



Ref: Advt No. – 26/18 dated 13.07.2018.

## REQUEST FOR PROPOSAL

**“Public-Not for profit Partnerships”** for Operation and Management of Primary Health Centers (PHC) under NHM, Odisha

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to bidder(s), whether verbally or in documentary form by or on behalf of the District Authority under Department of Health & Family Welfare, Govt. of Odisha, or any of their employees or advisors, is provided to bidder(s) on the terms and conditions set out in this RFP document. This RFP document is not an agreement and is not an offer or invitation by the District Authority or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their proposal and detailed Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Some bidders may have a better knowledge of the proposed Project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. District Authority / Department, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. District Authority / Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## Table of Contents

Sl. No.	Description	Page No.
1	Section 1: Notice inviting proposal	4
2	Section 2: Schedule of proposal submission	5-6
3	Section 3: Instruction to bidders	7- 13
4	Section 4: Terms of Reference for Operation and Management of PHC under NHM	14-15
5	Section 5: Principle of Arrangement.	16-17
6	Section 6: Service Description & Responsibilities	18-23
7	Section 7: Terms and Conditions	24-28
8	Section 8: Evaluation of proposals	29-31
9	Section 9: RFP formats for submission of proposal	32-43

### **Section 1: - NOTICE INVITING PROPOSAL**

Detailed proposals are invited from eligible entities to select the agency for the “Operation and Management of PHC” under NHM, Odisha.

#### **Important timelines**

Sl. No.	Activity	Timeline
1	Date of advt. publication.	<b>13<sup>th</sup> July, 2018</b> ( The detailed RFP document downloadable from Website: <a href="http://www.nrhmorissa.gov.in">www.nrhmorissa.gov.in</a> )
2	Date & Time of Pre-bid meeting	<b>21<sup>st</sup> July, 2018</b> Time: 3.30 PM Venue: Conference Hall. Mission Directorate, NHM. Annex Building of SIHFW. Unit-8. Bhubaneswar – 751012.
3	Last date for submission of the Proposal	<b>Date: 3<sup>rd</sup> August, 2018, Time: 05.00 PM</b> Details of the Name and address for submitting the proposal in respective Districts are mentioned at <u>Section 2: Schedule of Submission.</u> <b>NB: Proposals should be submitted through Speed post/Registered post only. No other form of submission will be accepted. Proposal (s) submitted after the due date &amp; time will not be accepted.</b>
4	Opening of the proposal at the District level	<b>Date: 4<sup>th</sup> August, 2018</b> Time: 11 AM Place: Office of the CDM&PH Officer of the concerned District. (In case it is a holiday, the date of opening of the proposal will be the next working day)

## **SECTION 2: SCHEDULE OF PROPOSAL SUBMISSION**

The following are the district wise list of PHC for which proposals are invited. The Bidders are requested to submit their application as per the details below.

<b>Sl. No.</b>	<b>RFP No</b>	<b>Name of the PHC</b>	<b>District</b>	<b>Address for submission of Bid Document</b>
1	NHM/PHC Mgt. Project/2018/01	Paschimabad	Balasore	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital At/Po: Balasore, Dist:Balasore, Odisha
2	NHM/PHC Mgt. Project/2018/02	Badukla	Bolangir	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital At/Po: Bolangir, Dist: Bolangir. Odisha
3	NHM/PHC.Mgt. Project /2018/03	Khankiara	Dhenkanal	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Dhenkanal, Dist:Dhenkanal, Odisha
4	NHM/PHC.Mgt. Project /2018/04	Sirimula		
5	NHM/PHC. Mgt. Project /2018/05	Dadaraghati		
6	NHM/PHC. Mgt. Project /2018/06	Manitara	Ganjam	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Ganjam, Dist: Ganjam, Odisha
7	/NHMPHC. Mgt. Project /2018/07	Goudagotha		
8	NHM/PHC. Mgt. Project /2018/08	Rahada		
9	NHM/PHC. Mgt. Project /2018/09	Pandripara		
10	NHM/PHC. Mgt. Project /2018/10	Baranga		
11	NHM/ PHC. Mgt. Project /2018/11	P.Govindapur	Gajapati	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital At/Po: Gajapati, Dist:Gajapati, Odisha
12	NHM/PHC. Mgt. Project /2018/12	Baijhal		
13	NHM/PHC. Mgt. Project /2018/13	Nakrundi	Kalahandi	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Kalahandi, Dist:Kalahandi, Odisha
14	NHM/PHC. Mgt. Project /2018/14	Audri		
15	NHM/PHC. Mgt. Project /2018/15	Barabandha		
16	NHM/ PHC. Mgt.	Dhunsuli		

	Project /2018/16			
17	NHM/ PHC. Mgt. Project /2018/17	Artal		
18	NHM / PHC. Mgt. Project /2018/18	Bilabadi	Kandhamal	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Kandhamal, Dist: Kandhamal, Odisha
19	NHM/PHC. Mgt. Project /2018/19	Mardiapanga		
20	NHM/ PHC.Mgt. Project/2018/20	Khamankhole		
21	NHM/ PHC.Mgt. Project/2018/21	Lankagada		
22	NHM/PHC. Mgt.Project/ 2018/22	Batighara	Kendrapada	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Kendrapada, Dist:Kendrapada, Odisha
23	NHM/PHC. Mgt.Project /2018/23	Populur	Malkangiri	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Malkangiri. Dist: Malkangiri, Odisha
24	NHM/PHC. Mgt.Project/2018/24	Gudugudia	Mayurbhanj	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Mayurbhanj, Dist:Mayurbhanj, Odisha
25	NHM/PHC. Mgt.Project//2018/25	Chadehipahadi		
26	NHM/PHC. Mgt.Project//2018/26	Ichapur	Nawarangapur	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Nawarangapur, Dist: Nawarangapur, Odisha
27	NHM/PHC. Mgt.Project//2018/27	Dumurimunda		
28	NHM/PHC. Mgt.Project/2018/28	Sanagumuda		
29	NHM/PHC. Mgt.Project /2018/29	Sunabeda	Nuapada	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Nuapada, Dist: Nuapada, Odisha
30	NHM/PHC. Mgt.Project /2018/30	Jangili	Rayagada	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Rayagada, Dist: Rayagada, Odisha
31	NHM/PHC. Mgt.Project /2018/31	Dangasaroda		
32	NHM/PHC. Mgt.Project /2018/32	Tangargaon	Sundargarh	The CDM & PH Officer-cum-District Mission Director, District Head Quarter Hospital, At/Po: Sundargarh,

				Dist: Sundargarh, Odisha
--	--	--	--	--------------------------

## SECTION 3 - INSTRUCTIONS TO THE BIDDERS

### 3.1 Scope of Proposal

Interested bidders fulfilling the eligibility criteria **may apply for one or more than one PHC by submitting their bid separately for each PHC Mgt. Project they are intending to apply, from amongst the PHCs listed in Section 2: schedule of proposal submission.** The following points are to be ensured while applying for the project.

- (a) Detailed description of the objectives, scope of services, deliverables and other requirements relating to "Operation and Management of Primary Health Centers (PHC)" are specified in this RFP. The manner in which the Proposal is required to be submitted, accepted and evaluated is also explained in this RFP.
- (b) Proposals must be submitted through **Speed post/Registered post only** within the due date and time mentioned in this RFP. **Application submitted in any other form and received after the due date and time will not be accepted.**
- (c) The selection of the Agency shall be on the basis of an evaluation by the Desk appraisal Committee & District NGO Committee of the concerned District through the Selection Process specified in this RFP. Bidders 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 the CDM&PH Officer-cum-District Mission Director's decision is without any right of appeal whatsoever.
- (d) The bidder shall submit its Proposal in the form and manner as specified in this RFP. **There shall not be any Financial Proposal to be submitted in the tender, as this is a fixed cost based project.** The cost of project is Rs. 21, 09, 240/- per institution per annum (fixed cost) & Rs. 8 lakhs (Performance Incentive). The cost may be modified based on approval in NHM PIP 2018-19. The continuation of the project is subject to the approval of the activity in NHM PIP.
- (e) Upon selection, the agency shall be required to enter into an Agreement with the CDM&PH Officer-cum-District Mission Director of the concerned District for implementation of the project. The implementation of the "Operation and Management of Primary Health Centers (PHC)" will be guided by the terms and conditions of the agreement.

### 3.2 Eligibility Criteria

The entities fulfilling the following criteria are eligible to apply:

1. It must be registered under Society Registration Act/Indian Trust Act/Company act.
2. If registered under Society Registration Act, It must have the provision of health services,

health care, primary healthcare, and any other health related services in its memorandum of association.

3. If it is a Trust, it must have been formed to provide health services, health care, primary health care or any other health related services.
4. Private medical colleges may apply. Hospitals run under the aegis of public Sector/Companies and Institutions suitably registered may also apply.
5. In case of company, it must be in Section 8 of Companies under the companies Act 2013 (erstwhile Sector 25 Companies under Companies Act 1956) with provision of healthcare as one of the businesses in the memorandum of association.
6. One person Companies are not eligible to apply.
7. To be eligible to apply, the entity **must be in existence for at least 5 years as on 31<sup>st</sup> March, 2018**. Organizations established/registered after 31<sup>st</sup> March, 2013 are not eligible to apply
8. The entity if registered in Society Registration Act, must have an Unique ID no. through the portal NGO-DARPAN of NITI Aayog.
9. The entities must produce demonstrable and verifiable evidence of providing clinical, outreach and public health services for a period of three years.
10. The entities should have an annual turnover of at least Rs 25 lakhs per annum in the last three financial years (2014-15, 2015-16, and 2016-17).
11. The entities must submit an undertaking for the willingness to sign the service level agreement towards the implementation of the project.
12. The entities should have meetings & minutes of the Executive Committee/ Governing body/any other body meeting based on bye-law/memorandum of the society/registration document of last three financial years till 2017-18.
13. Self certified willingness of an Allopathic doctor to work in the proposed PHC for which the organization is applying for is mandatory along with the application form, else the application will be rejected. If the entity is applying for **more than one PHC**, separate self certified willingness letter of the doctor for **each PHC** applying for is to be submitted.
14. The entity must enclose documents of having minimum of Rs. 10 lakhs as fixed assets in the name of the entity in terms of Land, building and other fixed assets. **(Only applicable for the entities registered as per section.2)**
15. The entity must not never have been "blacklisted"/ debarred from participating in any tendering process by any State Govt./Central Govt.Institutions. An affidavit to this effect is to be submitted.
16. The entity or any of its office bearers must not have been convicted/case pending against them by any court of law in India or abroad for any civil/criminal offences. An affidavit to this effect is to be submitted.
17. If based on any adverse report against the organization from the District/ NHM/any



Govt. Departments, the partnership of the organization has been discontinued or due to poor performance in implementation of any PPP projects under NHM is identified by the external evaluating agency, then the organization shall not be eligible to apply for the same district for the same project. **In case the services of the organization have been discontinued on the basis of the conduct of any financial irregularities, it will not be allowed to apply in any of the district under any scheme.**

18. Entity should have been registered under 12-A of Income Tax exemption.

### 3.3. Submission and Signing of Proposal

The proposal shall be submitted in the following ways:

- i. The Proposal shall be typed or written legibly in English in indelible ink and shall be signed by the authorized representative of the entities.
- ii. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal have put his/their initials prior to submission of the same.

### 3.4. Packing, Sealing and Marking of Proposal

The proposal and attached documents must be inserted in a single envelope, along with applicant's name and address in the left hand corner of the envelope and superscribed as **Proposal for "Public-Not for profit Partnership" for the operation and Management of Primary Health Centres (PHC),.....(Name of institution).....(District) under NHM. RFP No.....** (Please mention the RFP no. as mentioned in Section 2)

The application envelopes shall be addressed to the CDM & PH Officer cum District Mission Director as per the detailed address mentioned at the Section - 2: Schedule of Proposal Submission. If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM & PH Officer will assume no responsibility for the proposal's misplacement or premature opening. Telex, cable or facsimile proposals will be rejected.

### 3.5. Content of the Proposal

The entity fulfilling the eligibility criteria may submit the information/documents as mentioned in the RFP along with a covering letter on its letter head indicating their interest to apply for the project. They need to submit a project proposal mentioning the strategy to operate and manage the PHC they are applying for in conformity with the Terms of Reference mentioned in this RFP.

### 3.6. EMD deposit

**EMD of Rs.40, 000/-** per each PHC applied for in the shape of a Demand Draft or Banker's Cheque in favour of **ZSS, NRHM Additionalities, .....** (Name of the District for which the bidder is applying for) is to be submitted along with the bid. Details of the Demand Draft or Banker's Cheque (DD/BC No., date, name of the Bank) should be mentioned in the bid.

The EMD will be refunded after selection of the successful bidder. No interest will be paid on the EMD. **Bid proposals not accompanied by EMD will not be considered.** EMD of the bidder will be forfeited if it is discovered that the bidder has submitted false or forged or incorrect or misleading documents or information.

### 3.7. Sequence of Proposal submission:

The following sequence must be followed while submitting the proposal.

Sl.no	Sequence of the Document to be submitted
1	Covering letter for the project by the Entity in its letter head – <b>Document. 1</b> - To be submitted in <b>Form - T1</b> .
2	Name, Address, Registration details of the Agency – <b>Document. 2</b> - To be submitted in per <b>Form T2</b> .
3	Copy of the Registration Certificate or equivalent certificate ( <b>Document. 3</b> )
4	Copy of the Memorandum of Association or equivalent document ( <b>Document. 4</b> )
5	Annual Financial Statements with audit report attached for the last 3 years: 2014-15, 2015-16, 2016-17 ( <b>Document. 5</b> ). To be submitted in <b>Form-T3</b>
6	Annual Reports of the entity for the last three years i.e. 2015-16, 2016-17, 2017-18. In case run by the PSUs, annual reports of the PSUs. ( <b>Document. 6</b> ). Organizations not preparing annual reports should provide legitimate reasons for not preparing the same. A document containing details of the activities undertaken by the Organization during the last three years. ( <b>To be submitted in Form - T4</b> and the relevant work order/contract copies of the same. ( <b>Document 7</b> )
7	Names of the Office Bearers along with their addresses (in case of Trusts and Registered Societies) / Names of the key personnel along with their addresses for Other Organizations ( <b>Document- 8</b> )
8	A certificate that the bidder has never been "blacklisted"/ debarred from participating in any tendering process by any State Government/central Government institutions. The bidder may provide details of circumstances of the cases. ( <b>Document- 9</b> ) To be submitted in <b>Form - T5</b> .
9	Self certified willingness of an Allopathic doctor to work in the proposed PHC for which the organization is applying for along with the application form. ( <b>Document-10</b> ). To be submitted in <b>Form - T6</b> .
10	An undertaking that the office bearer of the Organization has not been convicted/case pending by any court of law in India or abroad for any criminal offence. ( <b>Document- 11</b> ). To be submitted <b>Form – T7</b> .
11	An undertaking that the Organization is willing to sign the service level agreement. ( <b>Document 12</b> ). To be submitted in <b>Form – T8</b> .

12	Copy of the resolution of the competent authority in the Organization authorizing the signatory to respond to this invitation <b>(Document 13)</b> .
13	A document containing the vision, mission and organizational structure of the Organization <b>(Document: 14)</b>
14	Copy of PAN card, <b>(Document: 15)</b>
15	Copy of Bank Pass Book, <b>(Document: 16)</b>
16	A document containing the details, which inter alia must include the names, addresses and educational qualifications of key personnel employed by the Organization during the last three years including those employed at the time of submission of this bid <b>(Document 17)</b> .
18	Descriptions of activities of the Organization in the primary health care system in any parts of India emphasizing (a) geographical area (b) outputs (c) manpower dedicated to projects (d) outcome <b>(Document 18)</b> .
19	A document containing the Information technology capacity of the Organization indicating capacities in terms of (a) hardware (b) application software (c) usage <b>( Document 19)</b> .
20	Income Tax and Other Tax registration certificates: Registration under 12-A of Income tax act 1961. <b>(Document 20)</b> .

All the information, documents, filled in forms must be submitted with clear indication of the Page Number as per above. In case the document contains more than one page, it should be properly bound and identified with clear heading on the first page. All pages of above supporting documents and proposal must be signed by the Authorized signatory of the entity along with seal, failing which the application shall be rejected.

### 3.8. Financial Bid:

No financial bid is required to be submitted as this is a fixed cost based project.

### 3.9. Number of Proposals

Interested bidders fulfilling the eligibility criteria may submit their proposal **separately** for any one /more than one or all PHCs. They have to submit their proposal(s) to the District(s) in which the PHC is located. However, a bidder is eligible to submit only one proposal for one PHC.

### 3.10. Cost of Proposal

The bidder shall be responsible for all the cost associated with the preparation of their proposals and their participation in the selection Process. The concerned district authority will neither be responsible nor in any way be liable for such costs, regardless of the conduct or outcome of the selection Process.

### 3.11. Acknowledgement by the bidder

- (a) It shall be deemed that by submitting the Proposal, the bidder has: -
- (i) Made a complete and careful examination of the RFP;
  - (ii) Received all relevant information requested from the concerned District authority.
  - (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the concerned district authority relating to any of the matters stated in the RFP Document;
  - (iv) Satisfied itself about all matters, things and information, necessary and required for submitting the Proposal and performance of all of its obligations there-under;
  - (v) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (b) The concerned district authority shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake in any information or data given by the concerned district authority.

### 3.12. Language

The proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the selection process shall be in English language and strictly as per the forms provided in this RFP. No supporting document or printed literature shall be submitted with the proposal unless specifically asked for. In case any of these Documents is in another language than English, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### 3.13. Proposal Due Date

RFP filled in all respect must reach O/o the CDM&PH Officer of the concerned District at the address, time and date specified in the Section 1: Notice inviting proposal, through Speed Post/ Regd. Post only. If the last date for the submission of RFPs is declared as a holiday, the RFPs will be received up to the appointed time on the next working day.

### 3.14. RFP Opening and Process of Selection

- (a) The concerned district authority in their respective Districts will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned in the Section 1: Notice inviting proposal.
- (b) The bidder/their authorized representatives who will be present shall sign a register recording their attendance.

- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.
- (d) The District Committee will conduct the screening process of the valid proposals received within the due date and having EMD attached. The Committee will verify whether all the required documents as per the advertisement have been submitted along with each proposal. If at all, any deficiency in document submission is found out in any of the proposal, the same will be informed.
- (e) After conducting further process, the qualifying checklist and score sheet of the desk appraisal process along with the reasons of rejection, if any, will be hosted in the respective District Website inviting objection by giving 7 days notice.
- (f) The bidder has to score a minimum of 50% of marks in the score sheet in order to be eligible to get the award. No field appraisal process will be conducted for selection.
- (g) The bidders who has scored 50% or above in the score sheet for each PHC shall be called to the office of CDM&PH Officer of the respective District for necessary verification of their original documents that they have submitted along with their application.
- (h) After due verification of the original documents, PHC wise merit list will be notified in the website.
- (i) The process will be approved in the District NGO Committee and will be recommended to the State for approval. The final selection result will be notified after the due approval from the State.

### **3.15. Conditions of Selection:**

In a district maximum up to any 5 partnership projects (including existing and new) under NHM can be sanctioned to a particular entity.

### **3.16. Post Selection Procedure:**

- i. After approval of the competent authority i.e. by the SNGO Committee the selected agency will be informed in writing of its selection for the concerned PHC. . This will be the letter of award which shall be issued by the concerned district authority to the selected agency.
- ii. Within 15 days of the issue of the letter of award the selected agency of the concerned district will be required to inform the Chief District Medical & Public Health Officer cum District Mission Director in writing of its acceptance of the award, failing which, the award will be offered to the 2nd rank bidder for the PHC.
- iii. On completion of these formalities, the District authority will inform the selected agency regarding date of signing of the service level agreement.

## **SECTION 4: Terms of Reference for the Operation and Management of PHC under NHM.**

### **4. 1. Introduction/Background**

- 4.1. India has made rapid progress in the past few decades in the public health System as reflected improvement in key parameters such as infant, Child and Maternal Mortality Rates, Total Fertility Rate, and Crude Death Rates. There has been improvement in expanding access and coverage in much of the country. This has largely been achieved by strengthening public health system over the years, and substantially accelerated by the National Health Mission (NHM). NHM support was largely targeted toward improving primary health care and some components of secondary care i.e. strengthening service delivery at district and sub district levels.
- 4.2. Despite these improvements, comprehensive primary health care in India is yet to be made fully universal. Access to primary health care remains uneven across the length and breadth of the country. The wide variations in capacity, governance and institutional structures and state investments in health have determined the extent to which the NHM support has improved health care particularly for the vulnerable marginalized and those living in underserved areas such as remote rural geographies.
- 4.3. Inadequate primary health care is reflected in the escalating demands for secondary and tertiary care services resulting in overcrowding of facilities at these levels leading to high cost and poor health care. There is enough evidence to date demonstrate that quality primary health care mitigates cost and suffering.
- 4.4. With a view to further improving the quality of the primary health care in terms of clinical care and outreach services, NHM consider it desirable to hand over the function and responsibilities of operating and managing the selected Primary Health Centers (PHCs) to a concessionaire who would be allowed to operate and manage such facilities in accordance with the terms and conditions laid down in this services level Agreement. Government hopes that this would bring about considerable improvement in provision of competent clinical care and community outreach services including public health functions in these areas in the State.
- 4.5. NHM views the agreement as public private partnership in the public health system in Odisha. Such partnership is seen as a step towards strengthening the public health system and a measure towards facilitating and building the capacity of the state to manage such facilities by demonstrating models for comprehensive Primary Health Care.
- 4.6. The partnership will be initially for a period of one year. Subject to the agency scoring 70% or >in annual assessment after completion of one year of project, renewal of the partnership will be considered on the basis of the evaluation conducted by the concerned District NGO Committee.

- 4.7. Such partnership should not be seen as the Government abdicating its responsibility to provide public health service, but rather as a transitional measure towards facilitating the State to be able to manage such facilities after the term of the partnership ceases.
- 4.8. The spirit of such a public private partnership is essentially to share risks and rewards in such a manner that comprehensive primary health care can be provided to those who need these services. Government recognizes that such partnerships with organizations that have competence and credibility offers the government avenues to leverage the knowledge and expertise of such organizations to improve management and delivery of comprehensive primary health care services.
- 4.9. Government expects that grant in aid will not be treated as a business venture and will not be used to make profits.



## **Section 5. Principle of the Arrangement**

- 5.1 Both the parties agree to view the arrangements enforced by this agreement as a Public Private Partnership in the Public Health System in India. Such a partnership is seen as a step towards strengthening the Public Health System and as a measure towards facilitating and building the capacity of the state to manage such facilities by demonstrating models for comprehensive PHC, with an emphasis on active community engagement.
- 5.2 Both parties recognize that the Public Health System in India, despite phenomenal improvements, faces significant challenges. Both parties also recognize that the spirit of such a Public Private Partnership is essentially to share risks and rewards in such a manner so that comprehensive primary health care can be provided to those who need these services. NHM recognizes that such partnerships with organizations that have competence and credibility offers the governments avenues to leverage the knowledge and expertise of such organizations to improve management and delivery of comprehensive primary health care services.
- 5.3 Both parties are committed to enhance the health and well-being of residents of the area covered by the facilities in this agreement by providing high quality service, innovation and development and to meet identified needs within the resources available to both the parties.
- 5.4 NHM commits that the facilities run by such an arrangement will be treated no differently from other PHCs managed by Government of Odisha in terms of financing, training and capacity building.
- 5.5 The agency agrees and undertakes to implement all national/States health programmer/interventions including outreach activities.
- 5.6 The agency will, manage and maintain and ensure that the facilities are run in accordance with the Indian Public Health Standards (2012) and the list of the services to be provided attached at. Annexure A. In circumstances where IPHS standards cannot be met fully state Government shall decide on the relaxation of the standards but ensure that facilities are in a working condition through annual inspection.
- 5.7 The agency will establish a Rogi Kalyan Samiti within the Primary Health Centre mandated in the guidelines in a manner similar to that being run by government for a similar level of facility.
- 5.8 The agency will establish a transparent and "open to public" grievance redressal system within the facility.



- 5.9** For certain administrative powers such as the issuance of birth and death certificates, the state government would nominate the officer in charge of the nearest government managed facility as the issuing authority.
- 5.10** The agency will agree that the concession granted will not be treated as a business venture and will not be used to, make profits.
- 5.11** The Agency agrees that no money would be collected from the users of the facilities for any clinical consultation and service, diagnostic services or any other service provided in the facilities.
- 5.12** The agency will commit that no new building/extension to the existing will be undertaken without the prior written approval of NHM, Odisha, failure to adhere to this provision will lead to cancellation of the agreement forthwith and Government of Odisha will take over the facilities without any notice.
- 5.13** The agency commits that any land within the premises of the facilities will not be used in any manner without the prior written approval of NHM. Failure to adhere to this provision will lead to cancellation of the agreement forthwith and Government of Odisha will take over the facilities without any notice.
- 5.14** The agency agrees that by signing the Service agreement, no right on the property and assets of the facilities will be transferred to them now or at any future date. The agency will not claim any proprietary rights on land, buildings or any moveable or immoveable assets situated on the land pertaining to the facilities or in use in the facilities.

## 6. SERVICE DESCRIPTION AND RESPONSIBILITIES

**6.1** The basic unit of service delivery would be the Primary Health Center. The services should include the comprehensive primary health care package encompassing all outreach, including behavioral change through health education and health promotion, clinical and public health services. The conditions listed for preventive, primitive or curative actions which are broadly categorized into the following groups:

- (i) Care in pregnancy and child-birth. (The latter would be provided in specific facilities based on the state context).
- (ii) Neonatal and infant health care services and nutrition.
- (iii) Childhood and adolescent health care services including immunization.
- (iv) Family planning, Contraceptive services and Other Reproductive Health Care services.
- (v) Management of Common Communicable Diseases and General outpatient care for acute simple illnesses and minor ailments
- (vi) Management of Communicable diseases: National Health Programmers
- (vii) Screening and Management of Non-Communicable diseases including promotion of healthy life style.
- (viii) Screening and Basic management of Mental health ailments
- (ix) Care for Common Ophthalmic and ENT problems
- (x) Basic Dental health care
- (xi) Geriatric and palliative health care services
- (xii) Trauma Care (that can be managed at this level) and Emergency Medical services

6.2 List of Services to be provided at the PHC level are given below which is an indicative list and not an exhaustive list.

### List of services to be provided

Sl. No.	Health Condition: Number/ 1000/yr	Care in the Community/ Household visit/Community level meeting/School health Delivered by ASHA/AWW/School Teacher	Care at the Sub Center outreach session Delivered by ANM/Middle service provider	Care at the first referral site-PHC
---------	-----------------------------------	-------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------	-------------------------------------

1.	Care in Pregnancy Maternal Health.20 to 30/1000 population	Early diagnosis of pregnancy Counseling, support throughout pregnancy and delivery and motivation for institutional delivery, Nutritional information, Hygiene, Nutrition, Enabling take home Ration (THR) for pregnant woman through Anganwadi Worker, Identifying high risk births, Facilitating referrals. helping birth planning, post partum complication identification/support	Early registration, Regular Antenatal check-ups:includes Screening for Hypertension, Diabetes,Anaemia,Immunization, For mother –TT, Iron-folic Acid & Calcium Supplementation, MCH card Identification of High Risk Pregnancy and referral Antenatal High Risk Cases. Post Natal Cases High Risk, Abortions, <b>Normal Vaginal Delivery in Specified delivery site where Mid Level provider or ANM is trained as a Skilled Birth Attendant.</b>	Stabilization Antenatal in High Risk Cases. Post Natal Cases High Risk Cases Normal Vaginal Delivery, Complicated Deliveries &Post PartumHaemorrhage,Eclampsia,puerperal Sepsis,
2.	Neonatal and Infant Health(0 to 1 year of age)20/1000	6 house hold visit in neo-natal period of improve newborn care practices, Identification and care of low birth weight/preterm new born (with referral as required) counseling and support for early Breast Feeding, Improved weaning Practices, Identification of Birth Asphyxia, sepsis, Identification of congenital anomalies and appropriate referral Family/community education of Prevention of infections-ARI/Diarrhea -,identification and initiation of treatment-ORS/	Complete Immunization, Vitamin A Supplementation, Monitoring and assisting VHND: Care of Common illnesses of new born, AGE with mild dehydration case management, Treat, stabilize and refer server cases. Where deliveries take place: asphyxia management, newborn screening;	Birth Asphyxia server ARI, Diarrhea management, treat

3.	Child health, Adolescent health 234 children/1-10Years of age 143 adolescent/11-18 years of age	Growth Monitoring, Prevention through IYCF counseling, access to food supplementation-all linked to ICDS Detection of SAM referral and follow up care for SAM. Prevention of Anemia, use of /diarrhea /ARI, referral where needed. Pre-school and School Child: Biannual Screening, School Health Records, Eye care, De-worming; Adolescent Health Service: peer counseling, life skills education, personal hygiene,	Detection & Treatment of Anemia and other deficiencies in children and adolescents Early detection of growth abnormalities, delays in development and disability prompt Management of ARI and fever skin infection, acute Diarrheas, Adolescent health-counseling, referral as per need	Management of SAM children severe anaemia, or malnutrition, Severe Diarrhea & ARI management Diagnosis and follow up plan for disability and delays in development.
4.	Reproductive health and Contraceptive Service 170 eligible couples-	Preventive education for early marriage, Identifying eligible couple, and motivating for family Planning-delaying first child, spacing between two children. Access to spacing methods-OCP, ECP, condoms. Education and mobilizing for action against gender based violence Knowledge for and referral for RTI/STI, recognition of gender based violence	Counseling for Family Planning. Access to all spacing methods including IUCD Medical abortion RTI treatment-Syndromes First aid for GVK-link to referral centre and legal support centre.	ICUD, Vasectomy, Tubectomy, RTI/STI diagnosis and treatment, manual Vacuum aspiration, Hormonal & menstrual disorders tract infection and
5.	Management Chronic Communicable Diseases- Approx. 6 to 20 cases.- plus 1000	Tuberculosis; HIV, leprosy, Malaria, Kala-Azar, Filariasis, Other vector borne disease- prevention, identification, use of RDT/prompt measures examination, follow up medication compliance- Prevention-mass drug administration in filariasis, immunization for Jap B, RDK testing and treatment for malaria	Tuberculosis; HIV, leprosy, Malaria, Kala-Azar, Filariasis, Other vector borne disease Diagnosis treatment plan, follow up diagnostics, RDK+Lab testing and treatment for all vector borne disease	Confirmation of diagnosis, Management of Complications Treatment Plan.

6.	Management of Common Non-Communicable Diseases & Basic OPD care-(acute simple illness)	Symptomatic care for fevers, URIs, LRIs, diarrheas, Skin infections/Abscesses- identify/refer Symptomatic care for aches and pains.	Diagnosis and Management of common fever, ARIs and diarrheas, and skin infections. (scabies abscess) Management of common aches, joint pains, common skin conditions.(rash/urticaria) Indigestions, gastritis Acute febrile illness.	Diagnosis and Management of all fevers, gastroenteritis and skin infections.
7.	Management of Common Non-Communicable Diseases	Hypertension-Screening, Primary and Secondary. Diabetes mellitus- Screening, Primary and Secondary Prevention. Silicosis Fluor sis-Preventive action, early case identification, Chronic (COPD), and Asthma: Early detection prevention- primary and secondary, Epilepsy-early case identification, Mobilize+35 age group for NCDs for screening at village Level	Hypertension- Medication, enable specialist consultation, Follow measurement, Diabetes mellitus- Medication Follow up diagnostics, enable specialist consultation early referral for complications Cancers-Cervical, Breast, Oral-Screening, early referral. Silicosis, Fluor sis- follow up care Chronic Obstructive Pulmonary disease(COPD), and Asthma- Medication, follow up care Epilepsy- Medication early referral for complications	Hypertension- Medical management Diabetes mellitus medical management including complication Diagnosis, part treatment and follow up Cervical Breast, Oral Silicosis, Fluor sis- diagnosis, Chronic Obstructive Pulmonary disease(COPD), and Asthma diagnosis treatment plan Epilepsy- diagnosis treatment plan
8.	Management Mental illness	Screening for mental illness- using screening questionnaires/tools Community education and Preventive measures against Tobacco use and Substance Abuse, identification of people for De-Addiction Centers,	Detection and referral of mental illness follow up medication, counselling/support Confirmation and referral for de-addiction Management of Violence related concerns	Diagnosis and Treatment Plan for mental illness.
9.	Dental Care	Education on Oral Hygiene & Substance Abuse, in community and school-dental fibrosis-recognition	Dental hygiene Screening for gingivitis, dental caries, oral cancers. Treatment for glossitis, candidiasis (look for underlying disease) fever blister, aphthous ulcers.	Tooth abscess dental caries, scaling, extraction,

10.	Eye Care/ENT care	School: Screening for blindness and refractive errors, Community screening for congenital disorders and referral, Counseling and support for care seeking for blindness, other eye disorders first aid for nosebleeds, screening for congenital deafness, recognizing acute suppurative otitis media, other common ENT condition, and referral.	eye care in newborn, Screening for visual paucity, cataract and for Refractive Errors, Identification & Treatment of common eye problems- conjunctivitis; spring catarrh, exophthalmia, first aid for injuries, referral Management of common colds, ASOM, injuries, pharyngitis, laryngitis, rhinitis, URI, sinusitis.	Cataract Blindness, Glaucoma, Trachoma,
11.	Geriatric Care	Support to family in palliative care	Management of common geriatric ailments; counselling, supportive treatment, pain Management and provision of palliative care with support of ASHA	Referral care diagnosis and treatment plans
12.	Emergency Medicine	First Aid and First responder training for school teacher, Anganwadi workers and ASHAs.	Snake bites, scorpion stings, insect bites, dog bites Stabilization care in poisonings, trauma of any cause Minor injury, abscess management	Treatment of poisoning management of simple fractures, basic surgery and surgical emergencies.

### **6. 3 Human Resources to be required for operation and management of PHC (N) project:**

Followings are the Human Resources required to be positioned in the PHC (N) for operation and management of PHC.

Sl. No.	Category of Staff (to be selected as per Govt. eligibility norms)	No of post.	Eligibility Qualification
1.	Medical Officer (Allopathic)	1	<ul style="list-style-type: none"> <li>MBBS degree from an institute recognized by Medical Council of India. Must have valid registration from the Odisha Council of Medical Registration. Candidates having post qualification experience of working in hospital will be preferred. Age up to 65 years.</li> </ul>
2.	Ayush Medical Officer	1	<ul style="list-style-type: none"> <li>The candidate must have a bachelor degree in Ayurvedic medicine &amp; Surgery (BAMS)/Bachelor in Homeopathic</li> </ul>

			<p>Medicine &amp; Surgery (B.H.M.S) as the case may be, from a recognized university. He/ She must have completed the internship training if any.</p> <ul style="list-style-type: none"> <li>• He/She should have passes odia language in M.E standard.</li> <li>• Should have registered in the State Ayurvedic/Homeopathic Council and have renewed the license for the year, 2012. No provisional registration certificate will be enterentained.</li> </ul>
3.	Pharmacist	1	<ul style="list-style-type: none"> <li>• <b>Age-</b> S/he must have attained the age 21 years and must not be above the age of 32 years as on 01.07.2017 for the post.</li> <li>• <b>Minimum Qualification-</b> Degree/Diploma in pharmacy Minimum 1 year Experience in managing a drug store in a reputed hospital/health center organized by the Govt.</li> </ul>
4.	ANM	1	<ul style="list-style-type: none"> <li>• <b>Age-</b> She must have attained the age 21 years and must not be above the age of 32 years as on 01.07.2017 for the post, except ASHA those who have completed 1 year in the Health System in the State and below the age of 45 years.</li> <li>• <b>Minimum Qualification-</b>The candidates must have passed the HSC examination &amp; shall have completed ANM course from institution recognized by Govt and approved INC and must have registered in the odisha nursing council.</li> </ul>
	Lab Technician	1	<ul style="list-style-type: none"> <li>• <b>Age-</b> S/he must have attained the age 21 years and must not be above the age of 32 years as on 01.07.2017 for the post.</li> <li>• <b>Minimum Qualification-</b>The candidates must have passed in Diploma in Medical laboratory Technology from any of the 3 Govt Medical Colleges or from any other AICT approved institutions.</li> </ul>
6.	Attendant -cum- Sweeper	1	As decided by RKS

The Staff so engaged by the Agency shall be exclusively on the pay roll of the Agency and shall under no circumstances this staff will ever have any claim, whatsoever for engagement with the Government. The Agency shall be solely responsible for the performance and conduct of the staff notwithstanding the source of hiring such staff. The Agency shall be fully responsible for adhering to provisions of various laws applicable on them including labour laws. In case the Agency fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the Agency shall be fully responsible to compensate/ indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of any Act, which is in force or other laws as applicable on the occurrence of such situations.



## Section -7: Terms & Conditions

7.1 The Selected Agency will have to open a separate saving bank account for this grant-in – aid in any Nationalized bank. The account will be opened in the name of the project, which shall be operated jointly by at least two office bearers authorized for the purpose by the management committee of the Agency.

7.2 The selected Agency has to submit the monthly progress report on the functioning PHC (N) to Block MO I/C, CDMO at district level and NHM at State level in HMIS Format.

7.3 The amount of grant should be utilized only for the purpose for which it is sanctioned and the unspent balance of the grants shall be refunded after the close of the financial year.

7.4 The Agency will submit quarterly statement of expenditure and progress report to the district with a copy to NHM. At the end of the project year, the Agency shall furnish annual report of the project along with the audited reports.

**7.5. Period of Partnership:-** The duration of the project will be initially for one year. However, the project may be extended subject to the fund provision approved in NHP PIP and satisfactory performance of the Agency in PHC (N) operation and management.

### **7.6. Award of Contract and Agreement**

On evaluation of proposals and decision thereon, the selected agency shall have to execute an agreement with the District Authority within 15 days from the date of acceptance of their bid is communicated to them. This Request for Proposal along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit performance security deposit as per norm.

### **7.7. Commencement of Service**

The selected agency shall commence the service within **15 days** from the date of signing of the Agreement. If the agency fails to commence the service as specified herein, the district authority may, unless it consents to the extension of time thereof may cancel the agreement and forfeit the Performance Security.

### **7.8. Performance Security:**

The selected agency on acceptance must provide the Dist authority **a bank guarantee for Rs.100, 000/- (Rupees One lakh only) per project** from a nationalized bank valid for a period of minimum one year as performance security of the project which will have to be extended for a further period based on the period of extension.



## **7.9 Payment:**

- Financial assistance for the project will have two components namely “Fixed Cost” & “Performance Based Incentive”.
- The Fixed Cost refers to manpower, management and administrative affairs, infrastructure development, provisioning of basic equipment & instrument as per gap assessment. The fixed cost will be released on half yearly basis in advance.
- The fixed cost payment to the agency will be made in three installments i.e. 30%, 35% and 35%. The first installment will be paid after signing of the agreement and submission of the performance security. Subsequent installments will be paid after submission of 75% SOE of the previous installment.
- The Performance Based Incentive on activity based performance shall be paid on achievement of deliverables prescribed in the Annexure- A and shall be assessed and released on Bi- annual basis and will be paid in two installments. Out of the received performance incentive by the Agency, 50% of the incentive to be paid to the team of service providers engaged in the PHC (N). The remaining amount would be used by the NGO for the upkeep of the facility and for further improvements in the facility.
- Performance Incentive to staff of PHC (N) should be released on annual basis. It will be in proportionate to the performance of the Agency as per their annual performance assessment based on the norms prescribed as mentioned below:
  - If the institution scores from 70 % to 75%, the performance is to be considered as Good. In this case each staff will get 15% PI on their base remuneration.
  - If the institution scores from 76% to 80%, the performance is to be considered Very Good, each staff will get 20% PI on their base remuneration.
  - If the institution scores 81% & above, the performance is to be considered outstanding, In this instance, each staff will get 25% PI on their base salary.
- The annual budget of the project may revise in time to time on the basis of approval in the NHM PIP by MoH& FW, GoI.
- Govt. may introduce penalty clause on non- achievement of the major deliverables.

## **7.10: Performance Monitoring and Standard of Services**

- The performance of the Agency will be monitored largely on the basis of output based indicators specified in the key deliverables. These indicators and performance standards can be suitably expanded and/ or modified after mutual consideration and in the interest of better service delivery to the general public.

- The indicators of health service delivery expected from the Agency are of the minimum standard. The Agency would be encouraged to serve as a role model and to provide services at a much higher standard.
- An annual monitoring by a team of experts including a mix of external technical specialists shall be undertaken to review the working of the facilities.
- State shall use other mechanisms such as Health Management Information System (HMIS), and external monitoring process to assess performance on key indicators.
- A half yearly review meeting will be held and attended by appropriate levels of officials of the Government and from the selected agency to review the performance, the anticipated outcome as per the agreement and future service developments and changes.
- The existing RKS would be reconstituted at the PHC (N) level comprising representatives of the Agency, CHC Medical Officer, I/c, MO PHC (N), other members as per RKS guideline and not more than three representatives from the PRIs in the area. When the number of PRI is more than three, the name of the three nominees and their term will be decided by the RKS. At least one of the PRI nominees would be lady. The local MLA or MP of the area would be permanent

Special Invitees to the said committee. The committee would meet at least once, every two months and will be responsible for guiding/monitoring the project. It will address local issues and problems as are normally expected from such a committee.

- At the State level, NHM through its NGO/PPP cell will monitor and evaluate the programme. NHM will review the work done at the PHC (N) , suggest suitable improvement and mid-course correction and address the difficulties faced by the Agency in running of the PHC (N).
- Concurrent monitoring shall be conducted by NHM representatives along with the District Health Administration on quarterly basis and as when required and submit the report to appropriate authority besides Mission Director. The District Programme Management Unit (DPMU) will monitor the progress and send monthly report to NHM on a prescribed format.
- Fixed day review meeting of all PPP projects in every month/bi- monthly at District level.
- Third party evaluation of the project by an external agency.

## **7.11: ARBITRATION**

- If the agency fails to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Government or the agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the arbitrator to be appointed by the Government. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable

to act for any reason, he / she shall be replaced by another person appointed by the Government to act as Arbitrator.

- Services under this agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Government shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- Unless such payments are the direct subject of the arbitration.
- Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

## **7.12 . BREACH**

If either Party breaches the Conditions Contract or these Terms and Conditions and fails to remedy such breach within 30 days of written notice from any other Party calling for the breach to be remedied, then the non-breaching Party shall be entitled, without prejudice to any other rights that it may have in law, whether under the Contract or otherwise, to cancel the Contract without notice or to claim immediate specific performance of all the defaulting parties.

## **7.13. PENALTY**

If the agency fails to provide services as stipulated in the agreement, the States Government shall be entitled to fix penalty which would be deducted from the dues payable to the agency. However, in case there is no amount is due for payment to the agency, the penalty shall be recovered from them.

## **7.14. Force Majeure**

No penalty or damages shall be claimed in respect of any failure to provide service, which the agency can prove to be directly due to a war, sanctions, strikes fire, flood or tempest or Force Majeure, which could not be foreseen or overcome by the agency or to any act or omission on the part of persons acting in any capacity on behalf of agency provided that the agency shall at the earliest bring the same to the notice of the State Government.

## **7.15. TERMINATION**

- Either party may terminate this agreement by giving not less than one months' notice in writing to the other. This notice shall include reasons as to why the agreement is proposed to be terminated.
- The Government may terminate the agreement, or terminate the provision of any part of the Services, by written notice to the Agency with immediate effect if the Agency is in default of any obligation under the agreement, where the default is capable of remedy but the Agency has not remedied the default to the satisfaction of the Government within 30 days of at least two written advice after service of written notice specifying the default  
Cine requiring it to be remedied; or
  - the default is not capable of remedy; or
  - the default is a fundamental breach of the agreement

- If the Government terminates the agreement and then makes other arrangements for the provision of the Services, it shall be entitled to recover from the Agency any loss that had to be incurred due to such sudden termination of agreement.
- Both the parties agree that no further payment would be made to the Agency, even if due till settlement of anticipated loss as a result of premature termination of the agreement.
- The Government reserves the right to terminate the agreement without assigning any reason if services of the Agency create serious adverse publicity in media and prima facie evidence emerges showing negligence of the Agency.
- At the time of termination, the Agency agrees to hand over all moveable and immoveable assets to the authorized representative of the State Government on a mutually agreed date on "as is where is" basis.
- The Agency agrees that no asset will be moved out of the premises or destroyed other than consumables used during the normal course of operation of the facilities, at any time during the period from the effective date to the date of termination without the prior written approval of the State Government.
- The concessionaire agrees that the date of handing over in terms of clause 16.6 above will not be more than 15 calendar days from the date of termination.

#### **7.16. Indemnity**

- By this agreement, the agency indemnifies the Government Odisha against damages of any kind or for any mishap/injury/accident caused to any personnel/property of the facilities.
- The agency agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the Agency.

#### **7.17. Redressal of grievances**

The grievance related to the "Operation and management of PHC" is to be redressed at the level of CDM&PH Officer of the District.

#### **7.18. Jurisdiction of Court**

Legal proceedings if any shall be subject to the concerned District jurisdiction only.

#### **7.19. Compliance with existing laws**

The Agency agrees to abide by all laws of the land as will be applicable for operation and maintenance of the facility.

#### **7.20. Right to Accept and Reject any Proposal**

The District Authority reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.

## SECTION 8 – Evaluation of the proposals.

### 8.1 Evaluation of Technical Proposals

In the first stage, the proposal will be evaluated on the basis of agency's fulfillment of **eligibility criteria**. Only those bidders who qualify as per the eligibility criteria, their bid will be considered for the next stage of evaluation i.e Award of Marks. The bidder has to score **at least 50 or above** in order to be considered for the preparation of merit list for the PHC.

#### SCORING SHEET FOR THE ASSESSMENT OF THE BIDDER FOR PHC MANAGEMENT PROJECT

Name of the Organization :

Name of the PHC applied :

District :

Sl.	Areas of assessment	Maximum marks	Marks obtained	MOV
1	<b>Registration &amp; establishment ( 20 marks)</b>			
	a) Years of existence of entities registered in Society Registration Act/Indian Trust Act/Indian Religious and Charitable Act(5--10 yrs-3marks, >10 yrs-5 marks)	5		Registration certificate
	b) Registered under 80G (if yes-2 mark, if No-0 mark)	2		80 G regd. certificate
	c) Working experience on health sector in the applied district (completion of minimum one year in project implementation-5 marks, completion of two years-7.5 marks and completion of 3 years & above-10marks)	10		MOU/Sanction order/Agreement
	d) Governance System (Meeting & minutes of the Executive Committee/ Governing body meeting based on bye-law & Memorandum of the society in the last financial year): (Less than 50% meeting-0 mark, 50%-75% meeting - 1 mark , >75% meeting - 3 marks)	3		Proceeding/ Meeting register of GB & EB
2	<b>Field level Experience (45 marks)</b>			
	a. Years of experience in implementing projects in health sector. (1-3 yrs=3 marks, > 3 yrs= 5 marks)	5		MoU/Sanction Order/Agreement
	b. Years of experience in implementing projects in health sector with the support of Govt. (1-3 yrs=3	5		MoU/Sanction Order/Agreement

	marks, > 3 yrs= 5 marks)			
	c. Years of experience in Managing Hospitals. (1-3 years= 5 marks; > 3 to 5 years=7 marks> 5 years=10 marks.)	10		MoU/Sanction Order/Agreement
	d. Experience in providing comprehensive primary health care services at institutional level (Maternal Health, Neonatal & Infant Health, Child health, Adolescent Health, Reproductive Health & Contraceptive services, Management of Chronic Communicable Diseases, Basic OPD Care, Management of Non-Communicable diseases, Management of Mental Illness, Dental Care, Eye Care/ENT Care, Geriatric care, Managing emergency Medicine store)( <b>maximum 10 marks</b> ) (1-3 yrs-5marks, >3-5 yrs-7 marks, > 10Years-10 marks )	10		MOU/Sanction order/Agreement
	e. Multistate experience in managing health Institutions. (Less than 1 yr-0 marks, 1 yr or above- 5 marks)	05		MoU/Sanction Order/ Agreement
	f. Experience in managing network of hospitals: 1. Period 1 to 3 years-3 marks 2. Period >3 to 5 years- 4 marks 3. Period >5 years- 5 marks	05		MoU/Sanction Order/ Agreement
	g. Own Patient referral transport services (1-3 yrs=3 marks, > 3 yrs – 5 yrs= 4 marks & > 5 years= 5 marks)	05		Log book/ other relevant document
	<b>Financial strength(20 marks)</b>			
	a. Financial turn over (minimum 25 lakhs as per last audit report - >25-30 lakhs -4 marks, > 30-40 lakhs-6 marks, > 40-50 lakhs- 8 marks & >50 lakhs-10 marks)	10		Audit report of last financial year
3	b. Proper maintenance of books of accounts (Assessed through verification)Y/N: Y-4 marks & N- 0 marks.	4		Record/ register verification
	c. Fixed assets in the name of the organization (minimum Rs. 8-10 lakhs assets-4 marks, > 10 lakhs assets-6 marks)	6		Balance sheet & fixed asset register
	<b>Staffing: Other strength (10 marks)</b>			
4	Agencies having a core staff of an optimum number of medical officers (Allopathy & AYUSH), Staff nurses/ANM, Pharmacist & LT in position for more than 3 yrs as project staff in the payroll of the organization (documents to be verified. <b>Maximum-2 marks</b> ). 2-5 category of staff –5 marks, >5 staffs– 10 marks). All five categories of staff must have at least	10		Acquaintance & HR documents

	engaged for more than 1 yr of period.			
5	<b>Other Strength: (05 marks)</b>			
	If the Organization received any National/State/District Level award for significant contribution in social development sector (National level-5 marks, State Level- 4 marks, District Level- 3 marks)	05		
<b>Total</b>		<b>100</b>		

### Signature of the Assessment Team

Name	Designation	Signature

**N.B: The proposals will be qualified if it scores at least 50 marks or more in technical evaluation.**

## **Section 9: RFP Formats for Submission of Proposal**



**Check List for Proposal Submission**  
**(Attach the checklist along with the Proposal)**

Sl.No	Particulars	Whether Submitted or not Yes/No	Page No.
1	Covering letter for the project by the Entity in its letter head –As per Form - T1		
2	Name, Address, Registration details of the Agency – As per form T2 & Attach relevant certificate		
3	Copy of the Registration Certificate or equivalent certificate (Document 1)		
4	Copy of the Memorandum of Association or equivalent document (Document 2)		
5	Annual Financial Statements duly audited with audit report attached for the last 3 years: 2014-15, 2015-16, 2016-17, (Document 3). Submit filled Form-T3		
6	Annual Reports of the entity for the last three years; 2015-16, 2016-17, 2017-18 / In case run by the PSUs, annual reports of the PSUs (Documents 4). Organizations not preparing annual reports should provide legitimate reasons for not preparing the same. A document containing details of the activities undertaken by the Organization during the last five years. ( Submit filled Form - T4)		
7	Names of the Office Bearers along with their addresses (in case of Trusts and Registered Societies) / Names of the key personnel along with their addresses for Other Organizations ( Document- 5)		
8	A certificate that the bidder has never been "blacklisted"/ debarred from participating in any tendering process by any State Government/central Government institutions. The bidder may provide details of circumstances of the cases. (Document- 8) Submit filled Form - T5.		
9	Self certified willingness of an Allopathic		

	doctor to work in the proposed PHC for which the organization is applying for along with the application form. (Document-9). Submit filled Form - T6.		
10	An undertaking that the office bearer of the Organization has not been convicted by any court of law in India or abroad for any criminal offence. (Document- 10). Submit filled Form – T7.		
11	An undertaking that the Organization is willing to sign the service level agreement. (Document 11). Submit filled Form – T8.		
12	Copy of the resolution of the competent authority in the Organization authorizing the signatory to respond to this invitation (Document 12).		
13	A document containing the vision, mission and organizational structure of the . Organization (Document 1)		
14	Copy of PAN card, (Document: 13)		
15	Copy of Bank Pass Book, (Document: 14)		
16	A document containing details of the activities undertaken by the Organization during the last five years. (Document 15 )		
17	A document containing the details, which inter alia must include the names, addresses and educational qualifications of key personnel employed by the Organization during the last five years including those employed at the time of submission of this bid (Document 16).		
18	Descriptions of activities of the Organization in the primary health care system in any parts of India emphasizing (a) geographical area (b) outputs (c) manpower dedicated to projects (d) outcome (Document 17).		
19	A document containing the Information Technology capacity of the Organization indicating capacities in terms of (a) hardware (b) application software (c) usage ( Document 18).		
20	Income Tax and Other Tax registration certificates: Registration under 12-A of Income tax act 1961. (Document 19).		

21	EMD (DD of Rs.40,000/-)	Yes/No	
22	Form T1	Yes/No	
23	Form T2	Yes/No	
24	Copy of the company/Agency Registration certificate	Yes/No	
25	Copy of PAN	Yes/No	
26	Form T3	Yes/No	
27	Photocopies of the audited P/L account of <b>each year highlighting the turnover</b> in support of that)	Yes/No	
28	Form T4	Yes/No	
29	Copies of Work Order/Contract certificates from the clients in support of similar works executed in support of the information provided in Form T4	Yes/No	
30	Form T5	Yes/No	
31	Form T6	Yes/No	
32	Form T7	Yes/No	
33	Form T8	Yes/No	

**FORM – T1**  
**(Covering Letter)**

*(To be furnished in the proposal)*

**PROPOSAL SUBMISSION FORM**

(On the letterhead of the agency)

To

The Chief District Medical & Public Health Officer,  
\_\_\_\_\_ *(Mention the District name)*

Re.: RFP Reference no. \_\_\_\_\_ dated \_\_\_\_\_

**Sub: Submission of the proposal for “Operation and Management of Primary health Center”,  
.....(name of the PHC applied for).....District under NHM.**

Dear Sir,

We, the undersigned, offer to provide the services for the “Operation and Management of Primary health Center” .....(Name of PHC).....(District). We are hereby submitting our Proposal in a sealed envelope.

We hereby declare our Confirmation of acceptance of the Conditions of Contract mentioned in the RFP document under reference cited above.

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

We understand that you are not bound to accept any proposal you receive.

**Yours sincerely,**

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

**(Seal of the entity)**

**FORM – T2**

*(To be furnished in the proposal)*

**PROFILE OF THE AGENCY**

Name of the Agency	
Headquarter Office Address	
Status of the Agency (Whether registered under Company / Society /Trust/Medical College/Hospital under Public Sector or Govt. companies & Institutions	
Name of the Chief Executive and authorized signatory	
Telephone Nos.: Landline Mobile	
Fax	
Email id	
Date of Establishment	
Income Tax No. (PAN)	
Branch office/s in Odisha (with location details)	

Authorized Signatory/Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

**(Seal of the entity)**

**FORM T3**

**ANNUAL AVERAGE TURN OVER STATEMENT**

*(To be furnished in the **letter head** of the Chartered Accountant)*

The Annual Turnover of M/s\_\_\_\_\_

For the last 3 financial years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover in Lakhs (Rs.)
1	2014-15	
2	2015-16	
3	2016-17	
Average Annual Turnover of last three years (Rs. In lakhs)		

Date:

Signature of Chartered Accountant  
(Name in Capital)

Place:

Seal

**Membership No**

***Note:***

- 1) *To be issued in the **letter head** of the Chartered Accountant with membership No.*
- 2) Also attach photocopies of the audited P/L account of **each year highlighting the turnover** in support of that.

**FORM T4***(To be furnished in the proposal)***Details of the experience during last three years**

(Attach separate sheets if the space provided is not sufficient)

Name of the assignment	Name/address of the Organization with whom the contract signed	Date of award of Assignment	Date of completion of assignment	Duration of the Contract	Value of the Assignment (in Rs.)	Key assignments accomplished as per the contract

Note: Please mention the experience related to managing hospitals, providing comprehensive primary health care, multi State experience in managing hospital, managing network of hospitals, having own patient referral transport services along with other health related experiences. Please furnish the relevant **Work order /Contract copies** of the works executed in support of the information mentioned above.

Authorized Signatory/Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

**(Seal of the entity)**

**FORM T5**

*(To be furnished in the proposal)*

**Format for Affidavit certifying that Entities are not blacklisted  
(On a Stamp Paper of relevant value)**

**Affidavit**

This is to certify and confirm that ..... (The name of the agency with address of the registered office) our organization / we or any of our promoter(s) / director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other entity of GoO or blacklisted by any state Government or central Government/ department / organization in India from participating in the Project/s, either individually or as member of a Consortium as on the\_\_\_\_\_ (Date of Signing of proposal).

We further confirm that we are aware that, our proposal 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 agreement period.

Dated this .....Day of ....., 2018

Authorized Signatory/Signature [*In full and initials*]:\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

**(Seal of the entity)**



**FORM T6**

*(To be furnished in the proposal)*

**Format for Willingness /Consent Letter of the Doctor**

I, Dr. .... (Name and address of the Doctor) hereby give my consent to the Secretary/ Executive Director\_\_\_\_\_ (name of the entity with address) to extend my service as Allopathic doctor, Medical Officer in charge of \_\_\_\_\_ (name of the PHC)\_\_\_\_\_ (name of the District) if the project is considered for sanction by NHM, Odisha.

This is for favour of your information and necessary action.

**Undertaking**

I, Dr.\_\_\_\_\_ At\_\_\_\_\_,Po\_\_\_\_\_,Dist\_\_\_\_\_,Odisha bearing Registration No\_\_\_\_\_ undertake that, I shall provide my documentary proof of Certificates & Registration Certificates as and when required.

Dated this .....Day of ....., 2018.

Authorized Signatory/Signature [*In full and initials*]:\_\_\_\_\_

Name and Title of Signatory:\_\_\_\_\_

**(Seal of the entity)**

**FORM T7**

*(To be furnished in the proposal)*

**Format for Undertaking of the Agency**

I, Ms/Mr. .... (The name of the agency with address of the registered office) does hereby declare and affirm that none of the office bearer of this organization has not been convicted by any court of law in India or abroad for any criminal offence. I undertake to abide by the decision of the Government. I also declare all information/facts/figures provided by me are true.

This is for favour of your information and necessary action.

Dated this .....Day of ....., 2018.

Authorized Signatory/Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

**(Seal of the entity)**

**FORM T8**

*(To be furnished in the proposal)*

**Format for WILLINGNESS/CONSENT LETTER.**

I, Mr/Ms . ..... (The name of the agency with address of the registered office) herewith giving my consent to sign the agreement abiding by all norms.

This is for favour of your information and necessary action.

Dated this .....Day of ....., 2018.

Authorized Signatory/Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

**(Seal of the entity)**

