

Request for Proposal (RFP)
for
**Selection of Patient Provider Support Agency (PPSA) for
Providing Tuberculosis Related Services under NTEP for
[Number of Districts] of [State Name].**

RFP Ref. No.: _____

[RFP identification number]

Name & Address of the Procurement Entity

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ABBREVIATIONS

ACF	Active Case Finding
AERB	Atomic Energy Regulatory Board
AY	Assessment Year
FY	Financial Year
CB-NAAT	Cartridge Based Nucleic Acid Amplification Test
C&DST	Culture and Drug Susceptibility Test
DBT	Direct Benefit Transfer
DHS	District Health Society
DOTS	Directly Observed Treatment Short course
DR-TB	Drug Resistant - Tuberculosis
DTC	District Tuberculosis Centre
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESI	Employee State Insurance
FDC	Fixed Dose Combinations
F-ICTC	Facility Integrated Counselling and Testing Centers
LLP	Limited Liability Partnership
GST	Goods and Services Tax
HIV	Human Immunodeficiency Viruses
ITR	Income Tax Returns
ITP	Instructions to Proposers
TBI	TB Infection
LoI	Letter of Intent
MDR - TB	Multi - Drug Resistant Tuberculosis
MoA	Memorandum of Association
MSME	Micro, Small & Medium Enterprises
NACO	National Aids Control Organization
NHM	National Health Mission
NIC	National Informatics Centre
NPY	Nikshay Poshan Yojana
NTEP	National Tuberculosis Elimination Program
PPIA	Private - Provider Interface Agency
PPM	Public Private Mix
PPMC	Public Private Mix Coordinators
PPSA	Patient Provider Support Agency (PPSA)
PS	Performance Security
QCBS	Quality and Cost Based Selection
NTEP	National Tuberculosis Elimination Programme
RFP	Request for Proposal
RR	Rifampicin Resistant
SOP	Standard Operating Procedures
STCI	Standards of TB Care in India
STO	State Tuberculosis Officer
TB	Tuberculosis
UIDAI	Unique Identification Authority of India
WHO	World Health Organization

DISCLAIMER

1. This Request for Proposal (RFP) document is neither an agreement nor an offer by the **State/National Health Mission**, (hereinafter referred to as “Procurement Entity”) to the prospective Proposers or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their Proposal pursuant to this RFP. The term “Agency” denotes any proposer, who is empaneled for PPSA in the concerned State.
2. Procurement Entity does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for procurement entity to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by procurement entity in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Proposer may require. Each prospective Proposer should conduct its own assessment and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. Procurement Entity will not have any liability to any prospective Proposer/ Firm/ or any other person under any laws (including without limitation the law of contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of procurement entity or their employees, any agency or otherwise arising in any way from the selection process for the assignment. Procurement entity will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Proposer upon any statements contained in this RFP.
4. Procurement Entity will not be responsible for any delay in receiving the Proposals. The issue of this RFP does not imply that procurement entity is bound to select a Proposer or to appoint the selected Proposer, as the case may be, for the services and procurement entity reserves the right to accept/reject any or all of Proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. Procurement Entity also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Proposal.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Procurement entity accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. Procurement Entity reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the State e-Procurement Portal, i.e.,

Section I – Request for Proposals for Selection of Patient Provider Support Agency (PPSA)

RFP Ref. No. _____

Dated: _____

- A. The Procurement Entity intends to select agency(ies) via e-tendering for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) in districts in the state of with the aim of increasing notification of TB patients who seek care in private sector, and ensuring successful treatment outcomes. The PPSA shall work as an interface agency between the State Health Society, NTEP, NHM, and private health sector, and shall be providing patient centric services at all levels. The PPSA as a package shall cover entire spectrum of services including provider management, diagnostic linkages, drug linkages, HIV testing, DST linkages, facilitating notification, provider incentives and patient support services.
- B. This RFP is being issued for ----- districts of -----State. Details of districts / clusters are provided at -----
- C. The RFP Document may be freely downloaded by interested eligible Proposers from the e-procurement portal -
- D. The Proposer/agency can Propose for either one or more clusters / districts. However, in case the Proposer applies for two or more cluster / districts, then it shall be required to submit applicable Earnest Money Deposit (EMD) and Performance Security (PS) for respective cluster / districts separately.
The payment of EMD is not applicable to the entities falling under Micro, Small & Medium Enterprises (MSME) and the firms registered with concerned Ministries/ Departments. All the Proposers who are eligible to avail the exemptions for EMD, must upload/provide the exemption certificate with RFP document.
- E. The Proposers, who have downloaded the RFP Documents, shall be solely responsible for checking above e-procurement portals for any addendum/amendment issued, subsequent to publication of this RFP and take the same into consideration while preparing and submitting their Proposals.
- F. The official representatives from the Agency are invited to attend the pre-bid meeting at the address mentioned in the Table below. Please note that non-attendance at the pre-bid meeting will not be the cause of disqualification of the Proposers.
- G. Proposers should send their written requests for clarification over email [*insert email id*], if any, up to [*insert time and date*].
- H. Proposals must be submitted online on the e-procurement portal on or before [*insert time and date*] by adhering to the Proposal submission process specified in **Section D. Submission and Opening of Proposals** at the e-procurement portal
- I. The Proposals will be opened on In the presence of the Proposers' designated representatives who choose to attend. Please note that non-attendance at the pre-proposal meeting will not be the cause of disqualification of the proposers.
- J. At any time prior to the deadline for submission of Proposal, Procurement Entity may, for any reason deemed fit by it, modify the RFP document by issuing suitable amendment(s) to it. Such amendment will be notified on the e-procurement portal (.....) only. Any agency who has downloaded the RFP should check for amendments, if any, issued on the e-procurement portal and Procurement Entity will not issue a separate communication to them. Procurement Entity shall not be responsible in any manner, if the prospective Proposers miss any notifications placed on the given e-procurement portal.

K. Procurement Entity will not accept any Proposal which will be received after the stipulated date and time.

L. Schedule of Events:

Sr No	Particular	Details
1	Name of Work	Selection of "Patient Provider Support Agency" for TB Care in Private Sector in the State of
2	Date of Publication of RFP Document
3	Last Date of receiving written queries
4	Pre-bid Meeting Date/Time /Venue
5	Last Date / Time for receipt of Proposals (Technical and Financial Proposals)
6	Date / time for opening of Technical Proposal
7	Date/time for opening of Financial Proposal
8	RFP Processing Fee (Non-refundable) (INR)
9	Earnest Money Deposit (EMD) Amount (INR)
10	Contact details (Name, Designation, Email & Phone No.)

Note –

- a) Interested Proposers may obtain further information about this Request for Proposal (RFP) from the office of
- b) Schedule May Change in case if any day is declared a Holiday.

- M. The Proposal must be accompanied by **Earnest Money Deposit (EMD)** of Rs per cluster / district **in favour** of "....." payable atin the form of insurance surety bonds¹, account payee demand draft, fixed deposit receipt, banker's cheque or bank guarantee from any of the commercial bank or online payment in an acceptable form (as the case may be). In case of offline mode of EMD submission, original copy of the financial instrument to be submitted, in case of online mode of payment, the receipt should be enclosed with proposal.
- N. Payment of RFP Processing Fee and EMD is not applicable to the entities falling under Micro, Small & Medium Enterprises (MSME) and the firms registered with concerned Ministries/ Departments. Proposers, who are eligible to avail the exemptions must upload the exemption certificate along with their Proposal.
- O. Other than above-cited entities, no Proposer is exempted from submitting the EMD. Proposals without EMD shall be summarily rejected.
- P. **RFP Processing Fee amount for the sum of Rs. / - (..... rupees)** to be paid through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit / Debit Card) only to for centralized e-Procurement. However,

¹

<https://doe.gov.in/sites/default/files/Amendment%20to%20General%20Financial%20Rules%202017%20to%20include%20Insurance%20Surety%20Bonds%20as%20Security%20Instrument.pdf>

payment of RFP Processing Fee is not applicable to the entities falling under Micro, Small & Medium Enterprises (MSME) and the firms registered with concerned Ministries/ Departments.

- Q. The technical and financial Proposals must be submitted/uploaded through e-Procurement Portal (.....) before the date and time specified in the RFP. The Procurement Entity doesn't take any responsibility for the delay / Non-Submission of Proposal/ Non-Reconciliation of online Payment caused due to non-availability of internet connection, network traffic/ holidays or any other reason.
- R. The Proposal documents shall be submitted in the mode as mentioned below:

(1) Earnest Money Deposit (EMD)	*Offline & Online Note: EMD should not have been issued on a date later than the last date for submission of online Proposal document i.e., DD/MM/YYYY (Mention the day)
(2) Technical Proposal(s)	Online
(3) Financial Proposal(s)	Online

**Note : EMD will be in the form of insurance surety bonds, account payee demand draft, fixed deposit receipt, banker's cheque or bank guarantee from any of the commercial bank or online payment in an acceptable form (as the case may be). In case of offline mode of EMD submission, original copy of the financial instrument to be submitted, in case of online mode of payment, the receipt should be enclosed with proposal.*

- A. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the Procurement Entity, the EMD will be received on the next working day at the scheduled time.
- B. Procurement Entity reserves the right to accept or reject any or all Proposals or change the terms and conditions of RFP or cancel the RFP without assigning any reasons at any stage and time.
- C. No contractual obligation whatsoever shall arise from the RFP document/process unless and until a formal contract is signed and executed between Procurement Entity and the Agency.
- D. Procurement Entity disclaims any factual or other errors in the RFP document (the onus is purely on each Proposers to verify such information) and the information provided therein are intended only to help the Proposers to prepare a Proposal in accordance with the terms and conditions as set out in this RFP document/process
- E. For further enquiry and information, please contact the following numbers during office hours (09:30 AM to 6:00 PM) on all working days-
.....
- F. All further notifications/corrigendum/addendum, if any, shall be posted on e-Procurement Portal and shall be binding on all the Proposers.

Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal (.....), "Zero" has been mentioned by Office of The actual value of the project depends on the rate decided by this RFP and therefore due to this, it has been mentioned "Zero". However, the Proposers will be required to do financial estimations on their own and quote the Proposals based on the terms and conditions mentioned in the RFP document.

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Section II – Instructions to Proposers

A. GENERAL INFORMATION

1. Introduction

- 1.1. In connection with the Request for Proposal (RFP) for **Selection of Patient Provider Support Agency (PPSA)**, the Procurement Entity will select an Agency in accordance with the method of selection specified in the RFP. The selection of Agency shall be on the basis of an evaluation by Procurement Entity through the selection process specified in this RFP (the “Selection Process”). Proposers shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Procurement Entity’s decisions are final without any right of appeal whatsoever.
- 1.2. The Proposers are invited to submit Technical and Financial Proposals (collectively called as “the Proposal”), as specified in the Schedule of RFP, for the services required for the assignment. The Proposal will form the basis for grant of award of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Scope of Work (the “SoW”) **in Section IV**.
- 1.3. This Section provides the relevant information as well as instructions to assist prospective Proposer in preparation and submission of Proposals. It also includes the mode and procedure to be adopted by the Procurement Entity for receipt, opening, scrutiny and evaluation of Proposals and subsequent placement of award of contract.
- 1.4. The Proposer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its Proposal including preparation, submission and subsequently processing the same. The Procurement Entity shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.
- 1.5. The Procurement Entity is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to execution of the Contract, without thereby incurring any liability to the Proposers.
- 1.6. Proposal submitted by the Proposer and all subsequent correspondences and documents relating to the Proposal exchanged between the Proposer and the Procurement Entity, shall be written in English language. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.
- 1.7. **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by competent authority, whose decision shall be final.
- 1.8. **Registration of Proposer:** To participate in the e-tendering process, the Proposer is required to get itself registered with State Government Centralized e-Procurement Portal, i.e., The Proposer is required to visit e-procurement portal.

- 1.9. Digital Signature certificate (DSC): Each Proposer is required to obtain a class-II or Class-III Digital Signature Certificate (DSC).

2. Code of Integrity

- 2.1. The Procurement Entity and all officers or employees of the Procurement Entity, whether involved in the procurement process or otherwise, and Proposers 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 Procurement Entity prescribes to uphold the code of integrity, which prohibits officers or employees of Procuring Entity and Proposers, 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, Proposal rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - (iv) improper use of information shared between the Procurement Entity and the Proposers with an intent to gain unfair advantage in the procurement process or for personal gain;
 - (v) any financial or business transactions between the Proposer and any officer or employee of the Procurement Entity, who are directly or indirectly related to RFP 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 -
 - procurement process or to secure a contract;
 - disclosure of Conflict of Interest;
 - disclosure by the Proposer 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 Procurement Entity.
- 2.3. In case of any breach of the Code of Integrity by a Proposer or a prospective Proposer, as the case may be, the Procurement Entity after giving a reasonable opportunity of being heard, may take appropriate measures including –
- (i) exclusion of the Proposer from the procurement process;
 - (ii) calling off of pre-contract negotiations;
 - (iii) forfeiture or encashment Earnest Money Deposit;
 - (iv) recovery of payments made by the Procurement Entity along with interest thereon at bank rate;
 - (v) cancellation of the relevant contract and recovery of compensation for loss incurred to the Procurement Entity;
 - (vi) debarment of the Proposer from participation in any future procurements of any Procuring Entity for a period not exceeding three years.

3. Conflict of Interest

- 3.1. Conflict of Interest for a Procurement Entity or its personnel and Proposers is considered to be a situation in which a party has interests that could improperly influence the performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations

3.2. The situations in which a Procuring Entity 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 Procurement Entity 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 Procurement Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procurement Entity or its personnel in a position of obligation;
- c) Conflict of Interest also includes the use of assets of the Procurement Entity including human, financial and material assets, or the use of the office of the Procurement Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procurement Entity or its personnel does not favour;
- d) Conflict of Interest may also arise in situations where the Procurement Entity 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 Procurement Entity.

3.3. The situations in which Proposers 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 have any relationship or financial or business transactions or interests with any official of the Procurement Entity 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 Proposer;
- c) If they have the same legal representative for purposes of the Proposal;
- 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 Proposal of another;
- e) If they participate in more than one Proposal in the same bidding process;
- f) If they have controlling partners in common;
- g) If a Proposer 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;

3.4. In the 'Letter of Technical Proposal' to be submitted by the Proposer, as per format given in **Section IV - Proposal Forms**, all Proposers shall provide a signed statement that the Proposer 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.

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

related sister or subsidiary companies. Such Proposers must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

4. Eligible Proposers

- 4.1. Proposer should 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 Proposer can't be an individual or group of individuals.
- 4.3. In the 'Letter of Technical Proposal' to be submitted by the Proposer, as per format given in **Section IV - Proposal Forms**, Proposers shall provide a signed statement that the Proposer fulfils the eligibility requirements given in the RFP document.

5. Number of Proposals:

- 5.1. No Proposer shall submit more than one Proposal per cluster/district (mentioned in section I). A Proposer bidding shall not be entitled to submit another Proposal either individually or as a member of any proposer.

6. Right to reject any or all Proposals:

- 6.1. Notwithstanding anything contained in this RFP, the Procurement Entity reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 6.2. Without prejudice to the generality of above, the Procurement Entity reserves the right to reject any Proposal if:
 - at any time, a material misrepresentation is made or discovered, or
 - The Proposer does not provide, within the time specified by the Procurement Entity, the supplemental information sought by the Procurement Entity for evaluation of the Proposal.
- 6.3. Such misrepresentation/ improper response by the Proposer may lead to the disqualification of the Proposer. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Proposer gets disqualified/ rejected, then the Procurement Entity reserves the right to consider the next best Proposer or take any other measure as may be deemed fit in the sole discretion of the Procurement Entity, including annulment of the Selection Process.

7. Acknowledgement by Proposer,

- 7.1. It shall be deemed that by submitting the Proposal, the Proposer has:
 - made a complete and careful examination of the RFP;
 - received all relevant information requested from the Procurement Entity;
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Procurement Entity;
 - satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Proposal and performance of all its obligations there under;

- acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertaking provided by it under and in terms hereof.
- 7.2. The Procurement Entity and/ or its advisors/ officials shall not be liable for any omission, mistake or error on the part of the Proposer in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process, including any error or mistake therein or in any information or data given by the Procurement Entity and/ or its officials.

8. Selection of Agency

- 8.1. Procurement Entity shall be adopting the **QCBS (Quality and Cost Based Selection)** methodology for selection of agency for each division, where in 65% weightage shall be given to technical evaluation score based on the technical Proposals and 35% weightage shall be given to the financial evaluation score based on the financial Proposal.
- 8.2. The contract agreement in each cluster/ district shall be signed at State Level between the Proposer [*whose combined score i.e. technical and financial evaluation) is the highest in the concerned cluster(s)/district (s)*] and Procurement Entity, subject to all conditions laid down in the RFP document.
- 8.3. As part of the evaluation, a Proposer must fulfil the Minimum Qualification Criteria. In case a Proposer does not fulfil the Minimum Qualification Criteria, the Proposal of such a Proposer will not be evaluated further.

B. RFP DOCUMENT

9. Content of RFP Document

- 9.1. The RFP Document include the following Sections:
- Section I Notice Inviting Proposals
 - Section II Instructions to Proposers
 - Section III Scope of Work
 - Section IV Proposal Forms
- 9.2. Unless downloaded directly from the Procurement Entity's e-procurement portal, Procurement Entity shall not be responsible for the correctness of the RFP document, responses to requests for clarification, the minutes of the Pre-bid meeting, if any, or amendment(s) to the RFP Document in accordance with ITP Para 9.
- 9.3. Proposers are expected to examine all instructions, forms, terms, and specifications in the RFP documents and to furnish with its proposal all information or documentation as is required by the RFP documents.

10. Clarifications of RFP Document

- 10.1. A prospective Proposer requiring any clarification regarding terms & conditions, technical specifications etc. given in the RFP documents may submit written request for clarifications on email within 7 (seven) days from the date of RFP publication.
- 10.2. All the Proposers will be notified of response to clarifications only through eProcurement portal Any Proposer who has downloaded the RFP document should watch for clarifications, if any, issued on the above-mentioned portal. Procurement Entity will not issue separate communication to them.

10.3. The Procurement Entity shall not be responsible in any manner if a prospective Proposer fails to notice any notifications placed on the procurement portal

11.Pre-Bid Meeting

11.1. In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the RFP document, a pre-bid meeting has been scheduled to be held in the office of Procurement Entity as per details given hereunder:

Date & Time:	DD/MM/YYYY (Mention the day) at 00:00 AM
Venue:	
Contact Details:	

11.2. During the pre-bid meeting, the clarification sought by representative of prospective Proposers shall be responded appropriately. However, they shall clarify and will be asked to submit their written request as specified in terms of Clause 10. The Procurement Entity shall upload written response on the eProcurement Portal to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Clause 12, above shall be issued, which shall be binding on all prospective Proposers.

12.Amendments to RFP Document

- 12.1. At any time prior to the deadline for submission of proposals, the Procurement Entity may, for any reason deemed fit by it, modify the RFP by issuing suitable amendment(s) to it.
- 12.2. To afford the Proposers a reasonable time for taking the amendments into account, or for any other reason, the Procurement Entity may at its discretion extend the proposal submission date.
- 12.3. Such an amendment will be notified on eProcurement Portal and the same shall be binding to all prospective Proposers.
- 12.4. Any Proposer who has downloaded the RFP document should watch for amendment, if any, issued on the above eProcurement Portal and the Procurement Entity will not issue separate communication to them. The Procurement Entity shall not be responsible in any manner if prospective Proposers miss any notifications placed on mentioned e-Procurement Portal

C. PREPARATION OF PROPOSALS

13.Preparation of Proposals

13.1. The Proposal documents shall be submitted in the mode as mentioned below: -

(1)	Earnest Money Deposit (EMD)	Offline & Online Note: EMD should not have been issued on a date later than the last date for submission of online proposal document i.e., DD/MM/YYYY (Mention the day)
(2)	RFP Processing Fee	Online
(3)	Technical Proposal	Online
(4)	Financial Proposal	Online

- 13.1. Proposers are requested not to submit the hard copy of Financial Proposal. In case the hard copy of financial proposal is submitted, the proposal shall be straight away rejected. Also, uploading of the financial proposal in technical proposal will result in rejection of the proposal.
- 13.2. The Technical Proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the technical proposal.
- 13.3. The RFP shall be duly signed and approved by the authorized person / appropriate authority, at the appropriate places as indicated in the RFP documents and all other pages of the RFP including printed literature, if any shall be initialled by the same person(s) signing the RFP. The RFP shall not contain any erasure or overwriting, except as necessary to correct any error made by the Proposer and, if there is any such correction; the same shall be initialled by the person(s) signing the RFP. The entire document being part of RFP document should be page numbered. The Authorization Letter shall also be furnished along with the RFP.
- 13.4. Proposers should note the last date of Proposal submission, as specified in Schedule of RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Procurement Entity, and the evaluation will be carried out only based on documents received by the closing time of Proposal due date as specified in Schedule of RFP. Proposers will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Procurement Entity reserves the right to seek clarifications in case the Proposal is non-responsive on any aspects.
- 13.5. A person signing (manually or digitally) the RFP form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the Procurement Entity may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 13.6. Financial Proposal: While preparing the Financial Proposal, Proposers are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the assignment. While submitting the Financial Proposal, the Proposer shall ensure the following:
- The Proposer shall submit the Financial Proposal as per the instruction provided in this RFP document and in online mode only.
 - The financial Proposal submitted in any other format will be treated as non-responsive. The Proposer will be required to download the financial Proposal file, from e-tendering portal and quote the prices in prescribed format before uploading it. The Proposer(s) shall not rename the financial Proposal files downloaded. If an Proposer quotes, "Nil" charges in consideration, the Proposal shall be treated as unresponsive and shall not be considered.

- c. All the costs associated with the procurement shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, travel, transportation, equipment, printing, primary or secondary data collection, meetings, documentations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - d. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order/Contract (as the case may be), levies and other impositions applicable under the prevailing law. Further, all payments shall be subjected to deduction of taxes at source as per applicable laws.
- 13.7. The rates quoted shall be considered for first year operations. For subsequent years, market adjusted increased rate will be considered as per mutual consent of both parties.
- 13.8. Proposers shall express the price of their services in Indian Rupees only.

14. Documents establishing the compliance of Services

- 13.2. To establish the conformity of the services to the RFP document, the Proposer shall furnish as part of its Proposal a detailed item by item commentary, demonstrating substantial responsiveness to the Scope of work, and if applicable, a statement of deviations and exceptions to the provisions of the Section III - Scope of work.
- 13.3. Standards of the services specified by the Procurement Entity in the Section III – Scope of work, are intended to be indicative and not exhaustive. The Proposer may offer other services, provided that it demonstrates, to the Procurement Entity’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section III – Scope of work.

15. Period of validity of Proposals

- 15.1. The price offered in the financial proposal by the Proposer for the applicable geography, shall be valid till one year from the end date of the proposal submission and the validity may be extended as per mutual consent.
- 15.2. In exceptional circumstances, prior to the expiration of the proposal validity period, the Procurement Entity may request Proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing. A Proposer may refuse the request without forfeiting its bid security. A Proposer granting the request shall not be required or permitted to modify its Proposal.

16. Earnest Money Deposit (EMD)²

- 16.1. The Proposal must be accompanied by Earnest Money Deposit (EMD) of Rs per cluster / district in favour of “.....” payable atin the form of insurance surety bonds, account payee demand draft, fixed deposit receipt, banker’s cheque or bank guarantee from any of the commercial bank or online payment in an acceptable form (as the case may be). In case of offline mode of EMD submission, original copy of the financial

²

<https://doe.gov.in/sites/default/files/Amendment%20to%20Rule%20170%28i%29%20of%20General%20Finance%20Rules%20-GFR%202017.pdf>

instrument to be submitted, in case of online mode of payment, the receipt should be enclosed with proposal.

- 16.2. Payment of RFP Processing Fee and EMD is not applicable to the entities falling under Micro, Small & Medium Enterprises (MSME) and the firms registered with concerned Ministries/ Departments. Proposers, who are eligible to avail the exemptions must upload the exemption certificate along with their Proposal.
- 16.3. Other than above-cited entities, no Proposer is exempted from submitting the EMD as mentioned in the RFP document. Proposals without EMD shall be summarily rejected.
- 16.4. Unsuccessful Proposer's EMD will be discharged/returned within a period of 30 days after award of contract to the successful Proposer.
- 16.5. Proposer shall not be entitled for any interest on EMD /Security deposit.
- 16.6. The successful Proposer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 16.7. The EMD shall be forfeited:
 - a). Proposer fails to accept the purchase order.
 - b). If a Proposer withdraws its Proposal during the period of Proposal validity as specified in the RFP.
 - c). In case of a successful RFP, if the Proposer fails:
 - i). To sign the Contract in accordance with terms and conditions. **OR**
 - ii). To furnish security deposit as per RFP.

17. Documentation

- 17.1. Following documents must be submitted through online mode on eProcurement Portal

 - a). Proposal covering letter, as per "Annexure - 1"
 - b). Authorization Letter for signing of Proposal in favour of signatory to RFP documents as per "Annexure 2".
 - c). Particulars of the Proposers, as per "Annexure - 3"
 - d). Self-attested copy of establishment of the entity under Companies Act 1956/2013, Indian Societies Registration Act 1860, Indian Trust Act 1882, or LLP registered under LLP Act 2008 or registered under any other Act of India (as applicable)
 - e). Self-Attested copy of the Memorandum of Association (MoA) /Deeds / Bye-laws or such other document evidencing vision, mission, objective and rules and regulations
 - f). Self-attested copy of audited balance sheet and statement of :
 - (i) Income and Expenditure account (In case of for non-profit organizations)
 - (ii) Profit and Loss (In case of for-profit organizations).
 - g). Self-attested copy of the Income Tax Returns (ITR) acknowledgement for three financial years (FY) i.e. 2018-19, 2019-20 & 2020-21.
 - h). Self-attested copy of the PAN Card, GST Registration Certificate (if applicable), GST Exemption Certificate (if any), ESI & EPF registration certificate, MSME Registration Certificate (if applicable) issued by the appropriate authority valid as on date of submission of RFP documents.

- i). Certified copy of Certification of 12 A/80G Registration (submit documented proof) or a valid exemption certificate, if applicable.
- j). Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Proposer for the stated financial years ascertaining that the Proposer have a Positive net worth in the last Three (3) Financial Years (i.e. 2018-19, 2019-20 & 2020-21). However, in case of non-profit organizations may have negative net worth.
- k). A declaration attested by notary republic or sworn before the Executive Magistrate, from the Proposer in the format given in the “Annexure 4” to the effect that the firm has neither been declared as defaulter or black-listed/banned/ convicted by any court of law for any criminal or civil offences or declared ineligible by any State/ UT Government or Govt. of India or any local Self Government body or public sector undertaking in India for participation in future Proposals for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission Proposal document.
- l). Self-attested copy of the registration document showing incorporation of the Proposer and Self Declaration by the Director/ Partner/ CEO or Authorized Signatory of the Proposer, Copy of Agreement / Work Order / Letter of Notification of Award; and Client’s Certificate on satisfactory completion and/or satisfactory progress report of project ascertaining that the Proposer have 3 (three) years of experience (both completed and ongoing projects/contracts [projects with experience and contract period less than 1 (one) year would not be considered for eligibility matrix]) in Health and/or social sector with public and/or private agencies in the State/ Country in the last 5 years as on due date for submission of Proposal.
- m). Preference will be given to the organizations who have experience of working in Tuberculosis program.
- n). Affidavit from the Proposer mentioning the key professionals indicating that the Proposer has mid-level (more than 3 years experienced) supervisory staff having significant experience of working in health and/or social sector with Public and/or Private agencies, as per Annexure 5.
- o). Undertaking on a non-judicial stamp paper mentioning that - The Proposer shall inform Procurement Entity of any such pending suits/ enquiry/ investigation against the Proposer in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP.
- p). Self-Declaration on company letter head regarding all ongoing litigations, if any.
- q). Proposed Concept plan and methodology (Provider/ Patient Management plan / Operational Plan, Creativity and innovations, Implementation Plan (Proposed HR Structure with organogram for project implementation, Monitoring & Evaluation, Data management, Operational model with timelines, analysis, reporting)), as specified in technical scoring matrix.
- r). Policies and procedures of the Proposer as specified in eligibility criteria matrix.
- s). Proof of registration on NGO – DARPAN portal.
- t). Copy of last three years Annual Reports.
- u). Proof of annual documents submission to registrar of societies/trusts/companies/ registrar of companies.
- v). Evidence of local office premises or declaration for establishment of local office premise in the district of the State where it wants to operate once contract is awarded.
- w). Unconditional undertaking as per Annexure-6.

D. SUBMISSION AND OPENING OF PROPOSALS

18. Submission of Proposals

- 18.1. Proposals are to be mandatorily submitted through online mode to the eProcurement Portal at a time for the technical and financial Proposals using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
- 18.2. Each Proposer is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of Proposals.

19. Deadline for Submission of Proposals

- 19.1. Proposals must be received by the Procurement Entity at the portal and no later than the date and time specified in the RFP document.
- 19.2. The date of submission and opening of Proposals shall not be extended except when –
 - a). sufficient number of Proposals have not been received within the given time and the Procurement Entity is of the opinion that further Proposals are likely to be submitted if time is extended; or
 - b). the RFP is required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of Proposals by the prospective Proposers appears to be insufficient for which such extension is required.
 - c). Or as decided by the competent authority of Procurement Entity.
- 19.3. In cases where the time and date of submission of Proposals is extended, an amendment to the RFP shall be issued, in which case all rights and obligations of the Procurement Entity and Proposers previously subject to the deadline shall thereafter be subject to the deadline extended.
- 19.4. If the due date for submission of Proposals is not a working day, the Proposals shall be received and opened at the same time and hour on the next working day.

20. Late Proposals

- 20.1. The Procurement Entity's officer authorized to receive the Proposals shall not receive any Proposal that is submitted personally by hand after the time and date fixed for submission of Proposals under any circumstances.

21. Opening of Proposals

- 21.1. Each Proposal received shall be opened by the Proposal Opening Committee in the presence of the Proposers or their authorised representatives who choose to be present. However, non-attendance of the Proposer in the meeting will not be the cause of disqualification
- 21.2. The Procurement Entity will open the proposals at the specified date and time. In case the specified date of proposal opening falls on / is subsequently declared a holiday or closed day for the Procurement Entity, the proposals will be opened, on the next working day.
- 21.3. The Proposal opening committee shall announce the following details-
 - (a) The name of the Proposer and whether there is a substitution or modification;

- (b) the Proposal security; and
 - (c) any other details as the Committee may consider appropriate.
- 21.4. No Proposal shall be rejected at the time of Proposal opening except the already opened (in case of hard copy submission) and late Proposals.
- 21.5. The Proposal Opening Committee shall prepare a record of the proceedings of the Proposal opening that shall include the name of the Proposers and whether there is a withdrawal, substitution, or modification.

E. EVALUATION OF PROPOSALS

22. Basic Principles

- 22.1. Proposals will be evaluated based on the instructions given in terms & conditions already incorporated in Section II: Instructions to Proposers of the RFP document and without recourse to extrinsic evidence. No new criteria will be brought in while evaluating the Proposals.
- 22.2. Information relating to the evaluation of Proposals and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with the bidding process until information on Contract Award is formally communicated to all Proposers
- 22.3. Any effort by a Proposer to influence the Procurement Entity in the evaluation or contract award decisions may result in the rejection of its Proposal.

23. Preliminary Scrutiny and Determination of Substantial Responsiveness of Proposals

- 23.1. The proposals will be scrutinized by the Proposal Evaluation committee appointed by the Procurement Entity, to determine whether they are complete and meet the essential and important requirements, conditions and whether the Proposer is eligible and technically qualified as per criteria laid down in this RFP. The Proposal Evaluation Committee shall conduct a preliminary evaluation of the Proposals at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
- a). that the Proposal is signed, as per the requirements listed in the Proposal documents;
 - b). that the Proposal has been sealed as per instructions in the RFP documents;
 - c). the Proposal is valid for the period, specified in the RFP documents;
 - d). that the Proposal is accompanied by due Proposal Security declaration;
 - e). that the Proposal is unconditional (unconditional undertaking as per Annexure- 6;
 - f). that the Proposer has agreed to give the required performance security; and
 - g). Proposers must meet the eligibility and qualification requirements given in the RFP document.
- 23.2. The Proposals assessed responsive as above shall be examined to determine their substantial responsiveness, in particular, to confirm that all requirements of RFP Documents have been met without any material deviation, reservation or omission where;
- “deviation” is a departure from the requirements specified in the Proposal documents;
 - “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Proposal Documents; and

- “omission” is the failure to submit part or all of the information or documentation required in the Proposal documents.
- 23.3. 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 Proposal documents; or
 - (ii) limit in any substantial way, inconsistent with the Proposal Documents, the rights of the procurement entity or the obligation of the Proposer under the proposed contract; or
 - b). if rectified would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals;
- 23.4. The Proposal Evaluation Committee shall regard a Proposal as substantially responsive if it conforms to all requirements set out in the RFP document, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the RFP document, 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 Proposal;
- 23.5. The Proposal Evaluation Committee may waive non-conformities in the Proposal that do not constitute a material deviation, reservation or omission and deem the Proposal to be responsive;
- 23.6. The Proposal Evaluation Committee may request the Proposer to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, or any other documents etc. within stipulated time provided by the committee. Failure of the Proposer to comply with the request within the stipulated time shall result in the rejection of its Proposal.
- 23.7. Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation.
- 23.8. The Proposals, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of the Procurement Entity as to whether the Proposer is eligible and qualified or not and whether the Proposal is responsive or not shall be final and binding on the Proposers. Financial Proposals of only those Proposers, who qualify on technical Proposal, will be considered and opened.

24. Clarification of Proposals

- 24.1. To facilitate evaluation of Proposals, the Procurement Entity may, at its sole discretion, seek clarifications in writing from any Proposer regarding its Proposal. Notwithstanding anything contained in the RFP, the Procurement Entity reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 24.2. At any point in time during the bidding process, if required by the Procurement Entity, it is the Proposers’ responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Procurement Entity. If no response is received by due date, the Procurement Entity, shall evaluate the offer as per available information. The technical evaluation committee of the Procurement Entity can verify the facts and figures quoted in the Proposal. The Procurement Entity reserves the right to conduct detailed due diligence of the information provided by the Proposers for technical and financial evaluation.
- 24.3. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial Proposals

- 24.4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Proposer, 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. Fraud and Corrupt Practices

- 25.1. The Proposers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained herein, the Procurement Entity may reject an application without being liable in any manner whatsoever to the proposer if it determines that the Proposer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the selection process.
- 25.2. Without prejudice to the rights of the Procurement Entity hereinabove, if a proposer is found by the Procurement Entity to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such Applicant shall not be eligible to participate in any RFP issued by the Procurement Entity during a period of 3 (three) years from the date such Applicant is found by the Procurement Entity to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 25.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Procurement Entity who is or has been associated in any manner, directly or indirectly, with the Selection Process.
 - (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - (iii) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process.
 - (iv) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Procurement Entity with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
 - (v) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

26. Fulfilment of the Qualification Criteria

- 26.1. As part of the evaluation, a Proposer must fulfil the Minimum Qualification Criteria. In case a Proposer does not fulfil the Minimum Qualification Criteria, the Proposal of such a Proposer will not be evaluated further.

27. Qualification Criteria

27.1. The qualification criteria for a Proposer to qualify for technical Proposal evaluation are listed below:

Sr no	Eligibility criteria for Proposers per cluster / district	Mandatory Documents to be submitted as evidence
Recommended Criteria		
1	The Proposer should be an established entity under Companies Act 1956/2013, Indian Societies Registration Act 1860, Indian Trust Act 1882, or LLP registered under LLP Act 2008 or registered under any other Act of India.	Self-attested copy of certificate of registration under any other law applicable under the laws of India.
2	Certified copy of the MoA / deeds / bye-laws or such other document evidencing vision, mission, objective and rules and regulations	Self-Attested copy of the MoA / deeds / bye-laws or such other document evidencing vision, mission, objective and rules and regulations
3	Proposer should have 3 (three) years of experience (both completed and ongoing projects/contracts [projects with experience and contract period less than 1 (one) year would not be considered for eligibility matrix]) in Health and/or social sector with public and/or private agencies in the State/ Country in the last 5 years as on due date for submission of Proposal. Proposer should submit the following documents in support of fulfilment of Proposer's qualification, along with its Proposal. <i>Preference will be given to the organization who have experience of working in Tuberculosis program and will be considered for evaluation.</i>	<ul style="list-style-type: none"> • Registration document showing incorporation of the Proposer and Self Declaration by the Director/ Partner/ CEO or Authorized Signatory of the Proposer. • Copy of Agreement / Work Order / Letter of Notification of Award; and • Client's Certificate on satisfactory completion and/or satisfactory progress report of project
4	The Proposer should have a Positive Net Worth in the last Three (3) Financial Years (i.e. 2018-19, 2019-20 & 2020-21) However, in case of nonprofit organizations may have negative net worth.	Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Proposer for the stated financial years.
5	The Proposer must have average annual turnover of– a) Rs. 50,00,000 (Fifty lakh rupees) if Proposal for 1 cluster/ district, b) Additional Rs. 50,00,000 (Fifty lakh rupees) every additional cluster/ district will be required.	Audited balance sheet and (a) Statement of Income and Expenditure account . (if the Proposer is for non-profit entity) (b) Statement of Profit and Loss (if the Proposer is for profit entity).
6	Certification of 12A and/or 80G Registration	Valid Certificate of 12A and/or 80G Registration (submit documented proof), if applicable
7	Self-attested copy of Certificate issued by the appropriate authority valid as on date of submission of RFP documents.	Self-attested copies of 1. PAN Card 2. GST Registration Certificate (if applicable) 3. GST Exemption Certificate (in any)

Sr no	Eligibility criteria for Proposers per cluster / district	Mandatory Documents to be submitted as evidence
		4. Copy of Income Tax Return (with computation) filed and submitted by the Proposer for three financial years FY 2018-19, 2019-20 & 2020-21. 5. ESI & EPF registration certificate. 6. MSME Registration Certificate (if applicable)
8	Policies and Procedures of the Proposer	1. Accounting/Financial policies 2. Internal control policies, risk matrix and procedures 3. Procurement guidelines 4. HR and Administrative Policies
9	The Proposer must not be (i) Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self Government body or public sector undertaking in India for participation in future Proposals for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online Proposal document.	Affidavit attested by Notary Republic or sworn before Executive Magistrate
10	The Proposer shall inform Procurement Entity of any such pending suits/ enquiry/ investigation against the Proposer in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP	Undertaking to be submitted on a non-judicial stamp paper
11	The Proposer shall declare all ongoing litigations, if any.	Self-Declaration on Company Letter Head
12	The Proposer should be registered on the Government of India's (Gol) portal, DARPAN, https://ngodarpan.gov.in/ maintained by NITI Aayog, Govt. of India.	Proof of registration on NGO – DARPAN portal
13	Unconditional undertaking	Undertaking to be submitted on a non-judicial stamp paper
Additional criteria/document		
1	Copy of last three years Annual Reports	
2	Proof of annual documents submission to registrar of societies/trusts/companies/ registrar of companies	
3	Evidence of local office premises or declaration for establishment of local office premise in the district of the State where it wants to operate once contract is awarded.	
4	Any other relevant detail, statutory requirements and compliance -PF, IT/GST, ESI, LWF, PT	
5	Such other document/s as may be relevant at the point of assessment.	

28. Technical Evaluation

28.1. The committee (“Evaluation Committee”) appointed by the Procurement Entity will carry out the evaluation of Proposals based on the following evaluation matrix. If required, the Procurement Entity may seek specific clarifications from any or all Proposer (s) at this stage. Technical evaluation of only those Proposer(s) shall be carried out of those meeting all the defined minimum pre-qualification criteria. After the technical evaluation each Proposal will be given a technical mark as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Technical Evaluation Matrix for each district				
SN	Particulars	Allocation of marks		Weightage for Marks
1.	Experience of implementing health and/or social sector program with Public and/or Private agencies, in any three years of the last five Financial Years (2016-17, 2017-18, 2018-19 2019-20 & 2020-21).	(a) Minimum 3 years	5 marks	15 marks
		(b) > 3 years, <= 5 years	10 marks	
		(c) > 5 years	15 marks	
2.	Experience of working in TB program with Public and/or Private agencies in any two years of the last five Financial Years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21)	(a) Minimum 2 years	5 marks	15 marks
		(b) > 2 years, <= 5 years	10 marks	
		(c) > 5 years	15 marks	
3.	The Proposer should have an average annual financial turnover INR 50 Lakhs (Rupees Fifty Lakhs) per cluster / district in the last Three (3) Financial Years (2018-19 2019-20 & 2020-21)	(a) INR 50 Lakhs - 10 marks (b) Additional One (1) mark for every additional 10 Lakhs average annual financial turnover above INR 50 Lakhs	20 marks	20 marks
4.	Concept plan for executing the project in the concerned cluster / district with Technical Presentation (One Hard Copy of Technical Presentation to be submitted along with proposal)	1. Concept plan and methodology		30 marks
		1.1 Provider/ Patient Management plan / Operational Plan <ul style="list-style-type: none"> • Provider Mapping and Engagement • Notification support • Handling linkages <ul style="list-style-type: none"> ○ Linkages for free diagnostics (X-ray, sputum microscopy, Molecular Testing, DST services etc) ○ Linkages and drug distribution models for NTEP provided FDC ○ Linkages for comorbidity testing • Patient support, Treatment adherence and follow-up till treatment outcome reporting 		20 marks

Technical Evaluation Matrix for each district			
SN	Particulars	Allocation of marks	Weightage for Marks
		<ul style="list-style-type: none"> • Contact Investigation and TB Preventive Treatment • Linkages for DR TB patients • Facilitate incentives 	
		1.2 Creativity and innovations	10 marks
		2. Implementation Plan (Proposed HR Structure with organogram for project implementation, <i>Monitoring & Evaluation, Data management, Operational model with timelines, analysis, reporting</i>)	20 marks
Total Marks			100 marks

29. Final Selection

- 29.1. Technical Proposal of the qualified Proposers shall be evaluated before opening the Financial Proposal.
- 29.2. The technical score would be calculated for each Proposer by the Procurement Entity and all the Proposers who gets a minimum of 65 marks out of 100 would only be considered for financial evaluation. Proposers who get a technical score of less than 65 out of 100 would not be considered for the financial evaluation.
- 29.3. Procurement Entity shall adopt the QCBS (Quality and Cost Based Selection) methodology for selection of agency for each cluster / district: where in 65% weightage shall be given to technical evaluation score based on the technical Proposals submitted by the Proposer and 35% weightage shall be given to the financial evaluation score based on the financial Proposal submitted by the Proposer.
- 29.4. In case of two or more Proposers quoting the same value, the Proposer having the higher annual average turnover as per the eligibility criterion would be the first in sequence.
- 29.5. The combined score of the technical and financial evaluation of the technically qualified Proposers as per the eligibility criteria, shall be calculated as per the formula:

$$\text{Score (S)} = (\text{T/T High} \times 65) + (\text{C Low/C} \times 35)$$

where:

T = Technical evaluation score of the Proposer

T High = Highest Technical score amongst the Proposers

C Low = Lowest quote of financial Proposal amongst the Proposers

C = Quote of financial Proposal by the Proposer.

And the Proposer, securing the highest score shall be shortlisted for the concerned assignment.

For example,

Three Proposer(s) A, B and C, have applied for a particular assignment. Technical score shall be arrived at by treating the marks of the Proposer scoring the highest marks (assuming

Proposer A) in the technical evaluation as 100. The technical score of other Proposers (B,C etc.) shall be computed using the formula:

Technical Score = Marks of B/ Marks of the Highest Scorer (Assumed Proposer A) X 100.

Similarly, financial score of the Proposers, shall be arrived at taking the cost quoted by the L1 (Lowest Proposal quoted) Proposer i.e., let the lowest quoted Proposer be C, as 100. Marks of the other Proposers shall be calculated using the formula:

Financial Score = Cost of L1 Proposer /Cost quoted by Proposer X 100.

A "combined score" shall be arrived at, taking into account both technical and financial scores of each Proposer with a weightage of 65% for technical score and 35% for Financial score. The successful Proposer shall be the one who has the highest combined score. For example,

Proposer	Technical Marks - as scored in technical evaluation	Technical Score (Marks of Proposer/ Marks of the Highest Scorer X 100)	Technical Weightage (65%)	Quoted Value (In INR)	Financial Score (Cost of L1 Proposer /Cost quoted by Proposer X 100)	Financial Weightage (35%)	Combined Score (Tech Weightage + Fin. Weightage)
A	79	$(79/91)*100$ = 86.813	$86.813*65/100$ = 56.428	2300	$(2300/2300)*100$ = 100	$100*35/100$ = 35	91.428
B	85	$(85/91)*100$ = 93.406	$93.406*65/100$ = 60.713	2417	$(2300/2417)*100$ = 95.156	$95.156*35/100$ = 33.304	94.017
C	91	$(91/91)*100$ = 100	$100*65/100 =$ 65	2576	$(2300/2576)*100$ = 89.285	$89.285*35/100$ = 31.249	96.249

Hence, Proposer C, with the highest score of 96.249 becomes the successful Proposer.

29.6. The selection/ allocation of the cluster/ districts would happen based on the following below mentioned criteria:

- (i) For each cluster/district, the H1 (highest successful Proposer) for that cluster/ district will be offered to take up the contract. If the same agency is H1 in more than one cluster/ district, the agency may have the option to select the cluster/districts. Any agency would not be allowed to take more than 3 (Three) clusters/ districts.
- (ii) After the first round of allocations, if there are any clusters/ districts that are left, agencies that are H2 (second highest successful Proposer) for those districts may be offered to take up the contract through negotiation. If the same agency is H2 in more than one of the remaining cluster/ districts, the agency may have the option to select the districts. Agency will be allowed to take remaining districts, maximum upto 3 (Three) clusters/ districts.
- (iii) After the second round of allocations, if there are any clusters/districts that are left, agencies that are H3 (third highest successful Proposer) for those districts may be offered and the same process may be repeated.
- (iv) However, after the third round, if there is any cluster/district left, H1 for that district may be asked to take up the contract. If H1 refuses, H2 may be asked to take up the

cluster/ district. However, if H2 also refuses, that particular district may not be offered to any agency.

- 29.7. In case of more than one Proposer with equal highest score up to 3 decimals in a cluster/ district, then the Proposer with the highest financial score shall be declared as the shortlisted Proposer for the particular cluster/ district.
- 29.8. In case, the shortlisted Proposer/service provider denies/fails to honour the contract agreement /Letter of Intent(Lol), the Procurement Entity shall be at the freedom to negotiate with the Proposer, with the next highest combined score CS2, and CS3 (in this order), responsive Proposers with their consent to enter into an agreement with the Procurement Entity *for working* as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) in the concerned clusters/ district (s).
- 29.9. The Procurement Entity reserves the right to accept in part or in full any proposal or reject any proposal(s) without assigning any reason or to cancel the tendering process and reject all proposals at any time prior to award of contract, without incurring any liability, whatsoever to the affected Proposer(s).
- 29.10. The Procurement Entity reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.
- 29.11. The Procurement Entity will notify the successful Proposer(s) in writing by issuing a Letter of Intent (Lol), that its proposal has been accepted for the concerned district, briefly indicating there in the essential details like description of services and corresponding prices accepted, subject to the contract agreement to be signed between the parties "*floated from this RFP*" having the terms and conditions etc., therein. The Proposer shall within 7 days of issue of the Letter of Intent (Lol), give his acceptance.
- 29.12. The successful Proposer must furnish to the Procurement Entity the required Performance Security as applicable for the concerned cluster/district, before executing the contract/signing of the contract agreement positively failing which the EMD will be forfeited, and the award will be cancelled, and Proposer may also be blacklisted. Relevant details about the performance security have been provided in the RFP document.
- 29.13. The contract agreement will be signed between State Health Mission and the selected service provider for each cluster/district and will be required to be signed within 21 days of the issue of the Letter of Intent (Lol). The stamp duty and registration charges, if any levied by the Central or State governments or any other statutory body, payable on the contract agreement will be borne by the service provider.

30. Procurement Entity's Right to Accept Any Proposal, and to Reject Any or All Proposals

- 30.1. The Procurement Entity reserves the right to accept or reject any Proposal, and to cancel / annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to the Proposers for which the Procurement Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all Proposals submitted and specifically, EMD, shall be promptly returned to the Proposers.

F. AWARD OF CONTRACT

31. Award Criteria

- 31.1. The Procurement Entity shall award the Contract to the Proposer whose Proposal has secured highest total combined score during evaluation of Proposals.

32. Notification of Award

- 32.1. Prior to the expiration of the period of Proposal validity, the Procurement Entity shall notify the successful Proposer, in writing, that its Proposal 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 Procurement Entity will pay the Service Provider in consideration of the Delivery / Performance of Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 32.2. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

33. Performance Security³

- 33.1. Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procurement Entity, the successful Proposer, if required, shall furnish the Performance Security equivalent to 3% of contract value for 1st year, using the Performance Security Form included as Annexure - 4, or another Form acceptable to the Procuring Entity.
- 33.2. Failure of the successful Proposer 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 EMD. In that event the Procuring Entity may award the Contract to the next lowest evaluated Proposer, whose Proposal is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- 33.3. The validity of the performance security shall be for a period of 60 days beyond the date of completion of all contractual obligations.

34. Signing of Contract

- 34.1. Promptly after notification of Award, the Procurement Entity shall send the successful Proposer the Contract Agreement.
- 34.2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Proposer shall sign, date, and return it to the Procurement Entity.

35. Exclusion of Proposal/ Disqualification

- 35.1. Procurement Entity may exclude or disqualify a Proposal if:
 - a) The information submitted, concerning the qualifications of the Proposer, was false or constituted a misrepresentation; or
 - b) The information submitted, concerning the qualifications of the Proposer, was materially in- accurate or incomplete; and

³ https://doe.gov.in/sites/default/files/Performance%20Security_0.pdf

- c) The Proposer is not qualified as per pre-qualification/ eligibility criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by committee;
- d) The Proposal materially departs from the requirements specified in the Proposal or it contains false information;
- e) The Proposer submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the NHM or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process;
- f) A Proposer, in the opinion of the Procurement Entity, has a conflict of interest materially affecting fair competition.
- g) A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

Section III – Scope of Services

1. With an aim of increasing notification of TB patients who are seeking care in the private health sector and for ensuring quality of services as per Standards for TB Care in India including successful treatment outcomes, the agency shall work as an interface among the State NTEP department (State Health Society, _____, District Tuberculosis Centre (DTC)) and the private healthcare ecosystem in each of the state(s)/UTs contracted. It shall take care of all the TB patients (including DR-TB) seeking care from the private providers (private provider includes all private hospitals, clinics, nursing homes, charitable / trust hospitals, chemists/pharmacists, laboratories, AYUSH providers, Informal providers, etc) with private provider engagement, notification, sample collection and transportation, linkages for free diagnostic and drugs, comorbidity screening, treatment adherence support and counselling, patient and provider incentives, adverse drug reaction reporting, risk assessment of TB patients for differentiated care, contact investigation and referral to public sector when required till the end of the treatment following the standards of care.

2. Under no circumstances, shall any payment be charged from the TB patients by the agency.

3. Detailed description of services:

3.1 Private Provider Engagement:

3.1.1 The agency shall conduct mapping of private providers in each of the district(s). This includes all types of private providers – private hospitals, clinics, nursing homes, charitable / trust hospitals, chemists/pharmacists, laboratories (Govt./NABL accredited/NTEP approved), AYUSH providers, Informal providers, etc. To agency can build up on existing list of private health facilities available with district, professional associations or any other source.

3.1.2 The agency shall prioritize providers for targeted engagement based on the existing data (from already existing database at the district and Nikshay), insights gathered by interviewing professional associations, pharmacies, laboratories, patient support group, NGOs working in the area. H1 register may also help identify key providers.

3.1.3 Engagement of private providers shall be done through in-person visits and through workshops/CMEs on regular basis. To supplement this further, sharing of relevant reference materials will also be facilitated. The agency shall design private provider engagement package, put appropriate resources to ensure effective and long terms relationship is built up between private providers and NTEP.

3.2 Notification

3.2.1 The agency shall register private providers on NIKSHAY and facilitate generation of NIKSHAY Health establishment ID (if not already registered on NIKSHAY) for each private provider. These credentials shall be used by the private providers to enroll / notify the TB cases, as well as to update other patient details e.g., follow-up, FDC prescriptions, treatment adherence etc. Wherever required, notification on Nikshay will be supported by the agency. Irrespective of whatsoever, it shall be the responsibility of the agency to ensure that the patient gets notified on NIKSHAY.

3.2.2 The agency shall encourage, advocate, and facilitate enrollment / notification of TB patients in NIKSHAY directly by the providers. The agency shall train and handhold private health establishment on notification of TB patients on NIKSHAY in prescribed format with complete information. The agency may train the private providers to notify through NIKSHAY Sampark / Call Centre on the Toll-Free No. 1800116666.

3.3 Sample Collection and Transportation:

3.3.1 The agency shall be responsible for specimen collection from private providers / collection centers and delivery to the NTEP laboratories (Govt / private labs- as applicable).

- 3.3.2 The agency shall be responsible for collection and packaging of samples with bio-safety precautions as per NTEP guidelines, ensuring labelling and completion of lab request form, maintaining records like, laboratory register, logbooks of samples transported.
- 3.3.3 The agency shall be responsible for coordinating the delivery of soft copy and hard copy of the test report to the private providers, and for entering the report in NIKSHAY.
- 3.3.4 The agency shall liaise with Nucleic Acid Amplification Test (NAAT) / Microscopy / Culture and DST labs / Intermediate Reference Labs / National Reference Labs in notified public sector labs / linked private labs (as applicable) in the concerned state(s)/UTs,
- 3.3.5 Logistics and supplies shall be procured by the agency or provided by the NTEP, as mutually agreed.
- 3.3.6 For extra pulmonary and pediatric TB samples, the agency will provide linkages for sample collection and facilitate transportation.
- 3.3.7 The agency shall facilitate sample collection and transportation services for pre-treatment evaluation of DR TB patients as per the latest NTEP guidelines
- 3.3.8 The agency shall facilitate sample collection and transportation services for testing of TB infection as per the latest NTEP guidelines

3.4 Linkages for free diagnostic and drugs

- 3.4.1 The agency will establish linkages for free diagnostic services (sputum microscopy, molecular diagnostics, line probe assay, culture & DST, pretreatment evaluation of DR-TB, tests for TB infections as well as any other tests as per NTEP guidelines) from notified public sector labs / linked private labs (as applicable).
- 3.4.2 The agency will establish linkages for free radiology services for private sector patients from public / private empaneled radiology centers. The agency shall support in managing vouchers for these services (where applicable) as well as track and follow up patients who don't turn up for X ray services after voucher issuance.
- 3.4.3 The agency will facilitate supply of free NTEP anti-TB drugs to private patients ensuring convenience of patients and providers.
- 3.4.4 The agency shall also be responsible for demand generation among private providers and patients for use of NTEP supplied free anti-TB drugs.
- 3.4.5 The agency shall collect the drugs from district drug store / District Tuberculosis Centre (DTC) / TB Unit and deliver to the consumption unit(s) i.e., private providers / chemists / pharmacies / doorstep delivery to the patient.
- 3.4.6 The agency shall be responsible for inventory management for opening balance, stock, consumption and closing balance and reporting the same regularly to DTC.
- 3.4.7 The agency shall coordinate with NTEP for forecasting and regular supply of free drugs for private sector patients.
- 3.4.8 The agency shall be responsible for providing standard formats of inventory management / stock registers to private providers and ensure the same is updated on Nikshay Aushadhi / any other software or format as communicated by NTEP.
- 3.4.9 In cases when the patient is willing to purchase drugs from open market, the agency shall not force to consume only the NTEP provided FDCs. In such cases, the agency shall update the prescription on Nikshay.
- 3.4.10 The agency shall be responsible for updating prescription for all patients on Nikshay.

3.5 Public Health Action:

3.5.1 Comorbidity testing:

- A. HIV Testing:

- The agency shall ensure all TB patients diagnosed in the private sector are with known HIV status. For this, the agency shall establish referral linkages for HIV testing at public / private facility.
- For patients with the test result is reactive on screening, the agency shall be responsible to establish effective linkages between patients and the nearest ICTC for confirmatory testing. If found HIV positive the patient shall be linked to the nearest ART center for TB HIV management.

B. Blood sugar testing for Diabetes Mellitus:

- The agency shall ensure all TB patients diagnosed in the private sector are tested for diabetes. For this, the agency shall establish linkages for testing at public / private facility.
- For patients who are found diabetic, the agency shall establish effective linkages for diabetes management.

3.5.2 Universal Drug Susceptibility Testing (UDST):

- The agency will establish linkages for UDST services (NAAT, line probe assay, culture & DST at notified public sector labs / linked private labs (as applicable) as per the prevailing algorithm.
- This will include both first and second lined DST.

3.5.3 Drug resistant TB management: The agency shall ensure following services under DR TB care

- Counselling of DR-TB patients for treatment initiation
- Linkages for investigations for pre- treatment evaluation
- Linkages for free treatment at private or public health facility, as per convenience of patients
- Contacts investigation and TB preventive treatment as per the NTEP guidelines
- Identification, referral and linkages for management of adverse drug reaction
- Treatment adherence support
- Follow-up for clinical examination and sputum examination
- Reporting of treatment outcomes

3.5.4 Treatment adherence support and counselling:

- Agency need to ensure –
 - Patient home visit at the start of treatment and follow up visits as per NTEP guidelines or STCI
 - Counselling of patients and their families on – nutrition, de-addiction, stigma/discrimination/, treatment compliance, adverse drug reaction, hygiene, and prevention of disease spread
 - Use of Digital Adherence Tools wherever applicable
 - Identify adverse drug reaction and ensure, it gets managed effectively
 - Risk assessment of TB patients for differentiated care:
 - The agency may facilitate risk assessment of patients at regular interval and facilitate linkages for appropriate management.
- Update treatment outcome of TB patients

- All information related to the patient notified needs to be entered in Nikshay regularly.

3.5.5 Patient and provider incentive:

- The agency shall generate awareness on incentives to patients (Nikshay Poshan Yojana, Tribal support scheme, Treatment supporter's honorarium and Incentives for notification and outcomes and collect the bank account details with necessary supporting documents as per NTEP guidelines from patients and update on Nikshay.
- The agency shall inform private providers on various incentives (informant, notification, treatment support, outcome) and collect the bank account details with necessary supporting documents as per NTEP guidelines and update on Nikshay.
- The agency may assist NTEP in releasing incentives to patients and private providers in timely manner.

3.5.6 Contact Investigation and TB Preventive Treatment

- Screening of contacts (family members / person who co-habit the same house as the patient) of index TB case (including DR-TB) in the household. Screening should be instituted with symptoms and/or X-Ray and identify presumptive TB patients, within 7 days of notification of index TB case.
- Complete evaluation of presumptive TB with microscopy, X-Ray and molecular tests as per the diagnostic algorithm of NTEP. Ensure appropriate sample is collected from children and for extra pulmonary presumptive TB and examined.
- For microscopy and molecular testing, sample to be collected and transport arrangement should be made to deliver at notified public / private sector laboratory. For X-ray, free services should be ensured through public sector facility or facilitate to engage private health facilities for getting free X-Ray.
- Facilitate to initiate treatment of person diagnosed with TB among contacts.
- For contacts who are not identified as presumptive TB or not diagnosed with TB, test for TB infection to be offered as per NTEP guidelines and identified eligible contacts to be offered TB preventive treatment.
- Coordinate with private health care provider of TB patients and NTEP for initiation of preventive treatment and regular dispensation of drugs.
- Counsel the family on the importance of treatment completion
- Support persons for completion of preventive treatment
- Identify any adverse drug reaction and address it immediately with effective linkages with appropriate private or public health provider.
- Ensure regular drug dispensing for preventive treatment from the health facility.
- Regular follow up of contacts and if in case they interrupt preventive treatment, track them back on treatment
- Update contacts record physically (treatment card), on NIKSHAY and/or any other platform prescribed by NTEP.
- Update preventive treatment completion of TB contacts.
- Forecast and demand drugs for Chemoprophylaxis

4. Roles of both parties (Agency and NTEP):

SN	Service Area	Role of Agency	Role of NTEP (State authority in case of contract executed)
1	Private Provider engagement	<ul style="list-style-type: none"> • Private sector mapping and landscape analysis • Sensitization of private providers (private hospitals, clinics, nursing homes, charitable / trust hospitals, chemists/pharmacists, laboratories, AYUSH providers, Informal providers, etc) on notification and other related services • Registration of engaged providers on Nikshay • Regular update on NTEP services through in-person visits as well as CMEs / Workshops • Relationship management with regular communication, feedback, branding, promotion of NTEP supplied products, awards, felicitations, generating peer competitions, learning exchange meetings etc. • Communication and facilitate collection of account details and seeding on Nikshay for provider incentives 	<ul style="list-style-type: none"> • Issue authority letter to agency for reaching out to private providers to facilitate NTEP services • Regular payment of eligible provider incentives as per NTEP guidelines • Data sharing of existing registered health facilities and their activities
2	Notification support	<ul style="list-style-type: none"> • Facilitate real-time enrolment of presumptive cases and notification on Nikshay • Develop strategies to increase private sector notifications 	<ul style="list-style-type: none"> • Provide Nikshay log in credentials to agency with access as per services under agreement
3	Diagnosis		
3.a	Knowledge / Attitude / Practices	<ul style="list-style-type: none"> • Promote and advocate microbiological confirmation over clinical diagnosis and appraise on the availability of diagnostic modalities under NTEP • Regular update on Universal DST services for all TB patients 	<ul style="list-style-type: none"> • Ensure availability of free tests as per estimated patient load
3.b	Sample Collection and transportation	<ul style="list-style-type: none"> • Ensure / Establish sample collection centres in private health care facility /community • Identify designated areas as well as nodal persons for sample collection and packaging • Counsel and coach the patient on expectorating a good sample 	<ul style="list-style-type: none"> • Provide the agency with SOPs, NTEP formats for sample collection and packaging as well as access to Nikshay user credentials • Train concerned staff on specimen collection, packaging, and transportation with requisite safety precautions as per NTEP guidelines

SN	Service Area	Role of Agency	Role of NTEP (State authority in case of contract executed)
		<ul style="list-style-type: none"> • Ensure accurate packaging and labelling of collected specimen as per the NTEP guidelines • Transportation of samples from identified collection centres to the linked TB laboratory/ies as per NTEP guidelines • Ensure appropriate specimen storage facility (as per NTEP guidelines) in case of delays in transport • Coordinate with corresponding laboratories for delivery of result in timely manner • Maintain biological specimen examination request form and sputum collection register. • Ensure timely delivery of results to the specimen collection center &/or patients. • Bio -safety standards compliance for sample collection, packaging and transport 	<ul style="list-style-type: none"> • Identify and specify laboratory linkages • Provide a prototype / sufficient supply of sputum sample container and specification for (procurement) of sample collection containers. • Provide results of the sample transported by agency as per TAT recommended under NTEP
4	Treatment	<ul style="list-style-type: none"> • Ensure that all TB patients starts treatment • Promote use of NTEP provided free drugs • Linkages to NTEP provided drugs (based on patient's willingness) • Develop drug delivery models, identify stocking points considering the convenience of patients and providers • Recording and reporting as per NTEP 	<ul style="list-style-type: none"> • Forecasting of drugs including private sector patients • Ensure regular supply of drugs to agency for further distribution to patients
5	Public Health Action		
5.a	HIV Testing	<ul style="list-style-type: none"> • Ensure HIV Testing of all TB patients through linkages with public facilities • Identify facilities for establishing F-ICTCs 	<ul style="list-style-type: none"> • Support establishing F-ICTCs at facilities identified by agency
5.b	Diabetes Testing	<ul style="list-style-type: none"> • Ensure Diabetes status testing of all TB patients through linkages with public facilities 	<ul style="list-style-type: none"> • Support Diabetes testing at appropriate public health facilities
5.c	Treatment Adherence and Outcome	<ul style="list-style-type: none"> • Counselling and treatment adherence support to all TB patients through home visits as well as telephonic follow up at regular intervals as well as update 	<ul style="list-style-type: none"> • Providing standard operating procedures, training and reference material to the agency

SN	Service Area	Role of Agency	Role of NTEP (State authority in case of contract executed)
		<p>on Nikshay covering following aspects:</p> <ul style="list-style-type: none"> ○ TB infection and disease ○ Contact screening and TB Preventive Treatment ○ Nikshay Poshan Yojana / linkages with other social security schemes, as per applicability ○ Nutritional Assessment and Support ○ Follow up visits and investigation ○ Adverse effect reporting ○ Status of outcome 	<ul style="list-style-type: none"> ● Timely payment to all eligible beneficiaries as per NTEP guidelines ●
6	Contact Investigation and TB Preventive Treatment (TPT)	<ul style="list-style-type: none"> ● Screening of contacts household ● Linkage for diagnostics of TBI and TB. ● Appropriate Treatment initiation of TB or TBI ● Adherence monitoring and management of ADR ● Counsel the parents and family on the importance of treatment completion ● Ensure drug logistics and supply for TPT ● Update records / reports ● Forecast and demand drugs for Chemoprophylaxis 	<ul style="list-style-type: none"> ● Ensure availability of tests as per estimated patient load ● Identify and specify laboratory linkages ● Provide results of the sample transported by agency as per TAT recommended under NTEP ● Forecasting of drugs including private sector patients ● Ensure regular supply of drugs to agency for further distribution to patients ● Provision of SOPs/ IEC and training material to support the PPSAs and private providers.
7	Payment Agency ⁴ to	<ul style="list-style-type: none"> ● Timely submission of vouchers along with supporting documents as per agreement ● Provide justification / clarity wherever sought by NTEP 	<ul style="list-style-type: none"> ● Provide checklist for voucher submission ● Complete validation/verification within 30 days of voucher submission ● Provision of details in case of penalty ● Timely Payment to agency as per provisions in the contract ● In case NTEP is expecting any delay in release of payment, proactive action should take to release ad-hoc payments to agency so that services of agencies should be sustained.

⁴ <https://doe.gov.in/sites/default/files/General%20Instructions%20on%20Procurement%20and%20Project%20Management.pdf>
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5. To plan, initiate and conduct operations under the contract successfully, as per deliverables and timelines, the Agency shall ensure availability of qualified and skilled HR, training of the supervisory and service delivery staff, availability of logistics, developing tools / documents to support execution and monitoring operations, timely and precise communication with stakeholders and financial management processes.

Section IV – TERMS AND CONDITIONS

1. Use of contract documents and information

- 1.1 The Agency shall not, without the Procurement Entity's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the Procurement Entity in connection therewith, to any person other than the person(s) employed by the Agency in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2 Further, the Agency shall not, without the Procurement Entity's prior written consent, make use of any document or information mentioned in sub-clause 1.1 above except for the sole purpose of performing this contract.
- 1.3 Except the contract issued to the Agency, every other document mentioned in sub-clause 1.1 above shall remain the property of the Procurement Entity and, if advised by the Procurement Entity, all copies of all such documents shall be returned to the Procurement Entity on completion of the Agency's performance and obligations under this contract.

2. Intellectual Property Rights

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

3. Insurance

- 3.1. The agency shall be responsible for insuring all the IT machines and equipment's, human resource, etc. for accident, theft, damage, burglary etc.
- 3.2. The Procurement Entity shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the agency while performing duty as mentioned under the contract. All liabilities, legal or monetary, arising in that eventuality shall be borne by agency.

4. Duration of hiring of services of PPSA

- 4.1. The duration of contract shall be 3 (three) years from the date of commencement of services. The performance of contract shall be reviewed annually by the committee constituted by the Procurement Entity. The tenure may be extended for a further period of 1 or more years based on the satisfactory performance of work done by the agency and any other conditions mutually agreed by the agency and Procurement Entity. Any extension shall not be the right of the agency. The contract can be terminated in case performance is rated unsatisfactory.

5. Payments

- 5.1. The Agency shall be paid by the Procurement Entity, or the authorities decided by Procurement Entity, against the invoices (*as prescribed under GST Act 2017*) raised by the agency, on monthly/quarterly basis **Procurement entity may decide on the frequency of payment**

mechanism of monthly or quarterly) on the basis of the number of TB patients notified, increase in notification, HIV and DM testing, DST, treatment outcome in NIKSHAY and on the rate discovered (*quoted by the shortlisted agency*) through this tender, as per the payment plan mentioned below:

Payment amount (% of the quoted value)	Milestone Indicators	Performance Indicator
25%	Number of TB patients notified	At least 80% of TB notifications* ; In case of non-achievement, the payment will be made on pro-rata basis.
15%	Validated bank account details	At least 80% validated account details out of the notified TB patients. In case of non-achievement, the payment will be made on pro-rata basis.
20%	UDST	At least 70% of patients should have undergone the UDST out of the notified TB patients. In case of non-achievement, the payment will be made on pro-rata basis
10%	HIV and DM Testing	At least 80% of patients should have undergone both HIV & DM testing, out of the notified TB patients. In case of non-achievement, the payment will be made on pro-rata basis
5%	Contact tracing and chemoprophylaxis (TPT)	At least 80% of the notified tb patients should have their contacts screened and 80% of eligible beneficiaries given chemoprophylaxis (as per NTEP guidelines) after ruling out TB.
25%	Successful Outcome	At least 85% of the patients should have successful outcome out of the notified TB patients. In case of non-achievement, the payment will be made on pro-rata basis

* **Alternatively, the procurement entity may consider patient cohort based on enrollment facility OR current facility to encourage providers to avail free diagnostics.**

5.2. The agency will raise invoices (as prescribed under GST Act 2017) on completion of services of the previous month on pro-rata basis, and the invoices must be submitted to the district/NHM till 7th day of the month, along-with supporting documents/progress report. The payment will be subject to TDS as per Income Tax Rules /GST Act (if applicable) and other statutory deductions as per applicable laws.

5.3. The payments will be made through PFMS or any other mode as directed by Procurement Entity.

5.4. For clarity on the payment modalities and expected payments based on the performance please refer **Annexure 11: Guidance documents on performance linked payment plan.**

5.5. Periodic verification by Nikshay or site visit/telephone through interaction/interview of patients

Category	Percentage slab
TB patients/Contact notified for verification of notification, bank account, HIV and DM testing, DST and TPT	Atleast 5%
TB patients with successful treatment outcomes	Atleast 5%

5.6. Any performance related payments shall be adjusted in the last two months of each year.

6. Performance Review, Incentives & Penalty provisions.

- 6.1. The Procurement Entity will organize quarterly review of the agency. The cost of which may be borne by the Procurement Entity.
- 6.2. The Procurement Entity shall assess the performance of the Agency based on the Key Performance Indicators (KPIs).
- 6.3. Notwithstanding, as contained otherwise, and besides above as the case may be, the penalties may be imposed for each occurrence as per the identified Key Performance Indicators (KPIs). The applicable penalty will be deducted from monthly/quarterly invoice.

Parameters	Applicable Penalty
Discrepancy found on verification of TB patients notification, bank account, HIV and DM testing, DST and TPT	Double the amount quoted by the agency per case discovered of false information / listing on NIKSHAY
Discrepancy found on verification of TB patients with successful treatment outcomes	Double the amount quoted by the agency per case discovered of false information / listing on NIKSHAY

7. Signing of the contract

- 7.1. The contract agreement between Procurement Entity and the agency should be executed within 21 days of the issue of the Letter of Intent (LoI) by the Procurement Entity for the concerned cluster/ district. The selected agency must have to submit the Performance Security before the execution of the contract and
- 7.2. Non-fulfilment of above condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desired.

8. Start of the services

- 8.1. The agency shall establish project offices, in each of the cluster/ district and recruit and depute the human resource in full conformity to the contract, within 45 days from the date of signing of the contract agreement with the Procurement Entity. If the services are not rolled-out within this timeline, Procurement Entity or the authorities decided by Procurement Entity may impose a penalty of INR 10,000/- per day of delay.
- 8.2. If agency fails to start the services beyond 60 days, the contract may be terminated, and the selected agency may be blacklisted and might result in forfeiture of performance security/bank guarantee to which, the selected agency shall have no claims. In such a case, the Procurement Entity shall be at freedom to negotiate with CS2, and then CS3... (in this order) responsive proposers for the concerned cluster /district with their consent to enter into an agreement with the Procurement Entity, for providing services as mentioned in the tender document, at the rate quoted by the last service provider.

9. Sub-Contracts

The selected Agency shall not assign or sub-contract the Contract or any part thereof to any other agency without the prior written permission of the Procurement Entity. In such an event, where the Contract or any part thereof is sub-contracted to any other agency, it must not cause delay in initiating operations as per contract beyond 45 days from the date of signing of the contract agreement with the Procurement Entity.

10. Modification to Contract

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

11. Income Tax Deduction at Source

10.1. Income tax deduction at source and other taxes shall be made at the prescribed rates from the agency's bills under the prevailing rate(s).

12. Force Majeure

13.1. Neither contracted agency will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country.

13.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a contracted agency or by or of such agency's agents or employees, nor (ii) any event which a diligent Agency could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

13.3. An agency affected by an event of Force Majeure shall immediately notify the Procurement Entity within 7 working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

13.4. The failure of an agency to fulfill any of its obligations under the work order/ Contract shall not be considered to be a breach of, or default under the work order/ Contract insofar as such inability arises from an event of Force Majeure, provided that the agency affected by such an event: - has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the work order/ Contract, and has informed the other party within 7 days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the work order/ Contract.

13. Termination of Contract

14.1. Any agency found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting

of the agency, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.

- 14.2. The Procurement Entity, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Agency, terminate the contract in whole or in part, if the agency fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security maybe forfeited and other suitable action may also be taken against the service provider.
- 14.3. In the event the Procurement Entity terminates the contract in whole or in part, the Procurement Entity may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Agency shall be liable to the Procurement Entity for the extra expenditure, if any, incurred by the Procurement Entity for arranging such services.
- 14.4. In the case of the termination of contract, any unspent balance, if any shall be refunded by the agency to the Procurement Entity.
- 14.5. Termination for Insolvency: If the agency becomes bankrupt or otherwise insolvent, it will inform to the Procurement Entity with the 30 days of written notice to terminate the contract. The Procurement Entity reserves the right to terminate, without any compensation, whatsoever, to the Agency, and Procurement Entity may forfeit the performance security.
- 14.6. Termination by Mutual Consent: In the event the Procurement Entity & Agency mutually agrees to terminate the contract, either party shall give 90 days of written notice to the other party and after the consent of both parties agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.
- 14.7. Termination for Force Majeure: In event that a Force Majeure event continues for 90 (ninety) days and/or Procurement Entity or the Agency does not see any feasibility of continuing the project due to a Force Majeure event, then Procurement Entity may, on expiry of 90 (ninety) days or at any period before that in event of no foreseeability of project, issue a termination notice to the Agency, terminating the Contract with immediate effect. The Agency shall be awarded 30 (thirty) days to complete any pending activities and clear the premises provided by Procurement Entity. Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Agency by Procurement Entity.

14. Notices

- 16.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

15. Resolution of disputes

- 17.1. Any dispute or difference or claim arising out of or in relation to this contract, will be settled by Chairperson, Procurement Entity as per the extant law of land through the competent court of law in state under the territorial jurisdiction of concerned cluster district only.

Section IV – Proposal Forms

1. Letter of Technical Proposal

The Proposer must prepare the Letter of Technical Proposal on its letterhead clearly showing the Proposer'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 Proposal Submission]**

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

To: **[insert complete name of Procuring Entity]**

- (a) We have examined and have no reservations to the RFP Document, including Addenda issued in accordance with instructions to Proposers;
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with the clause;
- (c) We offer to perform the services in conformity with the RFP Document and in accordance with the Scope of Work given in Section III;
- (d) Our Proposal shall be valid for a period fixed for the Proposal submission deadline in accordance with the RFP Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Proposal is accepted, we commit to obtain a performance security in accordance with the RFP Document;
- (f) We are not participating, as a Proposer or as a subcontractor, in more than one Proposal 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 procuring entity 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 RFP 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 Proposal, 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 Proposal or any other Proposal that you may receive.

Name of the Proposer

Name of the person duly authorized to sign the Proposal on behalf of the Proposer

Title of the person signing the Proposal

Signature of the person named above

Date signed

2. Proposer Information Form

[The Proposer 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 Proposal Submission]*

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

1. Proposer's Name <i>[insert Proposer's legal name]</i>
2. Proposer's year of registration: <i>[insert Proposer's year of registration]</i>
3. Proposer's Address: <i>[insert Proposer's legal address]</i>
4. Proposer'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>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Self-attested copy of certificate of registration under any other law applicable under the laws of India, <input type="checkbox"/> Self-Attested copy of the MoA / deeds / bye-laws or such other document evidencing vision, mission, objective and rules and regulations <input type="checkbox"/> Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Proposer for the stated financial years <input type="checkbox"/> PAN Card <input type="checkbox"/> GST Registration Certificate (if applicable) <input type="checkbox"/> GST Exemption Certificate (in any) <input type="checkbox"/> Copy of Income Tax Return (with computation) filed and submitted by the Proposer for three financial years FY 2018-19, 2019-20, 2020-21. <input type="checkbox"/> ESI & EPF registration certificate. <input type="checkbox"/> MSME Registration Certificate (if applicable) <input type="checkbox"/> Accounting/Financial policies <input type="checkbox"/> Internal control policies, risk matrix and procedures

- Procurement guidelines
- HR and Administrative Policies
- Affidavit attested by Notary Republic or sworn before Executive Magistrate
- Undertaking to be submitted on a non-judicial stamp paper
- Self-Declaration on Company Letter Head
- Proof of registration on NGO – DARPAN portal
- Undertaking to be submitted on a non-judicial stamp paper

3. Letter of Financial Proposal

The Proposer must prepare the Letter of Financial Proposal on its letterhead clearly showing the Proposer'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 Proposal Submission]

Proposal Ref. No.: [insert number of bidding process]

To: [Central TB Division]

- (a) We have examined and have no reservations to the RFP Document, including Addenda issued in accordance with Instructions to Proposers;
- (b) We hereby submit Financial Proposal for total per patient cost of Rs. _____ (inclusive of all taxes and duties / GST)
- (c) The duly filled Price Schedule, in accordance with instructions given in ITP Para 12 is annexed hereto; and
- (d) We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive.

Name of the Proposer

Name of the person duly authorized to sign the Proposal on behalf of the Proposer

Title of the person signing the Proposal

Signature of the person named above

Date signed

4. Form of Price Schedule

1	2	3	4	5 = 3 x 4	6	7
Sr. No.	Brief Description of Services	Indicative No. of Patient for Year-1	Fee per Patient (exclusive of taxes and duties / GST (Rs.))	Total contract amount (exclusive of taxes and duties / GST)	Taxes and Duties / GST (payable if contract is awarded) as currently applicable	Total contract amount (inclusive of taxes and duties / GST)
1						

Signature and seal of Proposer's authorized signatory

Proposal Covering Letter

[On the Letter head of the Proposer]

Date:

To

[Procurement Entity]

Re: RFP for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) in districts in the state of

Dear Sir / Madam,

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

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

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

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

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

We declare that:

- a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by Procurement Entity;

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Authorization Letter for Signing of Proposal

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

POWER OF ATTORNEY

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

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this of..... month of 2022.

For

(Name, Designation, and address)

Accepted

..... (Signature)

(Name , title and address of the Attorney)

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure , if any, laid down, by the applicable law and the charter documents of the executants and when it

is so required the same should be under common seal affixed in accordance with the required procedure.

- (ii) In case, an authorized director of the Proposer/agency signs the Proposal, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

Particulars Of The Proposer's Organisation

Name and full address of the organization	
Details of Registered Office Address Telephone No(s) Fax No(s) E-mail address(<i>Official</i>): Organization e-procurement portal: Year of Incorporation:	
Turn Over of the Organization (in lacs) 2018-19: 2019-20: 2020-21:	
Income Tax Registration number (PAN)	
Goods and Services Tax(GSTN):	
Type of organization (Company/Society/Trust)	
Registered in Planning Commission Portal for NGOs/NGO Darpan	
Name and addresses and designation of the persons who will represent the Proposer while dealing with the Procurement Entity (Attach letter of authority)	
Has the organization blacklisted by any state or central government entity or any of its undertakings	
(Authorized Signatory) Name: _____ Designation & Authority: _____ Place: _____ Date: _____ Stamp: _____	

Declaration by Proposer

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

Affidavit

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

And that we are hereby, declaring all ongoing litigations (if any) where our promoter(s)/director(s) are involved, and as mentioned below:

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

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

Dated this..... Day of....., 2022

Name of the Proposer/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Affidavit for experienced manpower by the agency/Proposer

(On Non – judicial stamp paper of Rs.1,00/- duly attested by notary public/executive magistrate)

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

.....< Mention the registered office address>, have the sufficient number of mid-level (more than 3 years experienced) supervisory staff of working in Health/social sector with Public and/or Private agencies, as required for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in the concerned district namely,.....< Mention the name of the district (s), in the state of

We are listing the name of manpower with more than 3 years’ experience working in Public Health, with Public and/or Private agencies, working with us:

S.No	Place of Contract	Name of Client, Contact details (email ID and Phone number)	Year of commencement of the services of conducting Test pursuant to the work order/contract.	Year of end of contract (if any)	Thematic Area (TB/HIV/primary education etc)	

Name of the Proposer/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

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

Unconditional Undertaking

(Duly signed scanned copy to be attached with technical Proposal)

To

[Procurement Entity]

Madam/Sir,

ACCEPTANCE OF PROCUREMENT ENTITY RFP CONDITIONS

1. The RFP document for the work of “Selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) in cluster/ districts in the state of” has been published by Procurement Entity and I/We hereby certify that I / we have inspected and read the entire terms and conditions of the RFP document downloaded from e-Procurement portal, i.e., and I / We shall abide by the conditions / clauses contained therein.
2. I / We hereby unconditionally accept the RFP conditions of Procurement Entity RFP document in its entirety for the above work.
3. The contents of RFP document have been noted wherein it is clarified that after unconditionally accepting the RFP conditions in its entirety, it is not permissible to put any remarks / conditions in the price Proposal and the same has been followed in the present case. In case, this provision of the RFP is found violated after opening price Proposal, I / We agree that the proposal shall be rejected.
4. ‘That I / We declare that I / we have not paid and will not pay any bribe or approach for any influence on any officer of Procurement Entity during the course of procurement or execution, and further if any officer of Procurement Entity asks for bribe / gratification, I / We will immediately report it to the Appropriate Authority of Procurement Entity.

Date :

Yours faithfully,

(Signature of the Proposer with rubber stamp)

Proforma For Bank Guarantee For Performance Security

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

[Procurement Entity]

Dear Sir,

WHEREAS..... (Name of Proposer) hereinafter called "the Proposer", has been identified and selected for the district of(*Mention the name of the district*), and has undertaken, in pursuance of Contract dated ... 2022 (hereinafter referred to as "the Contract") to implement the [*Request for Proposal*] for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in districts in the state of

AND WHEREAS it has been stipulated in the said Contract that the Proposer shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the services/performance of the [*Request for Proposal*] for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in Cluster/ Districts in the state of as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the Procurement Entity the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

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

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **30 months** from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - b. any breach or non-compliance by the Proposer with any of the terms and conditions of any contracts/credit arrangement, present or future, between Proposer and the Bank.
5. The Bank also agrees that Procurement Entity at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that Procurement Entity may have in relation to the Proposer's liabilities.
6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Procurement Entity or any other indulgence shown by Procurement Entity or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of Delhi, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2022

Witness

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

(Official Address) Designation with Bank

Guidance documents on performance linked payment plan

Procuring entity would require to provide full clarity on performance linked payment plan in both RFP and the contract to be signed by State with PPSA/ other partner, in clear and unambiguous terms.

The language used in the documents, especially pertaining to assessment of performance, calculations of payments should be very specific and free from subjective interpretations. The spirit of these documents is that there should be no hidden clauses for penalty. Reduction in unit cost as well as other penalty clauses which the State would like to incorporate in any partnership should be clearly articulated, preferably with hypothetical examples elaborating how the payments and penalties would be calculated.

Also, during the implementation of ongoing contracts & partnerships whenever such issues emerge demonstrating subjective/variable interpretation of terms of contract, such issues should be addressed with mutual consensus and subsequently incorporated in the contract by means of an addendum/amendment etc.

This is very crucial both from legal perspective and from the perspective of institutional memory of both parties as often these contracts extend over several years and there is change of officials dealing with different aspects of the contract.

Further, very often these contracts are signed at the State level and execution & verification and sometimes even payments is at district level, therefore to bring all on same page, the RFP/contract should be articulated in such manner that it would be easy to understand and same interpretation would come by its reading by different stakeholders.

Below is a sample scenario on how to calculate performance-linked payments. This is an example only and states are requested to use following in accordance with state needs.

Project type: PPSA

Cycle of payment: Monthly /quarterly/Yearly

Assumptions:

- (a) Target no. of patients (from private sector): **1,000** (may be Monthly /quarterly/Yearly)
- (b) Price quoted by the bidder for the complete services till the treatment: **INR 2400**
- (c) Total expected payment from the project: **INR 24,00,000 (twelve lakh rupees)**—*multiplied (a) with (b)*
- (d) In this example, we have not considered any penalties or taxes in the calculations.

No.	Parameters	Weight	Targets	
1	Number of people with TB notified	25%	80%	Of private sector notification target
2	Validated bank account details	15%	80%	Of the people notified with TB
3	UDST	20%	70%	Of the people notified with TB
4	HIV and DM Testing	10%	80%	Of the people notified with TB

No.	Parameters	Weight	Targets	
6	Successful Outcome	30%	85%	Of the people notified with TB

Methodology of pro rata calculations

No.	Parameters	Weightage	Unit cost value in INR.
1	Number of TB patients notified	25%	600
2	Validated bank account details	15%	360
3	UDST	20%	480
4	HIV and DM Testing	10%	240
5	Successful Outcome	30%	720
Total (INR)			2400

With respect to above scenario, we illustrate below how the payment should be calculated on a pro-rata basis in accordance with the above specified weightage:

In the case of notifications, the target is kept at 80 percent of the private sector target notified, that is, $1,000 \times 80\% = 800$. Therefore, if the agency less than 800 notifications & for example the private sector notification is 500, then the pro rata payment would be calculated as **unit cost for specified parameter \times notification achievement, that is, $[600 \times 500] = 300000$.**

Example outcome: Achieved notification targets but did not meet other targets (for bank details, DST, HIV + DM, TPT, and outcome)

SI	Parameters	Patients notified	Achievement	Performance
1	Notification	1,000	100%	Over-achieved
2	Bank details	700	70%	Shortfall
3	UDST	400	40%	Shortfall
4	HIV + DM	700	70%	Shortfall
5	Outcome	700	70%	Shortfall

Payment calculation

Parameters	Achievement as shown in above table	Unit cost value in INR.	Total eligible payment
Notification	100%	600	$1,000 \times 600 = 6,00,000$
Bank details	70%	360	$700 \times 360 = 2,52,000$
UDST	40%	480	$400 \times 480 = 1,92,000$
HIV + DM	70%	240	$700 \times 240 = 1,68,000$
Outcome	70%	720	$700 \times 720 = 5,04,000$
Total			17,16,000

However, a State might like to introduce a penalty clause for non-achievement of targets, by means of prorating the unit cost of payment for each deliverable in line with the achieved performance. In this case, the State must include a clause in the RFP & the Contract specifying the same, for better understanding and transparency with all stakeholders. If state wants to use this “pro rata” term for differential performance-based unit cost, it is suggested that in addition the states needs to specifically mention following clarity with clear examples to impose reduction in “unit cost” by using the term “pro rata”.

In the case we elaborate below how the payment calculation should be made and the below or similar relevant example be included in RFP & Contract documents:

- In the case of notifications, the target is kept at 80 percent of the private sector target notified, that is, $1,000 \times 80\% = 800$. Therefore, if the agency achieves 800 or more notifications in the year, then the calculated payment would be $25\% \times 2400 = \text{INR } 600$ per patient notified.
- However, if the agency achieves less than 800 notifications (that is, 80 percent of the private sector target; 500 notifications for example), then the pro rata weightage may be calculated as [(initial weightage / notification target%) \times notification achievement%], that is, $[(25\% / 80\%) \times 50\%] = 15.62\%$. Hence the amount paid per patient may be $15.62\% \times 2400 = \text{INR } 374.88$ per patient. (Note the calculations may be rounded up to maximum of 2 decimal places.)

Example outcome: Achieved notification targets but did not meet other targets (for bank details, DST, HIV + DM, TPT, and outcome)

Sl	Parameters	Patients notified	Achievement	Performance
1	Notification	1,000	100%	Over-achieved
2	Bank details	700	70%	Shortfall
3	UDST	400	40%	Shortfall
4	HIV + DM	700	70%	Shortfall
5	Outcome	700	70%	Shortfall

Payment calculation

Parameters	Achievement as shown in above table	Calculation	Total eligible payment
Notification	100%	$25 / 100 \times 100 = 25$	$1,000 \times 2400 \times 25\% = 6,00,000$
Bank details	70%	$15 / 80 \times 70 = 13.13$	$700 \times 2400 \times 13.13\% = 2,20,584$
UDST	40%	$20 / 70 \times 40 = 11.43$	$400 \times 2400 \times 11.43\% = 1,09,728$
HIV + DM	70%	$10 / 80 \times 70 = 8.75$	$700 \times 2400 \times 8.75\% = 1,47,000$
Outcome	70%	$30 / 85 \times 70 = 24.70$	$700 \times 2400 \times 24.70\% = 4,14,960$
Total			14,92,326

Targets or payment frequency may be for month, quarter or bi-annual but, it is suggested to include yearly assessment of performance indicators of partner agency for calculation of any kind of penalty or reduction in unit cost until / unless it is specifically provided in RFP and contract that performance would be evaluated on monthly/quarterly or bi-annual basis.