law.

14.4 Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

15. TERMINATION

15.1 Either party may terminate this agreement by giving not less than 3 months' notice in writing to the other. This notice shall include reasons as to why the agreement is proposed to be terminated.

15.2 The Service Procuring agency may terminate the agreement, or terminate the provision of any part of the services, by written notice to the service provider with immediate effect if the Service Provider is in default of any obligation under the agreement, where

- a. the default is capable of remedy the Service Provider has not remedied the default to the satisfaction of the Service procuring agency within 30

days of at least two written advice, or such other period as may be specified by the Service procuring agency, after service of written notice specifying the default and requiring it to be remedied;

or

- b. the default is not capable of remedy; or
- c. the default is a fundamental breach of the agreement

- 15.3 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.
- 15.4 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.
- 15.5 The MMUSPA 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.

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.

**Signed for and on behalf of the MMU Service Procuring Agency
(MMUSPU).....**

Signed: ...

Name:

Designation:

Date:

Signed for and on behalf of the Service Provider:

Signed: ...

Name:

Designation:

Date:

Witnesses:

1)

3)

4)

Annexure I

List of equipments in the MMU

Name of the Instrument	Quantity for each 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
Transfusion Bottle Hook	2
Dvd Player	1
Fire Extinguisher	1
View Box	1
Digital clock	1
Height Measurement Instrument	1

Name of the Instrument	Quantity for each MMU
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	1
Non invasive Hb-meter	1
12 Lead ECG Machine	1
Tonometer	1

Annexure II

Reporting froforma for each functional MMU

SN	Location of MMU	Number of OPD	Number of ANC/PNC	No of Lab Test Conducted	Number of ECG/X Rays	No of patient referred	Nearest Facility to the MMU(Name & Type

Annexure III**Staff Composition**

SN	Name of staff	Qualification	No of Person
1	Medical Officer	(MBBS)	1
2	Nursing	GNM Preferably –if not, ANM	2
3	Ophthalmic Technician	Certificate course in Ophthalmology	1
3	Pharmacist	D. Pharma/B. Pharma	1
4	Lab Tech	B.Sc DMLT/HSC DMLT	1
5	Driver	HSLC, Heavy Motor vehicle license, 5 years Experience in driving Heavy Motor Vehicle	1
6	Handyman	HSLC, Light Motor vehicle license, 3 years Experience in driving Light Motor Vehicle	1

Appendix-H

District Wise MMU Details			
SI No	District	MMU Name	Level of MMU
1	Barpeta	Barpeta MMU	District MMU
2	Barpeta	Bajali MMU	Sub Divisional MMU
3	Baksa	Baksa MMU	District MMU
4	Baksa	Tamulpur Mmu	Sub Divisional MMU
5	Bongaigaon	Bongaigaon MMU	District MMU
6	Bongaigaon	Abhayapuri MMU	Sub Divisional MMU
7	Cachar	Cachar MMU	District MMU
8	Cachar	Lakhipur MMU	Sub Divisional MMU
9	Chirang	Chirang MMU	District MMU
10	Darrang	Darrang MMU	District MMU
11	Dhemaji	Dhemaji MMU	District MMU
12	Dhemaji	Jonai MMU	Sub Divisional MMU
13	Dhubri	Dhubri MMU	District MMU
14	Dhubri	Bilashipara MMU	Sub Divisional MMU
15	Dhubri	South salmara MMU	Sub Divisional MMU
16	Dibrugarh	Dibrugarh MMU	District MMU
17	Goalpara	Goalpara MMU	District MMU
18	Golaghat	Golaghat MMU	District MMU
19	Golaghat	Bokakhat MMU	Sub Divisional MMU
20	Golaghat	Dhansiri MMU (Sarupathar)	Sub Divisional MMU
21	Hailakandi	Hailakandi MMU	District MMU
22	Jorhat	Jorhat MMU	District MMU
23	Jorhat	Majuli MMU	Sub Divisional MMU
24	Jorhat	Titabor MMU	Sub Divisional MMU
25	Kamrup Metro	Kamrup Metro MMU	District MMU
26	Kamrup Rural	Kamrup Rural MMU	District MMU
27	Kamrup Rural	Rangia MMU	Sub Divisional MMU
28	Karbi Anglong	Karbi Anglong MMU	District MMU
29	Karbi Anglong	Bokajan MMU	Sub Divisional MMU
30	Karbi Anglong	Hamren MMU	Sub Divisional MMU
31	Karimganj	Karimganj MMU	District MMU
32	Kokrajhar	Kokrajhar MMU	District MMU
33	Kokrajhar	Gossaigaon MMU	Sub Divisional MMU
34	Lakhimpur	Lakhimpur MMU	District MMU
35	Lakhimpur	Dhakuakhana MMU	Sub Divisional MMU
36	Morigaon	Morigaon MMU	District MMU
37	Dima Hasao	Dist. Hq. MMU	District MMU
38	Dima Hasao	Maibong MMU	Sub Divisional MMU
39	Nagaon	Nagaon MMU	District MMU
40	Nagaon	Hojai MMU	Sub Divisional MMU

District Wise MMU Details			
SI	District	MMU Name	Level of MMU
41	Nalbari	Nalbari MMU	District MMU
42	Sivasagar	Sivsagar MMU	District MMU
43	Sivasagar	Nazira MMU	Sub Divisional MMU
44	Sonitpur	Tezpur MMU	District MMU
45	Sonitpur	Biswanath MMU	Sub Divisional MMU
46	Sonitpur	Gohpur MMU	Sub Divisional MMU
47	Tinsukia	Tinsukia MMU	District MMU
48	Tinsukia	Sadiya MMU	Sub Divisional MMU
49	Udalguri	Udalguri MMU	District MMU
50	Udalguri	Bhergaon MMU	Sub Divisional MMU