

**MINISTRY OF HEALTH & FAMILY WELFARE  
Government of India**



**Bid Document  
for  
Selection of Agency for Telecom Technology  
Services (60 Toll Free Lines in use of 99 DOTS  
- Digital Adherence Technology for TB  
Patients) under NTEP for a period of three  
years.**

Bid Ref. No.: T-18012/02/2015-TB (Pt. 1)

**Programme Name – National Tuberculosis  
Elimination Programme (NTEP)**

**Central TB Division**

Ministry of Health and Family Welfare (Government of India)  
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## **Section I – Notice Inviting Bids**

**for**

**Selection of Agency for Telecom Technology Services (60 Toll Free Lines in use of 99 DOTS - Digital Adherence Technology for TB Patients) under NTEP for a period of three years.**

**Bid Ref. No. T-18012/02/2015-TB (Pt. 1)**

**Dated: 18/06/2021**

1. Central TB Division invites Bids from eligible Bidders for Selection of Agency for Telecom Technology Services (60 Toll Free Lines in use of 99 DOTS - Digital Adherence Technology for TB Patients) under NTEP for a period of three years.
2. The Bid Document may be freely downloaded by interested eligible Bidders from the Central Public Procurement Portal at [www.eprocure.gov.in](http://www.eprocure.gov.in).
3. All Bids must be accompanied by a Bid Security for an amount of **Rs. 5,25,000/-** in the form as specified in the Bid Document.
4. The Consulting firms / Organizations will be selected in accordance with the “Least Cost System (LCS)” method and procedures set out in the ‘General Financial Rules – 2017’ and Manual for Procurement of Consultancy & Other Services 2017 issued by Department of Expenditure, Ministry of Finance, Govt. of India.
5. The bidders, who have downloaded the Bid Document, shall be solely responsible for checking above website for any addendum/amendment issued subsequent to publication of this NIT and take the same into consideration while preparing and submitting their bids.
6. The bidders or their official representatives are invited to attend a pre-bid meeting which will take place at 11.00 AM on 25/06/2021 at the address mentioned above. Please note that non-attendance at the pre-bid meeting will not be the cause of disqualification of the bidders.
7. Bidders should send their written requests for clarification, if any up to 05.00 PM on 24/06/2021.
8. Bids must be delivered up to 02.00 PM on 12/07/2021 at the address mentioned above. The technical bids will be opened on the same day at 02.30 PM in the presence of the bidders’ representatives, who choose to attend the technical bid opening.
9. All bids must be accompanied by Bid Documents Fee as mentioned above in Para 6 and Bid Security as specified in ITB Para 16 of the Bid Documents. Late bids will not be considered and rejected.

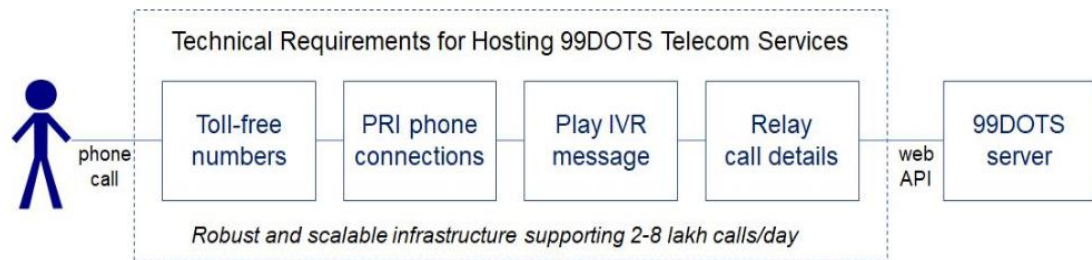
**Jt. Director General, CTD, MoHFW, Govt. of India**

## Section II – Instructions to Bidders (ITB)

### A. GENERAL

#### 1. Introduction

- 1.1 Central Tuberculosis Division (CTD), Ministry of Health & Family Welfare (MoHFW), Government of India (GoI), invites bids in connection with the Notice Inviting Bids (NIB) for **Selection of Telecom Technology Services, as specified in Section IV – Scope of Services.**
- 1.2 **99DOTS** is a system that enables patients to report when they have taken medication. Everyday, patients reveal an unpredictable phone number inside the medication packaging and place a free call to this number. An automated IVR service answers the phone, plays a "thank you" message, and hangs up. The IVR service relays the date, time, caller ID, and number called to a separate cloud platform. Health workers monitor the platform to ensure that patients are taking medication.



**Figure 1:** Overview of requirements for hosting 99DOTS telecom services.

As illustrated in Figure 1, the technical requirements for hosting 99DOTS telecom services consist of four core components:

1. Host toll-free phone numbers
2. Host PRI phone connections
3. Play an IVR message
4. Relay call details via a Web API

In addition to these functional requirements, the infrastructure must be robust and scalable, supporting a high volume of **2-8 lakh calls per day**.

- 1.3 This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Employer for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 1.4 Before preparing the bid and submitting the same to the Employer, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bid

Document. Failure to provide required information or to comply with the instructions incorporated in this Bid Document may result in rejection of bid submitted by Bidder.

- 1.5 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, submission of its bid and subsequently processing the same. The Employer shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.
- 1.6 Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Employer, shall be written in English language

## **2. Code of Integrity**

- 2.1 The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, and Bidders and their representatives or Consultants or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 2.2 The Employer prescribes to uphold the Code of Integrity, which prohibits officers or employees of Employer and Bidders, the following:
  - (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
  - (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
  - (iv) improper use of information shared between the Employer and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - (v) any financial or business transactions between the Bidder and any officer or employee of the Employer, who are directly or indirectly related to tender or execution process of contract;
  - (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - (vii) any obstruction of any investigation or audit of a procurement process;
  - (viii) making false declaration or providing false information for participation in -

- a) procurement process or to secure a contract;
  - b) disclosure of Conflict of Interest;
  - c) disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Employer.
- 2.3 In case of any breach of the Code of Integrity by a Bidder or a prospective Bidder, as the case may be, the Employer after giving a reasonable opportunity of being heard, may take appropriate measures including –
- a) exclusion of the Bidder from the procurement process;
  - b) calling off of pre-contract negotiations;
  - c) forfeiture or encashment bid security;
  - d) recovery of payments made by the Employer along with interest thereon at bank rate;
  - e) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
  - f) debarment of the Bidder from participation in any future procurements of any Employer for a period not exceeding three years.

### **3. Conflict of Interest**

- 3.1 Conflict of Interest for a Employer or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations
- 3.2 Employer describes the situations in which a Employer or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following -
- a) Conflict of Interest occurs when the private interests of a Employer or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
  - b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Employer, employment after retirement from service or of relatives or the receipt of a gift that may place the Employer or its personnel in a position of obligation;

- c) Conflict of Interest also includes the use of assets of the Employer including human, financial and material assets, or the use of the office of the Employer or knowledge gained from official functions for private gain or to prejudice the position of someone the Employer or its personnel does not favour;
- d) Conflict of Interest may also arise in situations where the Employer or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Employer;

3.3 The situations in which Bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following –

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Employer that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other Bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

The bidder should give a certificate (Near Relative Certificate) that none of his/her near relative as defined below is working in CTD where they would be applying for the bid. Bidder will submit an undertaking (as per Form No. 8 under Section V).

3.4 In the 'Form 1 Letter of Technical Bid' to be submitted by the Bidder, as per format given in **Section V - Bidding Forms**, all Bidders shall provide a signed statement that the Bidder is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;

3.5 In case of a holding company having more than one independent units or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions



shall apply to closely related sister or subsidiary companies. Such Bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business;

#### **4. Eligible Bidders**

- 4.1 Bidder may be any legal or other entity including without limitation a company registered in India under the Indian Companies Laws or incorporated outside India under relevant laws of incorporation under country of its origin, or a society registered under Societies Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts 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;
- 4.2 The bidder may form Consortium with other firms to enhance their qualifications. In such a case, the lead firm / bidder along with all the Consortium members shall be jointly and severally liable for satisfactory performance of services, in case contract is awarded
- 4.2 Bidder and the consortium partner (as the case may be) should not have a Conflict of Interest as prescribed and specified in ITB Para 3, which materially affects fair competition.
- 4.3 In addition, any Bidder (including Consortium Partner, as the case may be) participating in the procurement process shall –
  - (i) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
  - (ii) The bidder should be a telecom service provider operational and registered in India for minimum last 3 years (FY 2017-18, 2018-19 & 2019-20) (copy of license indicating registration details to provide requisite service should be submitted - duly signed and stamped by the authorized signatory).
  - (iii) The bidder should have supplied toll free number to at least three (3) organizations in the last three year. In at least one of these, the bidder should have routed calls similar to the scope of this bid document (the details and documentary proof should be submitted - duly signed and stamped by the authorized signatory).
  - (iv) The bidder should be registered with relevant tax authorities. Copy of TAN, PAN and Service Tax number should be submitted - duly signed and stamped by the authorized signatory.
  - (v) In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and Bid Security Deposit/Performance Security will be forfeited. Bidder may also be blacklisted/banned/debarred.
  - (vi) Bidders who have been blacklisted or debarred by any State/UT Government/Central Government / its Procurement Agencies on account of

fraudulent/ illegal practices should not participate in the bid during the currency of blacklisting. Such Bids will not be considered.

(vii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;

(viii) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

(ix) not be debarred by any Employer under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.

- 4.4 In the 'Form 1 Letter of Technical Bid' to be submitted by the Bidder, as per format given in **Section V - Bidding Forms**, Bidders shall provide a signed statement that the Bidder fulfils the eligibility requirements given in ITB Para 4.3;

## 5. Bidders' Qualification

- 5.1 Bidder (excluding consortium partner) should fulfil the qualification requirements as stipulated below:

(a) Bidder should have minimum of 3 (three) year's of experience minimum of one year completed project in Telecom sector as on due date for submission of bid. Bidder should submit the following documents in support of fulfilment of Bidder's qualification, along with its bid:

- (i) Copy of Agreement / Work Order / Letter of Notification of Award; and
- (ii) Client's Certificate on Progress or completion of Project

(b) Bidder should have achieved average annual turnover of at least **Rs. 80,00,00/-** during last three Financial Years (2017-18, 2018-19 & 2019-20). Bidder should submit audited annual statements / Report / balance Sheet of last three Financial Years (2017-18, 2018-19 & 2019-20).

(c) In case bidder organization is an NGO, it should be enrolled on NGO-DARPAN website [www.eprocure.gov.in](http://www.eprocure.gov.in) maintained by NITI Aayog, Govt. of India.

## B. BID DOCUMENT

### 6. Content of Bid Document

- 6.1 The Bid Document include the following Sections, which should be read in conjunction with any Amendment issued in accordance with ITB Para 9.
- Section I Notice Inviting Bids
  - Section II Instructions to Bidders (ITB)
  - Section III Bid Data Sheet (BDS)
  - Section IV Scope of Services
  - Section V Bidding Forms
  - Section VI General Conditions of Contract (GCC)
  - Section VII Special Conditions of Contract (SCC)
  - Section VIII Contract Forms
- 6.2 Unless downloaded bid document directly from the Central Public Procurement Portal (CPPP) at [www.eprocure.gov.in](http://www.eprocure.gov.in) **as specified in the BDS**, Central TB Division shall not be responsible for the correctness of the Bid Document, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bid Document in accordance with ITB Para 9.
- 6.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bid Document and to furnish with its Bid all information or documentation as is required by the Bid Document.

### 7. Clarifications on Bid Document

- 7.1 A prospective bidder requiring any clarification if required, sought/ requested not later than the day of Pre-bid meeting or else through email at [ctddelhi@rntcp.org](mailto:ctddelhi@rntcp.org) followed by written communication at least 1 day prior to the Pre-bid meeting **as specified in the BDS**. Queries after pre-bid meeting will not be entertained.
- 7.2 The Employer shall also promptly publish brief description of the enquiry but without identifying its source and its response at the its website i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) **as specified in the BDS**.
- 7.3 All the prospective bidders will be notified of response to clarifications only through Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Any bidder who has downloaded the Bid Document should watch for clarifications, if any, issued on the above website.

### 8. Pre-Bid Meeting

- 8.1 In order to provide response to any doubt regarding Bid Document, or to clarify issues, a pre-bid meeting may be scheduled on 11.00 AM on 25/06/2021, **as specified in the BDS**.

- 8.2 During the pre-bid meeting, the clarification sought by representative of prospective Bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The Employer shall upload written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB Para 9 below shall be issued, which shall be binding on all prospective Bidders.

## 9. Amendments to Bid Document

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, pursuant to ITB Para 7 and 8 and for any reason deemed fit by it, amend or modify the Bid Document by issuing Amendment(s).
- 9.2 Such Amendment(s) will be published on Employer's website i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) as specified in the BDS and the same shall be binding on all prospective Bidders.
- 9.3 In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Employer may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 9.4 Any Bidder who has downloaded the Bid Document should check the Amendment(s), if any, issued on the above website. The Employer shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on above website.

## C. PREPARATION OF BIDS

### 10. Documents Comprising the Bid

- 10.1 The bid will be submitted by the bidder shall be in Two Bid System i.e. “**Technical Bid**” and “**Financial Bid**” in separately sealed envelopes. In addition, the bidder should be submitted the Technical bid in Two (2) sets of hard copies along-with financial bid by post or by hand to drop in the box earmarked by the Employer. Bids so submitted shall enclose the original and each copy of the Technical Bid in separately sealed envelopes duly marked as “ORIGINAL” and “COPY” and original of Financial Bid duly marked as “ORIGINAL” in separately sealed envelope. The envelopes containing the original and the copies of Technical Bid and original of Financial Bid shall then be enclosed in one single sealed outer envelope. Bidder shall submit the bids shall comprise the following:

#### Envelope No. 1 : Technical Bid

- i) Letter of Technical Bid as per Form provided in **Section V – Bidding Forms**;
- ii) The authorization in name of signatory of bid to sign the bid on behalf of the bidder firm **as per ITB Para 16**;
- iii) Bid Security furnished in accordance with **ITB Para 15**;

- iv) Bidder Information Form (along with all required attachments) as per Form 2 provided in **Section V - Bidding Forms**;
- v) If the Bidder organization is an NGO, NGO-DARPAN Unique ID should be provided
- vi) Item by item commentary, demonstrating substantial responsiveness to the Scope of Services in accordance with **ITB Para 13**;
- vii) Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document;
- viii) Self-attested copy of Income Tax Registration Certificate / PAN card;
- ix) Self-attested copy of GSTIN registration;
- x) Any other document **as required in the BDS**

#### **Envelope No. 2: Financial Bid**

- i) Price Schedule shall be prepared accordance with ITB Para 12. The Bidder shall indicate on the FIN Forms provided in Section V (FIN Forms for Price Bid).

### **11. Letter of Technical Bid**

- 11.1 The Letter of Technical Bid shall be prepared as per the Form furnished in **Section V: Bidding Forms**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

### **12. Bid Prices**

- 12.1 The prices quoted by the Bidder in the Price Schedule shall conform to the requirements specified below.
- 12.2 The Contract shall be for the Services, as described in the **Section IV: Scope of Services**.
- 12.3 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in the BDS**. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 12.4 The Bidder shall quote Prices inclusive of all taxes and duties / GST payable on the services if the contract is awarded.

### **13. Documents establishing the compliance of Services**

- 13.1 To establish the conformity of the Services to the Bid Document, the Bidder shall furnish as part of its Bid a detailed item by item commentary, demonstrating substantial responsiveness to the Scope of Services.

## 14. Period of validity of Bids

- 14.1 Bids shall remain valid for the period of 120 days as **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB Para 18.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive
- 14.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 14.3 The Bidder who agree to the extension of the period of validity of bids so requested by the Employer shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Employer will be final and binding in this regard.

## 15. Bid Security

- 15.1 The Bidder shall furnish as part of its bid, a bid security for a shorter period or lesser amount as **specified in the BDS** will be rejected. Any bid not accompanied by a Bid Security shall be rejected by the Employer as non-responsive.
- 15.2 The Bid Security only drawn in the favour of **“PAO, Secretariat”** and payable at **New Delhi**, must be submitted along with the bids. The bid security shall be in any of the following forms at the Bidder's option:
  - a) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India; or
  - b) Bank Guarantee issued by a Scheduled Bank in India; or
- 15.3 In case, bid security is submitted in form of Bank Guarantee, it should be submitted either using the form provided in Section V - Bidding Forms. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.
- 15.4 The Bid Security must remain valid for forty-five (45) days beyond the original or extended validity period of the bid.
- 15.5 The bid security of a Bidder lying with the Employer, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.
- 15.6 The Bid Security of unsuccessful Bidder shall be released within 15 days after signing of Agreement with successful Bidder. The Bid Security of successful Bidder shall be released within 15 days upon signing the contract.

- 15.7 The Bid Security of the Bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.
- 15.8 The Bid Security deposited by a Bidder shall be forfeited in the following cases:
- (a) when the Bidder withdraws or modifies its bid after opening of bids;
  - (b) if the Bidder breaches any provisions of Code of Integrity prescribed for Bidders as per ITB Para 2.
- 15.9 **EXEMPTION FROM PAYMENT OF BID SECURITY TO MSE (MICRO & SMALL ENTERPRISES)**
- (a) MSE firms as per classification given in MSE Act. 2006 and holding Permanent Registration Certificate from the District Industries Centres or National Small Industries Corporation or any other body specified by Ministry of Micro and Small Enterprises will be granted exemption from payment of Bid Security. Permanent or valid provisional Certificate has to be produced in this regard.
  - (b) The MSE Units will be required to furnish original notarized undertaking (as per Form No. 7 under Section V) before the date of tender opening to the effect that in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract, the MSE Unit shall pay a penalty, equivalent to the Bid Security to offset the loss incurred by the Tender Inviting Authority consequent on such breach of any bid condition.
  - (c) The MSEs participating in the tender shall enclose with their bid a copy of their valid registration certificate with District Industries Centres or National Small Industries Corporation or any other body specified by Ministry of Micro and Small Enterprises in support of their being an MSE, failing which their bid will be liable to be ignored/rejected

## **16. Format and Signing of Bids**

- 16.1 The Bidder shall prepare and submit the single sealed envelope containing the original and the copies of Technical Bid and original of Financial Bid should be submitted by post or by hand to drop in the box earmarked by the Employer to the following address:
- Central TB Division  
Ministry of Health and Family Welfare  
Second Floor, Jeevan Vihar, Parliament Street  
New Delhi – 110001
- 16.2 The bid shall be typed or written all pages serially numbered and signed by the Bidder or a person duly authorized to sign on behalf of the Bidder in token of acceptance of the terms and conditions of the Bid Document. This authorization shall

consist of a written confirmation **as specified in the BDS** which shall be attached to the Bid.

- 16.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialled by the person signing the bid.

## **D. SUBMISSION AND OPENING OF BIDS**

### **17. Sealing, Marking and Submission of Bids**

- 17.1 Bidders may submit their bids by post or by hand or drop in the box earmarked by the Employer. Bids so submitted shall enclose the original and each copy of the Technical Bid in separately sealed envelopes duly marked as "ORIGINAL" and "COPY" and original of Financial Bid duly marked as "ORIGINAL" in separately sealed envelope. The envelopes containing the original and the copies of Technical Bid and original of Financial Bid shall then be enclosed in one single sealed outer envelope.
- 17.2 The inner and outer envelopes shall bar the:
- a) name and complete address along with the mobile, telephone number and email address of the Bidder;
  - b) complete postal address of the Employer;
  - c) specific identification mark / Bid Ref. No. and subject matter of procurement;
  - d) a warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents
- 17.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility about its consequences viz. misplacement or premature opening of the bid

### **18. Deadline for Submission of Bids**

- 18.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.
- 18.2 The date of submission and opening of bids shall not be extended except when –
- a) sufficient number of bids have not been received within the given time and the Employer is of the opinion that further bids are likely to be submitted if time is extended; or
  - b) the Bid Document are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.
- 18.3 In cases where the time and date of submission of bids is extended, an amendment to the Bid Documents shall be issued in accordance with ITB Para 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended



- 18.4 If the due date for submission of bids is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

## **19. Late Bids**

- 19.1 The Employer's officer authorized to receive the bids shall not receive any bid that is submitted personally by hand after the time and date fixed for submission of bids under any circumstances.
- 19.2 Any bid which arrives by post after the deadline for submission of bids shall be declared and marked as "Late" and returned unopened to the Bidder by registered post.

## **20. Withdrawal, Substitution and Modification of Bids**

- 20.1.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the bidder or his representative authorised in writing and such letter of authority shall be enclosed with the bid. The corresponding substitution or modification of the bid contained in sealed envelopes as required must accompany the written notice. Such written notice shall be –
- a) submitted in accordance with the Bidding Documents with the envelope clearly marked as "Withdrawal – Technical Bid / Financial Bid," "Substitution – Technical Bid / Financial Bid," or "Modification – Technical Bid/ Financial Bid" as applicable, and
  - b) received by the officer authorised to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.
- 20.2 Bids requested to be withdrawn shall be returned unopened to the bidders.
- 20.3 No bid shall be withdrawn, substituted, or modified after the time and date fixed for receipt of bids as specified in the BDS.

## **21. Opening of Bids**

- 21.1 The sealed bid box shall be opened by the Bid Opening Committee constituted by the Employer at the time, date and place **as specified in the BDS** in the presence of the Bidders' authorized representatives who choose to be present, enabling them to watch the proceedings
- 21.2 The Employer's officer authorized to receive bids shall also handover all the bids received by him up to the time and date for submission of bids to the convener of the Bid Opening Committee and obtain the signature of the convener of the Committee in the bids receipt register.
- 21.3 Each bid received shall be opened by the Bid Opening Committee in the presence of the bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed, indicating date and time, by the members of the Committee in token of verification of the fact that they are sealed. The

envelopes shall be numbered as "a/n", where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by the specified time;

- 21.4 The Bid Opening Committee shall prepare a list of bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the name, e-mail and mobile telephone number of the representatives and the corresponding names and addresses of the bidders they represent. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all members of Bid Opening Committee indicating the date and time of opening of the bids.
- 21.5 At first, envelopes marked "WITHDRAWAL - Technical Bid" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the concerned bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal which shall also be read out and recorded. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding bid shall be opened.
- 21.6 Next, envelopes marked as "SUBSTITUTION – Technical Bid" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution which shall also be read out and recorded. Thereafter, envelopes marked as "MODIFICATION – Technical Bid" shall be opened, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification which shall be read out and recorded.
- 21.7 All other envelopes containing Technical Bids shall be opened one at a time and the following details shall be read out and recorded-
- (a) The name of the bidder and whether there is a substitution or modification;
  - (b) the bid security deposited; and
  - (c) any other details as the Committee may consider appropriate.
- 21.8 After all the Technical Bids have been opened, these shall be initialled and dated on the first page of each bid by the members of the Bid Opening Committee. The original and additional copies of the bid shall be marked accordingly. Alterations, corrections, additions, overwriting shall be initialled legibly to make it clear that such alterations, corrections, additions, overwriting existed in the bid at the time of opening.
- 21.8 No bid shall be rejected at the time of bid opening except the late bids.
- 21.9 The Bid Opening Committee shall prepare a record of the proceedings of the technical bid opening that shall include the name of the bidders and whether there is a withdrawal, substitution, or modification, and alternative offers if they were permitted, and bid security. The bidders or their representatives, who are present,

shall sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Committee shall also sign the record noting the date;

- 21.10 The time and date of opening of Financial Bids (including its modification and substitution, if any) shall be informed to Bidders assessed qualified during technical evaluation of bids.

## **E. EVALUATION AND COMPARISON OF BIDS**

### **22. Confidentiality**

- 22.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders.
- 22.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 22.3 Notwithstanding ITB Para 22.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

### **23. Preliminary Examination of Bids**

- 23.1 The Bid Evaluation Committee constituted by the Employer shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
- (a) that the bid is signed, as per the requirements listed in the Bidding Documents;
  - (b) that the bid has been sealed as per instructions in the Bidding Documents;
  - (c) the bid is valid for the period, specified in the Bidding Documents;
  - (d) that the bid is accompanied by due Bid Security;
  - (e) that the bid is unconditional and that the bidder has agreed to give the required performance security; and
  - (f) whether any other conditions specified in the Bidding Documents are fulfilled.

### **24. Clarification of Bids**

- 24.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;
- 24.2 Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the Committee specifically shall not be considered;

- 24.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial bids;
- 24.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;
- 24.5 All communication generated as above shall be included in the record of the procurement proceedings.

## **25. Immaterial Non-conformities in Bids**

- 25.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- 25.2 The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, GSTIN Registration Certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid;
- 25.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the bidder under ITB Para 25.2.

## **26. Determination of Technical Responsiveness**

- 26.1 The Bid Evaluation Committee constituted by the Employer shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- 26.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
  - (a) "deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.
- 26.3 A "material deviation, reservation, or omission" is one that,
  - (a) If accepted, shall:-
    - (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or

- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or
- (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;

26.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;

26.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

26.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

## **27. Nonconformities, Errors and Omissions**

27.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.

27.2 Provided that a bid is substantially responsive, the Employer or authorised representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

27.3 Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

## 28. Technical Evaluation and Qualification Criteria of Bids

28.1 Subsequent to preliminary scrutiny of bids, the technical evaluation of substantial responsiveness bids shall be carried out based on the criteria / sub-criteria given in the table below:

1	Experience	Marks Maximum
a	years' experience in running of Toll free numbers in any sector <ul style="list-style-type: none"> <li>One mark for each year experience till 15 years of experience</li> </ul>	15
b	experience of running of Toll free numbers in Health Sector for at completed/ongoing project with minimum duration of 1 year	5
	<b>Total points for criterion (1)</b>	<b>20</b>
2	Number of clients served in the last 3 years (as per clause no. 5.1 (a) of ITB) <ul style="list-style-type: none"> <li>2 to 4 – 10 Marks</li> <li>5 to 10 – 15 Marks</li> <li>11 &amp; above – 25 Marks</li> </ul>	25
	<b>Total points for criterion (2)</b>	<b>25</b>
3	Experience in handling inbound/outbound calls in English language with a per day average of 5,00,000 calls. <ul style="list-style-type: none"> <li>5,00,000 to 10,00,000 calls/day – 5 Marks</li> <li>11,00,000 to 15,00,000 calls/day – 10 Marks</li> <li>Above 15,00,001 calls/day – 15 Marks</li> </ul>	15
	No. of PRI Connections currently hosted <ul style="list-style-type: none"> <li>10 to 15 - 5 Marks</li> <li>16 to 20 - 8 Marks</li> <li>Above 20 -10 Marks</li> </ul>	10
	<b>Total points for criterion (3)</b>	<b>25</b>
4	The bidder should have following certifications at the time of bid submission: <ul style="list-style-type: none"> <li>ISO 27001:2013 – 3 Marks</li> <li>ISO 9001:2008 / COPC 2014 or above – 3 Marks</li> <li>Both ISO 27001:2013 and ISO 9001:2008/COPC 2014 – 5 Marks</li> </ul>	5
	b) The bidder's average annual turnover during the last 3 years (2017-18, 2018-19 & 2019-20) <ul style="list-style-type: none"> <li>Rs. 80 Lakhs to 90 Lakhs - 5 Marks</li> <li>up to 91 lakhs to 1.0 Cr. - 10 Marks</li> <li>&gt; above 1.0 Cr. - 15 Marks</li> </ul>	15
	<b>Total points for criterion (4)</b>	<b>20</b>
5	The bidder must have successfully "completed/ongoing project with minimum duration of 1 year" running Toll free numbers project(s) for Central/state Govt./Pvt. <ul style="list-style-type: none"> <li>Minimum 3 projects - 5 Marks</li> <li>4 to 7 projects - 8 Marks</li> <li>8 and above projects - 10 Marks</li> </ul>	10
	<b>Total points for criterion (5)</b>	<b>10</b>
	<b>Total (1+2+3+4+5)</b>	<b>100</b>
	<b>Minimum Marks required to qualify for the opening of financial bid opening</b>	<b>60</b>

\*The bidder should meet all the five technical criteria's set out in the bid document and should not have nil/0 scoring in any criteria and overall.

## **29. Financial Evaluation and Comparison of Bids**

29.1 In order to evaluate Financial Bids, the Employer shall consider the following:

- (a) evaluation will be done for Items or Schedules / Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with ITB Para 12.
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 30
- (c) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 27

29.2 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 29 to determine the lowest evaluated bid. The comparison shall be on the basis of DDP (place of final destination) prices, together with prices for any required installation, training, commissioning and other services. The evaluation of a bid will exclude and not take into account IGST / SGST / CGST payable on the Goods and related services if the contract is awarded to the Bidder.

29.3 If Bidders are allowed to quote separate prices for different Schedules / Lots (contracts), the methodology to determine the lowest evaluated price of the Schedule / Lot (contract) combinations, including any discounts offered in the Letter of Financial Bid Form as specified in BDS.

## **30. Correction of Arithmetical Errors**

30.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.

30.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 30.1, shall result in the rejection of the Bid.

### **31. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

- 31.1 The Employer reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Employer shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **F. AWARD OF CONTRACT**

### **32. Award Criteria**

- 32.1 The Employer shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.
- 32.2 The contract shall not be awarded to more than one bidder by splitting the quantity as given in Schedule of Requirements.

### **33. Employer's Right to vary Quantities at the time of Award**

- 33.1 At the time the Contract is awarded, the Employer reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section IV, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.



## **34. Notification of Award**

- 34.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 34.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 34.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 34.1, requests in writing the grounds on which its bid was not selected.

## **35. Performance Security**

- 35.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Form included in **Section VIII: Contract Forms**, or another Form acceptable to the Employer.
- 35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 35.3 The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.

## **36. Signing of Contract**

- 36.1 Promptly after notification of Award, the Employer shall send the successful Bidder the Contract Agreement
- 36.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

## Section III – Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
	<b>A. General</b>
<b>ITB 1.1</b>	<p>The reference number of the Notice Inviting Bids (NIB) is: <b>T-18012/02/2015-TB (Pt. 1)</b></p> <p>The Employer is: <b>Central TB Division</b> Ministry of Health and Family Welfare Second Floor, Jeevan Vihar, Parliament Street New Delhi – 110001 Telephone: 011-23061428 Email: <a href="mailto:ctddelhi@rntcp.org">ctddelhi@rntcp.org</a></p>
<b>ITB 6.2</b>	Central Public Procurement Portal (CPPP) for <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
	<b>B. Bidding Documents</b>
<b>ITB 7.1</b>	<p>The Employer's address for the purpose of any clarification is:</p> <p><b>Dr. Sanjay Kumar Mattoo,</b> Jt. Director (Sr. CMO-NFSG) TB, <b>Central TB Division</b> Ministry of Health and Family Welfare Second Floor, Jeevan Vihar, Parliament Street New Delhi – 110001 Telephone: 011-23061428 Email: <a href="mailto:ctddelhi@rntcp.org">ctddelhi@rntcp.org</a></p> <p>Requests for clarification should be received by the Employer no later than: 05.00 PM on 24/06/2021.</p>
<b>ITB 7.2</b>	Central Public Procurement Portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
<b>ITB 8.1</b>	<p>Pre-Bid Meeting shall be scheduled: Yes</p> <p>Name of contact person: <b>Dr. Sanjay Kumar Mattoo,</b> Contact Details (Phone / Mobile / E-mail): 011-23061428, <a href="mailto:ctddelhi@rntcp.org">ctddelhi@rntcp.org</a></p> <p><b>Venue of Pre Bid Meeting :</b> <b>Central TB Division</b> Ministry of Health and Family Welfare Second Floor, Jeevan Vihar, Parliament Street New Delhi – 110001</p>

	Time and Date: 25/06/2021 at 11.00 AM
<b>ITB 9.2</b>	Central Public Procurement Portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The Bidder shall submit the following additional documents in its Bid: <i>[list any additional document not already listed in ITB 10.1 that must be submitted with the Bid]</i>
<b>ITB 12.4</b>	The price quoted by the Bidder shall be <b>fixed</b> during the Bidder's performance of the Contract and shall not be subject to variation on any account except the taxes and duties / GST payable on services under the contract.
<b>ITB 14.1</b>	The bid validity period shall be <b>120</b> days.
<b>ITB 15.1</b>	The amount of Bid Security shall be Rs. <b>Rs. 5,25,000/-</b>
<b>ITB 15.2</b>	The bid Security only drawn in the favour of <b>"PAO, Secretariat"</b> and payable at <b>New Delhi</b> , must be submitted along with the bids. Other acceptable forms of Bid Security: a) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India; or b) Bank Guarantee issued by a Scheduled Bank in India; or
<b>ITB 16.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of (a) <i>Power of Attorney</i> ; or (b) <i>Authorization Letter</i> ; or (c) <i>Notarized Affidavit</i>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 18.1</b>	Address for bid submission is: <b>Dr. Sanjay Kumar Mattoo,</b> Jt. Director (Sr. CMO-NFSG) TB, <b>Central TB Division</b> Ministry of Health and Family Welfare Second Floor, Jeevan Vihar, Parliament Street New Delhi – 110001  Telephone: 011-23061428 Email: <a href="mailto:ctddelhi@rntcp.org">ctddelhi@rntcp.org</a>  The deadline for Bid Submission is: 02.00 PM on 12/07/2021.

<b>ITB 21.1</b>	<p>The bid opening shall take place at</p> <p><b>Dr. Sanjay Kumar Mattoo,</b>  Jt. Director (Sr. CMO-NFSG) TB,  <b>Central TB Division</b>  Ministry of Health and Family Welfare  Second Floor, Jeevan Vihar, Parliament Street  New Delhi – 110001  Telephone: 011-23061428  Email: <a href="mailto:ctddelhi@rntcp.org">ctddelhi@rntcp.org</a></p> <p>The date and time for Bid opening is: 02.30 PM on 12/07/2021.</p>
<b>ITB 33.1</b>	<p>The maximum percentage by which quantities may vary is: <b>±50% (Fifty percent)</b></p>

## **Section IV – Scope of Services**

### **Requirement 1: Host Toll-Free Phone Numbers**

The 99DOTS project already uses 60 toll-free numbers (listed in Annex A). These numbers have already been printed on medication packaging and cannot be changed. Thus, the same numbers need to be preserved and transitioned to any future hosting provider.

Transitioning the numbers to a new host must be done with absolutely minimal down time (ideally, zero down time). Every minute that the numbers are inaccessible causes widespread confusion for patients and lapse of care by providers.

The toll-free numbers must remain accessible without charge for any mobile or fixed-line subscriber in India, regardless of their telecom company or telecom circle. If for any reason the numbers should become inaccessible to a subscriber, the host company needs to resolve that issue by interfacing with the subscriber and/or their telecom company. The numbers must have extremely high availability (24 hours per day, 7 days per week).

### **Requirement 2: Host PRI Phone Connections**

To support simultaneous calls to each toll-free number, it is necessary to host PRI phone connections. (PRI, which stands for Primary Rate Interface, is a standard enterprise offering for digital telecom services. Each PRI connection supports 30 parallel channels.) The PRI connections used for 99DOTS should be dedicated to the project and not shared across any other customers.

Following the standard practice, each of the toll-free numbers will be configured to search (or "hunt") for an available channel across all of the available PRI connections. The mapping between the toll-free phone numbers and the PRI connections is done internally and managed by the host (with support from a telecom company). End users do not need to know anything about the PRI connections.

The number of PRI connections needed depends on how many patients are using 99DOTS. Annex 2 provides a table of how many PRI connections are needed for a given volume of patients. For example, an annual volume of 5 lakh patients could be supported with 3 PRI connections (about 2 lakh calls per day), while a volume of 20 lakh patients could be supported with 7 PRI connections (roughly 7.9 lakh calls per day).

If the maximum patient volume is known at the time that a tender is created, then a precise number of PRI connections can be requested in the tender. If the maximum patient volume is still uncertain when the tender is created, then the tender can solicit a price per PRI connection from each bidder; the exact number of PRI connections can be finalized later, at the time of contracting/billing. The latter approach may be preferable as it enables ongoing modification to the number of PRI connections if the patient volume changes over time.

### **Requirement 3: Play an IVR message**

Whenever someone calls one of the toll-free numbers, they should have the following experience:

- (i) The call is answered immediately.
- (ii) A brief "thank you" message is played.
- (iii) The call hangs up automatically.

The audio recording of the "thank you" message will be supplied to the host. It is less than two seconds long.

Each call should be billed for a maximum of two seconds.

#### **Requirement 4: Relay Call Details via a Web API**

Immediately after every phone call, the host will convey the following details to the 99DOTS server via a Web API:

- (i) The caller ID of the person placing the call
- (ii) The phone number that was dialled
- (iii) The date and time of the call

The Web API follows a standard format (HTTP GET/POST) and will be communicated separately to the host.

If the 99DOTS server is inaccessible to the host at any point, then the call details need to be queued and replayed at a later time. The functionality of storing and replaying events is a mandatory requirement for all hosts, as any Internet-connected server may be temporarily unreachable for various reasons. Replay of events should be automatic and routine, without any manual intervention.

If there is any outage in the host's services, or anticipated outage in the future, then this must be communicated clearly to the concerned team that supports the 99DOTS server. Depending on the scope of outages on either side, events may need to be transferred manually and in bulk (e.g., via email) as opposed to via the Web API.

#### **Add-On Services**

In addition to the core functionality of 99DOTS, the host may also be asked to provide support for outgoing IVR services at a future time. These services would follow the standard practices for initiating outbound calls to users (via a Web API), playing predefined audio messages and potential IVR menu options, and relaying users' IVR menu selections back to the 99DOTS (via a Web API).

The 60 Toll free numbers are mentioned below:

Toll-free Numbers			
18003136110	18003137115	18003134466	18003133029
18003136112	18003137120	18003131090	18003133034
18003136113	18003137122	18003131324	18003133038
18003136114	18003137130	18003131412	18003133375
18003136115	18003137133	18003131611	18003137950
18003136120	18003137140	18003131619	18003137951
18003136122	18003137144	18003131720	18003137952
18003136130	18003137150	18003131866	18003137953
18003136133	18003138110	18003131877	18003137954
18003136140	18003138112	18003131895	18003137955
18003136150	18003138113	18003131913	18003137956
18003137110	18003138114	18003132299	18003137957
18003137112	18003138115	18003132365	18003137958
18003137113	18003138122	18003133022	18003137959
18003137114	18003138130	18003133025	18003138899
			18001231090

The number of PRI phone connections required depends on the number of 99DOTS patients that will be supported.

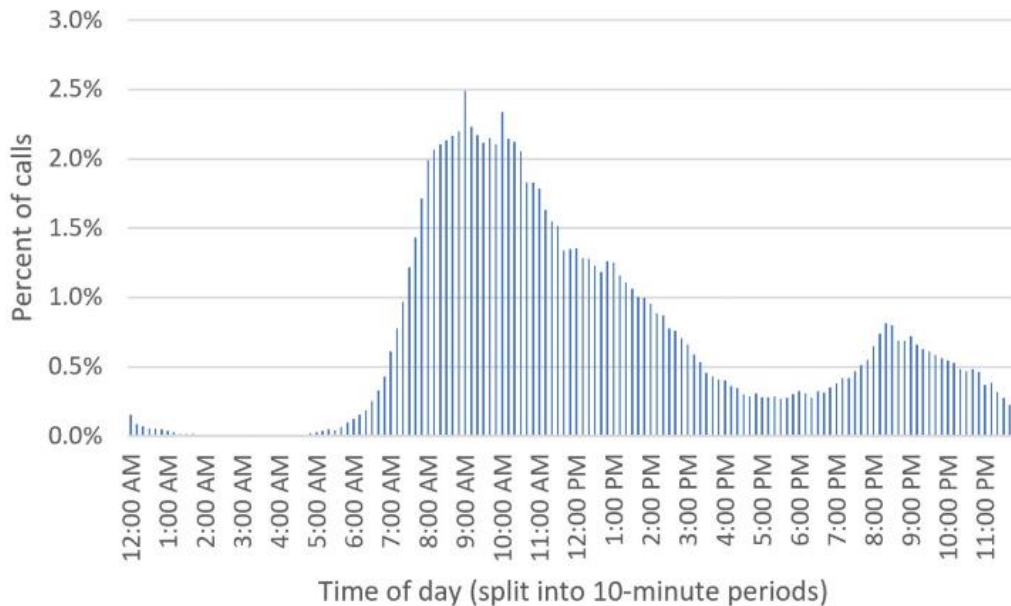
**Table 1:** Call volumes and PRI requirements for differing numbers of patients

<b>Patients per year on 99DOTS</b>	<b>Daily calls to 99DOTS</b>	<b>Number of simultaneous calls needed in infrastructure</b>	<b>PRI connections needed</b>
50,000	19,726	19	1
5,00,000	1,97,260	69	3
10,00,000	3,94,521	114	4
20,00,000	7,89,041	197	7

This analysis makes the following assumptions:

- Patients are on treatment for 180 days
- Patients call 99DOTS on 80% of days
- Phone calls last for 2 seconds for users and have 3 seconds of occupancy in the telecom infrastructure
- There is an added buffer of 30% to account for potential future variations in the daily calling patterns

The numbers above were obtained by simulating 1,000 days of random calls according to the daily pattern of phone calls that 99DOTS receives. This pattern was modelled after the actual calling distribution from Feb 15, 2020 and Mar 1, 2020 (see figure at right). The number of connections specified in the table is sufficient to handle the maximum amount of parallelism observed across all the simulated days.



#### **A. Duration of Contract:**

Total duration of the contract is 3 years. Within the three years the performance of the organization will be assessed on the yearly basis and the contract will be continued only after satisfactory performance of the previous year.

#### **B. Payment Schedule:**

The payment shall be released as per following schedule:

- i. No advance payments will be made to the bidder.
- ii. The payment towards telephonic services as indicated in the bid will be made on quarterly basis either by means of Cheque or through RTGS (Real Time Gross Settlement System)/ Core Banking/NEFT. The Bidder shall furnish the relevant details in original (Form No. 6 Bank Mandate Form) to make the payment through RTGS/ Core Banking/ NEFT and the change of Bank Account during the Validity of the bid will not be entertained normally.



iii. Payment structure

Sl. No.	Particulars	Deliverable	Remarks
1.	One time fees for setup	To be paid at the end of first quarter after completion of Setup within 24 hrs. from the date of Notification of Award (NOA)	Upon submission of invoice to the satisfaction and acceptance of Central TB Division
2.	Quarterly invoices	To be paid at the end of each quarter based on Pro-rata basis supported by call details.	Upon submission of invoice to the satisfaction and acceptance of Central TB Division

- iv. All bills/Invoices should be raised in original (one copy duplicate) and the bills should be drawn in the name of Central TB Division, Ministry of Health & Family Welfare (Government of India) and deposited in Room of Joint Director at Second Floor, Jeevan Vihar, Parliament Street, New Delhi-110001 or in the name of any other authority as may be designated.

- billing rate for incoming calls is done on a per-second basis
- incoming calls are billed for no more than two seconds

- v. CTD shall endeavour to make payment within 90 days of receipt of bill.

- vi. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable at rates as notified from time to time by Government of India.

## Section V – Bidding Forms

### 1. Letter of Technical Bid

*The Bidder must prepare the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

Date: [insert date (as day, month and year) of Bid Submission]

Bid Ref. No.: **Bid Document No. T-18012/02/2015-TB (Pt. 1)**

To,

DDG (TB),  
Central TB Division  
Ministry of Health and Family Welfare  
Second Floor, Jeevan Vihar, Parliament Street  
New Delhi – 110001

- (a) We have examined and have no reservations to the Bid Document, including Addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 3;
- (c) We offer to perform the services in conformity with the Bid Document and in accordance with the Scope of Services given in Section IV;
- (d) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Bid Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bid Document;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process;
- (g) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any Employer under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;

- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 2 of the Bid Document;
- (i) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract
- (j) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (k) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (l) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder

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Name of the person duly authorized to sign the Bid on behalf of the Bidder

---

Title of the person signing the Bid

---

Signature of the person named above

---

Date signed

---

## 2. Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Name of Consortium Partner (if any):
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document / PAN Card <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Audited Annual Report / Statement / Balance Sheet of last three Financial Years <input type="checkbox"/> Any other document

### 3. Form of Price Schedule

**FIN 1 : One time setup fees for all Toll Free Numbers (In INR Only)**

Description of Services	Qty. of Toll Free numbers	Lump sum Price of one time setup of all toll free Nos.	Taxes and duties on one time setup of all toll free Nos.	Total amount of one time set up fees with taxes and duties
	a	b	c = b * GST Applicable	d = b + c
One time setup fees of all toll free nos.	60			
<b>Total amount of one time set up fees with taxes and duties (FIN 1)</b>				

**FIN 2 : Rental for all Toll Free Numbers (In INR Only)**

Description of Services	Qty. of Toll Free Nos.	Monthly rental for per Unit toll free No.	Taxes and duties on One unit of toll free No.	Total monthly rental of all toll free Nos. inclusive applicable Taxes and duties	Total Annual Rental of all toll free Nos. inclusive applicable taxes and duties	Number of years for Telecom services	Total amount of toll free Nos. for 3 years inclusive taxes and duties
	a	b	c = b * GST applicable	d = a* (b + c)	e = d * 12	f	g = e * f
Total Rental of Toll Free Nos.	60					3	
<b>Total amount of toll free Nos. for 3 years with taxes and duties (FIN 2)</b>							

**FIN 3 : Price of PRI connection (In INR Only)**

Rental of PRI connection	Qty. of PRI Connections	Monthly rental for per Unit PRI Connection	Taxes and duties on per unit PRI Connection	Total monthly rental of PRI Connection inclusive applicable Taxes and duties	Total Annual Rental of PRI Connection inclusive applicable taxes and duties	Number of years for PRI Connection	Total amount of PRI Connections for 3 years inclusive taxes and duties
	a	b	c = b * GST applicable	d = a* (b + c)	e = d * 12	f	g = e * f
	4					3	
Total cost of PRI Connection (FIN 3)							

**FIN 4 : Financial Format for Inbound Call for per Second Pulse (it is estimated that the 10 lakhs patients will be put on 99 DOTs but the actual no. will be vary. These figures are used only for the tender evaluation**

Description of Services	duration of call / pulse (in seconds)	Unit price per second Pulse	Taxes and duties on the per second pulse call	Total cost of per second pulse inclusive taxes and duties	Number of calls for complete duration of treatment of 1 patient - (No. of Dose 168 + considering the prolongation of 2 month, Avg. has been taken as 200 calls)	No. of patient (Assumption around 10 Lakhs)	Total cost of calls for 10,00,000 patients (per year)	Total cost for three years
	a	b	c = b * GST applicable	d = a* (b + c)	e = d * 200	f = e * 10,00,000	g = e * f	h = g * 3
Inbound call for per second Pulse	1					10,00,000		
<b>Total Cost for three years for inbound calls for per second pulse (FIN 4)</b>								

*Note: bidders are requested to not to change the figures already mentioned in all the FIN forms.*

<b>Description of services</b>	<b>Total Costs (inclusive of all applicable taxes)</b>
<b>FIN 1</b> : One time setup fees for all Toll Free Numbers	-
<b>FIN 2</b> : Rental for all Toll Free Numbers	-
<b>FIN 3</b> : Price of 4 PRI connections	-
<b>FIN 4</b> : Financial Format for Inbound Call for per Second Pulse	-
<b>TOTAL CONTRACT PRICE = (FIN 1 + FIN 2 + FIN 3 + FIN 4)</b>	-

## 4. Proforma for Performance Statement

(last 3 years as on due date for submission of bids)

1	2	3	4	5	6	7	8	9
Sr. No.	Sector (Social (non-health) / Health / Others	Description of Services	Name of Client	Geography Covered (name of State / District)	Duration of performance of Services (from / to)	Completed period of performance of services as on due date for submission of bids (No. of Months)	Total contract amount (inclusive of all taxes and duties / GST)	Status of Project ( Ongoing / Completed)

Note: Please submit the following documents w.r.t. each services mentioned above:

- (iii) Copy of Agreement / Work Order / Letter of Notification of Award; and
- (iv) Client's Performance Certificate on Progress or completion of Project

## 5. Form of Bid Security

(Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

**Beneficiary:** *[Employer to insert its name and address]*

**Bid Ref. No.:** *[Employer to insert reference number for the Invitation for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder,]* (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Bid Ref. No. \_\_\_\_\_ ("the Bid Documents").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.



This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

---

*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## 6. Form of Bank Mandate Form

1	Company Name	
2	Postal Address of the company with Telephone No., Fax No. and email ID	
3	Name of the Managing Director/Director / Manager with Mobile / Phone / Email ID	
4	Name and Designation of the authorized company official with Mobile / Phone / Email ID	

**Date :**

**Signature :**

**Place :**

**Company Seal :**

**(Name of the person signing & designation)**

**Mandate Form contd..**

1	Name of the bank Branch Name & address, Branch Code No, Branch Manager Mobile No, Branch Telephone & Branch Email ID	
2	9-digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.	
3	IFSC code of the Branch	
4	Type of Account (Current / Savings)	
5	Account Number (as appear in Cheque book)	

(in lieu of the bank certificate to be obtained, please attach the original cancelled cheque issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Central TB Division, Ministry of Health and Family Welfare, responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a bidder /successful bidder.

**Date:****Signature****Place:****Company Seal****Name of the person  
signing with designation**

-----  
CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY  
ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address.  
authorized

Signature of the official of the bank

## 7. Notarized Undertaking by MSE Companies

(In 20- Rupees stamp paper)

- i. \_\_\_\_\_, S/o \_\_\_\_\_, Proprietor / Partner / Managing Director of \_\_\_\_\_ (Proprietary Concern / Firm / Company Ltd.) execute this undertaking for myself and on behalf of \_\_\_\_\_ (Proprietary Concern / Firm / Company Ltd.).
- ii. Whereas, Central TB Division (Bid Inviting Authority) has invited bids for testing of Anti TB drugs for 3 years and in pursuant to the conditions in the BID DOCUMENT documents. M/s \_\_\_\_\_ (Proprietary Concern/ Firm / Company Ltd.) having its Office at \_\_\_\_\_ is exempted from payment of Earnest Money Deposit.
- iii. In consideration of exempting M/s. \_\_\_\_\_ (Proprietary Concern/ Firm / Company Ltd.) from payment of Security Money, I undertake to pay the said sum without any demur on receipt of demand issued by the Bid inviting authority.

M/s \_\_\_\_\_

For Self and Firm / Company Ltd.

Signature and Seal

Witness: -

(1)

(2)

## 8. Near Relative Certificate

In case of Proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorized signatory of bid may also sign this bid on behalf of the entire directors/ partners/ proprietor).

This is to certify that none of my/our Company Directors' near relative as defined below currently works in Central TB Division, where I am/we are going to apply for the bid. I/We also agree to the condition that due to any breach of conditions by the company or firm or any other related person, the bid submitted on behalf of the company or firm will be cancelled and bid security will be forfeited at any stage whenever it is noticed and CTD will not pay any damage to the company or firm or the concerned person. The company or firm will also be debarred for further participation for the quoted item in CTD for a period of one year.

The near relatives for this purpose are defined as:

- a) Members of a Hindu undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife (Daughter in law), daughter(s) and daughter's husband (son in law), brothers(s) and brother's wife, sister(s) and sister's husband (brother in law).

Signature/Signatures (with Stamp)

## **Section VI - General Conditions of Contract**

## Section VI - General Conditions of Contract

### 1. General Provisions

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"><li>a) "Completion Date" means the date of completion of the Services by the bidder as certified by the Employer;</li><li>b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, <b>as named in SCC</b>;</li><li>c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;</li><li>d) "Employer" means the party who employs the Bidder <b>as specified in SCC</b>.</li><li>e) "GCC" means these General Conditions of Contract;</li><li>f) "Party" means the Employer or the Bidder, as the case may be, and "Parties" means both of them;</li><li>g) "Personnel" means persons hired by the Bidder or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</li><li>h) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li><li>i) "Specifications" means the specifications of the service included in the Bid Document submitted by the Bidder to the Employer</li><li>j) "Services" means the work to be performed by the Bidder pursuant to this Contract, as described in scope of services; and the Activities included in the Bidder's Bid.</li><li>k) "Subcontractor" means any entity to which the Bidders subcontracts any part of the Services</li></ul>
<b>1.2 Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Union of India.
<b>1.3 Language</b>	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4 Notices</b>	Any notice given by one party to the other pursuant to the Contract shall be in writing to the <b>address specified in the SCC</b> . The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice

	shall be effective from the time of sending of the electronic communication.
<b>1.5 Location</b>	
<b>1.6 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the BIDDER may be taken or executed by the officials <b>specified in the SCC.</b>
<b>1.7 Inspection and Audit by the Employer</b>	The Employer shall permit the Employer and/or persons appointed by the Employer to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Auditors appointed by the Employer, if requested.
<b>1.8 Taxes and Duties</b>	The Bidder, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
<b>1.9 Code of Integrity</b>	<p>The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Bidder and their representatives participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity</p> <p>Employer prescribes to the Employer and Bidder to uphold the Code of Integrity, which prohibits officers or employees of Employer or a person participating in a procurement process the following:</p> <ul style="list-style-type: none"> <li>a) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;</li> <li>b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</li> <li>c) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;</li> <li>d) improper use of information shared between the Employer and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;</li> <li>e) any financial or business transactions between the bidder and any officer or employee of the Employer, who are directly or indirectly related to tender or execution process of contract;</li> <li>f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;</li> <li>g) any obstruction of any investigation or audit of a procurement process;</li> </ul>



	<p>h) making false declaration or providing false information for participation in –</p> <ul style="list-style-type: none"> <li>- tender process or to secure a contract;</li> <li>- disclosure of Conflict of Interest;</li> <li>- disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Employer during the last three years or of any debarment by any other Employer</li> </ul> <p>In case of any breach of the Code of Integrity by a Bidder or a prospective Bidder, as the case may be, the Employer/Employer after giving a reasonable opportunity of being heard, may take appropriate measures including –</p> <ul style="list-style-type: none"> <li>a) exclusion of the Bidder from the procurement process;</li> <li>b) recovery of payments made by the Employer along with interest thereon at bank rate;</li> <li>c) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;</li> <li>d) debarment of the Bidder from participation in future procurements of the Employer for a period not exceeding three years.</li> </ul>
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## 2. Commencement, Completion, Modification, and Termination of Contract

<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be <b>stated in the SCC.</b>
<b>2.2 Commencement of Services</b>	
<b>2.2.1 Program</b>	Before commencement of the Services, the Bidder shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
<b>2.2.2 Starting Date</b>	The Bidder shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be <b>specified in the SCC.</b>
<b>2.3 Intended Completion Date</b>	Unless terminated earlier, the Bidder shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC.</b>
<b>2.4 Modification</b>	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract

	Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party
<b>2.5 Force Majeure</b>	
<b>2.5.1 Definition</b>	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
<b>2.5.2 No Breach of Contract</b>	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
<b>2.5.3 Extension of Time</b>	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
<b>2.5.4 Payments</b>	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
<b>2.6 Termination</b>	

<b>2.6.1 By the Employer</b>	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <p>(a) if the Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;</p> <p>(b) if the Bidder become insolvent or bankrupt;</p> <p>(c) if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>(d) if the Bidder, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.</p>
<b>2.6.2 By the Bidder</b>	<p>The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <p>(a) if the Employer fails to pay any monies due to the BIDDER pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the BIDDER is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
<b>2.6.3 Payment upon Termination</b>	<p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Bidder:</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</p>
<b>2.7 Liquidated Damages (LD)</b>	<p>Except as provided under GCC Clause 2.5, if the Supplier fails to perform the Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a</p>

	<p>sum up to a maximum deduction of the <b>10%</b> of the fees payable during that particular quarter as per Annexure 1.</p> <p>In case the LD limit exceeds 10% of a year's contract value then the Employer may terminate the contract.</p>
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### 3. Obligations of the Bidder

<b>3.1 General</b>	<p>The BIDDER shall perform the Services in accordance with the Scope of Services, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The BIDDER shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.</p>
<b>3.2 Conflict of Interests</b>	<p>3.2.1 The BIDDER shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.2 Conflict of interest for Employer or its personnel and BIDDER is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>3.2.3 Employer describes the situations in which an Employer or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following –</p> <ul style="list-style-type: none"> <li>a) Conflict of Interest occurs when the private interests of a Employer or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;</li> <li>b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Employer, employment after retirement from service or of relatives or the receipt of a gift that may place the Employer or its personnel in a position of obligation;</li> <li>c) Conflict of Interest also includes the use of assets of the</li> </ul>

	<p>Employer including human, financial and material assets, or the use of the office of the Employer or knowledge gained from official functions for private gain or to prejudice the position of someone the Employer or its personnel does not favor;</p> <p>d) Conflict of Interest may also arise in situations where the Employer or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favor, to benefit directly or indirectly from the decision or action of the Employer;</p>
	<p>3.2.4 The situations in which Bidder participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following-</p> <ul style="list-style-type: none"> <li>a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Employer that are directly or indirectly involved in or related to the procurement process or execution of contract;</li> <li>b) If they receive or have received any direct or indirect subsidy from any other bidder;</li> <li>c) If they have the same legal representative for purposes of the bid;</li> <li>d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;</li> <li>e) If they participate in more than one bid in the same bidding process;</li> <li>f) If they have controlling partners in common;</li> <li>g) If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;</li> </ul>
	<p>3.2.5 The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Service Provider, as well as any Sub-contractors and any entity affiliated with such Sub-contractor, shall be disqualified from providing goods, works or services resulting from or directly related to the Services for the preparation or implementation of the project.</p>
<b>3.3 Confidentiality</b>	<p>The Bidder, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential</p>

	information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
<b>3.4 Service Provider's Actions Requiring Employer's Prior Approval</b>	<p>The Bidder shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) entering into a subcontract for the performance of any part of the Services,</li> <li>(b) changing the Program of activities; and</li> <li>(c) any other action that may be <b>specified in the SCC</b>.</li> </ul>
<b>3.5 Reporting Obligations</b>	The Bidder shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
<b>3.6 Documents Prepared by the Service Provider to Be the Property of the Employer</b>	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Bidder in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software.
<b>3.7 Performance Security</b>	The Bidder shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

#### 4. Obligations of the Employer

<b>4.1 Assistance and Exemptions</b>	The Employer shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as <b>specified in the SCC</b> .
<b>4.2 Change in the Applicable Law</b>	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Bidder, then the fee payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 5.2, as the case may be.

<b>4.3 Services and Facilities</b>	The Employer shall make available to the Bidder the Services and Facilities as per scope of work mentioned in Section IV.
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## 5. Payments to the BIDDER

<b>5.1 Lump-Sum Contract Amount</b>	The payment to Bidder shall not exceed the Contract Price for carrying out the Services.
<b>5.2 Contract Price</b>	The price payable is <b>set forth in the SCC.</b>
<b>5.3 Terms and Conditions of Payment</b>	Payments will be made to the Bidder according to the payment schedule <b>stated in the SCC. Unless otherwise stated in the SCC,</b> No advance payment to the Bidder. All the payments shall be made after the Bidder have submitted an invoice to the Employer specifying the amount due.

## 6. Settlement of Disputes

<b>6.1 Amicable Settlement</b>	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
<b>6.2 Dispute Settlement</b>	In case of a dispute or difference arising between CTD and the agency relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi with the provisions specified in the <b>SCC.</b>

## Section VII - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is <b>“Proposals for Telecom Technology Services (60 Toll Free Lines in use of 99 DOTS) under NTEP project”</b>
1.1(d)	The Employer is <b>Central TB Division</b> Ministry of Health and Family Welfare (Government of India) Second Floor, Jeevan Vihar, Parliament Street, New Delhi – 110001
1.4	a. All notices or communications relating to and arising out of this bid and any consequent agreement or any of the terms thereof shall be considered duly served on or given to the bidder through an official email as provided by the bidder  b. Bidders are advised to watch for amendments, if any, which may be issued prior, date of submission of bids by tender inviting authority on the website: <a href="http://www.tbcindia.gov.in">www.tbcindia.gov.in</a> and <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> for which CTD will not issue any separate communication to individual bidders.
1.6	<b>The Authorized Representatives are:</b>  <b>For the Employer:</b> <i>Representative from Central TB Division</i>  <b>For the BIDDER:</b> <i>Authorized representative of Bidder</i>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
3.4(c)	The other actions are _____.]
4.1	The assistance and exemptions provided to the BIDDER are: _____
5.2	The total amount is _____.



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5.3	<p>Payments shall be made according to the following schedule:</p> <ol style="list-style-type: none"> <li>a. No advance payments towards the set up of toll free nos. will be made to the bidder.</li> <li>b. The payment shall be made on quarterly basis either by means of Cheque or through RTGS (Real Time Gross Settlement System)/ Core Banking/NEFT. The Bidder shall furnish the relevant details in original (Form No. 6 Bank Mandate Form) to make the payment through RTGS/ Core Banking/ NEFT and the change of Bank Account during the Validity of the bid will not be entertained normally.</li> <li>c. All bills/Invoices should be raised in original (one copy duplicate) and the bills should be drawn in the name of Central TB Division, Ministry of Health &amp; Family Welfare (Government of India) and deposited at Second Floor, Jeevan Vihar, Parliament Street New Delhi-110001 or in the name of any other authority as may be designated.</li> <li>d. CTD shall endeavour to make payment within 90 days of receipt of bill.</li> <li>e. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable at rates as notified from time to time by Government of India.</li> </ol>
6.2	<p>In the event of any dispute arising out of the bid such dispute would subject to the jurisdiction of the Civil Court within the city of New Delhi only.</p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate professional body]</i></li> </ol> </li> </ol>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the BIDDER shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate appointing authority]</i>.</p> <p>c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration and Conciliation Act, 1996 as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>a) proceedings shall be held in Delhi, <i>India</i></p> <p>b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority)</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.



## **Section VIII - Contract Forms**

# 1. Letter of Acceptance

*[on letterhead paper of the Employer]*

..... **date.** .....

To: *[insert name and address of the successful bidder]*

Subject: **Contract No.** .....

This is to notify you that your Bid dated \_\_\_\_\_ *[insert **date of bid submitted by the bidder**]* for the execution of \_\_\_\_\_ *[insert **brief description of services**]* against Bid Ref. No. \_\_\_\_\_ *(insert **Bid Ref. No.**)* is hereby accepted by the Employer for the Contract Amount of Rs. \_\_\_\_\_ *[insert **amount in numbers and words**].*

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose of Performance Security Form included in Section VIII, Contract Forms of the Bid Documents.

Authorized Signature: .....

Name and Designation of Signatory: .....

Name of Employer: .....

## 2. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the "Employer") and, on the other hand, *[name of Agency]* (hereinafter called the "Private Provider Support Agency or BIDDER").

### WHEREAS

- (a) the Employer has requested the Agency to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Agency, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Special Conditions of Contract;
- (c) the General Conditions of Contract;
- (d) the Price Schedule; and
- (e) The following Appendices:
  - Appendix A: Description of the Services
  - Appendix B: Schedule of Payments

2. The mutual rights and obligations of the Employer and the BIDDER shall be as set forth in the Contract, in particular:

- (a) the BIDDER shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the BIDDER in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

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*[Authorized Representative]*

For and on behalf of *[name of BIDDER]*

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*[Authorized Representative]*



## **Appendices**

### **Appendix A –Scope of Services (Section IV)**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*

### **Appendix B - Schedule of Payments and Reporting Requirements (Section IV: B)**

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### 3. Performance Security

#### Bank Guarantee

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of BIDDER]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Services of *\_ [insert name of contract and brief description of the Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] () [insert amount in words]*,<sup>1</sup> such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion dates described in GC Clause 18.4. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## Annexure 1 - Liquidated Damages (LD)

No.	Measurement	Definition	Measurement Interval	Target	Penalty	Measure	Verification Tool <sup>1</sup>
1	Service Availability	The service availability measurement is used to determine that the service meets the requirement for availability as agreed.	Quarterly	>=99.5% >=98.5% but <99.5% >=97% but <98.5%	Nil 3.0% of billed amount 5% of billed amount	Time Period – Scheduled Downtime – Unscheduled Downtime x 100 / Time Period – Scheduled Downtime	Service Uptime report
2	Incident resolution (Incident: An event that causes an interruption to, or a reduction in, the quality of the offered Service)	Measures the ability to return the Service to a fully operational state or to respond effectively to requests for advice and guidance.	Quarterly	Priority Level 1 ( $\geq 1$ ) Priority Level 2 ( $> 2$ ) Priority Level 3 ( $> 3$ ) Priority Level 4 ( $> 4$ )  <i>Priority levels defined below in Table 2</i>	5 % of billed amount 4 % of billed amount 3 % of billed amount 2 % of billed amount	Number of Priority Level incidents exceeding incident resolution time	Incident resolution report
3	Incident response (Incident Response Time: the length of time taken for a first response to the Client, once an incident has been logged)	The incident response time targets are intended to ensure that incidents are handled promptly, professionally and appropriately. The Operations Team is responsible for commencing the investigation at the onset of the incident and will contact the Client's representative within the response times given	Quarterly	Priority Level 1 (Not Once) Priority Level 2 ( $> 2$ ) Priority Level 3 ( $> 3$ ) Priority Level 4 ( $> 4$ )	5 % of billed amount 4 % of billed amount 3 % of billed amount 2 % of billed amount	Total responses outside incident response time	Incident response report
4	Reliability	Measures the reliability of the Service in terms of the numbers of incidents by Priority Level.	Quarterly	S1 = Priority Level 1 incidents ( $> 1$ ) S2 = Priority Level 2 incidents ( $> 3$ )	5% of the billed amount 4% of the billed amount	Number of Priority Level incidents over a period (priority 1 being highest in the list)	Reliability report

No.	Measurement	Definition	Measurement Interval	Target	Penalty	Measure	Verification Tool <sup>1</sup>
5	Number of retries (Retry- In case an API request to Nikshay to report a call fails, agency to have a mechanism to retry the API request atleast 3 times within 10 min)	Measures the retries conducted to forward calls to Nikshay	Half hourly/ Daily	When forwarding call events to Nikshay, the provider should be able to retry at least 3 times at 5-minute intervals	Nil	Average number of retries per failed call	-Email alerts every 30 min for any failure  -Automated reports <sup>1</sup> of failures everyday  -Offline reports <sup>2</sup>

1. Automated email alerts every 30 minutes (for the last 30 minutes) and every 24 hours (combined for the last 24 hours) for all calls which have failed to be recorded in Nikshay (API request failure even after retries).
2. Offline reports to be made available for additional monitoring and analysis. This should include all calls not just the ones which were not reported via the API.

**Priority levels are defined as below.**

**Table 1 Priority level definition**

Priority Level	Business Impact summary
<b>Level 1</b>	
<b>Critical</b>	A complete outage where the Service cannot be accessed, affecting more than 75% of users
<b>Level 2</b>	
<b>Major</b>	Service affecting or partial outage, including intermittent failures, affecting more than 50% of users
<b>Level 3</b>	
<b>Minor</b>	Minor Service impact on system functions or affecting only single users. No direct impact on full-service availability.
<b>Level 4</b>	
<b>Low</b>	Low impact on the Service or system functions.

#### **Incident Handling: -**

- The Supplier's Support team is responsible for actively monitoring, detecting and resolving faults within the Service. The Supplier operates a trouble ticketing system recording all the incidents reported by the Client or the Supplier's internal users / Support team.
- The Support team will provide the Client with a ticket number and regular updates at agreed intervals of the progress in incident handling and rectification process wherever applicable.

- The Supplier will endeavour to restore service in accordance with the resolution times provided below. Once a P1 incident has been closed, the Supplier will provide a Root Cause Analysis report with a concise description of the cause, impact and action taken to remedy such occurrences, when requested to do so by the Client.

### Response Times

The response time is the target time from the time an incident report is logged at the Service Desk to the time an initial response is sent back to the Client.

### Resolution Times

The resolution time is the time that the Supplier commits to restore the service to a level acceptable to the Client.

The following incident resolution definitions apply:

Resolution: allow end users to use the Service without noticeable degradation in the Service as per the requirements of that priority level.

Follow the below mentioned response and resolution time.

Priority	Response	Temp Fix	RCA (from Workaround)	Permanent Fix	Availability
P1	15 min	2 hrs.	3 days	1 weeks	99.5%
P2	15 min	4 hrs.	5 days	2 weeks	
P3	30 min	8 hrs.	10 days	4 weeks	
P4	60 min	24 hrs.	NA	NA	

### Payment

The penalty percentages applicable for violation of Service Levels are specified in the table above. In a quarter, the penalty shall be capped to 10% of the fees payable during that quarter. The overall penalty shall be capped to 10% of total fees payable for the service phase. If vendor continuing fails to providing services upto the mark as mentioned in the bid document, the employer may terminate the contract and debarred the service provider for three years for participating any tender published by State/UT Government/Central Government / its Procurement Agencies.