

DATE : 19.03.2021



STATE HEALTH ASSURANCE SOCIETY
H & FW DEPARTMENT, GOVERNMENT OF ODISHA

REQUEST FOR PROPOSAL

FOR

**SELECTION OF SERVICE PROVIDER AGENCY FOR
ENGAGEMENT OF SWASTHYA MITRA UNDER**

“STATE HEALTH ASSURANCE SOCIETY”

State Health Assurance Society, Odisha
Department of Health & Family Welfare, Govt. of Odisha
A1 Block, 2nd Floor, Toshali Bhawan, Bhubaneswar-751007,
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GLOSSARY

<u>Sr No</u>	<u>Abbreviation</u>	<u>Meaning</u>
1	AAY	Antodaya Anna Yojana
2	BKKY	Biju Krushak Kalyan Yojana
3	BPL	Below Poverty line
4	BSKY	Biju Swasthya Kalyan Yojana
5	CA	Chartered Accountant
6	CT	Computed tomography
7	CTMT	Comprehensive Trail-Making Test
8	DIN	Director Identification Number
9	ECG	Electrocardiogram
10	EMG	Electromyogram
11	FNAC	Fine Needle Aspiration Cytology
12	GCC	General Condition of the Contract
13	GIB	General Instruction to the Bidder
14	GST	Goods and Service Tax
15	H & FW	Health & Family Welfare
16	HR	Human Resource
17	HRMS	Human Resource Management System
18	IPD	Inpatient Department
19	ISO	International Organization for Standardization
20	IT	Income Tax
21	JV	Joint Venture
22	LTI	Left Thumb Impression
23	MIS	Monthly Information System
24	MRI	Magnetic Resonance Imaging
25	NCS	nerve conduction study
26	OHSAS	Occupational Health and Safety Assessment Series
27	OPD	Out Patient Department
28	OSTF	Odisha State Treatment Fund
29	PAN	Permanent Account Number
30	SF	Standard Formats
31	SHAS	State Health Assurance Society
32	SoP	Standard Operating Procedure
33	SPA	Service Provider Agency
34	TID	Temporary ID
35	TMS	Transaction Management System
36	URN	Unique Registration Number
37	USG	Urine specific gravity
38	VLW	Village Level Worker

SECTION – I NOTICE INVITING TENDER

1. Govt. of Odisha launched a State Health Assurance Scheme named “Biju Swasthya Kalyan Yojana”, on 15th August 2018 which is being implemented by the Department of Health & Family Welfare Department, Government of Odisha and will provide basic health coverage for Secondary and Tertiary care up to Rs 5 Lakh per annum per family and extra Rs 5 Lakh for Women members of the Household after exhaust of 5 Lakh through Assurance mode.
2. For above, State Health Assurance Society, H & FW Department Government of Odisha invites request for proposal for selection of service provider agency for engagement of Swasthya Mitra at empanelled private hospital under Biju Swasthya Kalyan Yojana.
3. The State Health Assurance Society, H & FW Department would like to sign a contract with the successful evaluated service provider agency for engagement of Swasthya Mitra initially for a period of one year (with early closure if any with one-month notice) which may be extended further for another two years on a yearly basis based on the satisfactory performance of the Service Provider Agency.
4. Interested eligible bidder may obtain further information from State Health Assurance Society, H & FW Department Government of Odisha as per the address mentioned in the bid document by person or through e-mail (snaodisha@gmail.com)
5. The Tenderer must follow the schedule of invitation of tender as described below;

Sr no	Items	Time line
1	Availability of Tender Document in the website, (http://nhmodisha.gov.in/)	19.03.2021
2	Pre Bid Conference	22.03.2021, 11:00 AM
3	Last date for receiving queries through e-mail: snaodisha@gmail.com	22.03.2021, 05:00 PM
4	Last date and time for Submission of Tender	09.04.2021 upto 03:00 PM
5	Opening of Technical Bids	09.04.2021 at 03:30 PM
6	Opening of Financial Bids	Will be intimated to bidder

6. All bids must be accompanied by a Tender Fees and Tender security as specified in the Tender document and must be delivered to the above office at the date and time indicated above.
7. The tender will be opened in the presence of Service Provider Agency representatives who choose to attend in Technical Bid on the specified date and time mentioned above.
8. Any course of change in tender shall only be published and exclusively available in website (<http://nhmodisha.gov.in/>).
9. The bidder can download the tender form from website www.nhmodisha.gov.in and submit filled in tender form and tender cost separately in the envelope containing EMD and Technical Bid.

**Chief Executive Officer (SHAS)
State Health Assurance Society,
H & FW Department**

SECTION – II GENERAL INSTRUCTIONS TO BIDDERS

1. Language of Bid

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the State Health Assurance Society, H & FW Department, shall be in English language, unless otherwise specified in the Bid Document. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

2. Bidding Expense

The bidder shall bear all the expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and for subsequent processing of the same. State Health Assurance Society, H & FW Department will, in no case, be responsible or liable for any such cost, expenditure etc., regardless of the conduct or outcome of the bidding process.

3. Address for Correspondence

A bidder requiring any clarification or elucidation on any issue of the bid Process may take up the same with the **CHIEF EXECUTIVE OFFICER** in writing. Such queries may be addressed to “**CHIEF EXECUTIVE OFFICER, State Health Assurance Society, H & FW Department, A1 Block, 2nd Floor, Toshali Bhawan, Bhubaneswar – 751001**”

4. Earnest Money Deposit

- a. The EMD as indicated in the tender document.
Note: MSEs registered for the same service is eligible for EMD exemption. i.e., the Agency shall only claim EMD exemption if and only if the certificate issued to the agency clearly signify the HR and Manpower Service Agency.]
- b. The bidder shall furnish along with its bid, earnest money for each proposal separately.
- c. Bids shall be accompanied with Earnest Money in the form of a Demand Draft / Bankers' Cheque in favour of “**CHIEF EXECUTIVE OFFICER, State Health Assurance Society, H & FW Department,**” payable at **Bhubaneswar**.
- d. Unsuccessful bidders' earnest money shall be returned to them, without any interest, after expiry of the bid validity period or awarding of contract to the successful bidder into the bank account as furnished by the bidder as per Format T3.
- e. Successful bidder's earnest money will be returned, without any interest, after receipt of the performance security from that bidder with in the timeline mentioned in the document.
- f. Earnest Money is required to protect the State Health Assurance Society, H & FW Department against the risk of a bidder's conduct which might warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited if a bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to notice that the information/documents furnished in its bid are incorrect, false, misleading or forged without prejudice to other rights

of the State Health Assurance Society, H & FW Department. The successful bidder's earnest money will be forfeited, without prejudice to other rights of State Health Assurance Society, H & FW Department, if it fails to furnish the required performance security within the specified period.

5. Pre-Bid Conference

- a. The State Health Assurance Society, H & FW Department shall hold a pre-bid conference with the prospective bidder on 22.03.2021 at 11:00 AM in the NHM, Conference Hall, Unit – 8, Bhubaneswar.
- b. The prospective bidder can raise their query as per the list given in the tender document.
- c. Prospective Bidder participate in the pre-bid conference and may send their queries under the subject "SPA(NAME)-Selection Service Provider Agency for engagement of Swasthya Mitra Under "State Health Assurance Society" through e-mail to snaodisha@gmail.com.
- d. Queries so received as per **Format-T7** till 22.03.2021 at 05:00 PM shall be addressed.
- e. Any change in time line for conduction of pre-bid Conference shall be intimated to the intended bidders by State Health Assurance Society, H & FW Department.

6. Bid Submission

- a. The bidder shall submit EMD against its proposal as mentioned in the tender document.
- b. The bid document shall be downloaded from the website "<http://nhmodisha.gov.in>", the bidders need to submit the bid document cost of non-refundable Rs 5600/- through Demand Draft/ Bankers Cheque in favour of "**CHIEF EXECUTIVE OFFICER, State Health Assurance Society, H & FW Department**" payable at **Bhubaneswar** along with the EMD.
- c. Bids received through email/ online/fax/pager/CD-Drive/ Pen Drive/ SD Card/other electronic mode will not be considered or summarily rejected.
- d. The bidder shall send the bid through Regd. Post/ Speed Post/ Courier to the address: **CHIEF EXECUTIVE OFFICER, State Health Assurance Society, NHM Campus, Unit 8, Bhubaneswar**. Bidders may also submit the bids in person by dropping the bid documents into the Drop Box at the **A1 Block, 2nd Floor, Toshali Bhawan, Bhubaneswar 751007** kept for this purpose.
- e. Bidders must ensure that they deposit their bids not later than the closing date and time specified for submission of bids. It is the responsibility of the bidder to ensure that their bids whether sent by post/courier or delivered/ dropped in person reach the State Health Assurance Society before the specified deadline.
- f. In the event that the specified date for submission of bids falls on or is subsequently declared a holiday or closed day for SHAS, the bids will be received up to the appointed time on the next working day.
- g. Bids received after the specified date and time will be treated as "late" bid and shall be rejected and returned unopened. As such if the bid received through courier or registered post after the specified date and time, it is the responsibility of bidder to collect the unopened document form the office of the SHAS.
- h. Conditional bids shall not be accepted at any ground and shall be rejected straightaway. If any clarification required, the same should be obtained before submission of the bid.

7. Documents Comprising the Bid

The **Two Stage Bid System**, i.e. “**Technical Bid**” and “**Financial Bid**” prepared by the bidder shall comprise the following:

A. Technical Bid (Un priced Bid Envelope)

- a. Document Check List – [Format T1](#)
- b. Power of attorney for the service in a Rs. 100 non-judicial paper (Self Developed by the bidder).
- c. Technical Bid Submission Form in the letterhead of the firm - [Format T2](#)
- d. Tender document cost of Rs.5,600/- (Rs.5,000/- + Tax) in the shape of Demand Draft/ Bankers Cheque in favour of CHIEF EXECUTIVE OFFICER, SHAS, payable at Bhubaneswar.
- e. Earnest Money Deposit (EMD) of Rs. 5,00,000 /- in the shape of Demand Draft/ Bankers Cheque in favour of CHIEF EXECUTIVE OFFICER, SHAS payable at Bhubaneswar.
- f. Details of the EMD -
- g. Details of the Bidders - [Format T3](#)
- h. Bank guarantee form for Performance Security (i.e., Bidder is agreed to the format and willing to sign if contract awarded by SHAS) - [Format T4](#)
- i. Photocopy of the registration certificate of the firm/company.
- j. ISO 9001:2008 **OR** OHSAS 18001:2007 certificate
- k. Photocopy of the GST registration certificate.
- l. Annual IT return certificate.
- m. Valid Labour License/ HR Service Licenses.
- n. Photocopy of PAN.
- o. Annual Turnover Statement certified by the Chartered Accountant – [Format T5](#)
- p. Average net worth certified by the CA – [Format T6](#)
- q. Photocopies of audited annual statement and average net worth of the last three years and the turnover figure should be highlighted there.
- r. Abstract of the performance statement as per the [Format –T8](#)
- s. Photo copy of in support of work orders / contracts / commissioning certificates as mentioned in [Format- T8](#) to be enclosed.
- t. Document/s supporting the eligibility of the bidder to participate in the bid process and its qualifications to perform the contract if its bid is accepted.
- u. All the pages of all the bid documents must be signed by the authorised signatory in respect of concern bidder.
- v. All the pages of all the bid documents must be sequentially numbered and sections are to be flagged.

B. Financial Bid Envelope:

- a. Financial Bid Form as per [Section X](#).
- b. Price Schedule as per **Section X** filled up with all the details including taxes.
N.B.
 - i. All pages of the Bid should be page numbered and indexed. It is the responsibility of bidder to go through the Bid Document to ensure furnishing all required documents in addition to above, if any.
 - ii. Missing of any information and documents in the bid is likely to be cancelled without assigning any reason thereof.
- c. The authorized signatory of the bidder must sign the bid duly stamped at appropriate places.

- d. A bid, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
 - e. Bid sent by fax/telex/cable/electronically shall be ignored.
8. Bid currencies
- a. Rates quoted by the bidders, shall be in Indian currency. Payment shall be made to the successful bidder in Indian currency only.
 - b. Bids with prices in any other way shall be treated as non-responsive and rejected.
9. Bid Prices
- a. The bidder shall quote the price as per the Price Schedule (provided under **Section X**). All the columns shown in the price schedule must be filled up as required.
 - b. The price evaluation will be made.
 - c. The price for the contract shall be against the manpower engaged and service charge as per the **section X**. Such price includes all services required mentioned in the Job Chart for Swasthya Mitra and Scope of the work mentioned for the Service Provider Agency.
10. Additional information and instruction on Taxes:
Only GST is applicable for the Service. Any other tax or deduction applicable for the contract shall also be applicable.
11. Firm Price
- a. Prices quoted by the bidder shall remain firm and fixed for one year from the date of award of Contract and will not be subject to variation/adjustment on any account other than as specified by client.
 - b. However, as regards taxes and duties, if any, chargeable on the services and payable, the conditions stipulated by the Government, will apply.
12. Alternative Bids
Alternative Bids are not permitted.
13. Bid Validity
- a. Bids should remain valid for acceptance for a period of 90 days after the date of bid opening prescribed in this document. Any bid valid for a shorter period or conditional period shall be treated as non-responsive and rejected.
 - b. In exceptional cases, bidders may be requested by the CHIEF EXECUTIVE OFFICER, SHAS, H & FW Department to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable/ email followed by surface mail. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the EMD accordingly. A bidder, however, may choose to not agree to extend its bid validity without forfeiting its EMD.
 - c. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday or closed day for the SHAS, H & FW Department, the bid validity shall automatically be extended up to the next working day.
14. Signing and Sealing of Bid
- a. The bidders shall submit their bids as per the instructions contained in the GIB
 - b. The bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to

- the contract. The letter of authorization shall be in the form of a written power of attorney, which shall also be furnished along with the bid.
- c. Bid Document seeks bid following a **Two Bid System**, in two parts. The first part will be known as the '**Technical Bid**' and the second part would be called the '**Financial Bid**'. The bidder shall seal the '**Technical Bid**' and '**Financial Bid**' separately.
 - d. The bidder has to seal their Technical Bid and Financial bid in a separate other envelope which shall be labelled as "**Bid Document for the Selection of Service Provider Agency for engagement of Swasthya Mitra under State Health Assurance Society**" and addressed to the "**CHIEF EXECUTIVE OFFICER, SHAS, H & FW Department, A1 Block, 2nd Floor, Toshali Bhawan, Bhubaneswar, 751007**". The name of the bid reference number must be clearly mentioned on the outer envelope and the phrase "**NOT TO BE OPENED before PM on**" (the bidder is to fill the blanks with the date & time of bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the State Health Assurance Society will not assume any responsibility for its misplacement, premature opening, late opening etc.
 - e. The Technical Bid and Financial Bid bids should be completed in all respects without any ambiguity. Bids incomplete, in any respect, shall be liable for rejection.
15. **Alteration and Withdrawal of Bid**
- a. Alterations/ modifications to bids received after the prescribed deadline shall not be considered.
 - b. No bid should be withdrawn after the deadline for submission of bids and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the earnest money furnished by the bidder along with its bid.
16. **Opening of Bids**
- a. The Technical Committee constituted for the bid process will open the bids at the specified date and time and at the specified place as indicated in the Notice Inviting Tender. In case the specified date of bid opening falls on or is subsequently declared a holiday or closed day for the State Health Assurance Society, the bids will be opened at the appointed time and place on the next working day.
 - b. Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authorisation. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidders' names and addresses.
 - c. The Two-Bid system as referred to at various places in this document will be as follows. The **Technical Bid** shall be opened, in the first instance, at the prescribed time and date as indicated in the Notice Inviting Tender. These Bids shall be scrutinized and evaluated by the said committee/ authority with reference to parameters prescribed in the document. During the Technical Bid Opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods (if any) and services offered, delivery period, Earnest Money Deposit and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the **Financial Bid** of only those

Technical Bids that are accepted in the first stage shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid

17. Evaluation of Bids

- a. Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bid document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.
- b. The Technical Committee will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- c. Prior to the detailed evaluation of Price Bids, pursuant to GIB, the SHAS, will determine the substantial responsiveness of each bid to this document. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, EMD, Taxes, Force Majeure and Applicable law will be deemed to be a material deviation. The SHAS's, determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic evidence.
- d. If a bid is not substantially responsive, it will be rejected by the Technical Committee and cannot, subsequently, be made responsive by the bidder by correction of the non-conformity.
- e. The following are some of the important aspects, for which a bid shall be declared non-responsive and will be summarily ignored;
 - i. Bid form as per [Section VIII](#) (signed and stamped) not enclosed
 - ii. Bid is unsigned.
 - iii. Bid validity is shorter than the required period.
 - iv. Required bid cost and EMD not furnished
 - v. Bidder has not agreed to give the required performance security.
 - vi. Services offered conditional specification or do not meet the required specification.
 - vii. Bidder has not agreed to other essential condition(s) specially incorporated in the bid enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - viii. Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - ix. Any other characteristic of the bid/ bidder, as determined by the Technical Committee, which renders the bid/ bidder not eligible as per GIB.
 - x. Price quoted by the firm left blank in the financial bid.
- f. If, during the evaluation process, the Technical Committee finds any minor infirmity and/or irregularity and/or non-conformity in a bid, the Technical Committee may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders.
- g. If, in the price structure quoted by a bidder, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Technical Committee feels that the bidder has made a mistake in

- placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- h. If, in the price structure quoted by a bidder, there is a discrepancy between the amount expressed in words and figures, the amount shall prevail which ever quoted less.
 - i. If, as per the judgement of the Technical Committee, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the Technical Committee, the bid is liable to be ignored.
 - j. Bids of the bidders, who do not meet the required Eligibility Criteria prescribed in **Section V (Eligibility Criteria)**, will be treated as non-responsive and will not be considered further.
 - k. Responsive bids will be evaluated and compared as per the deliverables required for the tender.
 - l. The lowest quoted price by the agency shall be awarded to execute the contract as per the terms and conditions.
 - m. No price preference shall be given for services representing better than those specified in this bid document.
18. **Opening of Financial Proposal.**
The financial proposal of those bidders shortlisted by the Technical Evaluation Committee shall be opened and evaluated in presence of such bidders. Financial proposals shall be evaluated in the following manner.
The score shall be computed as follows:
a. **Financial Score:** The lowest financial proposal (FM) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:
$$F = 100 \times FM/F1$$

(F1 = amount of Financial Proposal as proposed by the Bidder for the assignment)
19. **Combined Evaluation & Scoring**
- a. **Combined Score-** The Combined Score shall be evaluated based on the Technical Score (TS) and Financial Score (FS) for bidders which were shortlisted at the Project
 - b. **Combined Score** = $0.8 \times (TS) + 0.2 \times (FS)$
 - c. The Bidder who obtains the highest Combined Score shall be identified as the Preferred Bidder.
 - d. The decision of SHAS as regards to acceptance/rejection of eligibility for parties, shall be final and binding.
 - e. Notwithstanding the above, SHAS reserves the right to accept or reject any or all bids or to annul the bidding process.
 - f. No information on the evaluation proposal will be disclosed to any person other than those directly concerned with the selection process. Proposals of any Bidder, who tries to influence the evaluation, will be liable to be rejected.
20. **Publication of Bid Result**
The name and address of the successful bidder(s) receiving the contract(s) will be mentioned in the notice board or shall intimated to the successfully qualified bidder to their official mail only.

21. Notification of Award

- a. Before expiry of the bid validity period, the State Health Assurance Society, will notify the successful bidder(s) in writing by registered/ speed post or by fax/ telex/cable (confirmed by registered/ speed post) that its bid for services has been accepted.
- b. The successful bidder(s) must furnish, to the SHAS, the required performance security within fifteen (15) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided in the tender
- c. The Notification of Award shall constitute the conclusion of the Contract.

22. Non-receipt of Performance Security and Contract.

Failure of the successful bidder in providing the performance security and/ or returning contract copy duly signed within the deadline provided in the document above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the SHAS against it as per the contract.

23. Award of Contracts

- a. The State Health Assurance Society reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.
- b. Subject to this GIB, the contract will be awarded to the bidder qualify through the Least Cost process evaluated by the Technical Committee.
- c. At the time of awarding the contract, the State Health Assurance Society reserves the right to increase or decrease the scope of contract and services mentioned in tender document without any change in the unit price and other terms and condition quoted by the bidder.
- d. The contract with the selected SPA shall initially for a period of one year which may be extended based on the recommendation of the committee and satisfactory performance of the SPA.
- e. If the awardee i.e, L1 Bidder is unable to deliver the services in full or part within the delivery period mentioned in this bid document, the Governmemnt, at its own and sole discretion, may negotiate with the next higher responsive bidder (s) at the rate offered by the lowest evaluated responsive bidder.

24. Corrupt or Fraudulent Practices

- a. It is required by all concerned namely the SPA/ Bidder, etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the State Health Assurance Society: - defines, for the purposes of this provision, the terms set forth below as follows:
 - **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the SHAS and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the SHAS of the benefits of free and open competition;
- b. SHAS, will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- c. SHAS, will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the SHAS if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

SECTION - III GENERAL CONDITIONS OF CONTRACT (GCC)

1. Use of Contract Documents and Information to another source

The SPA shall not, without the **CHIEF EXECUTIVE OFFICER, SHAS** prior written consent, make use of any document or information mentioned in this document above except for the sole purpose of performing this contract.

2. Performance Security

- a. Within Fifteen Days (15) days from date of the issue of notification of award by the SHAS, the bidder, shall furnish a performance security to the CHIEF EXECUTIVE OFFICER, SHAS of an **amount equal to 10% (ten per cent) of the total value of the contract, valid up to 18 (Eighteen) months from the date of Notification of the Award**. The SHAS reserves the right to ask for Performance Security extension if contractual obligations are not fulfilled.
- b. The Performance security shall be denominated in Indian Currency and it shall be in any one of the forms namely Account Payee Demand Draft /Fixed Deposit drawn from any Nationalised/ Scheduled bank in India or Bank Guarantee issued by a Nationalised/ Scheduled bank in India, in the prescribed form (Format T4) as provided in **section IX** of this document in favour of the **CHIEF EXECUTIVE OFFICER, State Health Assurance Society, H & FW Department**. The validity of the Fixed Deposit receipt or Bank Guarantee Shall be as mentioned in **clause 2a** above.
- c. In the event of any failure/ default of the bidder with or without any quantifiable loss to the Government, the amount of the performance security is liable to be forfeited. The SHAS may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the SHAS.
- d. In the event of any amendment issued to the contract, the bidder shall, within 15 (Fifteen) days of the issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- e. SHAS/ Consignee will release the Performance Security without any interest to the bidder on completion of the agencies all contractual obligations.
- f. As per the finance department memorandum No FIN-CODES-RULE-0005-2015-13681/F Date:- 19.04.2018 local startups would be required to make payment of 25% of the performance security prescribed, if any to ensure due performance of the contract if selected as per the tender terms and conditions.

3. Inspection or Quality Control

The SHAS and/or its nominated representative(s) will, inspect and/or test the ordered services to determine their conformity to the contract specifications implemented and other quality control details incorporated in the contract as and when required. The Bidder is abiding to extend all support required to perform such events.

4. Assignment to other entity

The bidder shall not assign to any other entity, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the prior written permission of the CHIEF EXECUTIVE OFFICER, SHAS.

5. Local Office

- a. It is the responsibility of the SPA/ Bidder to establish its own local office in Odisha in its own cost that is required for the administration of the Scheme. SHAS in no form is liable for issue between the SPA with its obligated contract with third party in any matter.
- b. The controlling unit to manage the field functionaries should have service desk at his office to provide services and address any issue for administering the programme with the convenience of SHAS. The SPA shall furnish the details of the Manpower so engaged and update time to time if replaced. No payment in this effect shall be charged to SHAS in any form.
- c. The Controlling unit shall also monitor the attendance of the Swasthya Mitra through GeO tagged application and submit the abstract to the office of SHAS every month for release of monthly payment.
- d. The Controlling Unit shall also monitor the movement/ tour of the Swasthya Mitra if required by SHAS and submit the TA bills separately every month. The amounts shall be reimbursed on the basis of the claim sheet as per the rate approved by SHAS in **Format P3**.
- e. The Manpower engaged for the business of SHAS shall have contract with SPA/ Bidder without any legal obligation with SHAS.

6. Modification of Contract

If necessary, the CHIEF EXECUTIVE OFFICER, SHAS may, by a written order given to the bidder at any time during the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more as deemed fit for the SHAS.

7. Prices

Prices to be charged by the bidder for delivery of service in terms of the contract shall not vary from the corresponding prices quoted by the bidder in its bid and incorporated in the contract except for any price adjustment authorised by the CHIEF EXECUTIVE OFFICER, SHAS.

8. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted services to the SHAS/ Consignee.

9. Payment Terms

- a. **100%** Payments shall be made, subject to recoveries if any, by way of liquidated damages or any other charges as per terms & conditions of contract in every month invoice.
- b. The bidder shall submit necessary documentary proof towards the statutory fees deposited by him in the previous month together with next month invoice. Failing to which authority may take appropriate action against the bidder.
- c. The Bidder shall not claim any interest on payments under any circumstances in the contract.
- d. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the bidder at rates as notified from time to time.
- e. The payment shall be made in the Indian currency as authorised in the contract.
- f. The bidder shall send its claim for payment in writing, when contractually due in every month, along with relevant documents etc., duly signed with date, to respective consignees.

- g. While claiming payment, the bidder is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the bidder for claiming that payment has been fulfilled with attached supporting document as required under the contract.

10. Delivery Period & Penalty

- a. The bidder shall deliver and perform the services under the contract within the time schedule specified by the SHAS/ Consignee in the **SECTION-VII** and as incorporated in the contract. The time and date of delivery of the services stipulated in the **SECTION-VII** and incorporated in the contract shall be deemed to be of essence to the contract and the delivery must be completed not later than the date(s) as specified in the contract. The time schedule for completion of the project as mentioned above is very important and the bidder must take utmost care to complete the delivery and execution within scheduled time.
- b. If the service delivery is delayed for any reason for which the SHAS or the client organization is not responsible, a penalty as per the **Section - VII** shall be imposed against each service. The same shall be deducted from the Monthly invoice raised by the Bidder. If the performance of the SPA not improved and found under performance for consecutive 3 month, after which the contract shall deemed to be terminated/ truncated.
- c. The SHAS reserves the right to cancel the order, in full or in part, if it is not executed within the prescribed completion time and seize the entire Security amount. Delay in delivery on the part of the bidder shall be treated as delay in the delivery of the services. In the event of such a cancellation, the SHAS shall have the right to recover a penalty from the performance security. However, for valid reasons (like any unavoidable situation at the client site) duly notified in advance and considered by the CHIEF EXECUTIVE OFFICER, SHAS, a revised delivery schedule may be accepted at the sole discretion of the SHAS.
- d. Subject to the provisions under GCC, any unexplained delay by the bidder in maintaining its contractual obligations towards the delivery of services and performance of requisite services shall render the bidder liable to any or all of the following sanctions:
 - i. Imposition of Penalty,
 - ii. Forfeiture of its performance security and
 - iii. Termination of the contract for default.
- e. The bidder shall not execute the services after expiry of the delivery period. The bidder is required to apply to the SHAS for extension of the delivery period and obtain the same before commissioning/ installing. In case the bidder dispatches the delivery without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the SHAS.

11. Termination for Default

- a. The SHAS, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the bidder, terminate the contract in whole or in part, if the bidder fails to deliver any or all of the quality and due diligence or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the SHAS pursuant to the GCC.

- b. In the event where the SHAS terminates the contract, in whole or in part, pursuant to GCC above, the SHAS may procure deliverables and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the bidder shall be liable to the SHAS for the extra expenditure, if any, incurred by the SHAS for arranging such procurement/ services.
- c. Unless otherwise instructed by the CHIEF EXECUTIVE OFFICER, SHAS, the bidder shall continue to perform the contract to the extent not terminated.

12. Termination for insolvency

If the bidder becomes bankrupt or otherwise insolvent, the SHAS reserves the right to terminate the contract at any time, by serving written notice to the bidder without any compensation, whatsoever, to the bidder, subject to the further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the SHAS.

13. Termination for convenience

- a. The State Health Assurance Society reserves the right to terminate the contract, in whole or in part, for its convenience, by serving written notice to the bidder at any time during the contract. The notice shall specify that the termination is for the convenience of the State Health Assurance Society. The notice shall also indicate inter alia, the extent to which the agencies performance under the contract is terminated, and the date with effect from which such termination will become effective.
- b. The deliverables whatever to be understood as completed in all respect and ready to deliver by the agencies shall no way in consideration for acceptance. The SHAS has its sole desecration to cancel the service with immediate effects of issue of termination of convenience.

14. Force Majeure

- a. Notwithstanding the provisions contained in the GCC, the bidder shall not be liable for imposition of any such sanction so long as the delay and/or failure of the bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- b. For the purpose of this clause, Force Majeure means an event beyond the control of the bidder and not involving the agencies fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the H & FW Department, either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, bankrupts, lockouts excluding by its management, and freight embargoes etc.
- c. If a Force Majeure situation arises, the agencies shall promptly notify the CHIEF EXECUTIVE OFFICER, SHAS, H & FW Department in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the CHIEF EXECUTIVE OFFICER, SHAS in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d. If the performance, in whole or in part, of any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty

days, either party may at its option terminate the contract without any financial repercussion on either side.

- e. In case due to a Force Majeure event the SHAS is unable to fulfil its contractual commitment and responsibility, the CHIEF EXECUTIVE OFFICER SHAS will notify the bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

15. Governing language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

16. Notices

- a. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- b. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

17. Resolution of Disputes

- a. If disputes or differences of any kind arise between the State Health Assurance Society and the bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b. If the parties fail to resolve their dispute or difference by such mutual consultation within seven days of its occurrence, then, either the CHIEF EXECUTIVE OFFICER, SHAS or the bidder 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 the case of a dispute or difference arising between the CHIEF EXECUTIVE OFFICER, SHAS, H & FW Department and the bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Commissioner-cum-Secretary, H & FW Department, Government of Odisha.
- c. Venue of Arbitration: The venue of arbitration shall be Bhubaneswar, Odisha

18. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SECTION - IV SCOPE OF THE WORK

Key Tasks and Responsibilities

The expected deliverables of the service provider agency will be to provide high quality services to SHAS through deployment of Highly skilled qualified manpower at empanelled network hospital. The manpower will be deployed as agreed in the agreement and other terms and condition as per the contract. This dedicated Swasthya Mitra would be appointed by the Agency for carrying out the process involve in the claim settlement at empanelled hospitals. The Agency shall re-validate the manpower working at present and assess their experience with respect to the requirement of SHAS and Term of reference mentioned in this document before considering their re-engagement at SHAS. The 'Agency' shall provide support service to SHAS for overall program coordination.

The following summary of scope of work has been envisaged under the assignment:

- a. **Swasthya Mitra Deployment:** The Support Agency shall ensure the deployment of the Swasthya Mitra in 183 empanelled hospitals (at present, which is likely to be increased time-to-time) in a timely manner in coordination with State Health Assurance Society without compromising the basic qualification and experience required as per the scheme.
- b. **Contract Period:** The contract period for the Swasthya Mitra will be for a period of one year and will be renewed based on the satisfactory performance mutually certified by the authority and the agency. The contract of approved manpower will only renew to continue her/his service under this scheme. In no circumstances the contract will be auto renewed.
- c. **Capacity Building:** The agency shall coordinate with SHAS to conduct the training programme of the Swasthya Mitra in every six months to ensure the better service delivery at empanelled network hospitals. The capacity building on SoP (Standard Operating Procedure) either Technical/ Non-Technical to implement the scheme shall be given for better service delivery. Any cost towards such Induction/ orientation shall be borne by SHAS on submission of approved estimate by the appropriate authority of SHAS. The agency shall ensure the continuity of the trained manpower at least for a period of 6 months. If any trained manpower leave/ quits the organization before six month, then the agency shall bear the cost of training of the staff replacing the existing trained manpower.
- d. **HR related activity for Swasthya Mitra:** For the HR related activity the agency shall ensure the maximum transparency over the deployed manpower at empanelled network hospital, however following conditions suggested to adhere to ensure the correct HR service mechanism for Swasthya Mitra.
 - i. The Service Provider Agency may maintain the online HRMS service for all Swasthya Mitra engaged under this scheme.
 - ii. The online HRMS must record the biometric attendance at the point of service and capture their photo i.e., at network hospital for the attendance purpose which shall be reconcile during the finalization of monthly payment.
 - iii. The Service Provider Agency shall open his service desk at his office for better coordination with SHAS officials to address the daily and day-to-day issues as and when arises.

- iv. The working timings for the women candidate will be as per the Government of Odisha rule. The agency shall follow and design the mechanism to ensure the working timings/ leave and maternity leave policy with its employed engaged.
- v. The agency shall ensure the work timing separately for male and female candidate. Preferable the women candidate shall be engaged in a day shift and men candidate shall be engaged during night shift if at all the shifting service at private hospital required at night.
- vi. The agency shall follow with Swasthya Mitra and ensure they are performing their roles and responsibility as per the contract.
- vii. The service of the Swasthya Mitra are transferable within the district time to time after reviewing the performance or as per the requirement of the SHAS.
- e. **Monthly Payment Method:** The Service Provider Agency is highly encouraged to transfer the payment for salary directly to the bank account of the employee engaged through NEFT/ RTGS/ IMPS/ UPI/ DBT and any other mode on online banking procedure. The summary of payment done shall be attached in every invoice of the service provider agency.
- f. **Required number of Manpower:** At present there are 183 private empanelled hospitals where the Swasthya Mitra will be engaged. The required number of manpower is given below

Sr No	Designation	Required Strength
1	Swasthya Mitra (Highly Skilled)	183

Above list is tentative however the engagement of Manpower will be decrease/ increase as per the requirement of SHAS. In addition to that the Service Provider Agency keep reserve of the resource to meet the shortage of manpower to meet the unavoidable circumstance.

- g. **Qualification and Experience** – The qualification and the experience of the manpower engaged under this scheme is given below.

Sr No	Name of Position	Essential Qualification	Year of Experience
1	Swasthya Mitra (Highly Skilled)	Any degree with 55% mark with IT Competence	Minimum of 2 years of experience

- h. **Manpower Engagement and Replacement:** The manpower shall be engaged within 3 weeks of notice given by SHAS to the Service Provider Agencies at the Empanelled Hospital. This involves the HR procedures required to give appointment to the candidate and travel time required to join the work place by the candidate. Any discrepancy or HR related issue complained by the candidate shall be addressed by Service Provider Agency. However, the issues escalated to authority shall be call for explanation with provision of penalty as mentioned in the time line of service clause. Similarly, the manpower shall also require to replace in case of candidate resigned or terminated within 7 days of such occurrence. There should be a handing over and taking over mechanism to be developed by the agencies to ensure the continuity of the programme in case of any transfer / resignation/ termination at agencies internal policy within 30 days of laps over.
- i. **Breach of Contract:** The agencies shall maintain the highest ethics on transparency and make similar distance on bribe and its related intents. Violation of any shall be

- treated as breach of contract. The agencies should have its internal mechanism to educate or aware the process of patronage to the manpower engaged by them at job location. In this connection the individual contract between the agency and candidate to be kept at SPA service desk under administration of SHAS HQ team of agencies.
- j. **Candidate dossiers:** The agencies shall maintain the individual candidate dossiers as per the format mentioned in the SF-7. During this process it is required to keep all supporting documents of the candidate both in hard and soft form for verification by SHAS in time to time.
 - k. **Internal Assessment:** The agency shall also have his own internal assessment policy in order to assess the manpower engaged are fit for the scheme. Any documentary procedure applied or found innovative for the same is encouraged to implement and a copy of the same shall be kept at candidate dossiers. Such assessment record is also required to keep both in Hard and Soft form and required to be produced as and when required by SHAS.
 - l. **Grievance Redrassal:** The grievance of the field functionaries shall be addressed as and when basis and the compliance shall have recorded in file for future reference. The Agency shall develop the modalities for addressing all grievance of the Swasthya Mitra arises without affecting the scheme.
 - m. **Harassment Cell:** The agency shall design the mechanism to monitor the harassment at work place if any. The necessary arrangement in this regard shall be made to get the justice for the victim. The cell shall be operationalize at SPA office under the supervision of the designated officer in charge of SHAS.
 - n. **Knowledge Management:** The Agency is required to develop system for knowledge management in which it provides the insights for policy management / formulation, best practices (like training, fraud detection, capacity building, HR Management, recruitment, gap analysis etc.).
 - o. **Innovation:** The Agency is required to bring efficiency in the system through innovative models in the best practice to be implemented in engaging Swasthya Mitra and service the assurance model in State for better service to public.
 - p. **Outside Odisha Coordination:** The agency will support the patient outside Odisha for hospitalization at empanelled network hospital. All concern of the patient shall be considered so as to get the cash less treatment at hospital outside of the state. The Swasthya Mitra will be engaged at outside network hospital with proficiency in odia language only. Other condition of the Swasthya Mitra engaged outside Odisha shall be reviewed separately by the officer designated by SHAS.

Roles & Responsibility Swasthya Mitra

The Swasthya Mitra engaged will act as a support engine for the treatment process. It is highly recommended that the engaged personnel should have maximum empathy and prompt enough to provide the services. However, following are the overall roles and responsibilities of the Swasthya Mitra appointed at Empanelled Hospital under Biju Swasthya Kalyan Yojana

1. Help Desk Management

- a. Coordination with OPD of network hospital to ensure that the beneficiary under BSKY get cashless benefit.

- b. If the Patient approaches the BSKY help desk at the Network Hospital, then the Swasthya Mitra with guide him to register of self at OPD counter of the Empanelled Network Hospital.
- c. The Swasthya Mitra is accountable for educating the intended beneficiary of BSKY for cashless treatment at the network hospital.
- d. Swasthya Mitra shall also report to the authority if mis-guided by OPD incharge for not conducting the treatment under BSKY.
- e. It is mandatory to understand the software application used for the Biju Swasthya Kalyan Yojana. Failing which the candidate shall stand unfit to serve as Swasthya Mitra.
- f. Swasthya Mitra shall registered the patient by verifying all eligible document and assist to arrange only missing document if any.
- g. At the first instance the Swasthya Mitra shall ensure registration of the patient in BSKY software application.
- h. If the patient unable to reach for the registration counter due to anaemic/ unconscious/ badly injured/ labor pain/ heart attack/ other pain then provision to take photograph using SF-5 format be encouraged.
- i. Pre-Auth request and its follow shall be done in regular basis and Patient/ his or her attendant shall be informed accordingly.
- j. Blocking/ Un-blocking/ Package Change shall be done as per the software process.
- k. Blocking and Un-blocking shall be done as per the pre-auth approval.
- l. Package change request form SF-6 need to be duly signed by the patient if required on/ during treatment.
- m. Cases where the patient reached as a beneficiary under OSTF (Odisha State Treatment Fund) shall produce the income certificate for the entitlement which is required to be verified by the Swasthya Mitra.
- n. Swasthya Mitra shall ensure the collection of the necessary document starting from pre-auth approval/ clinical process and other document required for the claim settlement.
- o. Uploading of certified check list format SF-1 duly certified by the Hospital In-charge together with supporting document in the TMS webportal of Biju Swasthya Kalyan Yojana.
- p. Swasthya Mitra shall ensure the collection of Package Blocked Certificates in SF-2 format and sent to HQ.
- q. Swasthya Mitra shall maintain the daily beneficiary visit format as provided by SHAS which will be monitor by SHAS or TPA representative nominated by SHAS.
- r. Emergency cases shall be handled separately taking following procedure in account.
 - Patient shall be admitted following the above related procedure at network hospitals.
 - The required format for patient's admission shall be filled by the Swasthya Mitra.
 - Subsequent approval to verify the eligibility criteria shall be taken place after due procedure.

2. Feedback Management

Feedback system is a very crucial aspect for ensuring the service provided under Biju Swasthya Kalyan Yojana has reached to the intended beneficiary. The process is also

ensuring the service delivery of Biju Swasthya Kalyan Yojana has been reached to the patient and increase faith in the free-health care service and on society. This feedback management system is to track the patient's satisfaction over the service of Biju Swasthya Kalyan Yojana.

- a. Copy required for the patient as record to keep for the future reference shall help to arrange and copy of the same shall be scanned and sent to the head office if required.
- b. Collection of Satisfactory Report SF-3 from patient or attendant.
- c. In-case the patient is discharged is immediately and not traced by the Swasthya Mitra, then the Swasthya Mitra has to arrange to collect the Satisfactory Report as per the SF-3 from the patient at any cost.
- d. The Swasthya Mitra taking extra initiative get the feedback of the patient after the treatment from empanelled hospital will be appreciated.
- e. The Swasthya Mitra shall also make calls to the existing health structure to ensure the service delivery at field level. S/He must keep the contact details of ASHA, Multipurpose Health Worker, Anganwadi Karmi, VLW etc., if required to track the patient in urgent basis.
- f. The message if any required to deliver to the patient or its dependent has to be sent and monitored the delivery with acknowledgement should be kept for record.

3. Grievance Redressal

Most of the grievances/complaints are generated at facility level during the process of service delivery. Immediate and timely resolution of these grievances/complaints at the facility level will help in improving the quality of services delivered and better compliance of patients. Following are the role & responsibility of the "Swasthya Mitra" under Biju Swasthya Kalyan Yojana for Grievance Redressal:

- a. Receive the complaints either orally or in writing from the patients or from the complaint/suggestion box
- b. Register and facilitate to resolve all the grievances reported.
- c. Ensure immediate assistance for complaints related to denial of services or entitlements by referring these complaints to the nodal officer
- d. Refer unresolved cases to appropriate authority, track them for timely redressal and make available these details to the complainant
- e. Register all the grievances in the Help desk register and report to the head office immediately
- f. Resolve real time grievances immediately at the facility level by proper mechanism.
- g. Inform the complainant about the status of grievance reported- whether resolved or unresolved and if resolved, details of relief provided by appropriate mechanism.
- h. Overall responsibility to maintain the conducive environment in the facility by proactively resolving the real time grievances and pointing infrastructural and patients' amenities related gaps to the head office for improving the services.
- i. Be caring and empathetic to complainant.

The Grievance Redressal System is expected to contribute in the following ways to the patient and to the SHAS:

- Helps in improving the overall image of the health facility by addressing to the complaints in a timely basis.

- The complainants and people seeking care will be assured that there is accountability in place at the facility
- Helps to ensure that patients will be treated with care, respect, empathy and compassion
- Will improve the promptness of providing treatment
- Ensures the availability of Essential Drugs and Diagnostics which will encourage patients to approach the facility with more assurance that they will get their ailments treated
- Patients will be assured that they will receive benefits and entitlements of BSKY in a timely manner
- Patients will be assured that they will not be subjected to unnecessary diagnostic tests or exorbitant procedures
- Will refer such matters to higher authorities, which needs their attention or intervention
- Ensures that there should not be any Out of Pocket expenditures for the patient at any means.

SECTION – V MINIMUM ELIGIBILITY CRITERIA

Sl no	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	i. The bidder must be company under the company registration act 1956 or a LLP under the Limited Liability Partnership Act, 2008 or Partnership firm registered under Indian Partnership Act 1936 or Trust under Society Registration Act 1860. ii. The company/ their authorised Bidder must have valid up to date GST Certificate, PAN & IT Return up to 31 st March 2020-21	– Company Registration Certificate OR Certificates of incorporation – GST Certificates, PAN copy & other necessary supporting documents
2	Annual Average Turnover of the firm	The bidder should have minimum annual average turnover of Rs 4.00 crore during last three financial years i.e., 2017-2018, 2018-2019 & 2019-2020 (as per the last published Balance Sheets).	Extracts from the Audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor.
3	Net Worth	The average net worth of the bidder in the last three financial years, i.e 2017-2018, 2018-2019 & 2019-2020 should more than 75 Lakh.	CA's Certificate with CA's Registration Number/ Seal indicating net worth of the firm (with contact no)
4	JV/Consortium	Not allowed	
5	Technical Capability	– Should have engaged 200 or more manpower in a single contract in any Government Department/ PSU/ Pvt Sector	Work order copy or client certificate regarding the work completion
6	Quality Certifications	ISO 9001:2008 OR OHSAS 18001:2007 OR Higher	Copy of Certificates (Self Certified)
7	Licenses	Valid Labour License/ HR Service Licenses	Copy of Certificates (Self Certified)
8	Local Office	i. If the bidder does not have any operational Service Support Centre /Resident Specialist/ Manpower in State, the bidder shall submit an undertaking to establish same within one month time.	A Self Certified letter by an authorized signatory;
9	Blacklisting	The bidder must not have been blacklisted or no pending or ongoing litigation, poor performance fraudulent activities by any Department of Government of Odisha and Gol. The bidder must also disclose full	A Self Certified letter by an authorized signatory.

		details of any blacklisting	
10	Solvency Certificate	The bidder shall submit solvency certificate issued in the name of the bidder amounting Rs. 10 Lakhs.	The bidder shall submit Solvency Certificate issued from Chartered Accountant or issued from bank.
11	EMD & Tender document cost	EMD cost of Rs 5,00,000/- and Tender document cost of Rs 5,600/-	EMD & Tender Document in shape of Bank Draft/ Bankers Cheque

SECTION - VI EVALUATION AND COMPARISON OF BID

- a. **First stage of technical bid evaluation:** - tenders will be evaluated as per the eligibility criteria, terms & condition and the clauses mentioned in GIB of the tender.
- b. **Second stage of technical bid evaluation:** - The bidder, who qualifies the first stage of technical bid evaluation shall be eligible for second stage of technical bid evaluation (award of marks). The award of marks shall be based on the following criteria.

Criteria	Marks
Annual Average Turnover (Average of last three financial years)	>=4 and <= 6 Crores : 10 Marks >=6 and <= 8 Crores : 15 Marks > 8 Crores : 20 Marks
Net Worth of the company	>= 75 Lakh and <=1 Cr: 10 Marks > 1 Cr : 20 Marks
Certification:	
ISO 9001:2008 OR OSHAS 18001:2007	5 Marks
ISO 9001:2008 & OSHAS 18001:2007	10 Marks
Technical Capability: Engaging Manpower more than 200 in Government/ PSU/ Private Sector.	>= 1 Projects: 10 Mark >= 3 Projects: 15 Mark >= 5 Projects: 20 Marks
Technical Presentation of the Solution As per Appendix- A	30 Marks
Total	100 marks

- c. The price bids of those bidders shall be opened whose technical bids shall secure minimum **70 or more marks** at second stage bid evaluation process.
- d. The selection of the bidder shall be based on the QCBS. The Bidder who obtains the highest Combined Score shall be identified as the Preferred Bidder as per the evaluation criteria mentioned in the clause no 18 and 19 of the GIB above.
- e. The Combined Score shall be evaluated based on the Technical Score (TS) and Financial Score (FS) for bidders which were shortlisted at the Project

SECTION - VII
TIMELINE FOR DELIVERY SERVICES

SI No	Service	Timeline	Penalty
1	Engagement of Manpower at Empanelled Hospital	Within 3 weeks	20 % against each manpower & 10% of the Service Charge
2	Manpower Replacement	With in 7 Days	20 % against each manpower & 10% of the Service Charge
3	Grievance / Harassment at Work place	With in 7 Days	2% of the Service Charge
4	Internal Assessment	In Every 3 Month	5% of the Service Charge
5	Monthly MIS / reconciliation etc	Every Month	2% of the Service Charge
6	Capacity Building of replaced manpower	With in 10 days	The training will be provided by SHAS and the training cost will be deducted from the bill of the subsequent month.

SECTION - VIII

LIST OF STANDARD FORMAT

SF-1

CHECK LIST CERTIFICATE

Name of the Patient:			
URN No:			
Admission Date:			
Discharge Date:			
Sr No	List of Enclosures	Status	Remark
1	IPD Notes from admission date to date of discharge	(YES/ NO)	
2	Satisfactory Certificate/	(YES/ NO)	
3	PRE/ POST X-RAY	(YES/ NO)	
4	MRI Report	(YES/ NO)	
5	CT Report	(YES/ NO)	
6	USG Report	(YES/ NO)	
7	BIOPSY Report	(YES/ NO)	
8	FNAC Report	(YES/ NO)	
9	ECG Report	(YES/ NO)	
10	Angiography Report	(YES/ NO)	
11	2D Echo Report	(YES/ NO)	
12	CTMT Report	(YES/ NO)	
13	EMG Report	(YES/ NO)	
14	NCS Report	(YES/ NO)	
15	Blood Report	(YES/ NO)	
16	ID Proof	(YES/ NO)	
17	Other	(YES/ NO)	
18	Detail notes of procedure done	(YES/ NO)	
19	Chart: CHEMO/ DIALYSIS	(YES/ NO)	
20	VITAL CHART	(YES/ NO)	
21	STICKERS BT/ VALVE/STENT/LENCE	(YES/ NO)	
22	Audiogram Report	(YES/ NO)	

Signature of the Ward In-Charge
SF-2

PACKAGE BLOCKED CERTIFICATE

URN	
NAME OF PATIENT	
ADMISSION DATE	
DISCHARGE DATE	

PACKAGE BLOCKED	1
	2
	3

Treatment done/ not done as per the Package Blocked: (YES/ NO)

Reason for treatment not done as per the booked package:

SIGNATURE
PROF/ ASST PROF



SF-3

SATISFACTORY REPORT

Patient Name

.....

Address

.....

.....

Mobile No

.....

Identity Proof Type Identity No.....

This is to acknowledge that, I have taken treatment under Biju Swasthya Kalyan Yojana. I also acknowledge that throughout the treatment there is no fees demanded by the Hospital and treated absolutely free. I am satisfied / not satisfied for the treatment given by the hospital.

Note: Please mention the reason for not satisfied.

.....
.....
.....
.....
.....
.....

Signature/ LTI of Patient

SF-4

SELF DECLARATION FORMAT

for the patient admitted in Empanelled Hospital under Biju Swasthya Kalyan Yojana as a beneficiary

1. I am Mr/ Miss/ Mrs Son / Daughter/ Wife of do hereby declare that, I am taking/ not taking benefits under Biju Swasthya Kalyan Yojana Scheme.
2. That the patient is a beneficiary under Biju Swasthya Kalyan Yojana having valid / BKKY/ BPL/ AAY or Produced Income Certificate having Card/ Certificate No..... and admitted in the empanelled network hospital for cashless treatment.
3. That the patient is a beneficiary under Biju Swasthya Kalyan Yojana but the patient or the attendant has not brought the required identification card to be produced at empanelled hospital during hospitalisation. Further the patient declared on dated..... that s/he shall produce the entitlement card/ certificate to the hospital on dated to claim the beneficiary of Biju Swasthya Kalyan Yojana. I have been informed to deposit any/ all charges occurred during my treatment, if unable to produce the required document before discharge and I have promised for the same.
4. That, I am unable to produce the required beneficiary document to avail the cashless treatment hence all the charges incurred for the treatment is paid by me.

Declarant

Name:.....

Signature:.....

Address & Mobile:

Relation-ship with Patient.....

SF-5

In case patient unable to stand before web-cam

It is to certify that the patient (name) Mr/ Mrs/ Miss son/
daughter/ wife of having URN
No..... has been admitted on dated at
..... hospital for cashless treatment under **Biju
Swasthya Kalyan Yojana**. The patient condition is very critical/ serious and unable to stand
before the webcam for taking photo. Hence the bed site photo during hospitalization has been
uploaded.

Patient Status

anaemic/ unconscious/ badly injured/ labor pain/ heart attack/ other pain.

**Date:
Seal**

Signature of the Doctor with

Package Change/ Add Form

Date://

Patient Name		TID	
Old Package Code		Old Package Amount	
New Package Code		New Package Amount	
URN No:		Department	
Ward No			

Proper reason mention for new package/ change package:

**Signature & Seal
UNIT HEAD**

**Signature/ LTI of
Patient or Attendant**

Candidate Dossiers

Sr No	Particulars	Status (Yes/ No/ Not Applicable)	Type of Proof Submitted
1	Candidate Detailed CV/ Resume		
2	Passport Size Photograph (2 Nos)		
3	Photo ID Proof		
4	Age Proof		
5	Domicile Proof		
6	Category Certificate (SC/ ST/ Minority/ PWD)		
7	Educational Qualification- Metric		
8	Educational Qualification- Intermediate		
9	Educational Qualification- Degree		
10	Educational Qualification- Other		
11	Other Certificates		
12	Publications if any		
13	Work Experience Certificate		
14	Copy of Internal Assessment		
15	Test Result- IT Competence		
16	Offer Letter Copy (Issued by Agency)		
17	Offer letter acceptance copy by candidate		
18	Agreement copy		
19	Joining Letter		
20	Bank Account No with Proof		
21	Payment Details (Month Wise)		
22	Leave Details (with proof)		
23	Final Settlement Copy		

APPENDIX- A

STATEMENT STRATEGY
for implementation including Activity Chart
(To be presented by Bidder during Technical Evaluation)

Sr #	Parameter
1	Organization Strength
2	Clientele
3	Service Delivery
4	HR Strength over all
5	Availability of IT setups and Strength of Specialist for monitoring the Scheme
6	IT intervention
7	Grievance Redrassal procedure
8	Selection Process for engagement of Swasthya Mitra
9	Manpower appointment and replacement procedure

SECTION-IX Technical Bid Formats

Format T1

DOCUMENT CHECK LIST

(To be submitted in Cover A - Technical Bid)

Note: The documents have to be arranged serially as per the order mentioned in the check list All the documents furnished should be page numbered and signed by the authorized signatory of the firm/company with company/firm seal.

a. DOCUMENTS: SUBMITTED OR NOT (Please put in the respective box)

Sl.	Details	Provided or not	If YES Page #
TECHNICAL BID			
1.	Earnest Money Deposit in shape of DD	Yes / No	
2.	Tender Paper cost in shape of DD	Yes / No	
3.	Format –T2 duly signed by the authorized signatory with seal	Yes / No	
4.	Format –T3 duly signed by the authorized signatory with seal	Yes / No	
5.	Photocopy of the Registration certificate of the firm (Bidder)	Yes / No	
6.	Photocopy of the GST registration certificate	Yes / No	
7.	Photocopy of the Service Tax Registration certificate (if required)	Yes / No	
8.	Photocopy of ISO 9001:2008 Certificate	Yes / No	
9.	Photocopy of OHSAS 18001:2007 Certificate	Yes / No	
10.	Last year Income tax return certificate	Yes / No	
11.	Photocopy of PAN	Yes / No	
12.	Format –T4 duly signed by the authorized signatory with seal	Yes / No	
13.	Format–T5 (Annual Turnover Statement for preceding 3 years signed by Auditor / CA) duly signed by the authorized signatory with seal	Yes / No	
14.	Format-T6 (Annual Average Net worth fro preceding 3 years) signed by Auditor/ CA duly signed by the authorized signatory with seal	Yes / No	
15.	Photocopies of audited annual statement of the last three years and the turnover and net worth figure should be highlighted there.	Yes / No	
16.	Format –T8 (Performance Statement) of the bidder towards execution of similar project of SPA	Yes / No	
17.	Photocopies of work order in support of the information	Yes / No	

	provided in Format – T8.		
18.	Affidavit of the CEO/ Chairman/ MD/ authority for power of attorney (Self Developed)	Yes / No	
19.	Affidavit on stamp paper duly attested by Notary and the bidder that the bidder has not been black listed by any PSU/ Corporations/ Board/ Central or State Government in India.	Yes / No	
20.	Copy of original / downloaded Tender and schedules, duly signed by the authorized signatory	Yes / No	
21.	Cover 'B' – Price Bid with price schedule in Separate Envelop as per tender	Yes / No	

Format T2

(To be furnished in the Technical Bid)
TECHNICAL BID Submission Form

(On the letterhead of the Organization)

Letter No: _____

[Location, Date]

To

**CHIEF EXECUTIVE OFFICER, SHAS
A1 Block, 2nd Floor, TOSHALI BHAWAN
BHUBANESWAR, 751007**

Re.: Tender Enquiry No. :

Dear Sir,

We, the undersigned do hereby offer to engage Swasthya Mitra under State Health Assurance Society to support Biju Swasthya Kalyan Yojana and task assigned by the authority. We are submitting our bids for engagement of Swasthya Mitra, which include this Technical Bid, and a Financial Bid sealed under a separate envelope.

We accept all the tender terms & conditions of the tender under reference. We hereby declare that all the information and statements made in this bid are true and accept that any of our misrepresentations contained in it may lead to our disqualification.

Our proposal shall be binding upon us for a period for a period of one year, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our tender. We undertake to carry out the work as per the terms and conditions of this tender document.

I/We hereby declare that my firm/company has not been debarred / black listed by any Government / Semi Government organizations. I further certify that I am the competent authority in my firm/company authorized to make this declaration.

I/We hereby agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of 5 years if any information furnished by us proved to be false at the time of inspection / verification and not complying with the Tender terms & conditions.

We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Organization:

Address:

(Organization Seal)

Format T3

(To be furnished in the Technical Bid)
(On the letterhead of the Organization)

DETAILS OF THE BIDDER

GENERAL INFORMATION ABOUT THE BIDDER					
1	Name of the Bidder				
	Registered address of the firm				
	State		District		
	Telephone No.		Fax		
	Email		Website		
Contact Person Details					
2	Name		Designation		
	Telephone No.		Mobile No.		
Communication Address					
3	Address				
	State		District		
	Telephone No.		Fax		
	Email		Website		
	Type of the Firm (Please ✓ relevant box)				
4	Private Ltd.		Public		Proprietorship
	Partnership		Society		Others, specify
	Registration No. & Date of Registration.				
Nature of Business (Please ✓ relevant box)					
5	Manpower Supply		Knowledge Partner		
	Support Agency (Technical)		Other (Please Mention)		
Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)					
6	in case of Directors, DIN Nos. are required				
	Name		Designation		
	Name		Designation		
7	Whether any criminal case was registered against the company or any of its promoters in the past?				Yes / No
8	Valid labour license or HR licence issued by competent authority				
9	GST Registration				
	Furnish the registration certificate				

10	PAN No of Organisation: Furnish the copy of the PAN
11	Registration certificate / Certificate of Incorporation of the firm (furnish the copy)
12	Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected) a. Name of the Bank : b. Name of the Account & Full address of the Branch concerned : c. Account no. of the bidder : d. IFS Code of the Bank :

Date:

Office Seal

Signature of the bidder /
Authorized signatory

Format T4

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

**CHIEF EXECUTIVE OFFICER, SHAS
A1 Block, 2nd Floor, TOSHALI BHAWAN
BHUBANESWAR, 751007**

Sub: Bank Guarantee against Performance Security of (Name of Bidder)

Madam/ Sir,

WHEREAS _____ (Name and address of the bidder) (Hereinafter called "Service Provider Agency") has undertaken, in pursuance of contract no _____ dated _____ to engage Swasthya Mitra under State Health Assurance Society (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessarily of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 18 (Eighteen) months from the date of Notification of Award i.e. up to ----- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Format T5

(To be furnished with the Technical bid)
Annual Turnover Statement

The Annual Turnover for the last three financial years of M/s _____ are given below and certified that the statement is true and correct.

S. No.	Year	Turnover (in Rs. Lakhs)
1.	2017 - 2018	-
2.	2018 - 2019	-
3.	2019 - 2020	-

Average Annual Turnover (for the above three years) in (Rs.) _____

Date:
Place:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal

Membership No.:

Registration No. of Firm:

Note:-

- To be issued in the letter head of the Auditor/Chartered Accountant mentioning the Membership no.
- This turnover statement should also be supported by copies of **audited annual statement** of the last three years and the turnover figure should be highlighted there.

Format T6

(To be furnished with the Technical bid)

Annual Average Net worth

The Annual average net worth for the last three financial years of M/s _____
are given below and certified that the statement is true and correct.

S. No.	Year	Turnover (in Rs. Lakhs)
1.	2017 - 2018	-
2.	2018 - 2019	-
3.	2019 - 2020	-

Annual average net worth (for the above three years) in (Rs.) _____

Date:
Place:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal

Membership No.:

Registration No. of Firm:

Note:-

- To be issued in the letter head of the Auditor/Chartered Accountant mentioning the Membership no.
- This turnover statement should also be supported by copies of **audited annual statement** of the last three years and the turnover figure should be highlighted there.

Format T7

STANDARD PRE-BID QUERY FORMAT

(On the letterhead of the Organization)

Sr No	Page No/ Clause No	Provision in RFP	Required Change	Justification
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Date:

Office Seal

Signature of the bidder /
Authorized signatory
Format to be developed by Bidder

Format T8

(On the letterhead of the organization)

PERFORMANCE STATEMENT

Sr No	Name of Project	Project Duration		Contact Details of the Client Representative (Name, E-mail, Mobile, Fax)	No of Manpower Engaged	Narrative Description about Strength and Weakness (in 50 words)
		Start	End			
1						
2						
3						
4						
5						

1. Above format as performance statement may be used to described the activity under taken by the Bidder.
2. Bidders are advised to provide the information for only those assignments which is qualifying the projects as per the contract (i.e, engagement of manpower at any Government / PSU/ Private Sector).
3. This is highly encouraged to use Separate Sheet for each eligible project for smooth calculation and verification at our level.
4. Please furnish the work order/ contract copies of similar works executed in support of the information mentioned above along with the completion certificates from the client.
5. The Narrative Description required to mention the description of work (Scope of TOR) Strength and Weakness each project executed as mentioned above.

Section-X Financial Bid Formats

Format P1

(To be furnished in the Financial Bid)
PRICE BID Submission Form
(On the letterhead of the organization)

Letter No: _____

[Location, Date]

To

**CHIEF EXECUTIVE OFFICER, SHAS
A1 Block, 2nd Floor, TOSHALI BHAWAN
BHUBANESWAR, 751007**

Ref : Tender Enquiry No.

Dear Sir,

We, the undersigned do hereby offer to provide the manpower to State Health Assurance Society at all empanelled hospital for functioning Biju Swasthya Kalyan Yojana and as per requirement of the authority, in accordance with your Tender referenced above and our Technical Bid.

We hereby declare that if awarded the contract, our Financial bid shall be binding upon us for a period of one-year from the date of award of contract, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:
(Organization Seal)

(On the letterhead of the organization)

Format P2

Price Bid Formats

Bidders are required to quote their costs as per the following schedule.

1. Financial Quote Swasthya Mitra

Financial Quote Summary in (Rs)						
Sr No	Cost per Single Manpower (Swasthya Mitra-Highly Skilled) Per Month (Including ESI, EPF, PTax & other Legal obligations if any)	Service Charge of Agency per month per single Manpower	GST*	Total Amount Per Month Per Single Manpower	Total Amount Per Month (for 183 Swasthya Mitra)	Total Cost Per Annum for 183 Swasthya Mitra
A	b	c	d	e	f	g

(* Please mention the percentage (%) of GST (_____) included in the above price

Note:

- A. The financial quote should include all services required as per the scope of work (Section IV) and Timeline for Delivery of Service (Section VII).
- B. Service Charge of the agency towards engagement of Swasthya Mitra should include all costs (inclusive of GST) towards Provision of HR with management of their statutory compliance & service charge with qualification, knowledge & personal attributes as mentioned in the terms of reference.
- C. This minimum wage for the Swasthya Mitra (Skill) quoted included all standard deduction viz (ESI, EPF, IT, PTax, etc) and as per the Government of Odisha.
- D. SPA shall produce all document as statutory requirement in support of Minimum Wage as per the Government of Odisha.

Authorized Signatory [In full and initials]

Name and Title of Signatory:
(Organization Seal)

Format P3

Reimbursement of TA Bills Formats

TA Claims for the Month of XXXXXXXXXXXXXXXXX

Sr No	Name of Swasthya Mitra	Place of Posting (District-Hospital)	Place/ Hospital Visited	Purpose of Visit	Approval Details	Claimed Amount
1						
2						
3						
4						
					Total	