



REQUEST FOR PROPOSAL

“Public-Not for profit Partnership” for Operation and Management of Maa Gruha (Maternity Waiting Home) 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.

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SECTION -1: NOTICE INVITING PROPOSAL

Detailed proposals are invited through **ONLINE** from eligible entities to select the Agency for **“Operation and Management of Maa Gruha (Maternity Waiting Home)”** under NHM, Odisha.

Important timelines

Sl. No.	Activity	Timeline
1	Date of Advt. publication.	Date. <u>05.08.2021</u> (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 <u>11.08.2021</u> 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 submission of online proposal.	Date: <u>27.08.2021</u> NB: Proposals should be submitted through ONLINE only. No other mode of submission will be accepted or entertained.
4	Link for online application	Interested Agencies can apply on the web link: www.nhmodisha.in/ngo .

SECTION - 2: SCHEDULE OF ONLINE PROPOSAL SUBMISSION

Online proposals are invited for operation & management of Maa Gruha in the following district.

Sl. No	RFP No	Location of Maa Gruha	District	Mode of submission of application
1	NHM/ MWH /2021/1	Khandapada	Nayagarh	Online only
2	NHM/ MWH /2021/2	Daspalla	Nayagarh	Online only

SECTION – 3: INSTRUCTIONS TO THE BIDDERS

3.1 Scope of Proposal

Interested bidders fulfilling the eligibility criteria **may apply for the projects by submitting their application through online for the Maa Gruha listed in Section 2: Schedule of Proposal Submission.** The following points are to be ensured while applying for the projects.

- (a) Detailed description of the objectives, scope of services, deliverables and other requirements relating to “Operation and Management of Maa Gruha” 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 **online only** within the due date and time mentioned in this RFP. **Application submitted in any other mode 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 online 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. 13,97,909/- per project per annum (fixed cost)** as per provision made in the NHM PIP 2020-21. The cost may be modified based on approval in the NHM PIP from time to time. The continuation of the project is also subject to the approval of the activity in annual PIP of NHM.
- (e) Upon selection, the Agency shall be required to enter into a MoU with the Zilla Swasthya Samiti (ZSS) of the concerned District for implementation of the project. The implementation of the “Operation and Management of Maa Gruha” will be guided by the terms and conditions of the MoU.

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.
 - (a) If registered under Society Registration Act **(as per appropriate norm/provision)**, 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.
2. To be eligible to apply, the entity must be in existence for at least 5 years as on 31st March 2021. Organizations established/registered after 1st April 2016 are not eligible to apply.

3. 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 March 2021.
4. The entity must have Unique ID Number through the portal NGO-DARPAN of NITI Aayog.
5. The entities should have an annual turnover of at least Rs 25 lakhs per each year in the last three financial year i.e 2018-19, 2019-20 & 2020-21.
6. 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 2020-21.
7. Entity should have been registered under 12-A of Income Tax exemption.
8. The entity must not 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.
9. 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.
10. If partnership with the entity has been discontinued due to poor performance in implementation of any PPP projects under NHM as identified by the External Evaluating Agency, the said entity shall not be eligible to apply any projects for the same district. Further, in case of partnership with any entity have been discontinued on the basis of the conduct of any financial irregularities, the said entity shall not be allowed to apply in any of the district under any scheme.
11. The entities must submit an undertaking for the willingness to sign the service level agreement towards the implementation of the project.

3.3. Submission of Proposal

The proposal shall be submitted through **ONLINE** in the following manner:

- i. The interested Agencies can apply on the web link: www.nhmodisha.in/ngo.
- ii. To apply, the Agency will first register its details in the Index Page of the web application to get User ID and Password in the registered Mobile Number. This is mandatory and a onetime activity.
- iii. After creation of User ID and Password at the Index Page, the User can login to submit online application which contains; Agency profile, details of experiences, annual turnover, details of EMD, declaration, upload of required documents (compulsory and optional documents), preview of application and submit.
- iv. The user can also go back by clicking the edit option and re-check the information submitted.
- v. The information / data once submitted will be the final and cannot be edited again.
- vi. After completion of all required formalities, the user has to Log Out from the application and back to Index Page.

- vii. In the selection process, if the District User has raised any objection to the application before making it shortlisted, the same will be displayed to the User in the screen along with a message notification to reply to the same within a stipulated time. The Agency needs to submit their compliances, if any, through online.
- viii. The detailed User Manual for Agencies for 'online NGO Application System' can be downloadable from Website: www.nhmodisha.gov.in
- ix. **The last date for submission of online application is 27.08.2021.**

3.4. Earnest Money Deposit (EMD)

EMD of **Rs. 40,000/-** per each Project 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 separately in a sealed envelope through **Speed post/Registered post/Courier only** to the CDM&PHO, (Name of the applied district) along with a forwarding letter. The EMD must be reached to the CDM&PHO, (applied district) on or before the last date & time for submission of online application specified in the Section-1 of the RFP. Details of the Demand Draft or Banker's Cheque (DD/BC No., date, name of the Bank) must be mentioned in the appropriate box under online application.

The EMD will be refunded after selection of the successful bidder. No interest will be paid on the EMD. **The online 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.**

3.5. Supporting documents to be uploaded:

The following supporting documents required to be uploaded during online application by the entity in the appropriate locations. Below prescribed **Compulsory Documents are mandatory** to upload, failing which the submission may not be accepted.

Sl. No	Particulars
A. Compulsory Documents	
1	Registration Certificate of the Agency (Appropriate registration under Society/Trust Act)
2	Unique ID under the portal NGO Darpan of NITI Aayog
3	Memorandum of Association / By-Law /Deed of the Agency
4	Contract/MoU documents pertaining to the Agency work experience.
5	Annual Financial Statements of the last 3 years duly audited by a qualified CA. (As per Form-T1)
6	Fixed Asset Statement of last Financial Year duly audited by a qualified CA. (As per Form-T2).
7	12A Registration certificate.

Sl. No	Particulars
8	PAN Card.
9	Bank Pass Book.
10	An undertaking in the form of original Affidavit that the office bearer of the Agency has not been convicted by any court of law for any criminal offence (As per Form-T3).
11	An undertaking in the form of original Affidavit certifying that Agency is not blacklisted (As As per Form-T4)
12	An undertaking that the Agency is willing to sign the service level agreement (As per Form-T5).
B. Optional Documents	
13	Names of the Office Bearers along with their addresses.
14	80G Registration certificate
15	Award certificate (National/State/Dist) received from any Govt./Govt. Institutions only.
16	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.
17	Details of manpower engaged by the Agency other than Funding Project Staff (Name, Designation, Qualification, years of experience etc)
18	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.

All the uploaded supporting documents must be clearly visible and readable. The entity must show the same original documents during physical verification of documents before the District level Committee. **In case the entity fails to submit any supporting documents during online application, further consideration of the same document shall not be entertained during physical verification of documents and award of score by the Dist. level Committee.**

3.6. Financial Bid:

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

3.7. Number of Proposals

Interested bidders fulfilling the eligibility criteria may submit their online proposal **separately** for any one /more than one against the advertisement, **subject to the condition mentioned in the clause No. 3.12 of the RFP.**

3.8. 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.

3.9. Acknowledgement by the bidder

- (a) It shall be deemed that by submitting the Proposal through online, 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.

3.10. Language

The online 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 other 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.

3.11. Process of Online Selection

- (a) After receipts of the online application and EMD, the Desk Appraisal Committee at the District level will conduct online screening process of the proposals received through online within the due date. The Committee will verify whether soft copies of all the required documents as per the advertisement have been submitted along with each proposal. If at all, any deficiency in document submission pertaining to the eligibility criteria is found out in any of the proposal, the same proposal shall be rejected.
- (b) The Desk Appraisal Committee constituted for conducting the selection process as per vide letter no. OSH&FWS/10565/PPP/432/2017, Dt. 02.08.2018 will conduct the Desk Appraisal.
- (c) After desk appraisal of the online proposals by the Desk Appraisal Committee, the shortlisted Agencies shall be finally called to the office of CDM&PHO for necessary verification of their original documents vis-à-vis documents submitted with their online application.
- (d) After verification of the original documents vis-à-vis documents submitted with online application, the Desk Appraisal Committee will award score in the prescribed score sheet in online. No field appraisal process shall be conducted for selection.

- (e) 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.
- (f) The entire selection process will be approved in the District NGO Committee meeting Chaired by the Collector-cum-Chairperson of the Dist. NGO Committee. Detailed process shall be recorded in the minutes of the meeting and the Agency in the top of the merit list shall be recommended to State by the Dist. NGO Committee for decision in the matter.
- (g) Thereafter, the District is required to submit the recommendation of the Dist. NGO Committee on the selection of Agency for the project and upload the approved minutes of the District NGO Committee through online.
- (h) The final selection result on the recommendation of the District will be notified through online after due approval of the State NGO Committee of OSH&FW Society.

3.12. Maximum ceiling limit of Projects:

- (a) **A maximum number of 10 projects** only (includes existing and new) which can be sanctioned to a particular Agency in the State out of OSH&FW Society Funds.
- (b) **In a District maximum upto any 5 partnership projects** (includes existing and new) under OSH&FW Society Funds can be sanctioned to a particular Agency.

3.13. Post Selection Procedure:

- i. After approval of the State NGO Committee of OSH&FW Society the selected Agency will be informed in writing of its selection for the concerned Maa Gruha Project. This will be the letter of award which shall be issued by the concerned CDM&PHO to the selected Agency.
- ii. Further, the selected Agency can also be able to view / intimated about their selection through online.
- iii. Within 15 days of the issue of the letter of award, the selected Agency will be required to inform the concerned CDM&PHO in writing of its acceptance of the award, failing which, the award will be offered to the 2nd rank bidder in the merit for the Project.
- iv. On completion of these formalities, the District Authority will inform the selected Agency regarding date of signing of the agreement/MoU.

SECTION 4: TERMS OF REFERENCE FOR OPERATION OF MAA GRUHA PROJECT.

4.1 Introduction/Background:

- (a) 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. The Government support is largely targeted toward improving primary health care service at the community level.
- (b) 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 Govt. support has improved health care particularly for the vulnerable marginalized and those living in underserved areas such as remote rural geographies.
- (c) 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 unsatisfactory health care. There is enough evidence to date demonstrate that quality primary health care mitigates cost and suffering.
- (d) With a view to further improving the quality of the primary health care services at the community level, Government has introduced Maa Gruha Projects especially for the pregnant women residing in the inaccessible & remote areas.
- (e) 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.
- (f) 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.
- (g) Such partnership should not be seen as the Government abdicating its responsibility to provide public health service, but rather as a transitional measure towards facilitating the State to be able to manage such services after the term of the partnership ceases.
- (h) 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 Operation and delivery of comprehensive primary health care services.
- (i) 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 services by demonstrating models, 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 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 primary health care services.
- 5.3 Both parties are committed to enhance the health and well-being of targeted beneficiaries of the project areas covered in this agreement by providing quality services, innovation and development and to meet identified needs within the resources available to both the parties.
- 5.4 The Agency will agree that the concession granted will not be treated as a business venture and will not be used to, make profits.
- 5.5 The Agency agrees that no money would be collected from the users of the facilities for any service provided in the facilities.
- 5.6 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 Dist. Authority. Failure to adhere to this provision will lead to cancellation of the agreement forthwith and Government /Dist. Administration will take over the facilities without any notice.
- 5.7 The Agency agrees that by signing the Agreement, no right on the property and assets of the facilities will be transferred to them now or at any future date. The Agency will not claim any properterial rights on land, buildings or any moveable or immoveable assets existing on the land pertaining to the facilities or in use in the facilities.
- 5.8 The partner Agency would furnish a certificate of up-to-date payment along with copies of scroll to the District every month under information to the PPP Cell, Mission Directorate, NHM, Odisha.

SECTION- 6. SERVICE DESCRIPTION AND RESPONSIBILITIES

6.1 Health care service delivery in remote & inaccessible areas has remained challenge for the service providers. With an aim to promote institutional births and to reduce the maternal and child mortality rates in the inaccessible zones of rural areas, the Government through National Health Mission is supporting for creation of MAA GRUHA (Maternity Waiting Homes) as an innovative intervention. It is a temporary home for expectant mothers where they can await their delivery. On onset of labour, they are to be shifted to nearby public health facility having BeMOC facilities for delivery. NHM has taken intensive efforts to involve non state entities to manage MAA GRUHA in the identified blocks in partnership with NGOs/ Trusts.

6.2 Scope of work for MAA GRUHA operation:

- a) Arrangement of venue for operation of Maa Gruha for expectant mothers & her escorts, in case Govt. venue is not available.
- b) The Maa Gruha will be managed by ANM, three Lady Health Assistants and Cook under the project.
- c) Line listing of the pregnant women in the tagged villages with reference to RCH register available with the ANMs of the cornered areas.
- d) Mobilization of pregnant women from the tagged villages before 3/4 days of their expected date of delivery (EDD).
- e) Facilitate to avail free referral transportation support for the pregnant women.
- f) Follow up with the pregnant women of the tagged villages till their delivery.
- g) Regular health checkup of pregnant women and record keeping at Maa Gruha.
- h) Counseling to pregnant women about safe delivery, newborn care, kangaroo mother care, child immunization, complementary feeding practice, family planning, health & hygiene practice etc.
- i) Health education sessions through IPC & audiovisual aids.
- j) Regular diet provision as per the diet chart for admitted pregnant women and their attendants.
- k) Proper maintenance and cleanliness of Maa Gruha and ensure available of basic services as per provision.
- l) Ensure client friendly environment in the Maa Gruha
- m) Submission of monthly & quarterly report time to time.
- n) Record maintenance and updation, documentation of best practices etc.

6.3 Key deliverables under the project:

- Minimum 90% pregnant women in average are admitted from the tagging villages by end of the year.
- There is no vacancy of maximum 60 days of any position in the project throughout the year.
- Minimum 80% Inst. Delivery against number of admission cases in a year.

6.4 Manpower provision for the Maa Gruha Project:

Sl. No.	Category of Staff	No of post	Eligibility Qualification
1	ANM	1	<ul style="list-style-type: none"> Age- She must have attained the age 21 years and should not be above 60 years of age as on the date of Advt. Minimum Qualification-The candidates must have passed the HSC examination & shall have undergone one & half year ANM course from Institution recognized by Govt. and approved INC and must have registered in the Odisha Nursing Council. He/She should have passes Odia language in M.E standard.
2	Lady Assistant Health	3	<ul style="list-style-type: none"> Age- She must have attained the age 21 years and should not be above 60 years of age as on the date of Advt. Minimum Qualification-Minimum +2 pass from any stream. He/She should have passes Odia language in M.E standard.
3.	Cook Attendant -cum-	1	<ul style="list-style-type: none"> Age- She must have attained the age 21 years and should not be above 60 years of age as on the date of Advt. Minimum Qualification- Minimum 7th Standard.

The Staff so engaged / recruited/ appointed by the Agency shall be exclusively on the pay roll of the Agency and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. The Agency shall be solely responsible for the performance and conduct of the staff notwithstanding the source of hiring such staff. The Agency shall be fully responsible for adhering to provisions of various laws applicable on them including labour laws. In case the Agency fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the Agency shall be fully responsible to compensate/ indemnify to the

Government for such liabilities. For realization of such damages, Government may even resort to the provisions of any Act, which is in force or other laws as applicable on the occurrence of such situations.

The selected Agency must complete the above recruitment process within 15 days after getting the sanction letter. Following terms and conditions must be followed during the recruitment process by the Agency:

- Recruitment must be through the process of walk-in-interview.
- The list of the selected manpower must be submitted to the DPMU & PPP Cell, NHM.
- In case of any change of the staff made by the Agency **(with valid justification)** one month notice will be serving to the particular staff. However, in case of resignation made by the staff, she must intimate to the Agency by giving one month notice. During the notice period fresh staff shall be deployed by the Agency. The entire process must be communicated to the CDM&PHO-cum-DMD and PPP Cell, NHM, Odisha.
- If any staff wants to resign immediately without serving one month notice, then the staff is required to deposit one month remuneration before the Agency or her last month remuneration may not be released by the Agency.

6.5 **Infrastructure Specification for Maa Gruha:**

- In case non-available of space within the Govt. Health Facility campus (Govt. building), the partner Agency has to take private house on rent basis with minimum size of 800 Sq. Ft for operation of Maa Gruha. The distance should not be more than 2 KM from the nearest Govt. Health Facility.
- It should have provision of six beds for accommodating six pregnant women.
- It should have separate provision of kitchen & office room with electricity connection.
- The house should have the provision of proper toilet & running water facility.
- Adequate privacy and safety of the admitted cases must be ensured while selection of venue for the Maa Gruha.

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 Maa Gruha to CDM & PHO at district level and PPP Cell, NHM (tribalhealth12@gmail.com) at State level in a standardized 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 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 NHM PIP and satisfactory performance of the Agency in operation and management of Maa Gruha.

7.6. Award of Contract and Agreement

On evaluation of proposals and decision thereon, the selected Agency shall have to execute a bi-partite agreement/MoU with the Zilla Swasthya Samiti 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/MoU. Before execution of the agreement/MoU, the bidder shall have to deposit performance security 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/MoU. 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 District Authority a **Bank Guarantee for Rs.1,00,000/- (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. 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 year's of completion of project period.
- Performance Incentive to staff of Maa Gruha 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:
 - If the institution scores 80% & above, the performance is to be considered as outstanding, in this instance, each staff will get 25% PI on their base remuneration.
 - If the institution scores from 70% to 79%, the performance is to be considered Very Good, each staff will get 20% 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

- The performance of the Agency will be monitored largely on the basis of output based indicators specified in the key deliverables at 6.3. 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 monthly reporting information 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.

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

7.11. ARBITRATION

- If the Agency fails to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Government or the agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the arbitrator to be appointed by the Government. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by the Government to act as Arbitrator.
- Services under this agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Government shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- Unless such payments are the direct subject of the arbitration.
- Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

7.12. BREACH

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

7.13. PENALTY

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

7.16. INDEMNITY

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

7.17. Redressal of Grievances

The grievance related to the “Operation and Management of Maa Gruha” 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

After receipts of the online application, the Desk Appraisal Committee at the District level will conduct online screening of the proposals. Any deficiency in document submission by the bidder pertaining to the eligibility criteria is found out in any of the proposal; the same proposal shall be rejected. Only those bidders who qualify as per the eligibility criteria assessed through online, their bid will be considered for the next stage of online evaluation and award of marks as per the prescribed checklist given below

The bidder has to score **at least 50% or above** score in order to be considered for the preparation of merit list for the project.

SCORING SHEET FOR ASSESSMENT OF THE BIDDER (ONLINE)

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

Sl.	Areas of assessment	Maximum marks	Means of Verification
	c. Working experience on social sector in the applied district. (1-2 years= 1 marks; > 2 to 3 years=2 marks; > 3 – 5 years =4 marks, > 5 years = 5 marks)	5	MoU/Agreement/Authenticated sanctioned with fund released letter.
	d. Agency having Multi-State experience in implementation of similar kind of projects (Hospital operation/management) out of any Govt. Funding support. (1-2 years= 1 marks; > 2 to 3 years=2 marks; > 3 – 5 years =4 marks, > 5 years = 5 marks)	5	MoU/Agreement/Authenticated sanctioned with fund released letter.
	Financial strength: (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.
	b. Fixed assets in the name of the Agency (minimum 10 lakhs assets) as per last audit report. (>10-25 lakhs =4 marks; > 25-35 lakhs=6 marks; >35 to < 50 lakhs=8 marks; 50 lakhs & above=10 marks)	10	Fixed Asset Statement of last FY duly audited by a qualified CA/ Audit report of last FY
	Manpower strength: (05 marks)		
4	Agency having currently own staff in the payroll other than any Funding Project Staff. <ul style="list-style-type: none"> • Minimum 1 Clinical Staff (MBBS /AYUSH /SN/ANM/Pharmacist) =1 mark • Minimum 1 Managerial Staff (Post Graduate qualification)=2 marks • Minimum 1 Accounts Staff = 2 marks 	05	Acquaintance & HR documents.
	Other Strength (Reward & Recognition): (03 marks)		
5	Agency received any National/State/District Level award by any Government /Government Institutions for significant contribution in social development Sector. (District Level=1 marks; State Level=2 marks; National level=3 marks.	03	Certificate received from any Govt./ Govt. Inst.
Total Marks		100	

SECTION 9 – FORMS & FORMATS

FORM –T1

ANNUAL AVERAGE TURN OVER STATEMENT

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

The Annual Turnover of _____

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

Sl No	Financial Year	Turnover in Lakhs (Rs.)
1	2018-19	
2	2019-20	
3	2020-21	
Average Annual Turnover of last three years (Rs. In lakhs)		

Date:

Signature of Chartered Accountant
(Name in Capital)

Place:

Seal

Membership No

Note:

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

FORM –T2

FIXED ASSETS STATEMENT

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

The Fixed Assets value of _____
for the last financial year statement is given below and certified that the statement is true and correct.

Sl No	Financial Year (last FY)	Fixed Assets value in Lakhs (Rs.)
	2020-21	

Date:

Signature of Chartered Accountant
(Name in Capital)

Place:
Seal

Membership No

Note:

*(i) To be issued in the **letter head** of the Chartered Accountant with membership No.*

FORM –T3

(To be furnished in the proposal)

**Affidavit Format for Undertaking by the Agency
(On Non Judicial Stamp Paper of relevant value)**

Affidavit

I, (Sole Chief Functionary of the Agency), (the names and addresses of the registered Agency) 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 further affirm that, in case of any such evidence in contradiction to above declaration come to the notice of the contracting authority any time during the currency of the contract then our partnership with Zilla Swasthya Samiti /NHM, H&FW Department, Govt. of Odisha under such contract shall be liable for termination in addition to other legal recourse available under the law of the land.

Dated thisDay of, 2021

Name of the Applicant

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Notary
Regd. No.
(Seal of the Notary)

(Seal of the entity)

FORM –T4

(To be furnished in the proposal)

**Affidavit Format for Undertaking certifying that Agency is not blacklisted
(On Non Judicial Stamp Paper of relevant value)**

Affidavit

This is to certify and confirm that
(The name of the agency with address of the registered office) our organization / we or any of our promoter(s) / director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other entity of 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 thisDay of, 2021

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

Name and Title of Signatory: _____

(Seal of the entity)

Notary
Regd. No.
(Seal of the Notary)

FORM T5

(To be furnished in the proposal)

Format for WILLINGNESS/ CONSENT LETTER

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

This is for favour of your information and necessary action.

Dated thisDay of, 2021.

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

Name and Title of Signatory: _____

(Seal of the entity)