

Mission Director
National Health Mission
Department of Health & Family welfare
Government of Chhattisgarh
4th Floor, sector 27, Atal Nagar, Raipur Chhattisgarh

"Invites"

Online REQUEST FOR PROPOSAL – 2nd call.

For selection of service providers for working as a **PATIENT PROVIDER SUPPORT AGENCY (PPSA)** for providing Tuberculosis (TB) care & control services to the patients seeking care in private sector in Six (6) districts in the State of Chhattisgarh.



NOTICE INVITING TENDER

Sr.	Particulars	Date and Time	Venue/web address
1	Date of Publishing of RFP	19/10/2020	https://eproc.cgstate.gov.in
2	Pre-bid conference	30/10/2020	National Health Mission, 4th Floor, sector 27, Atal Nagar, new Raipur Chhattisgarh
3	Last date and Time for submitting online Request For Proposal	9/11/2020	https://eproc.cgstate.gov.in
4	Opening of tender	10/11/2020	National Health Mission, 4th Floor, sector 27, Atal Nagar, new Raipur Chhattisgarh
5	Date and time of opening of Envelope No.1	10/11/2020 at 2 PM onwards	
6	Date and time of opening of financial bid	10/11/2020 at 2 PM onwards	
7	Validity of Bid	180 days	

- Interested bidders may obtain further information about this **Notice Inviting Tender (NIT)** from the office of NHM, Chhattisgarh.
 - No tender will be accepted after closing date and time in any circumstances
 - If Bidders, who have participated in last tender process held on 6/10/2020 are participating in 2nd tender, their EMD and RFP document fees will be considered but they need to apply fresh with all requirements/documents set forth in RFP.
- The selection of Bidders shall be carried out through e-tendering process. Proposal/Bids are to be submitted online in electronic format on website <https://eproc.cgstate.gov.in> as per RFP document.
 - The RFP document cost of Rs.10000** (Ten thousand only) per unit shall be paid, by way of RTGS to the "STATE HEALTH SOCIETY-NRHM- RNTCP", Account Number- 936410110001101, Bank of India with IFSC Code: BKID-000-9364. This is one-time Non-refundable fee that Bidder shall pay.
 - EMD: 5 lakh** in the form of Bank Guarantee payable to "STATE HEALTH SOCIETY-NRHM- RNTCP, Raipur. It can be submitted by DD or e-transfer (RTGS/NEFT) also. In case of DD or RTGS, EMD should be payable to "STATE HEALTH SOCIETY-NRHM- RNTCP", Account Number- 936410110001101, Bank of India with IFSC Code: BKID-000-9364, the receipt of the bank guarantee shall be uploaded on the website.
 - RFP document may be downloaded from the website- <https://eproc.cgstate.gov.in> However, a filled bid shall be acceptable only after compliance of point 2 and 3 above.

Mission Director,
National Health Mission
Government of Chhattisgarh

DESCRIPTION, DIRECTIVES, ABBREVIATIONS

The Mission Director, National Health Mission , Department of Health And Family Welfare, Government of Chhattisgarh 4th floor, sector 27 Atal Nagar, Nawa Raipur Chhattisgarh (hereinafter referred as **Tender Inviting Authority/Purchaser** unless the context otherwise requires) invites online RFP For selection of service providers for working as a **PATIENT PROVIDER SUPPORT AGENCY (PPSA)** for providing Tuberculosis (TB) care & control services to the patients seeking care in private sector in Six (6) districts in the State of Chhattisgarh

1. Tender Inviting Authority : National Health Mission, Raipur, INDIA
2. Consignee : Six (6) districts in the State of Chhattisgarh.
3. Bidder : Intending agencies participating in Tender process.
4. Service Provider : Successful Bidder to whom contract is awarded.
5. Language of Bid : English
6. List of Services : List of services with indicative targets, place of work as Detailed in Section 5 of the RFP document
7. Cost of the Tender Document : **Rs.10,000** (Ten thousand only)
8. EMD : **5 lakhs** (Five lakhs only (DD/e – transfer, RTGS or against bank guarantee)
9. Tender System : 2 cover (Envelope) system, **Envelope No.1 (Technical bid)**
Envelope No. 2 (Financial Bid)
10. Schedule of events : **As per online tender time schedule (Key dates) on**
<https://eproc.cgstate.gov.in>
11. Validity of rate contract : **Three year from date of awarding contract.**
12. Address for communication : National Health Mission
4th floor, Sector 27 Atal Nagar
New Raipur, Chhattisgarh
E – Mail: stocg@rntcp.org, sfmnrhmcg@rediffmail.com
13. Validity of Bid : 180 days

14. All required documents and Annexures attached in RFP document need to be signed and sealed by the bidder/agency at time of the application or bid shall be rejected.

Note: The bidders shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

ABBREVIATIONS

TIA	Tender Inviting Authority
ACF	Active Case Finding
AERB	Atomic Energy Regulatory Board
AY	Assessment Year
BPF	Bid Processing Fee
CB-NAAT	Cartridge Based Nucleic Acid Amplification Test
C-DST	Culture Drug Susceptibility Testing
DBT	Direct Benefit Transfer
NHM	National Health Mission
DOTS	Directly Observed Treatment Short-course
DR-TB	Drug Resistant - Tuberculosis
DTC	District Tuberculosis Centre
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESI	Employee State Insurance
FDC	Fixed Dose Combination
F-ICTC	Facility based Integrated Counseling and Testing Center
FY	Financial Year
GST	Goods and Services Tax
HIV	Human Immunodeficiency Virus
ITRs	Income Tax Returns
LBTI	Latent TB Infection
Lol	Letter of Intent
MDR - TB	Multi - Drug Resistant TB
MKPY	Mukhyamantri Kshay Poshan Yojana

NACO	National Aids Control Organization
NHM	National Health Mission
NIC	National Informatics Centre
NIT	Notice Inviting Tender
NPY	Nikshay Poshan Yojana
PPM	Public Private Mix
PPMC	Public Private Mix Coordinators
PPSA	Patient Provider Support Agency
PS	Performance Security
NTEP	National Tuberculosis Elimination Program
RR	Rifampicin Resistant
SOP	Standard Operating Procedures
STCI	Standards of TB Care in India
STO	State Tuberculosis Officer
TB	Tuberculosis
UIDAI	Unique Identification Authority of India
UDST	Universal Drug susceptibility Test
WHO	World Health Organization
CSAT	Customer Satisfaction Certificate



INTRODUCTION/STATEMENT OF PURPOSE/TENDER SYSTEM

The Department of Health and Family Welfare, Chhattisgarh is implementing various health related program(s) and strengthening the health delivery system under the aegis of National Health Mission (NHM) in the State of Chhattisgarh.

The National health Mission (NHM) & Mission Director, Chhattisgarh intends to select Agency (Bidder)(s) via e-tendering for working as Patient Provider Support Agency (PPSA) to provide Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) in 6 districts of Chhattisgarh with the aim of increasing notification of TB patients who seek care in private sector and ensuring successful treatment outcomes. The PPSA shall work as an interface Agency amongst State NTEP department, NHM and private healthcare system and PPSA looks to ensure provision of patient centric care and reduce Out of Pocket expenditure through an array of free diagnostics, drugs and support services like counseling, follow-ups etc. till the treatment outcome is achieved. The PPSA as a package shall cover entire spectrum of services including provider management, diagnostic linkages, drug linkages, HIV testing, DM testing, DST linkages, facilitating and increasing notifications, provider incentives and patient support services.

For the purpose of this tender, the **6 districts in the State of Chhattisgarh** are Raipur, Bilaspur, Durg, Dhamtari, Raigarh and Korba **for which the Agency will be applying for one single bid covering all 6 districts as one cluster (Hereinafter referred as Cluster)**

The NHM shall be adopting two envelope system for the selection of the Agency for the cluster. Detailed selection criteria are listed in section 2. In the first step, Qualification Bids of all Bidders shall be evaluated as to whether they are responsive or not set forth in terms of Clause 3.2.1, section 3 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 3.1 of section 3. Technical bids of "Qualified Bidders" Will be further evaluated. The Financial Bids of only those Bidders who are considered responsive and termed as "**technically qualified**" would be opened and evaluated for the purpose of identifying the Selected Bidder for the Project. The contract agreement in the cluster shall be signed between the "Selected Bidder" and the NHM, Chhattisgarh. The bidder must quote the rate considering that this agreement will be valid for a period of three years.

To participate in the e-tendering process, the Bidder are required to get themselves registered with Chhattisgarh Government Centralized e-Procurement portal, i.e. <https://eproc.cgstate.gov.in> as per the guidelines mentioned in the Instruction to Bidders (ITB)

Bidder may also download the tender documents (a complete set of document is available on website) from e-Procurement Portal <https://eproc.cgstate.gov.in> and submit its tender by using the downloaded document.

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to bidder(s), whether verbally or in documentary form by or on behalf of the Tender Inviting Authority under Department of Health & Family Welfare, Govt. of Chhattisgarh, or any of their employees or advisors, is provided to bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the Tender Inviting Authority or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their proposal and detailed Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Some bidders may have a better knowledge of the proposed Project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Tender Inviting Authority / Department, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Tender Inviting Authority / Department may in its absolute discretion but without being under any obligation to do so can update, amend supplement OR cancel the information in this RFP document. The **Tender Inviting Authority** and the Agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the **Tender Inviting Authority** and the Agency have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration. The venue of arbitration shall be Raipur, Chhattisgarh.



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SECTION 2: INSTRUCTIONS TO BIDDERS

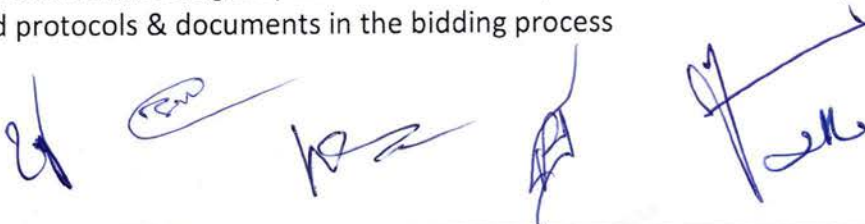
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2.1 GENERAL INSTRUCTIONS

Before preparing the bid and submitting the same on the eProcurement Portal <https://eproc.cgstate.gov.in>, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these RFP Documents may result in rejection of tender(s) submitted by bidders.

Tender should be submitted through website <https://eproc.cgstate.gov.in> and Online only in two envelopes i.e. Technical Bid in envelop no.1 & Commercial bid in Envelop no. 2. The EMD as required in the tender documents should invariably be submitted online only. To prepare and submit the tender/offer online all bidders are required to "Digital signature" which should be obtained from competent authority. However the e-tender website or helpline numbers may guide you for obtaining the same.

- a. The bids which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
- b. **The Bidder shall indicate the amount per TB patient notified who successfully completes treatment, in the cluster** for providing entire spectrum of services which include (but not limited to) private sector (patient and provider) engagement and empanelment, provider mapping, CME, etc., provider management, diagnostic linkages, drug linkages, HIV testing linkages, DST linkages, facilitating notification, facilitating for provider incentives and patient support services, during the full treatment cycle of each patient (till the end of treatment). The rates quoted by the bidder shall be inclusive of charges of managing supply chain of drugs/FDC and consumables to all the empaneled private healthcare providers, chemists and Labs, sample collection and transportation costs, IT equipment and set-up for reporting of program outcomes at each stage of treatment on NIKSHAY, Transport, Insurance, printing and supply of materials (including reports, IEC etc.), salaries of the manpower deployed, training and capacity building of existing manpower and any other expenses as required for the conduct of the services proposed in the tender document, service charges and all applicable taxes, duties and levies **excluding Goods & Services Tax(GST)**. Other applicable taxes, if any, would be deducted at source, as per prevailing rates/rules. The financial bid(s) shall be quoted in the online mode only. If a Bidder quotes, "Nil" charges in consideration, the bid shall be treated as unresponsive and shall not be considered.
- c. The technical bid and financial bid shall be submitted before the last date & time of submission in online mode only. Bids submitted after the stipulated date & time (closing date and time for uploading the tender and submission of hard copy (Physical) of EMD shall not be considered and would summarily be rejected.
- d. As part of the Bidding Process, interested parties who fulfill the Minimum Eligibility Criteria (Section 3 of RFP document) as set forth in this RFP are being called upon to submit their Bids in accordance with the RFP. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Submission Due Date and may be extended as may be mutually agreed between the Authority and Bidder from time to time. For demand draft the validity should be renewed by the bidder at the end of its expiry so that the validity remains for 180 days
- e. All interested bidders/agency need to fill & complete the checklist as per Annexure-14 of all required protocols & documents in the bidding process



2.2 Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequent processing of the same. The NHM, Chhattisgarh will, in no case, be responsible or held liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

2.3 Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi", then there is no need to provide an English translation of the same document for interpretation.

2.4 Bid Meeting

- a) Pre-bid Conference will be done by the NHM, Chhattisgarh to all the Applicants and shall be convened at National health Mission, Sector 27, 4th floor. Capitol complex, Atal Nagar, Raipur (Chhattisgarh) on 30/10/2020 at 3:00 PM
- b) During the course of Pre-Bid Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of National Health Mission shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- c) Any amendment or clarifications, arising out of pre-proposal conference, shall be uploaded on <https://eproc.cgstate.gov.in> No public or separate communication shall be sent to prospective bidders in this regard.

2.5 Clarifications to Tender Documents

- a) The NHM shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on the e-Procurement Portal <https://eproc.cgstate.gov.in>
- b) For any other information regarding the clarification of tender documents, please refer to Section 2.4 on Pre-Bid Meeting above.

2.6 Acknowledgement by Bidder

- a) It shall be deemed that by submitting the Proposal, the bidder has: -
 - Made a complete and careful examination of the RFP;
 - Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Department or relating to any of the matters stated in the RFP Document.
 - Acknowledged that it does not have a Conflict of Interest
- b) The Department shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Department.



2.7 Deadline for submission

- 1 For Submission of bid, bidder must complete the online bid submission stage as per online schedule of the tender.
- 2 The NHM may, at his discretion, extend the deadline for the submission of bids by amending the RFP document in which case all rights and obligations of the NHM and bidder previously subject to the deadline will thereafter be subject to the deadline as extended.
- 3 Offers not submitted online will not be entertained.
- 4 No bidder shall submit more than one proposal against this RFP. Any bidder submitting more than one proposal shall be disqualified automatically.

2.8 Opening of tender:

On the date and time specified in the RFP, following procedure will be adopted for opening of bid for which bidder is free to attend himself or depute an authorized officer as his representative.

Opening of Envelope No.1 (Technical bid)

Envelope No.1 (Technical bid) of the bidder will be opened in the presence of NHM or selection committee authorized by NHM in the presence of Bidder/their representatives through e-tendering procedure.

Opening of Envelope (No.2) (Financial bid)

This envelope shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical bid). Likely date and time of price bid opening will be forth working day after completion of technical scrutiny. In case of change in time and date, the changed time and date will be communicated via e-mail by the NHM separately to the eligible Bidders of Envelope No. 1

2.8.1 Minimum number of Bidders.

- 2.8.1.1 Technical and Financial bid can be opened even, if 2 (TWO) Companies participate in the tender.
- 2.8.1.2 If a single bidder is qualified, in technical bid, then also the financial bid will be opened, and the rate will be negotiated as per the market price or the prevailing price of PPSA running in other states. If negotiations cannot be done, then the tender may be cancelled.

2.9 Confidentiality

- 2.9.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to Bidder or any other persons not officially concerned with such process until the notification of Contract award is made.
- 2.9.2 Any effort by the Bidder to influence the NHM in the NHM's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 2.9.3 The NHM shall have every right to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The supplier shall not agitate the said issue in future

2.10 Fraud and Corrupt Practices

2.10.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the NHM may reject any bid without being liable in any manner whatsoever to the Agency if it determines that the Agency has, directly or indirectly or through an agent, engaged in

corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding Process.

2.10.2. Without prejudice to the rights of the NHM here in above, if an Agency is found by the NHM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding Process, such Agency shall not be eligible to participate in any tender issued by the NHM during a period of 2 (two) years from the date such Agency is found by the NHM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.10.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the NHM who is or has been associated in any manner, directly or indirectly, with the bidding Process.
- "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process;
- "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding Process;
- "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the NHM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest
- "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

2.11 Indemnity

The Agency agrees to indemnify and hold harmless the NHM and its officers and employees (each known as "NHM Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, death, injury, liabilities, torts, costs (including reasonable attorneys' fees and disbursements) and expenses (collectively known as "Losses") to which NHM Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result in execution of contract.

2.12 Force majeure

2.12.1 "Force Majeure" or "Force Majeure Event" means the occurrence of any event which (i) is beyond the reasonable control of the PPSA, and (ii) the PPSA could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the PPSA, such that it affects the performance by the PPSA of its obligations under this Contract. Such events may include, but are not limited to, wars or revolutions, fires, epidemics, act of God, natural calamities, quarantine restrictions, strikes/ boycotts, Expropriation or compulsory acquisition

in national interest of any rights of the PPSA and unlawful revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit etc. which is required by the PPSA to perform its obligations under this Contract.

2.12.2 Upon the occurrence of a Force Majeure Event, the PPSA shall forthwith notify the Authority within 10 days after it knew, or when it ought to have reasonably known, of its occurrence and shall provide the requisite information sought by the Authority from time to time regarding it. The PPSA shall not be liable for any delay or failure in performance of its obligations under the Contract which is the result of an event of Force Majeure. If a Force Majeure Event subsists for a period of 120 days or more within a continuous period of 365 days, the Authority may in its discretion terminate this Contract by issuing a termination notice to the PPSA without being liable in any manner whatsoever. No payment shall be due and payable by the PPSA to the Authority in case of termination of this Contract due to any Force Majeure Event; provided however that the Authority shall return the Performance Security to the PPSA within 30 days of such force majeure termination and shall pay any outstanding Test Fee due and payable for the Services rendered by it till date of termination due to Force Majeure Event after deducting any outstanding amount due and payable by the PPSA to the Authority under the provisions of this Contract.



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SECTION 3: MINIMUM ELIGIBILITY CRITERIA AND
SELECTION METHODOLOGY OF PPSA



3.1 Minimum Eligibility Criteria

To be considered as having fulfilled the technical capacity criteria and be "Technically qualified" for further consideration in terms herein, **first** a Bidder shall be required to fulfill the following "Minimum Eligibility Criteria" specified here under.

The bidder can't be an individual or group of individuals & Consortium is not allowed

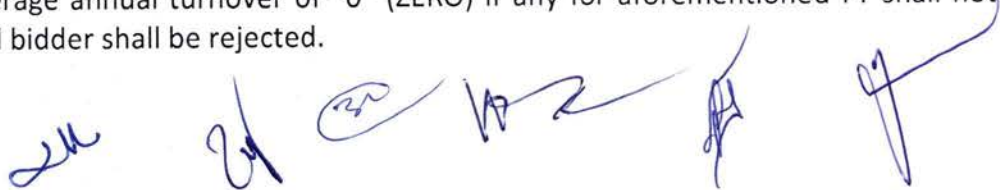
- a) A Bidder may be any legal or other entity including without limitation a company registered in India under the Indian Companies Laws or a society registered under Companies Act 1956/2013, Indian Societies Registration Act 1860, Indian Trust Act 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation.
- For Company - Self attested copy of certificate of registration under Companies Act 1956/2013.
 - For Society/Trust – Self attested copy of certificate of registration under Societies Registration Act 1860, Indian Trust Act 1882.
 - If the Bidder organization/institution is an NGO, NGO-DARPAN Unique ID should be provided.
- b) The bidder must have experience of implementing programs in **public health with Government/International & National funding agencies***(See definition below), in minimum **three years in the last six Financial Years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20)**.

****International & National funding agencies** are defined as; International- bilateral and multilateral agencies such as World bank, WHO, UNICEF, Gates foundation, USAID & similar reputed international organizations and Leading national level NGOs*

*****Assignment or program can be of varying duration and of varying budget***

Bidder shall provide following documentary evidence:

- Provide agreement copy/work order and/or Letter of Award for each client
 - Client certificate and/or statutory auditor's certificate as the case may be before demonstrating the Technical Capacity
 - The work orders and agreement copy should clearly indicate the services being provided by the agency and the term of the project.
- c) The bidder must not be Blacklisted / barred / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of Chhattisgarh State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online bidding document. The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/State/central department/PSU.
- d) **"Financial Capacity"**: The bidder must have **average annual turnover of Rs. 1.5 Crore (One Crore fifty lakhs rupees)** in at least **three consecutive financial years** out of FY 2016-17, FY 2017-18, FY 2018-19 & FY 2019-20, as evidenced by the audited accounts of the bidder. Average annual turnover of "0" (ZERO) if any for aforementioned FY shall not be entertained and bidder shall be rejected.



The Bidder shall provide documentary evidence by way of Statutory Auditor's /Chartered Accountant's certificate along with Financial statement for demonstrating the Financial Capacity as specified in this Clause. Such documentary evidence shall be duly signed by the authorized signatory of Bidder.

For the purposes of this RFP, "**Turnover**" means:

- 1) In case of a company or any other entity/body corporate other than society or trust: the aggregate value made from the sale, supply or distribution of goods or on account of services rendered, or both, by the entity during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.
- 2) In case of a society or trust: gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from fundraising activities, membership dues, and financial investments such as stock shares in companies

3.2 Envelope No. 1 (Technical Bid):

Technical offer must be submitted online at <https://eproc.cgstate.gov.in> as per the instructions on the portal. The Bidder must upload the following documents as per e-tendering process

The bidder shall upload the scanned copy of the following documents with the Technical Bid for evaluation:

FOLLOWING DOCUMENTS ARE MANDATORY & SHOULD BE ENCLOSED IN SEQUENCE & ORDER.

- 1 AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL as per **Annexure-1**.
- 2 The instruments such as power of attorney, resolution of board etc. authorizing an officer of the Bidder as per **Annexure 2**
- 3 Annual turnover statement for at least **3 consecutive FYs** out of 2016-17, 2017-18, 2018-19 & 2019-20 in the format given in **Annexure -9** certified by the Chartered Accountant.
- 4 Copies of Balance Sheet and Statement of Income and Expenditure account or profit and loss account statement. for at least **3 consecutive FYs** out of 2016-17, 2017-18, 2018-19 & 2019-20 certified by the Chartered Accountant.
- 5 Authorization letter nominating a responsible person for signing the proposal of the Bidder and to transact the business with the NHM.
- 6 Past experience having implemented public health programs for last three years in the format given in **Annexure-12** supported by copies of purchase orders and satisfactory certificates issued by the clients.
- 7 All documents mentioned in mandatory proforma- 1 annexure 11 (ignore if already mentioned in clause 3.2).
- 8 Copy of GST certificate (if Applicable) and PAN number
- 9 Memorandum of Association and Articles of Association or Incorporation certificate or Partnership Deed or Registration Certificate as applicable to the bidding entity.
- 10 If the Bidder organization/institution is an NGO, NGO-DARPAN Unique ID should be provided.
- 11 Scanned copy of EMD and Tender Fee with original hard copy submitted to the Authority at the procurement cell (Original physical hard copy of EMD, If EMD is submitted in bank guarantees per the format provided in **Annexure 5** or in form of Demand draft or in the form of Pledge Fixed Deposit),



- 12 Self- declaration of not being blacklisted/ debarred by any Central/Chhattisgarh Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid. (As per format in **Annexure 6**)
- 13 Technical Capacity of the Bidder (as per format provided in **Annexure 12**)
- 14 General information of Bidder (as per format provided in **Annexure 3**)
- 15 **Annexures-7** Affidavit for experienced manpower by the Bidder
- 16 PRE-CONTRACT INTEGRITY PACT as **per Annexure 13**, bidder will comply with conditions stipulated in the Bidding Documents.
- 17 Planning and Operationalization Concept note as detailed in table 2 and as per Performa in **Annexure 10**.

Table 2: Concept Note summary

Planning & Operationalization:	Concept note should include:
Plan of executing the project in the concerned cluster with concept note [This criteria would be evaluated based on the concept note submitted by the bidder & brief presentation in person to NHM, Chhattisgarh/competent authority] (It can be asked (uploaded) to submit online)	1. Approach & methodology 1.1 Provider Management & timeline of the project roll-out
	1.2 Technical Staffing pattern & Hiring plan
	1.3 Handling linkages
	1.4 Patient Management & public health actions
	2. Creativity & Innovation in implementing projects through digital infrastructure
	3. Program Management Plan (<i>Monitoring & Evaluation, Data management, analysis & reporting</i>)

(Work Plan: Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of scope of work and ability to translate them into a feasible working plan. Also please kindly include your approach in handling linkages of the TB patients seeking care in private sector)

THE BIDDER SHALL ALSO SUBMIT THE PHYSICAL HARD COPY OF THE FOLLOWING DOCUMENTS:

- i. Original physical hard copy of EMD (If EMD is submitted in bank guarantee as per the format provided in Annexure III or in form of Demand draft or in the form of Pledge Fixed Deposit),
- ii. Tender Fee and
- iii. Power of Attorney as per the format set forth in **Annexure 2**, duly supported with a charter document or board resolution (for Companies) in favor of executants authorizing the signatory of the Bid to commit the Bidder.

3.3 Envelope No. 2 (Financial bid):

The Financial Bids of only those Bidders who are considered responsive and termed as " technically qualified" would be opened and evaluated for the purpose of identifying the Selected Bidder for the

Project. The Financial Bid should be furnished online, clearly indicating the bid amount in both figures and words for each project, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

- 1 All Commercial offers must be submitted online at <https://eproc.cgstate.gov.in> as per the instructions on the portal.
- 2 Rates should be quoted in the Price Schedule **Annexure-8** only.

3.4 Bid Evaluation

- 3.4.1.1** To facilitate evaluation of bids, the NHM may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted. Such clarification(s) shall be provided within the time specified by the NHM for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.
- 3.4.1.2** If any bidder does not provide clarifications sought within the prescribed time, the NHM may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the NHM.
- 3.4.1.3** The NHM or selection committee authorized by NHM will undertake evaluation of the Technical Bid and Financial Bid as per procedure set out in this RFP. For avoidance of doubt, the Financial Bid shall only be submitted online on the e-Tender Portal. Any physical submission of the Financial Bid shall lead to the Bid of the Bidder being rejected. The Bidders shall upload scanned copy of the Financial Bid as per the format prescribed in **Annexure 8**.
- 3.4.1.4** As part of the evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the Bidding Documents. A Bid shall be considered responsive only if:
- a) it is received by the Authority on or before the specified time on the Bid Due Date;
 - b) it is accompanied by the Tender Fee or the receipt of payment of Tender Fee, as the case may be
 - c) it is accompanied by the EMD as specified in clause 4.3, section 4
 - d) it is accompanied by the Power of Attorney as per Performa in Annexure 2
 - e) it does not contain any condition or qualification;
 - f) it contains all the information and documents complete in all respects as requested in this RFP in clause 3.2
 - g) it is not non-responsive in terms hereof.
- 3.4.2** All the Bids submitted will be scrutinized to assess the responsiveness in terms of Clause 3.4.1.4, section 3 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 3.1 of section 3 shall be declared as the "Qualified Bidders". Technical bids of Qualified Bidders" Will be further evaluated as per the below mentioned criteria in Table 1



Table 1: Technical & Organizational capacity

S.No.		Particulars	Yes/No	Maximum Allowable credit points
1	Previous Experiences in working with projects in specific areas (Examples given are not inclusive of everything. It's for understanding & reference)	Private sector engagement (private hospital NABH accreditation, JEET etc.)		3
		Patient engagement/service delivery, (Project Akshaya etc.)		3
		Active case finding (ACF),		2
		Health system strengthening- Improve health Infrastructure, health policy & provide universal healthcare (Health Wellness Centre etc.)		2
		Supply chain management		2
		Community strengthening and support		2
		others		1
2	Disease Area Expertise related to the projects previously worked on	Tuberculosis		5
		HIV/Leprosy		3
		Others		2
3	Geographical Experience of working in undertaking assignments/public health programs in India	In Chhattisgarh		2
		Any Other state of India		1
		Both In Chhattisgarh and Outside		3
4	Experience of implementing programs with strong digital and national health databases/ infrastructure (E.g. HMIS, RCH, NIKSHAY) Examples given are not inclusive of everything but experience with private database shall not be entertained			3
5	Experience having employed at least 15 persons in last three years for each year			3

	Experience having employed at least 15 persons in last three years each with mandatory proof of EPF		2
6	Customer satisfaction Certificate. (Performance certificate can be considered as Customer Satisfaction Certificate)	One Marks each for completion of program/project in at least three financial years in last six Financial Years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20) where in minimum duration of program/project shall be one year	3
TOTAL			39

The minimum credit points needed for the technical evaluation would be 25 points. Any bidder with credit points less than 25 would not be eligible for further financial evaluation and consideration in the bidding process. Bidder receiving credit points of 25 or more will be termed as "**technically qualified**" and will be eligible for opening of financial bid. The NHM reserves the right to lower the minimum credit points in technical evaluation by 2 in case the number of eligible bidders is less than 3 after the technical evaluation.

3.4.3 Opening of Envelope No.1 (Technical bid)

Envelope No.1 (Technical bid) of the Bidder will be opened in the presence of tender opening authority and in the presence of Bidder/their representatives through e-tendering procedure.

- 3.4.3.1 After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, The NHM or selection committee authorized by NHM shall examine the contents of the tenders received online through e-tendering process along with all prescribed mandatory documents.
- 3.4.3.2 The NHM or selection committee authorized by NHM shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance on qualification criteria stipulated in RFP document.
- 3.4.3.3 The NHM or selection committee authorized by NHM shall also analyze that there is no collusive or fraudulent practice involved in the entire bidding process amongst all the bids received.
- 3.4.3.4 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation. However, the Bidder can check their tender evaluation status on the website.
- 3.4.3.5 Bids which are in full conformity with above mentioned requirements and conditions shall be declared as "**technically qualified** for opening Envelop no. 2 in the website and Envelope No. 2 (Financial Bid) of such bid shall be opened later, on a given date and time.

3.4.4 Opening of Envelope (No.2) Evaluation of Financial Bid

This envelope shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical bid). Likely date and time of price bid opening will be forth working day after completion of technical scrutiny. In case of change in time and date, the changed time and date will be communicated via e-mail by the NHM separately to the eligible Bidders of Envelope No. 1.

- a) Financial bid of only **"technically qualified"** bidders will be considered who score minimum 25 credit points out of 39 as given in the table 1 "Technical & organizational capacity"
- b) The Financial Bids of responsive & technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- c) For financial evaluation, the fee per patient indicated in the Financial Bid shall be considered. Any conditional bid, deviating from the bid conditions, will be rejected.
- d) The price quoted shall be firm and shall be mentioned online as per Annexure 8 format

The "selected bidder" shall be one that has qualified on technical grounds and declared "technically qualified and provided the lowest financial bid (L1)

- 3 In case, the Agency/Selected Bidder denies/fails to honor the contract agreement /Letter of Intent (LoI), the NHM shall be at the freedom to negotiate with the bidder, with the next lowest financial bid (L1, L2....in this order), selected bidders with their consent to enter into an agreement with the NHM , for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP).
- 4 While opening of the financial bid, if the fee per patient quoted by bidder as per Annexure 8 turned out to be same, then bidder with highest technical credit points as calculated per "clause 3.4.2, Table 1: Technical & Organizational capacity" will be selected.
- 5 The NHM reserves the right to accept in part or in full, any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
- 6 The NHM will notify the Selected Bidder(s) in writing by issuing a **Letter of Intent (LoI)**, that its tender has been accepted for the cluster, briefly indicating there in the essential details like description of services and corresponding prices accepted, subject to the contract agreement to be signed between the parties "floated from this NIT" having the terms and conditions etc., therein. The bidder shall give his acceptance within 7 days of issue of the Letter of Intent (LoI)
- 7 The Selected Bidder must furnish to the NHM the required Performance Security (PS) as applicable, before executing the contract/signing of the contract agreement positively failing which the EMD will be forfeited and the award will be cancelled, and bidder may also be blacklisted. Relevant details about the performance security have been provided under Section 4
- 8 The contract agreement will be signed between NHM, Government of Chhattisgarh, and the Selected Bidder as per the **Performa in Annexure 11** and will be required to be signed within 21 days of the issue of the Letter of Intent (LoI). The stamp duty and registration charges, if any levied by the Central or State governments or any other statutory body, payable on the Agreement will be borne by the Agency

Section 4: Financial Norms

2.10 Letter of Intent (LoI)

After selection, a Letter of Intent (LoI) shall be issued, by the NHM to the Selected Bidder and the Selected Bidder shall, within 5 (Five) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LoI and the next best bidder may be considered.

2.11 Performance Security (PS)

- 1 The Selected Bidder has to deposit performance security of 5% of the contract value for the first year Within 21 days after the Letter of Award in the form of Bank Guarantee/Fixed Deposit Receipt/Term Deposit Receipt issued by a scheduled nationalized Bank in favor of NHM valid up to 180 days (contract signing date + 180 days) beyond completion of all contractual obligations, to the NHM for the cluster. The Bank guarantee shall be as per proforma at "**Annexure 4**". The performance security for the subsequent year will be revised based on the prevailing fee per patient (considering escalation over the first-year fee per patient) and Estimated target for that year.

Contract Value= Quoted fee per patient x Estimated Target for the applied cluster as per clause 5.1, section 5 (Table with notification target)

PPSA shall annually renew the performance security amount or furnish fresh security amount to match the performance security value for the year in consideration.

- 2 The PS will be valid till the end of the year in consideration (Maximum of 3 years). The performance security must be submitted before executing the contract/signing of the contract positively. The Selected bidder is responsible to ensure that a substitute performance security is submitted if the current one is due to expire. This updated PS should be deposited no less than 30 days prior to the lapse of the original one. The provision of the clause shall apply mutatis mutandis to such substitute performance security. (Any changes in the contract will also have updated details on the performance security)
- 3 If the Agency violates any of the terms and conditions of contract in any manner, the Performance Security shall be liable for forfeiture, and the contract may also be cancelled/terminated. Further, the Agency may be blacklisted for a period of 5 years or as decided by NHM.
- 4 If the Agency fails to provide the substitute the performance security by the date required above, the Department shall be entitled to call in the entire amount of existing performance security and the retain appropriate it. The failure of the Agency to provide the performance security shall constitute Agency's default and the Agency shall entitle the Department to terminate this agreement.
- 5 The Performance Security Will be released by the NHM and returned to the Agency not later than 60 days following the date of completion of the agency's contractual obligations, including the warranty obligation, under the contract.
- 6 The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper



4.3 Earnest Money Deposit (EMD)

Bidder shall submit Earnest Money Deposit (EMD) of amount 5 lakh by DD or e-transfer (RTGS/NEFT) or against bank guarantee. In case of DD or RTGS, EMD should be payable to "STATE HEALTH SOCIETY-NRHM- RNTCP", Account Number- 936410110001101, Bank of India with IFSC Code: BKID-000-9364. Earnest Money Deposit will not earn any interest. The Bank guarantee shall be as per proforma at "Annexure 5".

- a) **Refund of Earnest Money Deposit.** The EMD should be refunded in the following circumstances:
- The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, after conclusion of the contract with Selected Bidder.
 - The EMD submitted by the Selected Bidder should be returned without any interest after the Selected Bidder deposits the performance security according to conditions stipulated in the bid document.
- b) **Forfeiture of Earnest Money Deposit.** The EMD shall be forfeited in the following circumstances:
- If the bidder withdraws its bid;
 - If any document /information provided by the bidder in support of its eligibility is proved to be false or forged, then EMD may be forfeited and agency will be blacklisted for not less than 5 years or as decided by NHM.
 - The EMD of the Selected Bidder shall be forfeited if the bidder fails to sign agreement and furnish security deposit within stipulated time after the award of contract.

Note: Without EMD or Tender fee bidder will not be considered for further process and in result Bid will be Rejected.

4.4 Advances:

The Department will make provisions to give the Selected Bidder a start-up /advance amount valued against bank guarantee of the same amount that may be subject to negotiations during the final negotiation and signing of contract agreement with selected bidder. Advance amount will be 10 % maximum of total contract value. advance amount will be settled in 3 equal installments from quarterly invoices. starting from 1st quarter onwards of FY-2021-22

4.5 Agreement Period:

- The tenure of the contract is initially for 3 years from the date of signing of contract agreement with the Selected Bidder. The agreement will be executed between Mission Director, NHM and the selected bidder subject to annual performance review and mutual agreement. Any award or renewal of the Contract pursuant to this RFP shall be subject to the terms of this Bidding Documents.
- The contract may be extended for a further period of 2 year based on the requirements, availability of resources and funds under National Health Mission (NHM) or any source and satisfactory performance of work done by the selected bidder and any other conditions mutually agreed by the selected bidder and NHM. Any extension shall not be the right of the selected bidder
- The TB patient estimate for the subsequent years may be revised and accordingly the PPSA will be communicated at the beginning of the subsequent year(s).
- Modification/withdrawal of the proposal:** Modification/substitution / withdrawal by the bidder in the proposal is permitted before the bid submission date and time.

- e) **Investment and Ownership:** If any movable and immovable assets created or provided by the Department in the project will be the property of NHM, Government of Chhattisgarh. The assets will have to be handed over to the Government at the end of the contract period in well maintained/ working condition/ satisfactory "Operational status".
- f) **Income Tax Deduction at Source:** Income tax deduction at source and other taxes shall be made at the prescribed rates from the Agency's bills under the prevailing rate(s).

4.6 Labor changes revision:

No changes in financial bids arising out of changes in labor legislation will be entertained by NHM or tender inviting authority once contract is awarded. NHM would not be responsible for any claims/cost or dues arising out of changes in labor law or arises after termination of the contract once contract has been awarded

- The Agency will ensure timely salary payment and opening of ESI and EPF account for each of the employees and timely deposit of applicable ESI and EPF (Employer's contribution and employees contribution) and failure to that if any, shall be at the risk and responsibility of the Agency.
- The NHM will not entertain any dispute between the HR appointed by the Agency and the concerned Agency on any issue related to functioning of the project. In case of any such dispute affecting the performance of the services done by the Agency, strict action as per penalty provisions mentioned in the tender or a consequential action under the terms of the agreement, whatever it may be, will be taken against the Agency.
- The Agency will have to observe ethical behavior and standards with the HR appointed by the Agency in the project. The NHM will have a right to hold an enquiry, and act to take appropriate action with respect to this aspect.

4.7 Insurance:

1. The Agency shall be responsible for insuring all the IT machines and equipment's, manpower, etc. for accident, theft, damage, burglary etc.
2. The NHM shall not be responsible for damages of any kind or for any mishap/injury/accident/death/tort caused to any personnel/property of the bidder while performing duty as mentioned under the project. All liabilities, legal or monetary, arising in that eventuality shall be borne by bidder/ agency.

4.8 Important key Points & Miscellaneous:

- a) The incomplete proposals in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- b) Strict adherence to formats, wherever specified, is required.
- c) All communication and information should be provided in writing and in English language.
- d) All communication and information provided should be legible. The financial proposals given in figures should be mentioned in words also.
- e) No change in/or supplementary information shall be accepted once the proposal is submitted. However, the Department of Health reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the proposal. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Department of Health may be a ground for rejecting the proposals.

- f) The Proposals shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP, Department of Health reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- g) The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with NHM. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm.
- h) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. NHM reserve the right to vet and verify any or all information submitted by the Bidder as well as right to reject.
- i) If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by NHM, is found to be factually incorrect or is an intended material misrepresentation of facts, then the Proposal will be liable for rejection and the EMD shall be forfeited. Mere clerical errors or bona fide mistakes may be treated as an exception at the sole discretion of Department of Health if adequately satisfied.
- j) The Technical Proposal shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Proposal the Bid shall be declared non-responsive and shall be summarily rejected.

k) Use of contract documents and information

- 1 The Agency shall not, without the NHM's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the NHM in connection therewith, to any person other than the person(s) employed by the Agency in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2 Further, the Agency shall not, without the NHM 's prior written consent, make use of any document or information mentioned in sub-clause 1 above except for the sole purpose of performing this contract.
- 3 Except the contract issued to the Agency, each and every other document mentioned in sub-clause 1 above shall remain the property of the NHM and, if advised by the NHM all copies of all such documents shall be returned to the NHM on completion of the Agency's performance and obligations under this contract.

l) Intellectual Property Rights:

The Agency shall, at all times, indemnify and keep indemnified the NHM and NHM , free of cost, against all claims which may arise in respect of goods & services to be provided by the Agency under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the NHM or NHM shall notify the Agency of the same and the Agency shall, at his own expenses take care of the same for settlement without any liability to the NHM or the NHM .

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Section 5 – SCOPE OF WORK

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5.1 General work:

- 5.1.1 The Agency shall be required to start the project within the specified timeline mentioned in the RFP in all the 6 districts in the project or the location allotted. The Agency shall be required to established project offices in the allotted districts, for the complete duration of the project.
- 5.1.2 With an aim of increasing notification of TB patients, seeking care in the private health sector and for ensuring successful treatment outcomes, the Agency shall be working as an interface agency between the State NTEP department (*NHM and District Tuberculosis Centre(DTC)*) and the private healthcare ecosystem in each of the district(s). It shall be taking care of all the patients in the private sector with notification, public health action, NPY/MKPY, linkages of service and treatment support, and shall be providing services like adherence management, free diagnostics and drugs and support services like counseling until the end of the treatment.
- 5.1.3 Under no circumstances, shall any payment be charged from the TB patients by the Agency.
- 5.1.4 **Target Notification in PPSA Districts: 2020**

Note: Agency will work on pro-rata basis and will be paid as per bill submission till last quarter of FY 2020-2021 against monthly target. Target are subject to revision, will be applicable from first month of FY 2021-22

Districts	Population in lakhs	Target Notification (Private) in 2020
Bilaspur	2430741	3100
Dhamtari	881491	950
Durg	1963532	3100
Korba	1378104	850
Raigarh	1694333	1000
Raipur	2698996	6500

5.2 Empanelment of private healthcare providers, chemists/pharmacies and laboratories.

- 5.2.1 The Agency shall be conducting a landscape analysis of private health care providers in each of the district(s) of the concerned cluster. The Agency will undertake analysis on who, where and how private providers are involved in TB care cascade. This include all types of providers – private clinics, hospitals, AYUSH, pharmacies, and laboratories. The Agency will review existing data, gathering insights by interviewing professional associations, pharmacies, laboratories, patient support group, if any, NGOs working in the area. Based on information gathered, reviews and interviews, identified key or priority providers shall be targeted for engagement under NTEP.
- 5.2.2 The Agency shall be taking a comprehensive approach of group influence and repetitive one-to-one personal communication with private healthcare providers for engaging them for notification and referral initially, and for linkages of services, and patient support later under NTEP. Since, health care establishment engagement is a continuous process, the Agency shall sustain the relationship and build rapport, to encourage, pursue and ensure

standards for TB care are followed in their clinical practice, and to provide regular feedback to private healthcare providers on notification and standards for care parameters.

- 5.2.3 The Agency shall be providing information materials like latest guidelines, Standard Operating Procedures (SOPs), information on process of notification and linkages, patient benefits to all the private sector providers and also training, sensitizing and assisting private providers on procedure for notification and linkages.
- 5.2.4 Public Health Action activities such as HIV testing, drug susceptibility testing and Drug Resistant (DR)-TB treatment, contact investigation, chemoprophylaxis, adherence support, NIKSHAY Poshan Yojana/Mukhyamantri khsay poshan yojana and treatment outcome reporting, the Agency shall sensitize all empaneled private health establishment (providers, chemist and labs), and not only update them about latest standards and guidelines but also advocate to prescribe and support these public health actions by giving complete and correct information to TB patients.
- 5.2.5 The Agency shall register private sector providers on NIKSHAY and facilitate generation of NIKSHAY ID (if not already registered on NIKSHAY) for each private provider/healthcare facility. The ID and password shall be used by the provider to notify the TB cases, as well as updation of the patient follow-up, FDC prescriptions etc.
- 5.2.6 The Agency shall encourage, advocate and facilitate notification of TB patients in NIKSHAY directly by the providers. The Agency shall be training and handholding private health establishment on notification of TB patients on NIKSHAY in prescribed format with complete information. The Agency may train the health establishment to notify through NIKSHAY Sampark (Call Centre) on the Toll Free No. 1800 11 6666. Where ever required, notification will be supported by the Agency itself in NIKSHAY. Modality of notifications shall be the responsibility of the Agency to ensure that the patient gets notified on NIKSHAY.
- 5.2.7 The Agency shall collect the bank account details from private providers and share with the District TB Centre to facilitate incentives for private provider through DBT.
- 5.2.8 The Agency has to inform private health establishment (providers, chemists, and laboratories) about incentives, their rights and responsibilities.

5.3 Counselling and adherence support for TB patients

- 5.3.1 Ensure the verification of the diagnosed patient's residential address, do adherence counseling and screen family contacts for TB by home visits. Have the address correctly entered in NIKSHAY within 7 days of notification. Adherence counselling through phone calls to be undertaken. Also, adherence management with the help of any ICT enabled adherence tool like 99DOTS to be undertaken. Timely intervention by Agency and later with the help of PPMC's and DTO's for prevention of loss to follow-up.
- 5.3.2 Treatment outcome has to be reported for every patient.
- 5.3.3 Regular collection and collation of the data in the desired format as shared by State Tuberculosis Office for Notification, Address, Adherence Counselling and Contact Tracing should be maintained on NIKSHAY.
- 5.3.4 All information related to the patient notified needs to be entered in NIKSHAY.
- 5.3.5 Counselling of TB patients on treatment literacy at their home or workplace as per patients' convenience during the course of treatment to prevent any interruption in treatment
- 5.3.6 Support patients in situation when there is change in routine for patients – travel, family obligations, and professional obligations etc. to continue treatment.
- 5.3.7 Ensure bi-monthly (15 days apart) assessment of adherence for patients on treatment by pill counting and refill monitoring
- 5.3.8 Identify adverse drug reaction and ensure, it gets managed effectively and reported in Nikshay
- 5.3.9 Coordinate with NTEP / Provider and patient to ensure availability of drugs with patient

- 5.3.10 Track patient back on treatment, if in case patient interrupts treatment
- 5.3.11 Update patient record physically (treatment card) and on NIKSHAY on adherence
- 5.3.12 Update treatment outcome of TB patients
- 5.3.13 Use of digital technology for treatment adherence support
- 5.3.14 If the patient moves out to other district or to different block of same district, the Agency shall ensure follow-up of such patients and complete necessary public health actions.

5.4 Linkages for Nikshay Poshan Yojana (NPY)/Mukhyamantri Kshay Poshan Yojana (MKPY)

- 5.4.1 The Agency should ensure information to all TB patients and awareness on Nikshay Poshan Yojana/Mukhyamantri Kshay Poshan Yojana and patients' rights and responsibilities
- 5.4.2 The Agency should inform to private healthcare providers on NPY/MKPY and advocate to counsel and give information to patients to get their cooperation in giving bank account number and Aadhar details, along with mobile no's (including alternate no's).
- 5.4.3 The Agency to get bank account details of all TB patients in area of private healthcare facilities – complete, and correct verifying with physical records. If the patient does not have bank account, the Agency will facilitate bank account opening.
- 5.4.4 The Agency shall update patient bank account details on NIKSHAY. Agency should also maintain, physical/ digital records of bank related information such as copies of pass book and AADHAR. The same shall be required to be shared with NTEP/DTC.
- 5.4.5 The Agency will follow up with NTEP to ensure subsequent payment. For such payment, information of patients on treatment will be updated to State NTEP Department/DTC.

5.5 Contact Investigation and Chemoprophylaxis

- 5.5.1 Screening of contacts (family members / person who co-habit the same house as the patient) of index TB case in the household with symptoms and/or X-Ray and identify presumptive TB patients, within 7 days of notification of index TB case.
- 5.5.2 Complete evaluation of presumptive TB with microscopy, X-Ray and molecular tests as per the diagnostic algorithm of NTEP. Ensure appropriate sample is collected from children and for extra pulmonary presumptive TB cases examined.
- 5.5.3 For microscopy and molecular testing, sample to be collected and sample transport arrangement should be made to deliver samples at notified public sector laboratory. For X-ray, free services should be ensured through public sector facility or facilitate to engage private health facilities for getting free X-Ray
- 5.5.4 Facilitate to initiate treatment of person diagnosed with TB among contacts.
- 5.5.5 Identify eligible contacts for preventive treatment. Eligible contacts, who do not have TB, should be initiated on Preventive Treatment (Preventive regimen will be as per the prevailing guidelines of NTEP)
- 5.5.6 Coordinate with private health care provider and NTEP for initiation of preventive treatment and regular dispensation of drug.
- 5.5.7 Counsel the parents and family on the importance of treatment completion
- 5.5.8 Support person on preventive treatment for completion of treatment throughout the course.
- 5.5.9 Identify any adverse drug reaction and address it immediately with effective linkages with appropriate private or public health provider.
- 5.5.10 Ensure regular drug dispensing for preventive treatment from the health facility.
- 5.5.11 Regular follow up of contact and track contact back on treatment, if in case contacts interrupt preventive treatment.
- 5.5.12 Update contacts record physically (treatment card) and on NIKSHAY.

5.5.13 Update preventive treatment completion of TB contacts.

5.5.14 Forecast and demand drugs for Chemoprophylaxis

5.6 Drugs supply chain management

- 5.6.1 The NHM shall be providing free anti-TB drugs for patients in private sector. For this, it can supply drugs to private health provider or private pharmacy/chemist.
- 5.6.2 The Agency shall be responsible for pick up the drugs from State or district drug store/District Tuberculosis Centre (DTC) and deliver upto the consumption unit(s) i.e., Private Healthcare providers and chemists/ pharmacies. In order to increase use of NTEP supplied Fixed Dose Combination (FDC) in private sector for providing free of cost to TB patients, the Agency shall also be responsible for demand generation and engagement of providers.
- 5.6.3 The Agency has to ensure patient gets free anti-TB drugs as prescribed from his/her provider closest to his choice of place. The Agency, shall be required to map and manage relationship with chemists, and register the chemists on Nikshay portal and generate Nikshay ID. The Agency shall be responsible for inventory management for opening balance, stock, consumed and closing balance should be maintained to ensure regular drug supply. The Agency shall ensure that there is no expiry of FDC's at the chemists.
- 5.6.4 The Agency shall be required to liaise with the empaneled chemists to facilitate dispensing of appropriate Fixed Dose Combinations (FDC's) to the TB patients which are referred by the empanelled private healthcare providers.
- 5.6.5 Place of dispensation of anti-TB drugs to be decided in consultation with private providers depending upon choice of provider and patient convenience. If private health establishments/providers are ready to stock the drugs and dispense, the drugs to be supplied to them. Inventory management for opening balance, stock, consumed and closing balance should be maintained to ensure regular drug supply. If nearby chemist/pharmacy is the place of dispensation, the pharmacy should be pursued to stock, dispense and indent the drugs. Drug should be supplied as the case above to pharmacy/chemist.
- 5.6.6 The Agency shall be coordinating with NTEP for forecasting and regular supply of FREE Anti-TB drugs to private health establishments and chemists/pharmacy.
- 5.6.7 The Agency shall provide standard formats of inventory management and patient's details to the chemist/pharmacies and private healthcare providers shall be responsible for coordinating update of prescription details in NIKSHAY and NIKSHAY Aushadhi.
- 5.6.8 The Agency should also find out more pharmacies to engage in this process to have ease of drug access for TB patients.
- 5.6.9 The Agency shall be required to enter logistics data in the NIKSHAY Aushadhi or any other software as communicated by NHM and/ or NHM.
- 5.6.10 In case the patients, at his own will intends to purchase drugs from open market, the Agency shall allow him/her to purchase and not force, to consume only the Drugs/FDCs provided by the Health department/DHS/DTC. In such a case, the Agency shall be required to notify the drugs/FDCs purchased from the open market by the patient on NIKSHAY.

5.7 Specimen Management (Sample collection and transportation) – Microscopy and Molecular Diagnostic

- 5.7.1 The Agency shall be responsible for sample specimen collection from presumptive TB, presumptive Drug Resistant (DR)-TB or follow-up patients referred from the OPD of the private healthcare providers, and deliver to the NTEP laboratories. And shall be responsible for coordinating the delivery of soft copy and hard copy of the test report to the doctors at the private healthcare providers, and finally, for entering the report in NIKSHAY.

- 5.7.2 The Agency shall liaison with Cartridge Based Nucleic Acid Amplification Test (CB-NAAT)/Microscopy Testing/truants notified public sector labs in the concerned district(s) only, the details of which will be provided by NTEP
- 5.7.3 The Agency shall be responsible for collection of samples, packaging of samples with bio-safety precautions as per NTEP guidelines, ensuring labeling and completion of lab request form, and also, for maintaining biological specimen examination request form, and laboratory register, log books of samples transported.
- 5.7.4 For pulmonary (excluding sputum) and extra pulmonary sample collection, the Agency shall be responsible for coordinating the sample collection and transport, follow-up with corresponding NTEP laboratories for timely result, the delivery of soft copy and hard copy of the test report to the doctors at the private healthcare providers, and finally, for entering the report in NIKSHAY.

5.8 UDST

The Agency shall be required to ensure drug susceptibility testing (DST) for all TB patients(at least all pulmonary TB patients) and linkage of TB patients diagnosed with Rifampicin Resistance to Drug Resistant (DR) – TB Centre, notified in the district. Also, shall advocate private healthcare facilities for prescribing DST for all TB patients, share protocol for DST, provide sample containers and transportation of sample to the NTEP laboratory in the district, and shall be responsible for coordinating the delivery of soft copy and hard copy of the test report to the doctors at the private healthcare providers, and finally, for entering the report in NIKSHAY.

5.9 X-ray services:

The Agency needs to facilitate provision of free X-ray services provided at Government healthcare facilities for the patients seeking care in private as per the decision of state government and subject to availability of funds

5.10 IV Testing/DM screening:

- 5.10.1 The Agency shall ensure all TB patients diagnosed in the private sector are screened for the HIV status For this, the Agency shall be required to advocate with private healthcare providers on need of HIV Testing, share update or information on the matter, and establish referral linkages for HIV Testing at Notified Facility Integrated Counselling and Testing Centres (F-ICTC) or ICTC or NACO empaneled HIV Testing Centres.
- 5.10.2 For patients with the test result is as reactive on screening, the Agency shall be responsible to establish effective linkages between patients and the nearest ICTC for confirmatory testing. If found HIV positive the patient shall be linked to the nearest ART Centre for TB HIV management.
- 5.10.3 Blood sugar testing for Diabetes Mellitus: The Agency shall undertake appropriate linkages for free blood sugar testing and appropriate management at the nearest Government Healthcare facility and enter the blood sugar test results on NIKSHAY.

5.11 Data management and reporting

- 5.11.1 The implementation of the activities by the Agency will be at the district level i.e., the ward. The monthly report is to be submitted to the DTO and STO.
- 5.11.2 The Agency shall maintain adequate documentation of work. On completion of the every year in the said report, the Agency has to furnish to the NHM, copy of the annual report covering the details of the project activities and studies undertaken if any. The NHM shall have a right to call upon the Agency to furnish such additional supplementary reports, or

other documents, papers or writings as in the opinion of the NHM are necessary or proper in connection with the completion of the project. RNTCP/DTC/DHS are necessary or proper in connection with the completion of the project.

- 5.11.3 At the end of the contract period, the Agency shall be required to share all the data and materials, reports available with them to the concerned officials/DTO/NHM-Chhattisgarh
- 5.11.4 The Agency shall not share any data, material, or information or report to any person or agency other than authorized by the NHM /DTC/NHM.
- 5.11.5 The NHM or authority appointed by NHM at their own cost, may conduct third party assessment of services rendered under the project and conduct of the Agency during the project period. The Agency shall be informed about such assessment. The NHM may take action on the basis of the findings of the third-party assessment. The third-party assessment may be done on half-yearly basis or as and when felt necessary by The NHM or authority appointed by NHM The Agency shall maintain confidentiality of patients' information as per existing law of land.
- 5.11.6 The selected agency shall maintain confidentiality of patient's information as per existing law of land.

5.12 Human Resources

- 5.12.1 The Agency shall appoint adequate and Technically qualified staff to implement the activities, listed above. They will be employees of the Agency. The Agency will follow all the laws applicable for employee compensation. Employees' liability, financial or otherwise, will be the responsibility of the Agency and not NHM.
- 5.12.2 The selected agency will ensure timely salary payment and opening of ESI and EPF account for Each of the employees and timely deposit of applicable ESI and EPF (*Employer's contribution and Employees' contribution*) and failure to that if any, shall be at the risk and responsibility of the Selected agency.
- 5.12.3 The Agency shall be providing digital tools to its staff to record information and monitor patients, and for real time entry and updating of TB patients in NIKSHAY. The Agency shall be required to provide communication and internet support to the HR deployed in the project.
- 5.12.4 The HR appointed by the Agency shall not be the staff/ or employee of the NHM in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be. There shall be no employer employee relationship between the NHM and the personnel to be deployed by the Agency in the contract service.
- 5.12.5 The selected agency will have to observe ethical behavior and standards with the manpower Appointed by the agency in the project.
- 5.12.6 The Agency shall be responsible to comply with all applicable labour legislation (Compensation, Minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the Agency in respect of execution and implementation of the project It will be the sole responsibility of the Agency to abide by the provisions of the rules/acts related to the HR appointed or hired for performance of this contract.

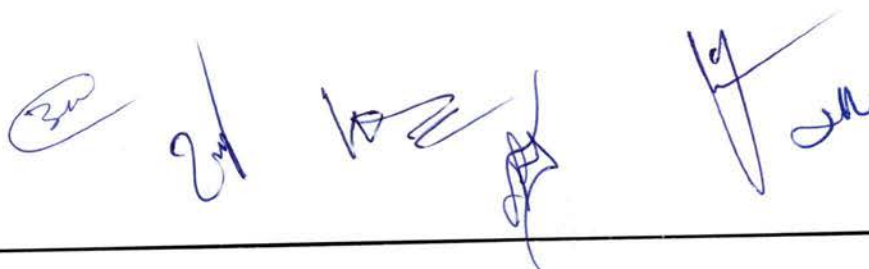
5.13 Information, Education and Counseling (IEC) Kit:

In coordination with state and the district, the Agency will design, print and disseminate IEC materials for various stakeholders. All IEC materials would need approval from the State TB Cell Office and NHM prior to implementation and dissemination.



5.14 The NHM shall be responsible for

- 5.14.1 Providing NTEP drugs, logistics and laboratory consumables (like Falcon tubes, packing materials, forms and registers etc.) for use as per NTEP guidelines to the Agency for channelizing it through its network of empanelled private healthcare providers, chemists and labs in the districts in the concerned cluster.
- 5.14.2 Providing relevant copy of technical guidelines, updates, manuals & circulars, formats etc.
- 5.14.3 Monthly coordination meeting by the DTC of the districts in the concerned cluster and review of the performance and activities being undertaken by the Agency.
- 5.14.4 The NHM shall be responsible for orientation on the roles and responsibilities, program modalities to the Agency in the concerned cluster, as per the guidelines of NTEP (amended time to time).
- 5.14.5 Processing and timely release of payments to the Agency, as per the performance indicators and indicated target after deduction of applicable penalties.
- 5.14.6 Monitoring the activities of the Agency through-out the complete cycle, till the contract agreement remains in force.
- 5.14.7 Ensuring availability of CB-NAAT/Truenet testing at NTEP labs.
- 5.14.8 Ensure timely payments to notified patients for NIKSHAY Poshan Yojana/Mukhyamantri Kshay Poshan Yojana and incentives to providers and treatment supporters (DOTS providers).
- 5.14.9 Authorization letter for the Agency stating clearly that it has been selected as the PPSA by the Authorities.



SECTION 6: PAYMENT MECHANISM

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Section 6: Payment Mechanism

- a) The payment to the Agency will be released by National Health Mission on a quarterly basis against bills submitted for the services offered in formats as provided by the NHM approved and forwarded by the allotted districts NTEP/DTO officials.
 - b) Ninety percent (90%) of the payment will be paid on submission of bill. Any penalty due to the agency will be deducted from the payable 90% amount in the next quarter
 - c) Payment of the balance 10 % of the amount shall be made on the basis of verification by the state Government/ NHM in this regard within 45 days from the date of bill submission. If any deficiency found the same will be deducted from the 10% amount due for payment.
- 6.1 The Agency is expected to start its **operations by the first quarter** of the signing the contract agreement. Agency will work on pro-rata basis and will be paid per bill submission till last quarter of FY 2020-2021 against monthly target. Target are subject to revision, will be applicable from first month of FY 2021-22 and penalty mentioned in clause will be applicable from the FY 2021-22 onwards
- 6.2 The Agency will raise its invoices (*as prescribed under GST Act 2017, if applicable*) on completion of services in the previous quarter, during the third week of the current quarter, and the invoices must be submitted to the NHM or the authorities decided by NHM, till 21st day of the first month of the current quarter, along-with supporting documents. The invoices and supporting documents should be verified by the NHM or the authorities decided by NHM and the verified invoice and supporting documents should be submitted to the NHM – Chhattisgarh or the authorities decided by NHM – Chhattisgarh. The payment will be subject to TDS as per Income Tax Rules /GST Act (if applicable) and other statutory deductions as per applicable laws. **Agency should ensure that the invoice raised and supporting documents produced should match with the data entered in NIKSHAY.**
- 6.3 NHM should verify the invoice and the supporting documents within 15 days of the submission of the invoice and supporting documents by the agency. In case of discrepancy, the agency would re-submit the corrected invoice/supporting documents within 7 days of the date of the intimation of the discrepancy.
- 5 The Agency shall be paid by the NHM or the authorities decided by NHM on quarterly basis as per the payment plan mentioned below. All payment would be based on bills submitted and pro rata basis

Payment percentage allocation (% of the quoted value)	Milestone Indicators
20%	Number of TB patients notified
15%	Number of TB patients with validated bank account detail in NIKSHAY out of total notified
10%	Number of notified patients whose contacts were screened and recorded in Nikshay
20%	DST done out of the notified TB patients with microbiological confirmation (with a minimum of 60% of notified patients)
35%	Successful Outcome reporting out of the notified TB patients

6.4 Key Performance Indicators (KPI) and minimum performance benchmark expected at the end of 1st year of operations are as below

- Notification of TB cases (**Annual target equally divided in 4 quarter**), - 70% of the notifications targets as listed in clause 5.1.4, section 5 by the end of the FY 2021-2022 and subsequently 80% after 2nd year and 90% after third year of operation.
- Completion and updation of screened contacts and recorded in Nikshay
- Completion and updation of validated bank accounts in Nikshay
- Completion and updation of DST status with microbiological confirmation in Nikshay (with a minimum of 60% microbiological notification)
- Completion of Treatment outcomes (after 6- 9 months of treatment): 70 % successful outcome of the notified TB patients which includes Treatment complete and cured as per NTEP definition

Note: Agency will work on pro-rata basis and will be paid as per bill submission till last quarter of FY 2020-2021 against monthly target. Target are subject to revision, will be applicable from first month of FY 2021-22

As an example. To explain the above, If Agency A wins the bid and has proposed the following:

If the total management costs {X} = Price of Successfully completed treatment bided by an agency A for end to end management, then the Agency A will be reimbursed as follows **for every patient**. The payment will be disbursed on a quarterly basis.

5.4.1.1 Completion of notification of patient – Rs = 20% of 'X' per notified cases in the particular quarter.

5.4.1.2 Completion and updation of Validated Bank Account Details in Nikshay – Rs = 15% of 'X' per Completion and updation of Validated Bank Account Details in Nikshay in the particular quarter

5.4.1.3 Completion and updating notified patients whose contacts were screened and recorded in Nikshay Rs = 10% of 'X' per Completion and updating notified patients whose contacts were screened and recorded in Nikshay

5.4.1.4 Completion/ Updating of DST status in Nikshay – Rs = 20% of 'X' per Completion/ Updating of DST status

5.4.1.5 Completion of Treatment and updating of status in Nikshay – Rs = 35% of 'X' for Completion of Treatment and updating of status in Nikshay of patients

Tasks 2,3,4 and expected to be completed within 1 month of notifying the cases and task 5 after 9 months of notifying cases.

If agency fails to achieve **minimum performance benchmark set forth on clause 6.5 section 6**, the penalties may be imposed for **each occurrence** as per the identified Key Performance Indicators (KPIs). *Any penalty due to the agency will be deducted from the payable 90% amount in the next quarter*

Parameters	Applicable Penalty
Number of TB patients notified	2% of bill value
DST done out of the notified TB patients with microbiological confirmation (with a minimum of 60% of notified patients)	5% of bill value

NHM reserves the right to increase/decrease the performance indicators for any or all milestone indicators at any time during the course of the contract.

6.6 Performance Review

- 6.6.1 NHM/ State TB Cell will undertake periodic verification of the performance indicators and targets through site visits and voice calls as and when required with interaction/interview of patients
- 6.6.2 The Agency performance would be evaluated based upon which applicable penalties shall be deducted.
- 6.6.3 Estimation of the number of patients/cases for which the applicable penalty needs to be imposed would be calculated by extrapolating (proportionating) the number of false cases identified in the sample verification to the total patients/cases notified.
- 6.6.4 Once the authority had identified the discrepancies, the Agency will have 10 workings days to furnish explanation. If no explanation is submitted, then NHM will proceed with the penalty as planned. Notwithstanding, as contained otherwise, and besides above as the case may be, the penalties may be imposed for each occurrence as per the identified Key Performance Indicators (KPIs).
- 6.6.5 The prices/rates quoted in the financial bid, shall remain same for the entire duration of the contract.
- 6.6.6 Any performance related payments shall be adjusted in the last quarter of each year.

Category	Percentage slab
TB patients notified for verification of notification, bank account, and DST	5%
TB patients with successful treatment outcomes	5%

Parameters	Applicable Penalty
TB patients notified for verification of notification, bank account, and DST	Double the amount quoted by the bidder per case discovered of false information / listing on NIKSHAY linked to the specific parameter
TB patients with successful treatment outcomes	Double the amount quoted by the bidder per case discovered of false information / listing on NIKSHAY linked to the specific parameter



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Section 7: CONTRACT AGREEMENT

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Section 7: Contract Agreement:

7.1 Signing of the Contract:

The contract agreement between NHM and the Agency should be executed within 21 days of the issue of the Letter of Intent (LoI) by the NHM for the concerned cluster. The Agency shall have to submit the Performance Security (PS) before signing of the agreement. Non-fulfillment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

Start of Services

- 1.1.1 The Agency shall establish project offices, in each of the district of the concerned cluster, recruit, and depute the work force and complete first batch of the NTEP training of hired HR in full conformity to the contract, within 45 days from the date of signing of the contract. If the services are not rolled-out within this timeline, NHM or the authorities decided by NHM may impose a penalty of INR 10000/- per day of delay.
- 1.1.2 If Agency fails to start the services beyond 60 days, the contract may be terminated, and the Agency may be blacklisted and might result in forfeiture of performance security/bank guarantee to which, the Agency shall have no claims. In such a case, the NHM shall be at freedom to negotiate with L2, and then L3... (in this order) responsive bidders for the concerned cluster with their consent to enter into an agreement with the NHM , for providing services as mentioned in the tender document, at the rate quoted by the last Agency/Bidder.

7.2 Sub-Contracts

Sub-letting/Sub-contracting of the contract work assigned would not be allowed under any circumstances and contract may be terminated in case the Agency sublets or sub-contracts its liabilities/responsibilities/obligation to other as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof. Penal action may also be taken against the Agency.

However, the Agency shall be allowed outsourcing the following services as defined in the Scope of Work:

- Sample collection & transport
- Drugs & Consumables supply chain management

7.3 Modification to Contracts

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services which also includes increase in the number of government hospitals for the services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of both the parties.

7.4 Termination of Contract

- 7.4.1 Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.
- 7.4.2 The NHM without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Agency, terminate the contract in whole or in part, if the Agency fails to perform services as specified in the present contract read with the terms of

the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security may be forfeited and other suitable action may also be taken against the Agency.

- 7.4.3 In the event the NHM terminates the contract in whole or in part, the NHM may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Agency shall be liable to the NHM for the extra expenditure, if any, incurred by the NHM for arranging such services.
- 7.4.4 In the case of the termination of contract, any unspent balance, if any shall be refunded by the Agency to the NHM.
- 7.4.5 Termination for Insolvency: If the Agency becomes bankrupt or otherwise insolvent, it will inform NHM via written notice & email within 7 days to terminate the contract. The NHM reserves the right to terminate, without any compensation, whatsoever, to the Agency, and NHM may forfeit the performance security.
- 7.4.6 Termination by Mutual Consent: In the event the NHM & Agency mutually agrees to terminate the contract, either party shall give 60 days' written notice to the other party and after the consent of both parties agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.

7.5 Notices

Notice, if any, given by one party to the other pursuant to this contract, shall be sent in writing by hand upon receipt or by e-mail or registered AD post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

After successfully Submitted bills/ invoice of the 2nd quarter of the 1st year of operation, Agency would be entitled to receive so cause notice from the NHM/Authority if they fail to reach the notification target as defined in clause 6.5 in Section 6 for each remaining quarter. Inability to improve the performance after issuance of 3 so cause notices, NHM reserve the right to evaluate the contract agreement and terminate the contract.

7.6 Resolution of disputes

Any dispute or difference or claim arising out of or in connection to this Contract, will be settled by amicable bilateral discussions between the parties. Any dispute, disagreement or question arising out of or in connection to the contract or relating to performance, which cannot be settled amicably, may be resolved through arbitration as per the Arbitration And Conciliation Act 1996. If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of Raipur, Chhattisgarh Only



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SECTION – 8 ANNEXURS & RFP FORMATS

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PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To

The Director Health Services

NHM , _____

Re: Tender for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in 6 districts in the State of Chhattisgarh.

Dear Sir / Madam,

We, the undersigned, offer for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in 6 districts in the state of Chhattisgarh in the cluster(s).....<Mention the name of the cluster(s)>, in accordance with your Request for Proposal vide Ref Nodated We are hereby submitting our Proposal for the same.

We are submitting our proposal in our own individual capacity without entering into any association / as a Joint Venture. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the NHM may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of NHM to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to NHM any additional information it may find necessary or require supplementing or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.



We declare that:

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by NHM ;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract entered into with NHM or any other public-sector enterprise or any government, Central or State; and
- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.
- e. We certify that in this regard that we have not been convicted by a court of law.
- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NHM and / or the Government of Chhattisgarh in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
- g. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h. We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
- i. A Power of Attorney (PoA) in favor of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- j. In the event of my/our proposal being selected, I/We agree to enter into a contract for the project awarded to us by the NHM .
- k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Seal

Five handwritten signatures in blue ink are visible at the bottom of the page. The first signature is a circle with '20' inside. The second is a stylized '24'. The third is '102'. The fourth is a stylized 'R'. The fifth is a stylized 'H' followed by '20'.

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.100/- duly attested by notary public)

POWER OF ATTORNEY

Know all men by these present, we _____ (name and address of the registered office of the Single Entity) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for **"Selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in 6 districts in the state of Chhattisgarh" (the "Project")**, including signing and submission of all documents and providing information / responses to NHM _____, representing us in all matters in connection with our bid for the said Project.

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

For

(Name, Designation and address)

Accepted

..... (Signature)

(Name, title and address of the Attorney)


Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

Annexure 3 BIDDER DETAILS

Name and full address of the organization	
Details of Registered Office	
Address	
Telephone No(s)	
Fax No(s)	
E-mail address(Official):	
Organization website:	
Year of Incorporation:	
Turnover of the Organization (in crores)	
2016-17:	
2017-18:	
2018-19:	
2019-20:	
Income Tax Registration number (PAN)	
Goods and Services Tax(GSTN):	
Type of organization (Company/Society/Trust)	
Registered in Planning Commission Portal for NGOs	
Name and addresses and designation of the persons who will represent the Bidder while dealing with the NHM - _____ (Attach letter of authority)	
(Authorized Signatory)	
Name: _____	
Designation & Authority: _____	
Place: _____	
Date: _____	
Stamp: _____	



Annexure 4

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

The Director Health Services

NHM, _____

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder", has been identified and selected for the cluster of(Mention the name of the cluster), and has undertaken, in pursuance of Contract dated ... 2019 (hereinafter referred to as "the Contract") to implement the [Tender Notice Selection for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in 6 districts in the state of _____].

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Tender Notice Selection of service providers for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in 6 districts in the state of _____] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the NHM, _____ the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of, to the NHM , _____ (NHM - _____) under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards NHM under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from NHM , _____ (NHM - _____) stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to NHM , _____ (NHM - _____) any and all sums demanded by NHM , _____ (NHM - _____) under the said demand notice, subject to the maximum limits specified in **Clause 1** above. A notice from NHM , _____ (NHM - _____) to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (Mention the official address of the bidder)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **42 months** from the date of its execution.

4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
- any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that NHM , _____ (NHM - _____) at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not withstanding any security or other guarantee that NHM , _____ (NHM - _____) may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of NHM , _____ (NHM - _____) or any other indulgence shown by NHM , _____ (NHM - _____) or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of _____, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2019

Witness

(Signature) (Signature) (Name) (Name) Bank Rubber Stamp

(Official Address) Designation with Bank

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Seal



ANNEXURE-5 Format for EMD

(Bank Guarantee)

(To be executed on Stamp paper of Rs 100/-appropriate value)

Dated:

B.G. No.

To,

MD-NHM

National health mission

Raipur—Chhattisgarh

1. In consideration of you, Mission Director (NHM), National health Mission- Chhattisgarh having its office at Sector 27- Atal Nagar- New Raipur (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ {a Company registered under the provisions of the Companies Act, 1956/2013 and having its registered office at _____(hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns),for "Selection Of Patient Provider Support Agency for TB Care in Private Sector in the State of" (hereinafter referred to as the "Services") pursuant to the RFP Document dated _____ issued in respect of the Services to be rendered for the project ("Project") and other related documents (hereinafter collectively referred to as "RFP"), we [Name of the Bank] having our registered office at [insert address of registered office]and one of its branches at [insert branch address in Ranchi] (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP (including the RFP)by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupeesonly) as Earnest Money Deposit (hereinafter referred to as the "EMD") encashable/ payable at any of our branches including our [insert branch address in Ranchi] branch at Ranchi as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).

This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 180(one hundred eighty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed

to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said RFP, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

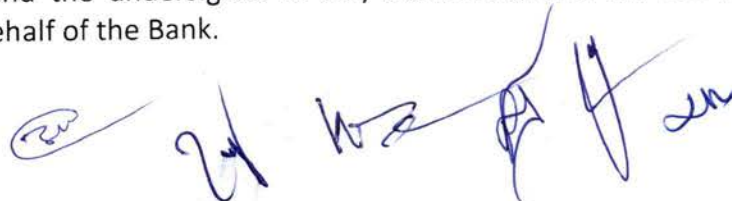
Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake to make the payment on receipt of your notice of claim on us addressed to our branch [insert branch address] at _____ and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.



Signed and Delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)



Annexure 6 DECLARATION BY BIDDER

Format for Affidavit Notary attested or sworn before executive magistrate certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100)

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/declared ineligible by NHM _____/NHM or any other entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission (upload) of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

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

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2019

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Seal:



Annexure 7 Affidavit for experienced manpower by the agency/bidder

(On Non – judicial stamp paper of Rs.100 duly attested by notary public/executive magistrate)

We< Mention the name of the agency/bidder>, having its registered office at

..<

Mention the registered office address>, have the sufficient number of supervisory staff of working inwith Government or donor agencies, as required for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP), program in the concerned clusters namely,.....< Mention the name of the cluster(s), in any of the state of India.

We are listing the name of manpower with more than 3 years experience working in....., with Government or donor agencies, working with us:

1.< Mention the name of the person with field expertise and qualification >
2.< Mention the name of the person with field expertise and qualification >
3.< Mention the name of the person with field expertise and qualification >
4.< Mention the name of the person with field expertise and qualification >
5.< Mention the name of the person with field expertise and qualification >
6.< Mention the name of the person with field expertise and qualification >
7.< Mention the name of the person with field expertise and qualification >
8.< Mention the name of the person with field expertise and qualification >
9.< Mention the name of the person with field expertise and qualification >
10.< Mention the name of the person with field expertise and qualification >
11.< Mention the name of the person with field expertise and qualification >
12.< Mention the name of the person with field expertise and qualification >
13.< Mention the name of the person with field expertise and qualification >
14.< Mention the name of the person with field expertise and qualification >
15.< Mention the name of the person with field expertise and qualification >

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Enclose : Curriculum Vitae/Resume of the professionals mentioned in the affidavit.



Annexure 8: Price Schedule for Patient Provider Support Agency (PPSA)

1. The Bidder shall be required to quote, for the cluster
2. The Bidder shall be working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in all the districts in the concerned cluster, in accordance with the terms of the contract, and will be charging at the rate:

Services provided for the cluster < Mention the name of the cluster>	Amount in figures	Amount in words
Price per privately notified TB patient who successfully completes treatment for Private provider support Agency	Rs (per patient) (Amount in figures)	(Rs..... (per patient) (Amount in words)

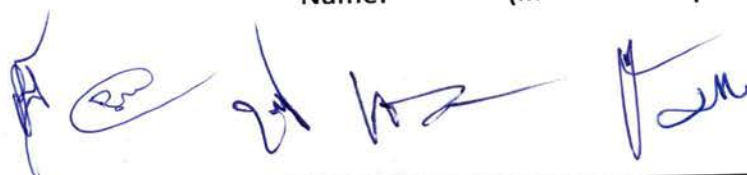
3. The Bidder shall indicate the amount per TB patient notified who successfully completes treatment, in the cluster., for providing entire spectrum of services which include (but not limited to) private sector engagement and empanelment, provider mapping, CME etc, provider management, diagnostic linkages, drug linkages, HIV testing linkages, DST linkages, facilitating notification, facilitating for provider incentives and patient support services, during the full treatment cycle of each patient (till the end of treatment). The rates quoted by the bidder shall be inclusive of charges of managing supply chain of drugs/FDC and consumables to all the empaneled private healthcare providers, chemists and Labs, sample collection and transportation costs, IT equipment and set-up for reporting of programme outcomes at each stage of treatment on NIKSHAY, Transport, Insurance, printing and supply of materials (including reports, IEC etc.), salaries of the manpower deployed, training and capacity building of existing manpower and any other expenses as required for the conduct of the services proposed in the tender document, service charges and all applicable taxes, duties and levies **excluding Goods & Services Tax (GST)**. Other applicable taxes, if any, would be deducted at source, as per prevailing rates/rules. The financial bid(s) shall be quoted in the online mode only. GST if applicable, will be paid by the NHM or the authorities decided by NHM as per the prevailing rates/rules. If a Bidder quotes, "Nil" charges in consideration, the bid shall be treated as unresponsive and shall not be considered.
4. The rate/s offered shall remain firm and will not be subject to escalation of any description during the execution of the rate contract.

Date :-

Seal

Signature:

Name: (in capital letters)



Annexure 9 ANNUAL TURN OVER STATEMENT FOR THREE YEARS

The Annual Turnover of M/s_ for the

past three consecutive years out of given four (4) FY as given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover Rs.
1	2016-17	
2	2017-18	
3	2018-19	
4	2019-20	

Date :-

Seal

Signature of
Chartered Accountant:

Name (in capital letters):

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Seal



Annexure 10 Format for Planning and Operationalization of Concept Note

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Concept note should include a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training

Suggested structure of your Technical Proposal:

1) Technical Approach and Methodology; including 1.1) Provider Management & timeline of the project roll-out, 1.2) Staffing pattern & hiring plan, 1.3) Handling linkages, 1.4) Patient Management & public health actions.

2) creativity and Innovation (If you come up with any novel approach to tackle the tasks mentioned in scope of work you should mention it here)

3) Program Management Plan (*Monitoring & Evaluation, Data management, analysis & reporting: should you mention key/authorized person responsible for the data management and involved with monitoring and evaluation of the given outcomes*)

Please explain your understanding of the objectives of the assignment as outlined in the scope of work, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the scope of work

	Planning & Operationalization: Plan of executing the project in the concerned cluster with concept note [This criteria would be evaluated based on the concept note submitted by the Bidder & brief presentation in person to NHM, Chhattisgarh/competent authority]	Concept note should include:
		1. Approach & methodology
		1.1 Provider Management & timeline of the project roll-out
		1.2 Staffing pattern & hiring plan
		1.3 Handling linkages
		1.4 Patient Management & public health actions
		2. Creativity & Innovation
3. Program Management Plan (<i>Monitoring & Evaluation, Data management, analysis & reporting</i>)		

Work Plan: Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of scope of work and ability to translate them into a feasible working plan. Also please kindly include your approach in handling linkages of the TB patients seeking care in private sector. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form, Organization and Staffing. (Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.

Annexure 11: Mandatory Proforma – 1 to be submitted in Envelop no. 1

Sr. No.	Documents Submitted
1	Tender Fee Online (Software generated receipt) & E M D To be paid online through net banking (Software generated receipt) Original physical hard copy of EMD (If EMD is submitted in bank guarantee as per the format provided in Annexure III or in form of Demand draft or in the form of Pledge Fixed Deposit),
2	Annexure-1 PROPOSAL COVERING LETTER
3	Annexure-2 AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL
4	Annexure-3 PARTICULARS OF THE BIDDER'S ORGANISATION
5	Annexures-6 DECLARATION BY BIDDER
6	Annexure 7: Affidavit for experienced manpower by the agency/bidder
7	Annexure 9: ANNUAL TURN OVER STATEMENT FOR THREE YEARS
8	Annexures-10 Format for Planning and Operationalization of Concept Note
9	ANNEXURE 14: Technical Capacity of Bidder form1, form 2
10	Audited Balance Sheet & Profit & Loss Account of FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20
11	Authorization letter nominating a responsible person of the Bidder to transact the business with the NHM
12	VAT/Service Tax Registration certificate
13	VAT Clearance Certificate/ Service Tax Return up to 30 June 2017 & after June-17 GST Return/Challan & GST Registration
14	EPFO & ESIC Registration Certificate
15	<u>ADDITIONAL INFORMATION RELATED TO TENDER</u>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Seal

ANNEXURE 12: Technical Capacity of Bidder (Refer to Clause 3.4.2, section 3 of the RFP)

Form 1: Summary of experience in Public Health

S.No	Place of the Contract (mention state as well)	Name of the client Contact details (email id and Phone number)	Year of commencement of the services of conducting Test pursuant to the work order/contract	Year of end of contract (if any)	Disease area (TB/HIV/Leprosy / Others)	Type of Project Private sector engagement Patient engagement/service delivery, Active case finding (ACF), Health system strengthening Supply chain management Community strengthening and support

Additional sheets may be attached in the above-mentioned formats if necessary

(i) As defined in the minimum technical eligibility criteria Clause No: 3.1 (b)

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Seal

Form 2: Summary of experience in Public Health (Refer to Clause 3.4.2, section 3 of the RFP)

S.No	Place of the Contract (mention state as well)	Name of the client Contact details (email id and Phone number)	Year of commencement of the services of conducting Test pursuant to the work order/contract	Year of end of contract (if any)	Experience of implementing programs with strong digital and national health databases infrastructure (Yes/No) If yes provide details	Experience having employed at least 15 persons over the last three years with mandatory proof of EPF (Yes/No). If yes provide details with number of employee and proof of EPF

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Seal

Annexure 13: PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1 This pre-bid contract Agreement (herein after called the integrity Pact) is made on day of the month/.....20....., between, Managing Director, Chhattisgarh Medical services corporation limited (A U/T of Government of Chhattisgarh) acting through Shri(Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri Chief Executive Officer (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an permuted assigns) and the Second Party, is willing to offer/ has offered.

1.2 WHEREAS the BIDDER is a private Company/Public Company/Government Undertaking/partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its functions on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

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

2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures..

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER Which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

4. COMMITMENTS OF BIDDERS

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

- 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any their intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments :

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the (BUYER) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

6.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposited/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon as 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same

shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

- 8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1 The BUYER will appoint Independent Monitors (Hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5 As soon as the Monitor notices, or has reason to believe, a violation this Pact, he will so inform the Authority designated by the BUYER.

9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10.FACILITATION OF INVESTIGATION

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

11.LAW AND PLACE OF JURISDICTION

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

12.OTHER LEGAL ACTIONS

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

13.VALIDITY

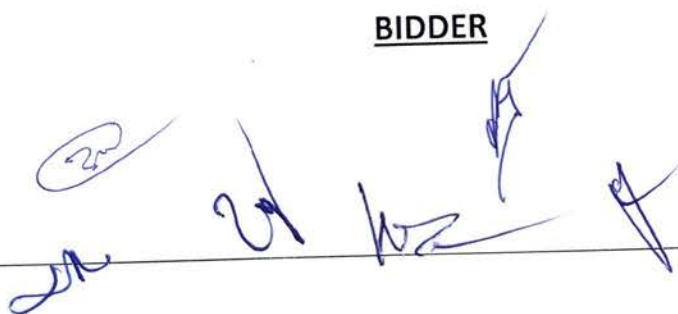
13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact aton.....

BUYER

BIDDER

The image shows several handwritten signatures in blue ink. There are four distinct signatures, with some appearing to be initials or abbreviated names. They are written in a cursive, flowing style.

Name of the Officer

Designation

Department/PSU

CHIEF EXECUTIVE OFFICER

Witness

- 1)
.....
2)
.....

Witness

- 1)
2)

Annexure 14: PRE-CONTRACT Mandatory CHECKLIST

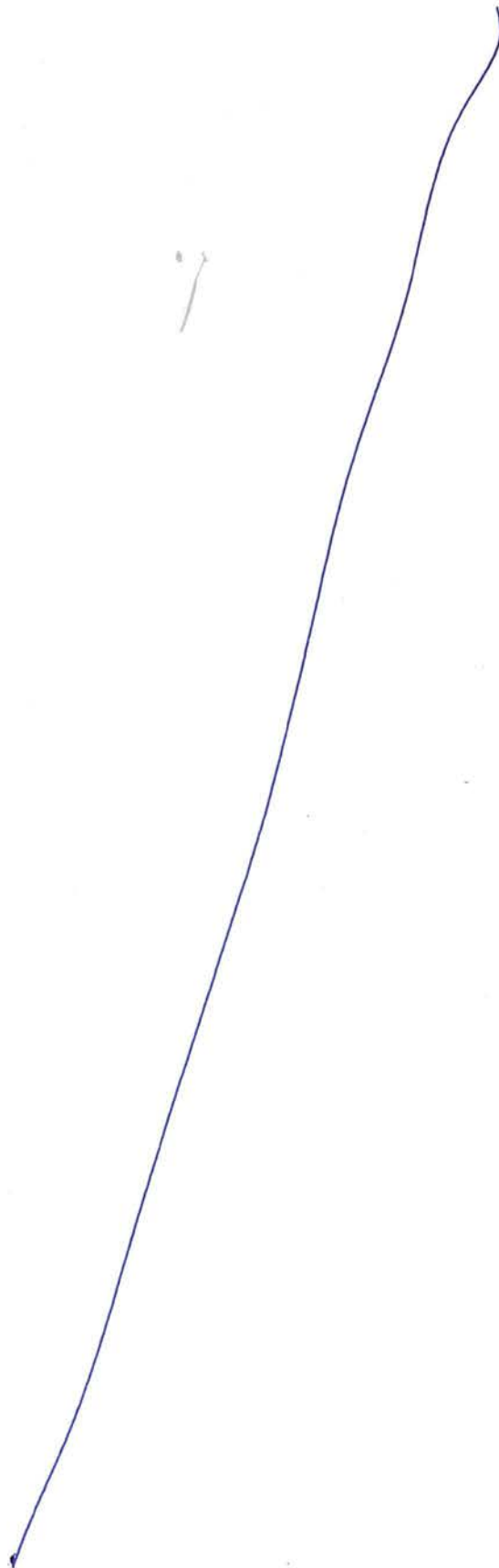
Sr. No	A Bid shall be considered responsive only if:	YES/NO
1	it is received by the Authority on or before the specified time on the Bid Due Date;	
2	it is accompanied by the Tender Fee or the receipt of payment of Tender Fee, as the case may be	
3	it is accompanied by the EMD as specified in REP (5 lakh). EMD can be submitted by DD or e-transfer (RTGS/NEFT) or against bank guarantee. In case of DD or RTGS,	
4	it is accompanied by the Power of Attorney	
5	it contains all the information and documents complete in all respects as requested below	
	MINIMUM ELIGIBILITY CRITERIA (The bidder can't be an individual or group of individuals & Consortium is not allowed)	
6	A Bidder may be any legal or other entity including without limitation a company registered in India under the Indian Companies Laws or a society registered under Companies Act 1956/2013, Indian Societies Registration Act 1860, Indian Trust Act 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation.	
7	The bidder must have experience of implementing programs in public health with Government/International & National funding agencies* (See definition below), in minimum three years in the last six Financial Years (2014-15, 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20) . Average annual turnover of "0" (ZERO) if any for aforementioned FY shall not be entertained and bidder shall be rejected. Bidder shall provide following documentary evidence: Provide agreement copy/work order and/or Letter of Award for each client Client certificate and/or statutory auditor's certificate as the case may be before demonstrating the Technical Capacity The work orders and agreement copy should clearly indicate the services being provided by the agency and the term of the project.	
8	The bidder must not be Blacklisted / barred / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of Chhattisgarh State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online bidding document. The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/State/central department/PSU.	
9	"Financial Capacity" : The bidder must have average annual turnover of Rs. 1.5 Crore (One Crore fifty lakhs rupees) in at least three financial years out of FY 2016-17, FY 2017-18, FY 2018-19 & FY 2019-20, as evidenced by the audited accounts of the bidder. The Bidder shall provide documentary evidence by way of Statutory Auditor's /Chartered Accountant's certificate along with Financial statement for demonstrating the Financial	

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Seal



Handwritten signatures and initials in blue ink at the bottom of the page, including a large stylized 'H' and several other illegible marks.