



# **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 CONTENTS**

| SI. No. | Description                                       | Page No. |  |  |
|---------|---|----------|--|--|
| 1       | Section 1: Notice inviting proposal               | 4        |  |  |
| 2       | Section 2: Schedule of proposal submission        | 5        |  |  |
| 3       | Section 3: Instruction to bidders                 | 6-12     |  |  |
| 4       | Section 4: Terms of Reference for Operation and   | 13 -14   |  |  |
|         | Management of PHC under NHM                       |          |  |  |
| 5       | Section 5: Principle of Arrangement.              | 15-16    |  |  |
| 6       | Section 6: Service Description & Responsibilities |          |  |  |
| 7       | Section 7: Terms and Conditions 22-26             |          |  |  |
| 8       | Section 8: Evaluation of proposals 27-29          |          |  |  |
| 9       | Section 9: RFP formats for submission of proposal | 30-42    |  |  |

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

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

# **Important timelines**

| SI. No. | Activity                                       | Timeline  |  |  |
|---------|--|---|--|--|
| 1       | Date of advt. publication.                     | 16/09/ 2020 (The detailed RFP document downloadable from Website: www.nhmodisha.gov.in)   |  |  |
| 2       | Pre bid Queries, if any.                       | The pre bid queries, if any, are to be addressed in the e-mail ID: pppcellnrhm@gmail.com latest by 21/09/2020 by 5.00 P.M. The clarification/amendment, if any, due to the pre bid queries shall only be hosted in the NHM, Odisha website (www.nhmodisha.gov.in (under 'Tender' link).   |  |  |
| 3       | Last date for<br>submission of the<br>Proposal | Date: 06/10/2020, Time: 05.00 PM  Details of the Name and address of submitting the proposal are mentioned at Section 2: Schedule of Submission.  NB: Proposals should be submitted through Speed post/Registered post/Courier only. No other form of submission will be accepted. Proposal (s) submitted after the due date & time will not be accepted. |  |  |
| 4       | Opening of the proposal at the District level  | Date: 07/10/2020 Time: 11.00 AM Place: DPMU, NHM (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.

| SI No | RFP No                            | Name of the PHC(N) | District   | Address for submission of<br>Bid Document  |  |
|-------|-----------------------------------|--------------------|------------|--|--|
| 1     | NHM/PHC. Mgt.<br>Project /2020/1  | Mudulipada         |            | The CDM&PHO-cum-District Mission Director,                                       |  |
| 2     | NHM/PHC. Mgt.<br>Project /2020/2  | Jodambo            | Malkangiri | At/Po: Malkangiri, Dist: Malkangiri, Odisha                                      |  |
| 3     | NHM/ PHC. Mgt.<br>Project /2020/3 | Janabai            |            | C C  |  |
| 4     | NHM/ PHC. Mgt.<br>Project /2020/4 | Keskapadi          | Koraput    | The CDM&PHO-cum-District Mission Director, At/Po: Koraput, Dist: Koraput, 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 Management 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/Courier 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 and 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&PHO-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. 22, 67,794/- per institution per annum (fixed cost) as per provision made in the NHM PIP 2020-21. The cost may be modified based on approval in NHM PIP time to time. The continuation of the project is also subject to the approval of the activity in NHM PIP.
- (e) Upon selection, the agency shall be required to enter into an MoU with the CDM&PHO-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 for the Agency

The entities fulfilling the following criteria are eligible to apply:

- 1. It must be registered under Society Registration Act/Indian Trust Act/Company Act.
  - (a) 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.
  - (b) 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.
  - (c) 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.
- 2. Medical Colleges/Hospitals run under Govt/Public Sector/Private Sector suitably registered may also apply.
- 3. One person Companies are not eligible to apply.
- 4. To be eligible to apply, the entity must be in existence for at least 5 years as on 31st December 2019. Organizations established/registered after 31st December 2014 are not eligible to apply.
- 5. The entities must have minimum 5 years of proven field level experience in Health & Family Welfare Programmes or any Social Development Sectors as on 31st December 2019.
- 6. The entity if registered in Society Registration Act, must have an Unique ID no. through the portal NGO-DARPAN of NITI Aayog.
- 7. The entities should have an annual turnover of at least Rs 25 lakhs per each year in the last three financial year i.e 2016-17, 2017-18 & 2018-19.
- 8. 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 as per audit report of last FY 2018-19.
- 9. Entity should have been registered under 12-A of Income Tax exemption.
- 10. The entity must not never have been "blacklisted"/ "debarred" from participating in any tendering process by any State Govt./Central Govt.Institutions. An original affidavit to this effect is to be submitted.
- 11. 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 original affidavit to this effect is to be submitted.
- 12. 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. 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.
- 13. The entities must submit an undertaking for the willingness to sign the service level agreement towards the implementation of the project.

## 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 super scribed as **Proposal for** "Public-Not for profit Partnership" for the operation and Management of Primary Health Centre (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 & PHO-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 & PHO 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. Earnest Money Deposit (EMD)

**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. In case of successful bidder, the EMD furnished by the bidder shall be refunded after submission of Performance Security for execution of contract.

# 3.7. Sequence of Proposal submission:

The following sequence must be followed while submitting the documents in the proposal/bid. The declaration in the same format required to be submitted in the **Annexure-A** along with the bid.

| SI. | Sequence of the Document to be submitted   |  |  |
|-----|--|--|--|
| No  |  |  |  |
| 1   | EMD of Rs. 40,000/- in the mode of DD/BC.  |  |  |
| 2   | Covering letter for the project by the Entity in its letter head ( <b>Document. 1</b> )-   |  |  |
|     | To be submitted in <b>Form - T1</b> .  |  |  |
| 3   | Profile of the Agency (Name, Address, Registration etc.) – ( <b>Document. 2)</b> - To  |  |  |
|     | be submitted as per <b>Form T2</b> .   |  |  |
| 4   | Copy of the Registration Certificate or equivalent certificate ( <b>Document</b> . 3)  |  |  |
| 5   | Copy of the Memorandum of Association or equivalent document ( <b>Document</b> . <b>4)</b>   |  |  |
| 6   | Copy of Unique ID No. through the portal NGO-DARPAN of NITI Aayog (only in case of NGO Regd under Society Regd. Act) ( <b>Document. 5</b> ). |  |  |
| 7   | Copy of the 12A Certificate (Document-6)   |  |  |
| 8   | Copy of the 80G (Document-7)   |  |  |
|     | Annual Financial Statements with audit report attached for the last 3 years 2016-  |  |  |
| 9   | 17, 2017-18, 2018-19 duly audited by a qualified CA (Document. 8). To be   |  |  |
|     | submitted in Form-T3   |  |  |
|     | Annual Reports of the entity for the last three years i.e. 2016-17, 2017-18, 2018-   |  |  |
| 10  | 19. In case run by the PSUs, annual reports of the PSUs. (Document. 9).  |  |  |
|     | Organizations not preparing annual reports should provide legitimate reasons   |  |  |
|     | for not preparing the same.  |  |  |
| 11  | Fixed Asset Statement of last Financial Year duly audited by a qualified CA. <b>(Document. 10)</b> . To be submitted in <b>Form-T4</b>       |  |  |
| 12  | Work experience of the Agency ( <b>Document. 11</b> ). To be submitted in <b>Form-T5</b>   |  |  |
|     | MoU/Agreement documents pertaining to work experience in implementing  |  |  |
| 13  | projects in any Social Sector out of any Govt. Funding ( <b>Document. 12</b> )   |  |  |
| 4.4 | MoU/Agreement documents pertaining to work experience in implementing  |  |  |
| 14  | projects in any Social Sector out of any Private Funding ( <b>Document. 13</b> )   |  |  |
| 15  | MoU/Agreement documents pertaining to work experience in implementation  |  |  |
| 15  | of projects in social sector in the applied district ( <b>Document. 14</b> ).  |  |  |
| 16  | MoU/Agreement documents pertaining to Multi-State work experience in   |  |  |
| 10  | implementing similar projects (Hospital operation/management) out of any   |  |  |

|    | Funding support ( <b>Document. 15)</b> .   |
|----|--|
| 17 | 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- 16</b> )  |
|    | Name of the Staffs & qualification in the payroll, other than Funding Project          |
| 18 | Staff (Medical Officer (MBBS/AYUSH), ANM/Staff Nurse, Lab. Technician,                 |
|    | Pharmacist and other Managerial and Accounts Staff). (Document-17)                     |
|    | An original affidavit that the Office Bearer of the Agency has not been                |
| 19 | convicted/case pending by any court of law in India or abroad for any criminal         |
|    | offence. (Document- 18). To be submitted Form – T6.                                    |
|    | An original affidavit that the bidder has never been "blacklisted" / debarred from     |
| 20 | participating in any tendering process by any State Government/Central                 |
|    | Government institutions. ( <b>Document- 19</b> ) To be submitted in <b>Form – T7</b> . |
| 21 | An undertaking that the Agency is willing to sign the service level                    |
|    | agreement/MoU. (Document 20). To be submitted in Form – T8.                            |
| 22 | Copy of PAN card of the Agency ( <b>Document: 21</b> )                                 |
| 23 | Copy of Bank Pass Book of the Agency (Document: 22)                                    |
|    | Copy of the document relating to the presence of Agency in the State of Odisha         |
| 24 | either land & building record issued in the name of Agency/lease agreement in          |
|    | affidavit mode (Document: 23)  |
| 25 | Copy of the award certificate (National/State/Dist level) received from any            |
|    | Govt./Govt. Institutions only (Document: 24)   |
| 26 | Copy of the resolution of the competent authority in the Organization                  |
| 20 | authorizing the signatory to respond to this invitation (Document 25).                 |

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.

#### 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 & PHO of the concerned District at the address, time and date specified in the Section 1: Notice inviting proposal, through Speed Post/ Regd. Post / Courier 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 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 Desk Appraisal Committee at the District level 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 only informed to the Agencies through inviting objection.
- (e) After conducting further process, the qualifying checklist 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. In case of any deficiency in submission of documents with the proposal, lateral entry / acceptance of documents is not acceptable.
- (f) After 7 days of objection invitation, the Desk Appraisal Committee will finally call the eligible Agencies to the office of CDM&PHO of the respective District for necessary verification of their original documents vis-à-vis documents submitted with their application/bid.
- (g) After verification of the original documents, the Desk Appraisal Committee will award score in the prescribed score sheet. No field appraisal process will be conducted for selection.
- (h) The merit list of the Agencies will be prepared those have secured minimum 50% score in the score sheet in order to be eligible for merit.
- (i) The process will be approved in the District NGO Committee meeting Chaired by the Collector & DM and the Agency in the top of the merit list shall be recommended to the State.
- (j) The final selection result on the recommendation of the District will be notified after due approval of the State NGO Committee.

#### 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 State NGO 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 CDM&PHO to the selected agency.
- ii. Further, the district will host in the district website the name of Agencies finally selected/approved for management of PHCs in the district.
- iii. Within 15 days of the issue of the letter of award, the selected agency will be required to inform the concerned 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 2<sup>nd</sup> rank bidder in the merit for the PHC.
- iv. On completion of these formalities, the District authority will inform the selected agency regarding date of signing of the service level agreement (MoU).

# SECTION 4: TERMS OF REFERENCE FOR OPERATION & MANAGEMENT OF URBAN PRIMARY HEALTH CENTER.

## 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. These 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 Urban 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. Further extension of the partnership is subject to the agency scoring 70% or more in annual assessment after completion of one year of project as well as recommendation of 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 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 AGREEMENT.

- 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.
- The agency will, manage and maintain and ensure that the facilities are run in accordance with the Indian Public Health Standards (2012). 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 (RKS) within the Urban Primary Health Centre mandated in the guidelines in a manner similar to that being run by government for a similar level of facility, if RKS not established.
- 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 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 data. The agency will not claim any proprietorial rights on land, buildings or any moveable or immoveable assets situated on the land pertaining to the facilities or in use in the facilities.
- **5.15** The partner agency would furnish a certificate of up-to day payment along with copies of scroll to the District every month under information to the PPP Cell of NHM State office.

### SECTION-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 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. Management of Common Communicable Diseases and General Outpatient care for acute simple illnesses and minor ailments.
  - ii. Management of Communicable Diseases.
  - iii. Screening and Management of Non- Communicable Diseases including promotion of healthy life style.
  - iv. Care in pregnancy and child-birth.
  - v. Neonatal and infant health care services including Immunization.
  - vi. Childhood & Adolescent health care services.
  - vii. Family Planning, Contraceptive services and other Reproductive Health Care services.
  - viii. Screening and Basic Management of Mental Health ailments.
  - ix. Care for Common Opthalamic and ENT problems.
  - x. Basic Dental Health Care Service.
  - xi. Geriatric and palliative health care services.
  - xii. 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

| SI<br>No | Services                              | Description   |
|----------|---------------------------------------|---|
| 1        |                                       | The general working hour of hospital OPD would be 8 AM to 12 Noon and 4 PM to 6 PM. However, it may be changed basing on the notifications issued by Govt. time to time. Services to be provided in OPD are; Diagnosis and screening of patients attending Allopathic OPD and AYUSH OPD, prescription of free drugs, referral of complicated cases. |
| 2        | Care in Pregnancy-<br>Maternal Health | Ante-natal check-ups include Screening for Hypertension, Diabetes, Anemia, Stabilization Antenatal in High Risk Cases, Post Natal Cases. Referral of High Risk pregnant cases, Normal Vaginal Delivery, counseling etc.   |
| 3        | Neonatal and Infant                   | Common illnesses of new born, AGE with mild dehydration case management, Treat, stabilize and refer server cases,   |

|    | Health   | management of Birth Asphyxia, server ARI, Diarrhea   |
|----|--|--|
|    |  | management and treatment.  |
| 4  | Child health,<br>Adolescent health   | Treatment of Anemia and other deficiencies in children and adolescents, Management of ARI and fever skin infection, acute Diarrheas, Adolescent health-counseling, referral as per need, Management of SAM children  |
| 5  | Reproductive Health and Contraceptive Service  | Counseling for Family Planning, access to all spacing methods including IUCD, Medical abortion, RTI treatment, Vasectomy, Tubectomy, RTI/STI diagnosis and treatment, manual Vacuum aspiration, Hormonal & menstrual disorders tract infection etc.  |
| 6  | Management Chronic Communicable Diseases   | Confirmation of Tuberculosis (TB), HIV, leprosy, Malaria, Kala-Azar, Filariasis, Other vector borne disease Diagnosis and treatment.   |
| 7  | Management of Common Non- Communicable Diseases &Basic OPD care-(acute simple illness) | Diagnosis and Management of common fever, ARIs and diarrheas, and skin infections. (scabies abscess) Management of common aches, joint pains, common skin conditions. (rush/urticaria) Indigestions, gastritis Acute febrile illness.  |
| 8  | Management of Common Non-Communicable Diseases   | 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).   |
| 9  | Management Mental illness.   | Detection and referral of mental illness, counseling/support confirmation and referral for de-addiction Management of Violence related concerns.   |
| 10 | Dental Care  | Dental hygiene Screening for gingivitis, dental caries, oral cancers. Treatment for glossitis, candidiasis (look for underlying disease), fever blister, aphthousulcers.   |
| 11 | Eye Care/ENT care  | 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, eye care in newborn, pharyngitis, laryngitis, rhinitis, URI, sinusitis. |
| 12 | Geriatric Care   | Management of common geriatric aliments; counselling,  |
|    |  | supportive treatment, pain Management, referral.   |
| 13 | Emergency Medicine   | Snake bites, scorpion stings, insect bites, dog bites Stabilization care in poisonings, trauma of any cause Minor injury and basic surgery.  |

| 14 | General Patho Lab  | All 20 prescribed tests are conducted at the PHC level i.e Haemoglobin estimation TC, DC, ESR, Blood grouping and typing, Urine Pregnancy Rapid Test, Urine Albomin (Urine Dipstick), Urine Sugar(Urine Dipstick), Urine Microscopy, Stool (Ova & Cyst), Blood Glucose & HBA, Malaria Smear, Rapid DiCignostic Kit (RDK), Serology for vector borne disease-Dengue, Filariasis, Malaria, Rapid Syphilis Test, HIV Serology; Rapid Test, Typhoid serology, Hepatitis testing- basic HBs Ag I, Sickle Cell testing, TB Microscopy-AFB Smear, Liver Function Tests (enzymes), Blood urea, creatinine, Lipid profile. |
|----|--------------------|---|
| 15 | In-patient service | Provisioning of six bedded facility (4 nos. bed for in-patients and 2 nos. as observation beds).  |

# 6.2. Key Deliverables of the Project

The agency has to ensure to achieve following key deliverables in the PHC(N) management project:

| project: |                             |  |
|----------|-----------------------------|--|
| SI No    | Activities                  | Deliverables   |
| 1        | All manpower in positioned. | There is no vacancy of maximum 60 days of any position in the PHC(N) throughout the year.  |
| 2        | OPD Service (Allopathic)    | Min. Avg. 30/day   |
| 3        | OPD Service (AYUSH)         | Min. Avg. 20/day   |
| 4        | Lab Services                | All 20 tests are available as per the standard list under free diagnostic services for PHC.  1. Haemoglobin estimation  2. TC, DC, ESR  3. Blood grouping and typing  4. Urine Pregnancy Rapid Test  5. Urine Albomin (Urine Dipstick)  6. Urine Sugar(Urine Dipstick)  7. Urine Microscopy  8. Stool ( Ova & Cyst)  9. Blood Glucose & HBA  10. Malaria Smear, Rapid DiCignostic Kit (RDK)  11. Serology for vector borne disease-Dengue, Filariasis, Malaria  12. Rapid Syphilis Test  13. HIV Serology; Rapid Test  14. Typhoid serology  15. Hepatitis testing- basic HBs Ag I |

|    |                       | 16. Sickle Cell testing  |
|----|-----------------------|--|
|    |                       | 17. TB Microscopy-AFB Smear  |
|    |                       | 18. Liver Function Tests (enzymes)   |
|    |                       | 19. Blood urea, creatinine   |
|    |                       | 20. Lipid profile.   |
| 5  | Delivery Services     | Minimum Avg. 10 or above per month.  |
| 6  | ANC/PNC Clinic        | 9th of every month as per PMSMA guideline  |
| 7  | IUCD/PPIUCD Services  | Minimum Avg. 5/month   |
| 8  | NCD Clinic/Screening  | Daily- 90% of OPD above 30 years to be screened.                                   |
| 9  | RKS Functionalisation | Governing Body Meeting- Once in half-yearly<br>Executive Body Meeting – Bi-monthly |
| 10 | KAYAKALPA Award       | The facility must be the winner of KAYAKALPA in every year.                        |

# 6.3. Human Resources to be required for operation and management of PHC project:

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

| SI. | Category of Staff (to be selected | No of | Eligibility Qualification  |
|-----|-----------------------------------|-------|--|
|     | as per Govt. eligibility norms)   |       | <b>3</b> ,   |
| 1.  | Medical Officer (Allopathic)      | 1     | <ul> <li>Age- S/he should not be more than 70 years age as on the date of advertisement.</li> <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.</li> </ul>   |
| 2.  | Ayush Medical Officer             | 1     | <ul> <li>Age- S/he must have attained the age 21 years by the date of advertisement.</li> <li>The candidate must have a bachelor degree in Ayurvedic medicine &amp; Surgery (BAMS)/Bachelor in Homeopathic 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.</li> <li>He/She should have passes odia language in M.E standard.</li> <li>Must have valid Registration Certificate from the State Ayurvedic/Homeopathic Council. No provisional registration certificate will be entertained.</li> </ul> |

| 3. | Pharmacist             | 1 | <ul> <li>Age- S/he must have attained the age 21 years by the date of advertisement.</li> <li>Minimum Qualification- Degree/Diploma in Pharmacy from a Govt./Govt. recognized Institution. Minimum 1 year Experience in managing a drug store in a reputed hospital/health center organized by the Govt.</li> <li>He/She should have passes odia language in M.E standard.</li> </ul> |
|----|------------------------|---|---|
| 4. | ANM                    | 1 | <ul> <li>Age- She must have attained the age 21 years.</li> <li>Minimum Qualification-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> <li>He/She should have passes odia language in M.E standard.</li> </ul>             |
|    | Lab Technician         | 1 | <ul> <li>Age- S/he must have attained the age 21 years.</li> <li>Minimum Qualification-The candidates must have passed in Diploma in Medical laboratory Technology from AICTE/ AICTE approved institutions/State Govt. recognised institutions.</li> <li>He/She should have passes odia language in M.E standard.</li> </ul>  |
| 6. | Attendant -cum-Sweeper | 1 | <ul> <li>Age- S/he must have attained the age 21 years.</li> <li>Minimum Qualification- Minimum 8th Standard.</li> </ul>  |

The Staff so engaged / recruited/ appointed by the Service Provider shall be exclusively on the pay roll of the bidder and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. The Service Provider shall be solely responsible for the performance and conduct of the staff notwithstanding the source of hiring such staff. The Service Provider shall be fully responsible for adhering to provisions of various laws applicable on them including labour laws. In case the Service Provider 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 Service Provider 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 the Block Public Health Officer, CDM&PHO 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 monthly/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 in the name of concern Zilla Swasthya Samiti,\_\_\_\_\_\_, 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. In case of non-submission of performance security

or fails to execute the contract by the successful bidder, the EMD furnished by the successful bidder shall be forfeited.

## 7.9 Payment:

- Grant-in-Aid for the project shall be released to the Agency on the basis of budget provision made in the NHM PIP.
- The disbursement/release of funds by ZSS to the Agency would be in three installments i.e. 30%, 35% and 35% in advance of total project cost.
- The 1st installment i.e. 30% will be released after signing of the MoU and submission of the performance security in the mode of Bank Guarantee. The 2nd installment, i.e. 35% will be released on 4th month after receipt of the utilization certificate for 75% of 1st installment. The 3rd installment i.e 35% will be released after receipt of the utilization certificate for 75% of 2nd installment on 9th month of annual project period.
- The DPMU will make assessment of the project in every six months of operation and annual assessment of the project using the standardized checklist. Further, evaluation of the project will be conducted by an Independent External Agencies after three years of completion of project period.
- Performance Incentive to staff of PHC(N) (except Attendant-cum-Sweeper) shall be released on annual basis. It will be in proportionate to the performance of the Agency as per their annual performance assessment conducted by the District based on the norms prescribed as mentioned below:
  - o If the institution scores 80% & above, the performance is to be considered Outstanding, In this instance, each staff will get 25% PI on their base salary.
  - o If the institution scores from 75% to 79%, the performance is to be considered Very Good, each staff will get 20% PI on their base remuneration.
  - o If the institution scores from 70% to 74%, the performance is to be considered as Good. In this case each staff will get 15% PI on their base remuneration.
- The annual budget of the project may be revised time to time on the basis of approval in the NHM PIP by MoH& FW, Govt. of India.

# 7.10: Performance Monitoring and Standard of Services

- o The performance of the Agency will be monitored largely on the basis of output based indicators specified in the key deliverables at 6.2. These indicators and performance standards can be suitably expanded and/ or modified 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.

- 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 compromising 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.
- O At the State level, NHM through its PPP Cell will monitor and evaluate the programme. NHM will review the work done at the PHC(N), suggest suitable improvement and midcourse 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.
- o Fixed day review meeting of all PPP projects in every month/bi- monthly at District level.
- o Third party evaluation of the project by an External Independent Agency.

#### 7.11: ARBITRATION

- o 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 Service Description at Section-6, the 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.
- o 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.
- o 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.
- o 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.
- o The concessionaire agrees that the date of handing over in terms of clause 6.6 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.
- o 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&PHO or District NGO Committee 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 scrutinized on the basis of agency's fulfillment of **eligibility criteria in the prescribed checklist at ANNEXURE-B**. Only those bidders who qualify as per the eligibility criteria, their bid will be considered for the next stage of evaluation and Award of Marks in the checklist given below. 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

NAME OF THE AGENCY :
Name of the PHC (N) :

Name of the District applied for

| SI. | Areas of assessment                                       | Maximum marks | Marks obtained | Means of<br>Verification |
|-----|---|---------------|----------------|--------------------------|
|     | Registration & Establishm                                 | ent: (7 ma    | rks)           | l                        |
|     | a) Years of existence of entities registered in Society   |               |                | Registration             |
|     | Registration Act/Indian Trust Act/Indian                  |               |                | certificate              |
|     | Religious and Charitable Act.                             | 4             |                |                          |
|     | (510 yrs=1 mark; >10 yrs- 15 Yrs =2 marks, >15            |               |                |                          |
|     | yrs = 4 marks)  |               |                |                          |
| 1   | b) Registered under 80G                                   | 1             |                | 80G Regd.                |
| '   | (if yes=1 mark; if No=0 mark)                             | 1             |                | certificate              |
|     | c) Governance System (Meeting & minutes of the            |               |                | Proceeding/              |
|     | Executive Committee/ Governing body meeting               |               |                | Meeting register of      |
|     | based on bye-law & Memorandum of the society in           | 2             |                | GB & EB                  |
|     | the last financial year):                                 |               |                |                          |
|     | (Less than 50% meeting=0 mark; 50%-75%                    |               |                |                          |
|     | meeting = 1 mark; > 75% meeting = 2 marks)                |               |                |                          |
|     | Field Level Experience                                    | : (60 marks)  | )              |                          |
|     | a. Years of experience in implementing projects in any    |               |                | MoU/Agreement/           |
|     | social development sector out of any Government           |               |                | Authenticated            |
|     | Funding support.  | 25            |                | sanctioned with          |
| 2   | (1-3 years = 5 marks; >3 to 5 years = 8 marks; > 5        |               |                | fund released            |
| 2   | years to 10 years=15 marks; > 10 years= 25 marks)         |               |                | letter.                  |
|     | b. Years of experience in implementing projects in any    |               |                | MoU/Agreement/           |
|     | social development sector out of any Private              | 25            |                | Authenticated            |
|     | Agency Funding support.                                   | 20            |                | sanctioned with          |
|     | (1-3  years = 5  marks; > 3  to  5  years = 8  marks; > 5 |               |                | fund released letter.    |

| SI. | Areas of assessment   | Maximum<br>marks | Marks<br>obtained | Means of<br>Verification   |
|-----|---|------------------|-------------------|--|
|     | years to 10 years=15 marks; > 10 years= 25 marks)   | marks            | obtanica          | Vermeation   |
|     | <ul> <li>c. Working experience on social sector in the applied district.</li> <li>(1-2 years = 1 marks; &gt; 2 to 3 years = 2 marks; &gt; 3 - 5 years = 4 marks, &gt; 5 years = 5 marks)</li> </ul>   | 5                |                   | MoU/Agreement/<br>Authenticated<br>sanctioned with<br>fund released letter.                    |
|     | <ul> <li>d. Agency having Multi-State experience in implementation of similar kind of projects (Hospital operation/management) out of any Govt. Funding support.</li> <li>(1-2 years = 1 marks; &gt; 2 to 3 years = 2 marks; &gt; 3 - 5 years = 4 marks, &gt; 5 years = 5 marks)</li> </ul>                 | 5                |                   | MoU/Agreement/<br>Authenticated<br>sanctioned with<br>fund released letter.                    |
|     | Financial strength: (2  | 25 marks)        |                   |  |
| 3   | a. Financial turn over (minimum 25 lakhs per each year in the last three FY as per audit report) (>25-50 lakhs =5 marks; >50-75 lakhs=7 marks; >75 lakhs to <1 Crore =10 marks; 1 Crore & above =15 marks)  | 15               |                   | Annual Financial Statements of last 3 FY audited by a qualified CA /Audit report of last 3 FY. |
|     | <ul> <li>b. Fixed assets in the name of the Agency (minimum 10 lakhs assets) as per last audit report.</li> <li>(&gt;10-25 lakhs =4 marks; &gt; 25-35 lakhs=6 marks; &gt; 35 to &lt; 50 lakhs=8 marks; 50 lakhs &amp; above=10 marks)</li> </ul>  | 10               |                   | Fixed Asset Statement of last FY duly audited by a qualified CA/ Audit report of last FY       |
|     | Manpower strength: (  | 05 marks)        |                   |  |
| 4   | <ul> <li>Agency having currently own staff in the payroll other than any Funding Project Staff.</li> <li>Minimum 1 Clinical Staff (MBBS /AYUSH /SN/ANM/Pharmacist) =1 mark</li> <li>Minimum 1 Managerial Staff (Post Graduate qualification)=2 marks</li> <li>Minimum 1 Accounts Staff = 2 marks</li> </ul> | 05               |                   | Acquaintance & HR documents.   |
|     | Other Strength (Reward & Recog  | nisation): (     |                   |  |
| 5   | Agency received any National/State/District Level award by any Government /Government Institutions for significant contribution in social development Sector. (District Level award=1 marks; State Level award=2 marks; National level award=3 marks).  | 03               |                   | Certificate received from any Govt./<br>Govt. Inst.  |
|     | Total Marks   | 100              |                   |  |

N.B: Those Agencies have secured <u>at least 50 marks or more out of 100 marks</u> in the technical evaluation shall be shortlisted for the merit list.

Signature of the Committee members

| Name | Designation | Signature |
|------|-------------|-----------|
|      |             |           |
|      |             |           |
|      |             |           |
|      |             |           |
|      |             |           |

| SECTION 9: RFP FORMATS AND SUBMISSION OF PROPOSALS.   |
|---|
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
| RFP for "Public-Not for profit Partnerships" for Operation and Management of Primary Health Centers (PHC) under NHM, Odisha, 2020 |

Page 30

# <u>Check List for Proposal Submission</u> (Attach the checklist along with the Proposal)

| SI.<br>N<br>0 | Sequence of the Document to be submitted  | Whether submitted (Y/N) | Page<br>No. |
|---------------|---|-------------------------|-------------|
| 1             | EMD of Rs. 40,000/- in the mode of DD/BC.   |                         |             |
| 2             | Covering letter for the project by the Entity in its letter head ( <b>Document. 1</b> )- To be submitted in <b>Form - T1</b> .  |                         |             |
| 3             | Profile of the Agency (Name, Address, Registration etc.) – ( <b>Document. 2)</b> - To be submitted as per <b>Form T2</b> .  |                         |             |
| 4             | Copy of the Registration Certificate or equivalent certificate (Document. 3)  |                         |             |
| 5             | Copy of the Memorandum of Association or equivalent document (Document. 4)  |                         |             |
| 6             | Copy of Unique ID No. through the portal NGO-DARPAN of NITI Aayog (only in case of NGO Registered under Society Regd. Act) ( <b>Document. 5</b> ).  |                         |             |
| 7             | Copy of the 12A Certificate (Document-6)  |                         |             |
| 8             | Copy of the 80G (Document-7)  |                         |             |
| 9             | Annual Financial Statements with audit report attached for the last 3 years 2016-17, 2017-18, 2018-19 duly audited by a qualified CA ( <b>Document. 8</b> ). To be submitted in <b>Form-T3</b>  |                         |             |
| 10            | Annual Reports of the entity for the last three years i.e. 2016-17, 2017-18, 2018-19. In case run by the PSUs, annual reports of the PSUs. ( <b>Document. 9</b> ). Organizations not preparing annual reports should provide legitimate reasons for not preparing the same. |                         |             |
| 11            | Fixed Asset Statement of last Financial Year duly audited by a qualified CA. ( <b>Document. 10</b> ). To be submitted in <b>Form-T4</b>   |                         |             |
| 12            | Work experience of the Agency ( <b>Document</b> . <b>11)</b> . To be submitted in <b>Form-T5</b>  |                         |             |
| 13            | MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Govt. Funding (Document. 12)   |                         |             |
| 14            | MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Private Funding (Document. 13)   |                         |             |
| 15            | MoU/Agreement documents pertaining to work experience in implementation of projects in social sector in the applied district (Document. 14).  |                         |             |
| 16            | MoU/Agreement documents pertaining to Multi-State work experience in implementing similar projects (Hospital  |                         |             |

| SI.<br>N<br>0 | Sequence of the Document to be submitted   | Whether submitted (Y/N) | Page<br>No. |
|---------------|--|-------------------------|-------------|
|               | operation/management) out of any Funding support ( <b>Document</b> . <b>15)</b> .  |                         |             |
| 17            | 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-16</b> )                       |                         |             |
| 18            | Name of the Staffs & qualification in the payroll, other than Funding Project Staff (Medical Officer (MBBS/AYUSH), ANM/Staff Nurse, Lab. Technician, Pharmacist and other Managerial and Accounts Staff). ( <b>Document-17</b> ) |                         |             |
| 19            | An original affidavit that the Office Bearer of the Agency has not been convicted/case pending by any court of law in India or abroad for any criminal offence. (Document- 18). To be submitted Form – T6.                       |                         |             |
| 20            | An original affidavit that the bidder has never been "blacklisted"/ debarred from participating in any tendering process by any State Government/Central Government institutions. (Document- 19) To be submitted in Form – T7.   |                         |             |
| 21            | An undertaking that the Agency is willing to sign the service level agreement/MoU. (Document 20). To be submitted in Form- T8.   |                         |             |
| 22            | Copy of PAN card of the Agency (Document: 21)  |                         |             |
| 23            | Copy of Bank Pass Book of the Agency (Document: 22)  |                         |             |
| 24            | Copy of the document relating to the presence of Agency in the State of Odisha either land & building record issued in the name of Agency/lease agreement in affidavit mode ( <b>Document: 23</b> )                              |                         |             |
| 25            | Copy of the award certificate (National/State/Dist level) received from any Govt./Govt. Institutions only (Document: 24)   |                         |             |
| 26            | Copy of the resolution of the competent authority in the Organization authorizing the signatory to respond to this invitation (Document 25).   |                         |             |

## **ANNEXURE-B**

# **APPLICATION SCRUTINY FORMAT**

NAME OF THE AGENCY :

Name of the PHC(N) Project :

Name of the District applied for :

| SI.<br>No | Details of the submissions of key documents  | Whether submitted (Yes/No) | Detail<br>Remarks |
|-----------|--|----------------------------|-------------------|
| Com       | pulsory Documents  |                            |                   |
| 1         | Whether application is received on/by due date and by registered post/speed post/courier services?                                   |                            |                   |
| 2         | Whether all pages of proposal & documents are signed by Chief Functionary of the Agency?   |                            |                   |
| 3         | Whether the Agency has submitted EMD in the mode of valid Demand Draft /Banker Cheque with required amount?                          |                            |                   |
| 4         | Whether copy of the Registration Certificate of the Agency (under Society/Trust/ Companies Act) submitted?                           |                            |                   |
| 5         | Whether the organization completed 5 years of registration by 31.12.2019?  |                            |                   |
| 6         | Whether copy of the Unique ID under NITI Ayog NGO Darpan submitted (only in case of NGO Regd under Society Regd. Act)?               |                            |                   |
| 7         | Whether copy of the Memorandum of Association / By-Law of the Agency submitted?  |                            |                   |
| 8         | Whether copy of the Contract/MoU documents pertaining to the Agency work experience to meet the eligibility criteria submitted?      |                            |                   |
| 9         | Whether Annual Financial Statements of the last 3 years duly audited by a qualified CA (As per <b>Form-T3</b> ) submitted?           |                            |                   |
| 10        | Whether the agency is having an annual turnover per each year in the last three financial years as per eligibility criteria?         |                            |                   |
| 11        | Whether Fixed Asset Statement of last Financial Year duly audited by a qualified CA (As per <b>Form-T4</b> ) submitted?              |                            |                   |
| 12        | Whether the Agency is having the fixed assets in the form of infrastructure/land/building/asset as per eligibility criteria?         |                            |                   |
| 13        | Whether copy of the 12A Registration certificate submitted?  |                            |                   |
| 14        | Whether copy of PAN Card submitted?  |                            |                   |
| 15        | Whether copy of Bank Pass Book submitted?  |                            |                   |
| 16        | Whether in the form of original Affidavit that the office bearer of<br>the Agency has not been convicted by any court of law for any |                            |                   |

| SI.<br>No | Details of the submissions of key documents   | Whether submitted (Yes/No) | Detail<br>Remarks |
|-----------|---|----------------------------|-------------------|
|           | criminal offence (As per Form-T6) submitted?  |                            |                   |
| 17        | Whether original Affidavit certifying that Entity is not blacklisted (As per Form-T7) submitted by the Agency?  |                            |                   |
| 18        | Whether an undertaking that the Agency is willing to sign the service level agreement (As per <b>Form-T8</b> ) submitted?   |                            |                   |
| Opti      | onal Documents  |                            |                   |
| 19        | Whether copy of the 80G Registration certificate submitted?   |                            |                   |
| 20        | Whether names of the Office Bearers along with their addresses statement submitted?   |                            |                   |
| 21        | Whether copy of the meeting minutes of the Executive Committee/ Governing body/ any other body meeting based on by-law/ Memorandum of the Society/ registration document of last three financial years till date submitted? |                            |                   |
| 22        | Whether details statement of the manpower engaged by the Agency other than Funding Project Staff (Name, Designation, Qualification, years of experience etc) submitted?   |                            |                   |
| 23        | Whether copy of the document relating to the presence of Agency in the State of Odisha either land & building record issued in the name of Agency/lease agreement in affidavit mode submitted?                              |                            |                   |
| 24        | Whether copy of the award certificate (National/State/Dist) received from any Govt./Govt. Institutions only submitted?  |                            |                   |

# N.B: The supporting documents/requirements from the SI. No. 1 to 18 are compulsory, failing which the application of the Agency shall be rejected.

<u>Findings of the Scrutiny</u>: Whether Accepted or Rejected ?, If Rejected, reasons to be specified at below:

\_\_\_\_\_

Name & Signature of Committee members:

Name of the committee Designation Full Signature member

# FORM - T1 (Covering Letter)

(To be furnished in the proposal)

# **PROPOSAL SUBMISSION FORM**

(On the letterhead of the agency)

| То   |
|--|
| 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",   |
| Dear Madam/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)   |

RFP for "Public-Not for profit Partnerships" for Operation and Management of Primary Health Centers (PHC) under NHM, Odisha, 2020

# FORM - T2

# (To be furnished in the proposal) PROFILE OF THE AGENCY

| 1  | Name of the Agency.  |          |
|----|--|----------|
| 2  | Name of the Chief Executive of the Agency  |          |
| 3  | a. Head Office address of the Agency   |          |
|    | b. Mobile Number c. Email ID   |          |
| 4  | a. Act under which the Agency<br>Registered  |          |
|    | <ul><li>b. Agency Regd. No with year of Regd.<br/>(under Society/Trust/Company Act)</li></ul>  |          |
| 5  | Agency Unique ID Regd. No. under NGO-DARPAN Portal of NITI Aayog (Only in case of NGO registered under Society Registration Act).                                |          |
| 6  | Whether the Agency having 12A registration   | Yes / No |
| 7  | Whether registered under 80 G  | Yes / No |
| 8. | Agency PAN Number  |          |
| 9. | Bank details (Name of the Bank, Account number, IFSC Code and address of the bank)   |          |
| 10 | Local Office address of the Agency   |          |
| 11 | Any National/State/District level award received by the Agency for outstanding contribution in social development sector from any Govt./Govt. Institutions only. |          |

| Authorized Signatory/Signature [In full and initials]: |  |
|--|--|
| Name and Title of Signatory:                           |  |

(Seal of the entity)

# **ANNUAL AVERAGE TURN OVER STATEMENT**

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

| SI.           | Financial Year                    | Turnover in Lakhs (Rs.)                              |
|---------------|-----------------------------------|--|
| 1             | 2016-17                           |  |
| 2             | 2017-18                           |  |
| 3             | 2018-19                           |  |
| (Rs. In lakhs | nual Turnover of last three years | Cianatura of Chartered Assessed                      |
|               | nual Turnover of last three years | Signature of Chartered Accounta<br>(Name in Capital) |
| (Rs. In lakhs | nual Turnover of last three years | · · · · · · · · · · · · · · · · · · ·                |

- 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.

# **FIXED ASSETS STATEMENT**

| SI.    | Financial Year (last FY) | Fixed Assets value in Lakhs (Rs.) |
|--------|--------------------------|-----------------------------------|
|        |                          |                                   |
|        |                          |                                   |
|        |                          |                                   |
| Date:  |                          | Signature of Chartered Accounta   |
|        |                          | (Name in Capital)                 |
| Place: |                          |                                   |
| Seal   |                          | Membership N                      |

(To be furnished in the proposal)

# Details of the experience

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

| Name of          | Name/address            | Date of                                    | Date of         | Duration      | Value of the       | Key            |
|------------------|-------------------------|--|-----------------|---------------|--------------------|----------------|
| he               | of the                  | commencement                               | completion      | of the        | Assignment         | assignments    |
| ssignment        | Organization            | of Contract                                | of Contract     | Contract      | (in Rs.)           | accomplished   |
| _                | with whom the           |  |                 |               |                    | as per the     |
|                  | contract signed         |  |                 |               |                    | contract       |
| A. Experie       | ence in impleme         | nting projects in                          | any Social S    | ector out d   | of any Govt. F     | unding:        |
|                  |                         |  |                 |               |                    |                |
|                  |                         |  |                 |               |                    |                |
|                  |                         |  |                 |               |                    |                |
| R Evneria        | ence in impleme         | <br>nting projects in                      | any Social S    | ector out o   | <br>of any Private | Fundina:       |
| <b>В.</b> Ехрепе |                         |  | Journal of      |               |                    | Tunung.        |
|                  |                         |  |                 |               |                    |                |
|                  |                         |  |                 |               |                    |                |
|                  |                         |  |                 |               |                    |                |
| C.Experie        | ence in impleme         | nting any project                          | s in Social S   | ector in the  | e applied dist     | rict.          |
|                  |                         |  |                 |               |                    |                |
|                  |                         |  |                 |               |                    |                |
|                  |                         |  |                 |               |                    |                |
| D Multi-         | State Exp. in im        | <br> plementing simi                       | lar projects (  | Hospital d    | │<br>oneration/ma  | nagement) out  |
|                  | Funding suppor          |  | iai projects (  | i iospitai e  | peration, ma       | nagement, oat  |
| <u> </u>         |                         |  |                 |               |                    |                |
|                  |                         |  |                 |               |                    |                |
|                  |                         |  |                 |               |                    |                |
|                  |                         |  |                 |               |                    |                |
| Lata Diago       | . francisk de aksamalar | om t                                       |                 |               |                    |                |
|                  |                         | ant <b>MoU /Agree</b> ier of the works exe |                 |               |                    |                |
| VAZITIM TII      | iiiu reieaseu iette     | er of the works exe                        | ecuteu iii supp | Joil of the i | THOITHAUOH III     | ermoneu above. |
| with fu          |                         |  |                 |               |                    |                |
|                  | horized Signatory       | /Signature [ <i>In full :</i>              | and initials    |               |                    |                |
|                  | horized Signatory,      | /Signature [ <i>In full a</i>              | and initials]:  |               |                    |                |

(To be furnished in the proposal)

# Format for Undertaking of the Agency (On Non Judicial Stamp Paper)

# **Affidavit**

|                | (Cala Chief Curationer, of the Arene) (the more and addresses of the   |
|----------------|--|
| Ι,             | (Sole Chief Functionary of the Agency), (the names and addresses of the                                      |
| registered Ag  | ency) do hereby solemnly affirm and sincerely state that;  |
| a)             | I or any other office bearer on behalf of the Agency has not been convicted by any                           |
|                | court of law in India or abroad for any criminal offence.  |
| b)             | The Agency has not been blacklisted by any Government (State or Central)                                     |
| ,              | Department or Agency in India, which is in force during the currency of the contract.                        |
| I furth        | ner affirm that, in case of any such evidence in contradiction to above declaration come                     |
| to the notice  | e of the contracting authority any time during the currency of the contract then our                         |
| partnership w  | vith Zilla Swasthya Samiti / City Health Society, NHM, H&FW Department, Govt. of                             |
|                | er such contract shall be liable for termination in addition to other legal recourse er the law of the land. |
| avaliable utlu | er the law of the land.  |
| Dated this     |  |
|                | Name of the Applicant  |
|                | Signature of the Authorized Person   |
|                |  |

RFP for "Public-Not for profit Partnerships" for Operation and Management of Primary Health Centers (PHC) under NHM, Odisha, 2020

(Seal of the entity)

Name of the Authorized Person

(To be furnished in the proposal)

# Format for Affidavit certifying that Entities are not blacklisted (On Non Judicial Stamp Paper)

# **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 Govt. of Odisha 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   |
| 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    | naı | me 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 necess    | sary action. | •       |    |         |     |       |     |
| Dated thisDay of                                     | ,            | , 2020. |    |         |     |       |     |
|  |              |         |    |         |     |       |     |
| Authorized Signatory/Signature [In full and initials | 3]:          |         |    |         |     |       |     |
| Name and Title of Signatory:                         |              |         |    |         |     |       |     |
|  |              |         |    |         |     |       |     |

(Seal of the entity)