

ADVERTISEMENT NOTICE FOR RFP SELECTION OF PATIENT PROVIDER SUPPORT AGENCY (PPSA) UNDER NTEP



Directorate of Public Health, Odisha

State TB Cell (NTEP)

Ground Floor, Heads of Department Building, Unit IV, Bhubaneswar-751001

Email: stoor@rntcp.org, Phone/Fax: 0674-2390395



Advt. No. 460/ TB Cell

Date: 03.07.2024

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PATIENT PROVIDER SUPPORT AGENCY (PPSA)
UNDER NATIONAL TB ELIMINATION PROGRAMME (NTEP), ODISHA**

Sealed Proposals are invited from the eligible bidders for selection of PPSA in respect of the following bid reference:

Bid Reference No	Bid Document Cost (Rs.)	EMD (Rs.)
DPH (O)/PPSA 2.0/ 2024/ 460 / TB	1,500/-	1,00,000/- for each District

The eligible bidders may participate by submitting their proposals in the specified RFP format along with the bid document cost and EMD(s) required for the proposed district(s). The RFP document containing the information relating to the bidding process including EMD, Eligibility Criteria, Scope of work, General terms & conditions of Contracts and Formats for Submission of Proposal may be downloaded from the official website: <https://www.nhmodisha.gov.in> / <https://www.dphodisha.nic.in>.

The pre-bid meeting & bid submission / opening schedules are as mentioned below:

Date & Time of Pre-bid Meeting	Last date & time of Submission of Bid	Date & time of Opening of Technical Bid
Dt.10.07.2024, 11:30 AM	Dt.03.08.2024, 2.00 PM	Dt.03.08.2024, 4.00 PM

The details regarding the venue of pre-bid meeting and the address for bid submission/ opening are mentioned in the RFP document. Any amendments as decided in above RFP pre-bid meeting shall only be notified in the aforesaid website. The sealed envelope should be clearly labelled with “**Proposal for Patient Provider Support Agency (PPSA) under NTEP, District Name (s) _____**” and **Bid/RFP Ref. No. _____** and should reach the office of the undersigned **by registered post / speed post / courier**, on or before the stipulated date & time of bid submission as mentioned above.

The undersigned reserves the right to reject any or all the proposals without assigning any reason thereof.

Sd./- Director Public Health, Odisha

DIRECTORATE OF PUBLIC HEALTH Odisha

REQUEST FOR PROPOSAL

Selection of Patient Provider Support Agency (PPSA - 2.0) under National Tuberculosis Elimination Programme (NTEP)

RFP Reference No.: **DPH (O)/PPSA 2.0/2024/ 460 / TB**

Date: **03.07.2024**

Website: www.nhmodisha.gov.in / www.dphodisha.nic.in

Email: stoor@rntcp.com

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 Tender Inviting 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 and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the Tender Inviting 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. Tender Inviting 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. Tender Inviting Authority / Department may in its absolute discretion but without being under any obligation to do so can update, amend, or supplement the information in this RFP document.

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SECTION - 1

NOTICE INVITING PROPOSAL

RFP No.: **DPH (O)/PPSA 2.0/2024/ 460 / TB**

Dated: 03.07.2024

Detail Proposals are invited from eligible bidders for selection of the **Patient Provider Support Agency** for TB Care in Private Sector in the State of Odisha.

Schedule of Events

1	Period of Availability of RFP Document	From 04.07.2024 to 03.08.2024 (Downloadable from website: www.nhmodisha.gov.in / www.dphodisha.nic.in)
2	Pre-bid Meeting	<p>Date: 10.07.2024, Time: 11.30 AM</p> <p>Venue: Conference Hall of Combined Health Directorate, Heads of Department Building, Unit-IV, Bhubaneswar-751001.</p> <p>(Prospective bidders/authorized representative may remain present during pre-bid meeting)</p>
3	Last date for submission of Proposal	<p>Date: 03.08.2024, Time: 2.00 PM</p> <p>Address of submission of bid: O/o The Additional Director of Health Services (TB), State TB Cell, Odisha (Directorate of Public Health, Odisha) Ground Floor, Heads of the Department Building, Unit-IV, Bhubaneswar-751001</p> <p><i>NB: Proposals should be submitted through Speed post / Registered post / Courier only.</i></p>
4	Date, time, and place of opening of Proposal and presentation	<p>a) Technical Proposal (Part A) opening: 03.08.2024 Time – 4.00 PM at the address mentioned above.</p> <p>b) Presentation <i>The date of presentation will be intimated by the tender inviting authority to the agency found eligible as per eligibility criteria.</i></p> <p>c) Financial Proposal (Part B): <i>The date of opening of financial proposals will be intimated by the tender inviting authority to the agency found successful in the technical proposal evaluation with required technical score as mentioned in Section 6.</i></p> <p><i>(Bidders / authorized representative may remain present at the time of opening of proposal)</i></p>

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 Scope of Proposal

- (a) Interested bidders fulfilling the eligibility criteria (as per Section 3) may submit their bid **for any or all the 7 districts. The lists of 7 revenue districts (8 NTEP districts) where the Patient Provider Support Agency (PPSA) shall operate the Services are mentioned in Section-5.**
- (b) Detailed description of the objectives, scope of work, deliverables and other requirements relating to “PPSA Services” are specified in **Section-4** of the RFP. The way the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- (c) The selection of the Agency shall be done centrally based on an evaluation by the tender committee constituted by the Director of Public Health Odisha 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 decision of Director, Public Health is final and without any right of appeal whatsoever.
- (d) The bidder shall submit its Proposal in the form and manner specified in this RFP. **The Technical and Financial Proposal (Part A & B) shall be submitted in the formats specified in Section 8.** Upon selection, the agency shall be required to enter into an Agreement with the CDM & PHO of respective districts, Odisha in the form specified at **Annexure I.**

2.2 Eligibility Criteria

The details of the eligibility criteria of bidders are specified in **Section 3.**

2.3 Proposal Submission

Interested eligible bidders may submit their bid(s) **for any or all the districts.** The bidders interested to submit their bids for **more than one district**, can do so by submitting **bids with EMD(s) based on the no. of district (s) applied for & other documents** as set forth in this RFP. However, they will have to furnish only one bid document cost.

The proposal shall be submitted in two parts:

- 1) Part A - Bid Security (ies), Bid Document cost & Technical Proposal as per formats set out in RFP (Section 8).**
- 2) Part B - Financial Proposal as per the formats set out in RFP (Section 8)**
 - (i) The details of packing, sealing & marking of envelopes is mentioned at **clause no. 2.6**
 - (ii) The Proposal shall be typed or written legibly in indelible ink and shall be signed by the authorized representative of the bidder.
 - (iii) Power of Attorney for signing of bid: The bidder should submit a Power of Attorney as per the **Form T7**, authorizing the signatory of the bid to commit the bidder.

(iv) Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal have put his/their initial prior to submission of the same.

2.4 Bid Document Cost

The bidders shall have to furnish a bid document cost of **Rs.1,500/-** (non-refundable) in the shape of a **Banker's cheques / Demand Draft** (only one bid document cost for any or all districts applied for) from any Nationalized / Schedule Bank payable at Bhubaneswar and in favour of **Director of Public Health, Odisha**. In the absence of the bid document cost, the technical proposal of the bidder shall be rejected.

The bid document cost should be put in the Technical Proposal (Cover A) envelop.

2.5 Earnest Money Deposit (EMD)

The bidder along with the technical proposal shall have to furnish Earnest Money Deposit (EMD) amounting to **Rs.1,00,000/-** (refundable) in the shape of Banker's cheques / Demand Draft (for **each District** they want to participate) from any Nationalized / Schedule Bank in favour of the **Director of Public Health, Odisha** payable at Bhubaneswar.

Note: In case the bidder wants to participate for one district, they will have to furnish the EMD of Rs.1,00,000/-. Similarly, if the bidder wants to participate for all seven districts, then they have to furnish the EMD of Rs.7,00,000/-

In the absence of the EMD, technical proposal of the bidder shall be rejected. However, as per the Finance Department, Govt. of Odisha office memorandum no. 21926 dated 12.8.2015, the **local MSEs** (Micro & Small Entrepreneurs) registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC are exempted from submission of EMD while participating in tenders of Govt. Departments and Agencies under its control. It is further clarified that the above exemption is applicable to **local MSEs of Odisha only**. This exemption to the local MSEs shall be applicable if the kind of service as required under this tender enquiry is clearly specified against the details of the service to be provided in their DIC / NSIC / MSME registration certificate (to be furnished in the technical bid.

The EMD shall be returned to unsuccessful bidders within a period of 4 weeks from the date of announcement or signing of contract with the successful bidder whichever is later.

The EMD shall be forfeited if the bidder withdraws its proposal during the interval between the proposal due date and expiration of the proposal validity period or on in case of successful bidder, if does not execute the agreement.

2.6 Packing, Sealing and Marking of Proposal

(a) The Technical Proposal (Cover A) and Financial Proposal (Cover B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left-hand corner of the envelope and super scribed in the following manner.

➤ **Cover-A - Technical Proposal** for "Patient Provider Support Agency (PPSA), District Name(s) _____".

There will be only **one technical proposal** to be submitted irrespective of the no. of districts

the bidder want to quote for. In case the bidder wants to participate in more than one district, then the name of districts is to be clearly mentioned in the technical proposal cover, i.e. **Cover-A** as well as the outer envelope.

- **Cover-B - Financial Proposal** for “Patient Provider Support Agency (PPSA), District Name _____”.

There will be separate financial proposal to be submitted for the no. of districts the bidder want to quote for. In case the bidder wants to participate for more than one district, then the district name is to be clearly mentioned in the concerned price bid envelop, i.e. Cover B. All the price bid envelopes shall be individually sealed and marked as mentioned above and are to be placed inside the outer envelope.

- (b) The two envelopes, i.e., envelope for Part-A, Part-B must be packed in a separate sealed outer envelope and clearly superscribed with the following:

- Proposal for “Patient Provider Support Agency (PPSA), District Name (s) _____”.
- **RFP no. and the District Name (s)** for which the proposal is submitted is to be clearly mentioned on the top of the outer envelope.
- The bidder’s Name & address shall be mentioned in the left-hand corner of the outer envelope.

- (c) The inner and outer envelopes shall be **addressed** to the **Director, Public Health** with the detail address mentioned at the Section - 1: Notice Inviting Proposal.

If the outer envelope is not sealed and marked as mentioned above, then the o/o Director-Public Health, Odisha will assume no responsibility for the proposal’s misplacement or premature opening. Proposals received through Telex, cable or facsimile will be rejected.

(d) Content of the Proposal

I. Cover A (Technical Proposal)

The bidders are requested to submit a detailed technical proposal with respect to Patient Provider Services Agency at health institutions during the proposed contract period in conformity with the Scope of work forming part of this RFP.

1. EMD of **Rs.1,00,000/-** (Rupees One Lakh) for **each district(s) which the bidder wants to quote** in the shape of a Demand Draft in favour of **Director of Public Health, Odisha**
2. Form **T1**
3. Form **T2**
4. Photocopy of the Registration Certificate of the Agency
5. Photocopy of PAN
6. Photocopy of GST, EPF, ESI Registration
7. Photocopy of the ECR of EPF and Challans of ESI for the month of May 2024 towards EPF / ESI payment of the personnel deployed by the agency.
8. Photocopy of ISO 9001 certification (**Optional**)
9. Form **T3** (Details of the district(s) quoted & EMD)
10. Form **T4** (Statement of Annual Audit from Chartered Accountant)

11. Photocopy of the audited Profit & Loss Statement in the last three financial years in support of the turnover certificate [FY 2020-21, 2021-22 & 2022-23]
12. Form **T5 A**- Relevant Experience Details in managing similar services in State Govt. / Govt. of India Institution / Govt. undertaking / Corporation / Banks / Govt. & Pvt. Hospitals / Pvt. Organizations during the last three years.
13. Form **T5 B** (Past Experience – Project wise)
14. Photocopies of work orders / contracts executed in support of the information furnished in Form T5 A & T5 B
15. Form **T6** (Approach, Methodology & Work Plan)
16. Form **T7** - Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder
17. Form **T8** - Affidavit certifying that the Entity/Promoter(s)/Directors/Partner(s) of Entity are not blacklisted.
18. Form **T9** - Letter of Declaration (Anti Collusion Certificate) mentioning that the bidder will not collude with the other bidders.
19. Any other details, the bidder like to include in the proposal.

II. **Cover B (Financial Proposal)**

1. The bidder must submit the Financial Proposal using Form specified in Form **F1** and **F2** with proper signature and seal of the bidder.
2. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be taken into consideration.
3. The same authorized person signing the RFP shall sign the financial part also.

2.7 Number of Proposals

Interested bidders fulfilling the eligibility criteria may submit **one technical proposal** and separate **financial proposals** for any one /More than one or **all the districts**.

2.8 Validity of Proposals

The Proposal shall remain valid for **180 days** after the last date of technical bid opening. Any Proposal, which is valid for a shorter period, shall be rejected as non-responsive.

2.9 Cost of Proposal

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

2.10 Acknowledgement by the bidder

- (a) It shall be deemed that by submitting the Proposal, the bidder has: -
- (i) Made a complete and careful examination of the RFP.
 - (ii) Received all relevant information requested from the concerned authority / Institution.
 - (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 authority / institution 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 an informed Proposal and performance of all of its obligations there under.
- (v) Acknowledged that it does not have a Conflict of Interest; and
 - (vi) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (b) The concerned authority / institution 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 therein or in any information or data given by the concerned authority.

2.11 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in **English language** and strictly as per the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, 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.

2.12 Proposal Due Date

RFP filled in all respect must reach O/o the Director of Public Health, Odisha at the address, time and date specified in the Section-1: Schedule of Proposal Submission, through Speed Post/ Regd. Post / Courier. If the specified date for the submission of RFPs is declared as a holiday, the RFPs will be received up to the stipulated time on the next working day.

2.13 RFP Opening

- (a) The tender inviting authority at the o/o the Director of Public Health, Odisha will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned at Section - 1: Notice Inviting Proposal.
- (b) The bidder/their authorized representatives who will be present shall sign a register evidencing their attendance.
- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the stipulated time and location on the next working day.

SECTION 3

ELIGIBILITY CRITERIA

3.1 This invitation is open to all organizations registered under Companies Act 1956/2013, Indian Societies Registration Act 1860, Indian Trust Act 1882 who fulfill the eligibility & qualification criteria specified hereunder. (The bidder can't be an individual or group of individuals & Consortium is not allowed)

3.2 The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows:

Sl.	Eligibility criteria for Bidders	Mandatory Documents to be submitted as evidence
1	The Bidder should be an established entity under Companies Act 1956/2013, Indian Societies Registration Act 1860, Indian Trust Act 1882, LLP registered under LLP Act 2008 or registered under Partnership Act 1932 of India. (Sole Proprietor firms are not allowed to participate)	Registration certificate under the relevant Act.
2	The bidder must have average annual turnover of Rs. 50 Lakhs (Rupees fifty lakhs only) in the last three financial years (FY 2020-21, FY 2021-22 & FY 2022-23), as evidenced by the audited accounts of the bidder.	Audited balance sheet and (a) Statement of Income and Expenditure account statement. (<i>if the bidder is registered under Societies and Trust Act.</i>) (b) Statement of Profit and Loss (<i>if the bidder is registered as a charitable institution under Companies Act.</i>)
3	The bidder must provide self-attested scanned copies for (i) PAN Card, (ii) Income Tax Returns of three financial years FY 2020-21, 2021-22 & 2022-23 and (iii) GST Registration Certificate, if applicable (iv) ESI & EPF registration certificate, if applicable	Self-attested copies of 1) PAN Card 2) GST Registration Certificate (if applicable) 3) Copy of Income Tax Return filed and submitted by the bidder for three financial years FY 2020-21, 2021-22 & 2022-23 4) ESI & EPF registration certificate (if applicable)
4	The bidder must have experience of implementing programs in healthcare with funding support from Government or donor agencies, in any three years in the last five Financial Years (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).	Information to be furnished in Form T5 regarding relevant experience in managing similar services . Copy of the work order(s) and contract / MoU documents from each of the client(s). The work order(s) and contract documents should clearly indicate the services being provided by the agency and the term of the project.

Sl.	Eligibility criteria for Bidders	Mandatory Documents to be submitted as evidence
5	<p>The bidder must not be</p> <p>(i) The agency must not have been 'Blacklisted'/'Debarred' from participating in any tendering process by any state government/ Central Government Institutions.</p> <p>(ii) The agency 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.</p> <p>(iii) The bidder shall declare all ongoing litigations; it is involved in with any Government Agency / State / central department / PSU.</p>	Original Affidavit attested by Notary Republic or sworn before Executive Magistrate as per Form T8
6.	In case of NGO/Trust, the agency must have unique ID number through registration in the portal NGO-DARPAN maintained by NITI AAYOG, Govt. of India.	Proof of registration on NGO – DARPAN portal
7.	In Case of NGO/Trust valid registration of 12A is mandatory. However, 80 G Registration is optional.	Valid Certificate of 12A and/or 80G Registration (submit documented proof)

3.3 Maximum Ceiling limit of projects under OSH&FWS to agency:

3.3.1 In the State, a maximum number of **10 projects** only (includes ongoing and new) which can be sanctioned to a particular agency out of OSH&FWS funds.

3.3.2 In a district, maximum upto any **5 partnership projects** (includes ongoing and new) under OSH&FWS funds can be sanctioned to a particular agency.

Note: – Agency must submit undertaking in its official letter head of its ongoing projects under OSH&FWS in the state is within the ceiling limit of OSH&FWS mentioned above in the clause 3.3.

SECTION 4 – SCOPE OF WORK

The Director-Public Health, Odisha [DPH(O)] with the National Tuberculosis Elimination Program (NTEP) is looking to expand the scope of its work for diagnosis, treatment, and care of Tuberculosis patients in the private sector. Under this program, the [DPH(O)] will engage and collaborate with doctors, laboratories and chemists working in the private sector to ensure that no patient is left behind. To this effect, the State Government of Odisha for TB Control is establishing an interface agency called **Patient Provider Support Agency (PPSA)** that will be managed by the **concerned district authority**.

4.1 The Government of Odisha will be allocating a specific area to the PPSA and the selected PPSA shall be responsible for operationalization of Patient Provider Support Agency (PPSA) at seven **7 revenue districts (Balasore, Cuttack, Khorda (including Bhubaneswar MC), Ganjam, Mayurbhanj, Sundargarh, and Sambalpur)** to provide end to end TB care among the private sector patients.

- i. With an aim of increasing notification of TB patients, seeking care in the private health sector and for ensuring quality of services as per Standards for TB Care in India including successful treatment outcomes, the agency shall be working as an interface agency between the State NTEP department (State TB Cell and District Tuberculosis Centre (DTC)) and the private healthcare ecosystem in each of the district(s). It shall be taking care of all the TB patients in the private sector with notification, sample collection and transportation linkages for free diagnostic and drugs, comorbidity screening, treatment adherence support and counselling, patient and provider incentives, adverse drug reaction reporting, risk assessment of TB patients for differentiated care, contact investigation and referral to public sector when required till the end of the treatment following the standards of care.
- ii. Under no circumstances, shall any payment be charged from the TB patients by the selected agency.

4.2 Private Provider Engagement:

- 4.2.1 The agency shall conduct mapping of private providers in each of the district(s). This includes all types of private providers – private hospitals, clinics, nursing homes, charitable / trust hospitals, chemists/pharmacists, laboratories (Govt./NABL accredited/NTEP approved), AYUSH providers, Informal providers, etc. The agency can build up on existing list of private health facilities available with district, professional associations or any other source.
- 4.2.2 The agency shall prioritize providers for targeted engagement based on the existing data (from already existing database at the district and Nikshay), insights gathered by interviewing professional associations, pharmacies, laboratories, patient support group, NGOs working in the area. H1 register may also help identify key providers.
- 4.2.3 Engagement of private providers shall be done through in-person visits and through workshops/CMEs on regular basis. To supplement this further, sharing of relevant reference materials will also be facilitated. The agency shall design private provider engagement package, put appropriate resources to ensure effective and long terms relationship is built up between private providers and NTEP.
- 4.2.4 The agency must organize sensitization session for private sector on bi-annually basis with submission of report to DTC with photographs and attendance of participants.

4.3 Sample Collection and Transportation

- 4.3.1 The agency shall be responsible for specimen collection from private providers / collection centers and delivery to the NTEP laboratories (Govt / private labs- as applicable).
- 4.3.2 The agency shall be responsible for collection and packaging of samples with bio-safety precautions as per NTEP guidelines, ensuring labelling and completion of lab request form, maintaining records like, laboratory register, logbooks of samples transported.
- 4.3.3 The agency shall be responsible for coordinating the delivery of soft copy and hard copy of the test report to the private providers, and for entering the report in NIKSHAY.
- 4.3.4 The agency shall liaise with Nucleic Acid Amplification Test (NAAT) / Microscopy / Culture and DST labs / Intermediate Reference Labs / National Reference Labs in notified public sector labs / linked private labs (as applicable) in the concerned district(s).
- 4.3.5 Logistics and supplies shall be provided by the NTEP, as mutually agreed.
- 4.3.6 For extra pulmonary and pediatric TB samples, the agency will provide linkages for sample collection and facilitate transportation.
- 4.3.7 The agency shall facilitate sample collection and transportation services for testing of TB infection as per the latest NTEP guidelines.

4.4 Linkages for free diagnostic and drugs

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

4.5 Public Health Actions:

4.5.1 Comorbidity testing:

A. HIV Testing: The selected agency shall ensure following services in coordination with District DRTB & TB-HIV coordinator;

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

B. Blood sugar testing for Diabetes Mellitus: The selected agency shall ensure following services in coordination with District DRTB & TB-HIV coordinator;

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

4.5.2 Universal Drug Susceptibility Testing (UDST): The selected agency shall ensure following services in coordination with District DRTB & TB-HIV coordinator;

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

4.5.3 Drug resistant TB management: The selected agency shall ensure following services in coordination with District DRTB & TB-HIV coordinator;

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

4.5.4 Treatment adherence support and counselling: The agency need to ensure

- i. Patient home visit at the start of treatment and follow up visits as per NTEP guidelines or STCI
- ii. Counselling of patients and their families on – nutrition, de-addiction,

stigma/discrimination/, treatment compliance, adverse drug reaction, hygiene, and prevention of disease spread

- iii. Use of Digital Adherence Tools wherever applicable
- iv. Identify adverse drug reaction and ensure, it gets managed effectively
- v. Risk assessment of TB patients for differentiated care:
- vi. The agency may facilitate risk assessment of patients at regular interval and facilitate linkages for appropriate management.
- vii. Update treatment outcome of TB patients
- viii. All information related to the patient notified needs to be entered in Nikshay regularly.

4.6 Patient Provider Incentive:

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

4.7 Contact Investigation and TB Preventive Treatment

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

- 4.7.12 Update contacts record physically (treatment card), on NIKSHAY and/or any other platform prescribed by NTEP.
- 4.7.13 Update preventive treatment completion of TB contacts.
- 4.7.14 Forecast and demand drugs for Chemoprophylaxis

4.8 Data Management and Reporting:

- 4.8.1 The implementation of the activities by the selected agency will be at the district level. The **monthly report is to be submitted to the office of DTO and STO.**
- 4.8.2 The selected agency shall maintain adequate documentation of work. On completion of the tasks the agency/bidder will submit the report in the prescribed format to the State NTEP/District NTEP. The Agency will further **submit a copy of the annual report and success story** (Case Study) covering the details of the project activities and studies undertaken if any, to the District NTEP/ State NTEP and Director of Public Health. The State/ District NTEP shall have a right to call upon the selected agency to furnish such additional supplementary reports, or other documents, papers or writings as necessary or proper in connection with the completion of the project.
- 4.8.3 At the end of the contract period, the selected agency, shall be required to share all the data and materials, reports available with them to the concerned officials District/State NTEP.
- 4.8.4 The selected agency shall not share any data or material or information or report to any person or agency other than authorized by the State/District NTEP.
- 4.8.5 The District/State NTEP, at their own cost, **may conduct third party assessment of services** rendered under the project and conduct of the agency during the project period. The selected agency shall be informed about such assessment. The State/District NTEP may take action on the basis of the findings of third-party assessment. The third-party assessment may be done **after completion of 2 years of the contract or as and when felt necessary** by the State/District NTEP.
- 4.8.6 The selected agency shall maintain confidentiality of patient's information as per existing law of land.
- 4.8.7 The agency will be also responsible for updating the real time data in the PPSA dashboard which will be developed by the tender issuing authority and login credentials will be provided to the agencies.

4.9 Other terms and conditions:

A. Provision of Human Resource by Agency:

- i. Deployment of manpower at districts should be followed as per the minimum requirement listed below the table:

S.no	District Name	Minimum Manpower deployment
1	Khurda (Including BMC)	District Coordinator - 1, Field Staffs- 11 (Khurda= 4 + BMC= 7)
2	Cuttack	District Coordinator - 1, Field Staffs- 6
3	Balasore	District Coordinator - 1, Field Staffs- 3
4	Mayurbhanj	District Coordinator - 1, Field Staffs- 6
5	Sambalpur	District Coordinator - 1, Field Staffs- 3
6	Sundargarh	District Coordinator - 1, Field Staffs- 4
7	Ganjam	District Coordinator - 1, Field Staffs- 7

- ii. The agency shall appoint adequate and qualified staff to implement the activities, listed above. They will be employees of the selected agency. The selected agency will follow all the laws applicable for employee compensation. Employees' liability, financial or otherwise, will be the responsibility of the selected agency and not State NTEP/District NTEP.
- iii. The agency shall ensure they are achieving targets consistently on quarterly and half-yearly basis. Review of quarterly performance will be taken by the concerned district and state authority.
- iv. The agency shall be providing digital tools to its staff to record information and monitor patients, and for real time entry and updating of TB patients in NIKSHAY. The selected agency shall be required to provide communication and internet support to the manpower deployed in the project.
- v. The manpower appointed by the selected agency shall not be the staff/ or employee of the State NTEP/DHS in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be. There shall be no employer employee relationship between the State NTEP/District NTEP and the personnel to be deployed by the selected agency in the contract service.
- vi. The agency shall be responsible to comply with all applicable labour legislation (Compensation, Minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project. The agency shall indemnify the State NTEP/District NTEP of any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the rules/acts related to the manpower appointed or hired for performance of this contract.
- vii. The agency will ensure timely salary payment and opening of ESI and EPF account for each of the employees and timely deposit of applicable ESI and EPF (Employer's contribution and employees' contribution) and failure to that if any, shall be at the risk and responsibility of the selected agency.
- viii. The State NTEP will not entertain any dispute between the manpower appointed by the selected agency and the concerned agency on any issue related to functioning of the project. In case of any such dispute affecting the performance of the services done by the selected agency, strict action as per penalty provisions mentioned in the tender or a consequential action under the terms of the agreement, whatever it may be, will be taken against the selected agency.
- ix. The agency will have to observe ethical behavior and standards with the manpower appointed by the agency in the project. The State NTEP/District NTEP will have a right to hold an enquiry and act to take appropriate action with respect to this aspect.
- x. Any vacancy during the project contract period should be filled by the agency within the time limit of one month or before.

B. Miscellaneous

- i. The agency shall be required to start the project within the specified time mentioned in the work order issued by Director of Public Health, Odisha for all the concerned districts.
- ii. The agency shall deploy the district project coordinator in the District TB Cell in consultation with the district administration.

4.10 Roles and responsibilities of both parties (Agency and NTEP)

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

SN	Service Area	Role of Agency	Role of NTEP (State/ District authority in case of contract executed)
3.b	Sample Collection and transportation	<ul style="list-style-type: none"> • Ensure / Establish sample collection centers in private healthcare facility /community. • Identify designated areas as well as nodal persons for sample collection and packaging. • Counsel and coach, the patient on expectorating a good sample. • Ensure accurate packaging and labelling of collected specimen as per the NTEP guidelines. • Transportation of samples from identified collection centers to the linked TB laboratory/ies as per NTEP guidelines. • Ensure appropriate specimen storage facility (as per NTEP guidelines) in case of delays in transport. • Coordinate with corresponding laboratories for delivery of result in timely manner. • Maintain biological specimen examination request form and sputum collection register. • Ensure timely delivery of results to the specimen collection center &/or patients. • Bio-safety standards compliance for sample collection, packaging, and transport. 	<ul style="list-style-type: none"> • Provide the agency with SOPs, NTEP formats for sample collection and packaging as well as access to Nikshay user credentials. • Train concerned staff on specimen collection, packaging, and transportation with requisite safety precautions as per NTEP guidelines. • Identify and specify laboratory linkages. • Provide a prototype / sufficient supply of sputum sample container and specification for (procurement) of sample collection containers. • Provide results of the sample transported by agency as per TAT recommended under NTEP.
4	Treatment	<ul style="list-style-type: none"> • Ensure that all TB patients start treatment. • Promote use of NTEP provided free drugs. • Linkages to NTEP provided drugs (based on patient's willingness) • Develop drug delivery models, identify stocking points considering the convenience of patients and providers. • Recording and reporting as per NTEP. 	<ul style="list-style-type: none"> • Forecasting of drugs including private sector patients. • Ensure regular supply of drugs to agency for further distribution to patients.

SN	Service Area	Role of Agency	Role of NTEP (State/ District authority in case of contract executed)
5	Public Health Action		
5.a	HIV Testing	<ul style="list-style-type: none"> • Ensure HIV Testing of all TB patients. • Identify facilities for establishing F-ICTCs. 	<ul style="list-style-type: none"> • Support establishing F-ICTCs at facilities identified by agency.
5.b	Diabetes Testing	<ul style="list-style-type: none"> • Ensure Diabetes status testing of all TB patients. 	<ul style="list-style-type: none"> • Ensure management of Diabetes among the diagnosed cases.
5.c	Treatment Adherence and Outcome	<ul style="list-style-type: none"> • Counselling and treatment adherence support to all TB patients through home visits as well as telephonic follow up at regular intervals as well as update. ➤ On Nikshay covering following aspects: <ul style="list-style-type: none"> • TB infection and disease • Contact screening and TB Preventive Treatment. • Nikshay Poshan Yojana / linkages with other social security schemes, as per applicability. • Nutritional Assessment and Support. • Follow up visits and investigation. • Adverse effect reporting • Status of outcome 	<ul style="list-style-type: none"> • Providing standard operating procedures, training and reference material to the agency • Timely payment to all eligible beneficiaries as per NTEP guidelines
6	Contact Investigation and TB Preventive Treatment (TPT)	<ul style="list-style-type: none"> • Screening of contacts household. • Linkage for diagnostics of TBI and TB. • Appropriate Treatment initiation of TB or TBI. • Adherence monitoring and management of ADR. • Counsel the parents and family on the importance of treatment completion. • Ensure drug logistics and supply for TPT. • Update records / reports. • Forecast and demand drugs for Chemoprophylaxis. 	<ul style="list-style-type: none"> • Ensure availability of tests as per estimated patient load. • Identify and specify laboratory linkages. • Provide results of the sample transported by agency as per TAT recommended under NTEP. • Forecasting of drugs including private sector patients • Ensure regular supply of drugs to agency for further distribution to patients. • Provision of SOPs/ IEC and training

			material to support the PPSAs and private providers.
7	Payment to Agency	<ul style="list-style-type: none"> • Submission of vouchers within 30 days of end of a quarter along with supporting documents as per agreement. • Provide justification / clarity wherever sought by NTEP. 	<ul style="list-style-type: none"> • Provide checklist for voucher submission. • Complete validation/verification within 30 days of voucher submission • Provision of details in case of penalty • Timely Payment to agency as per provisions in the contract • In case NTEP is expecting any delay in release of payment, proactive action should take to release payments to agency so that services of agencies should be sustained.

SECTION 5 – LOCATION OF SERVICES

S.no	District Name	Notification Target
1	Khurda (Including Bhubaneswar MC)	2159 (728+1431)
2	Cuttack	1145
3	Balasore	550
4	Mayurbhanj	1219
5	Sambalpur	650
6	Sundargarh	846
7	Ganjam	1431
Total =		8000

SECTION 6 – CRITERIA FOR EVALUATION

6.1 Evaluation of bids shall be made based on Quality & Cost based selection (QCBS) method with **70%** weightage to **technical score** and **30%** weightage to **financial proposal**. The bidder who secures the highest combined score (Technical + Financial) shall be awarded the contract.

6.2 Evaluation of Technical Proposals

Evaluation of proposals shall be made centrally. Evaluation shall be made **district wise**.

In the first stage, the Technical Proposal will be evaluated based on bidder's fulfillment of eligibility criteria. In the second stage, only those bidders whose Technical Proposals becomes responsive based on the eligibility criteria, shall qualify for further detail technical evaluation for presentation and awards of marks based on the following Criteria:

Technical Evaluation Matrix for each district				
Sl.	Particulars	Allocation of marks		Maximum Weightage for Marks
1.	Annual average turnover in the last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23).	≥ 50 Lakhs ≤ 75 Lakhs	10 marks	20 marks
		≥75 Lakhs ≤ 1.5 Crores	15 marks	
		> 1.5 Crores	20 marks	
2.	Experience of implementing programs in health care with Government or donor agencies	3 - 4 years	5 marks	20 marks
		> 4 years ≤ 6 years	10 marks	
		> 6 but ≤ 8 years	15 marks	
		> 8 years	20 marks	
3.	Number of Projects in implementing programs in health care with Government or Donor Agencies in last 5 financial years	1 – 3	5 marks	15 marks
		4 – 5	10 marks	
		> 5	15 marks	
4.	Number of Projects in implementing programs exclusively related to National Tuberculosis Elimination Program (NTEP) with Government or Donor Agencies in last 5 financial years	1 – 2	5 marks	10 Marks
		3 – 4	7.5 marks	
		> 4	10 marks	

Technical Evaluation Matrix for each district				
Sl.	Particulars	Allocation of marks		Maximum Weightage for Marks
5.	Geographical Experience of working in health care programmes	Outside Odisha	5 marks	10 marks
		In Odisha	7.5 marks	
		Both in Odisha and outside	10 marks	
6.	Plan of executing the project in the concerned district(s) [These criteria would be evaluated through a concept plan submitted at the time of Bid submission] (Total = 15 Marks)	1. Approach & methodology (Provider Management, Handling linkages, Patient Management)		5 Marks
		2. Creativity & Innovation		5 Marks
		3. Program Management Plan (Monitoring & Evaluation, Timelines, Data management, analysis & reporting)		5 Marks
7.	15 minutes power point presentation to be presented by the bidder in-person	Presentation shall be based on the proposed methodology, Programme management plan, creativity, innovation etc. as submitted in the concept plan and the justification thereof.		10 Marks
Total Marks				100 Marks

Financial proposal shall be opened after the technical evaluation is completed and **only those bidders** who score **at least 70 marks or more** in technical evaluation shall qualify for **financial bid opening**. Tender inviting authority reserves the right to lower the minimum qualifying marks in technical evaluation by 10 marks in case the number of eligible bidders is less than 3 after the technical evaluation.

6.3 Evaluation of Combined Score

The combined score of the technical and financial evaluation of the technically qualified bidders as per the eligibility criteria, shall be calculated as per the formula:

$$\text{Combined Score (S)} = (T/T \text{ High} \times 70) + (C \text{ Low}/C \times 30)$$

Where,

T = Technical evaluation score of the bidder

T High = Highest Technical score amongst the bidders

C Low = Lowest quote of financial bid amongst the bidders

C = Quote of financial bid by the bidder.

And the bidder, securing the **highest combined score** shall be recommended for award of contract.

For example,

Three bidder(s) A, B and C, have applied for a particular assignment. Technical score shall be arrived at by treating the marks of the bidder scoring the highest marks (assuming bidder A) in the technical evaluation as 100.

The technical score of other bidders (B, C etc.) shall be computed using the formula:

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

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

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

A "combined score" shall be arrived at, taking into account both Technical and financial scores of each bidder with a **weightage of 70% for technical score and 30% for financial score**. The successful bidder shall be the one who has the highest combined score.

For example,

Bidder	Technical evaluation marks	Financial Quote	Technical Score	Financial Score	Combined Score
A	95	71	$(95/95) \times 70 = 70$	$(60/71) \times 30 = 25.35$	$70+25.35 = 95.35$
B	85	65	$(85/95) \times 70 = 62.63$	$(60/65) \times 30 = 27.69$	$62.63+27.69 = 90.3$
C	90	60	$(90/95) \times 70 = 66.31$	$(60/60) \times 30 = 30$	$66.31+30 = 96.31$

Hence, **bidder C**, with the **highest score of 96.31** becomes the successful bidder.

- 6.4** In case of more than one bidder with equal highest score up to 2 decimals for a district, the bidder with the **highest Financial Score** shall be declared as the successful bidder for the particular district.

SECTION 7 – TERMS AND CONDITIONS

7.1 Period of Engagement

- a) The engagement of the service provider shall be for a **period of three (3) years** from the date of signing of contract (Subject to approval of the activity in NHM-PIP). However, the agreement with the service provider shall be done **initially for the period of one year**.
- b) The contract may be extended annually for a maximum of **another two (2) years** (one year at a time) in existing terms and conditions with mutual consent of both the parties if performance is found satisfactory as per due assessment.

7.2 Validity of Bids:

The bid should be valid for a period of **6 Months** (Bid Validity Period) from the Bid Submission Due Date. The EMD shall be forfeited if a Bidder withdraws its bid during the period of Bid validity specified by the Bidder in the RFP.

7.3 Award of Contract

On evaluation of technical and financial bids of RFP and decision thereon, the selected bidder shall have to execute a contract with the District Authority within 15 days from the date of acceptance of their bid is communicated to them. The terms and condition, terms of reference of this RFP along with documents and information provided by the selected bidder shall be deemed to be an integral part of the contract. Before execution of the contract, the selected bidder shall have to deposit the performance security deposit as per **clause 7.6** mentioned below.

7.4 Modification to Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties. However, the tender issuing authority reserves the right to modify performance indicators and its payment weightage as per state priorities or guidelines received from Central TB Division.

7.5 Allotment of districts:

- a) The RFP is being issued for 7 revenue districts of Odisha State. Detail of districts along with notification targets is provided in **Section 5** of this RFP.
- b) An agency can be considered for awarding work orders for maximum of **four (4) districts**. However, the agency can apply for all districts. ***(In case agency successfully qualify for Khurda district then the agency can accept work order for maximum 2 more districts only).***

- c) An agency can propose for one or more districts. However, in case the Proposer applies for two or more districts, then it shall be required to submit applicable Earnest Money Deposit (EMD) and Performance Security (PS) for respective district(s) separately.
- d) In case an agency succeeded in getting work orders for more than four districts as per the competitive bidding process, then the concerned agency has to choose four districts only as per their choice and decline the rest of the districts within 7 days from receipt of Notification of Award.
- e) In that case, the tender inviting authority shall be at the freedom to negotiate with the bidder, with the next highest combined score CS2, and CS3,....(in this order) responsive bidders with their consent to enter into an agreement with the respective district authority for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) in the concerned district(s).
- f) The tender inviting authority may negotiate the rates to the lowest rate received for any districts in case, it is found that the rate of financial bid differs substantially.
- g) Allotment of districts will be as per maximum project ceiling norms under OSH&FWS with reference to **clause no. 3.3.1 & 3.3.2.**

7.6 Performance Security

- a) The successful bidder shall furnish a performance security in the shape of Bank Guarantee issued by a Nationalized Bank in favour of the concerned District Authority for an amount equal to **5% of the total annual contract value**. The Bank guarantee shall be as per proforma at “**Annexure:2**” and remain valid for a period, which is **six months beyond the date of expiry of the annual contract**. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the EMD may be forfeited, and the contract may be cancelled.
- b) If the service provider violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the district authority and the contract may also be cancelled.
- c) The district authority will release the Performance Security without any interest to the service provider on successful completion of contractual obligations.

7.7 Commencement of Service

The selected PPSA will **start the services** within **30 days from the signing of the contract**. Failure to do so from 31st day onwards the selected PPSA will be levied penalty of INR 5,000 per day per district subject to a maximum of another 30 days failing which the contract shall be terminated.

7.8 Compliance of Minimum wages Act and other statutory requirements

- a) The service provider shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The service provider shall also comply with all other

statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the service provider for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

- b) Legal liability of the services provided by the service provider shall remain with the service provider but in case of any death the certificate shall be issued by the government doctor. The Service provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

7.9 Payments

- a) The service provider shall be paid on a **quarterly basis** by the **concerned district authority** against the invoices raised. The payment shall be made based on the TB patient notification, contact tracing, comorbidity testing, bank account seeding, UDST and treatment outcome out of total notified TB patients in NIKSHAY. Payment calculations will be done as per the achievement of targets as mentioned in the payment matrix below:

Sl. No.	Major Indicator	Sub-Indicators	Payment amount (% of the invoice amount)	Numerator (N)	Denominator (D)	Source of Data	Performance Indicator
1.	Private sector TB Patient Notification (20%)	(1.a) % of Presumptive tested	5%	Number of private sector samples transported to NAAT lab for upfront NAAT testing with Ni-kshay test Id.	Annual Target for Private Sector Bhubaneswar: 3600 Balasore: 1375 Cuttack: 2865 Khordha: 1820 Ganjam: 3580 Mayurbhanj: 3050 Sambalpur: 1625 Sundargarh: 2125	Lab register or Nikshay Presumptive Register	For achievements equal or above 80% of Presumptive testing target, complete 5% of the payment amount would be paid. For achievements below 80%, the payment will be made on pro-rata basis.
		(1.b) % of TB patients notified	15%	Number of private sector TB patient notification	Annual target (PIP) for private sector TB notification Bhubaneswar: 1441 Balasore: 550 Cuttack: 1145 Khordha: 728 Ganjam: 1431 Mayurbhanj: 1219 Sambalpur: 650 Sundargarh: 846	Notification register (<i>Diagnosis cohort, Notification date, Private sector</i>)	For achievements equal or above 80% of TB notification targets, complete 15% of the payment amount would be paid. For achievements below 80%, the payment will be made on pro-rata basis
2.	Contact Tracing	(2.a) % of	10%	Number of pulmonary	Total number of pulmonary	Contact tracing	For achievement equal or above

	& TPT (20%)	contact tracing done		microbiologically confirmed private sector TB patient's household traced	microbiologically confirmed private sector TB patients	register and Notification register (<i>Current cohort, Notification date, Private sector</i>)	80% of contact tracing targets complete 10% of payment would be paid. For achievements below 90%, the payment will be made on pro-rata basis.
		(2.b) % of eligible pediatric contacts less than 5 years initiated TPT	5%	Number of pulmonary microbiologically confirmed eligible private sector contacts <5 years cases initiated TPT	Total number of eligible <5 years pulmonary microbiologically confirmed private sector pulmonary TB cases	Contact tracing register/ TPT Register, IGRA register from DPHL (<i>Current cohort, Notification date, Private sector</i>)	For achievement equal or above 60% of eligible TPT targets complete 5% of payment would be paid. For achievements below 60%, the payment will be made on pro-rata basis.
		(2.c) % of eligible contacts equal to or more than 5 years initiated on TPT	5%	Number of pulmonary microbiologically confirmed eligible private sector contacts >= 5 years cases initiated TPT	Total number of eligible >= 5 years pulmonary microbiologically confirmed private sector pulmonary TB cases	Contact tracing register / TPT Register, IGRA register from DPHL (<i>Current Cohort, Notification Date, Private sector</i>)	For achievement equal or above 40% of eligible TPT targets complete 5% of payment would be paid. For achievements below 40%, the payment will be made on pro-rata basis.
3.	Bank Account Seeding (15%)	(3.a) % of private provider bank account added in Ni-kshay	5%	Number of private provider bank account added in Ni-kshay	Total number of eligible private provider reported at least 1 TB notification in a calendar year	Beneficiary register (<i>Private sector, Incentive for TB notification and outcome</i>)	For achievements equal or above 80% bank seeding target, complete 5% of the payment amount would be paid. For achievements below 80%, the payment will be made on pro-rata basis.
		(3.b) % of beneficiaries bank account added in Ni-Kshay	10%	Number of beneficiaries bank account added in Ni-kshay	Total number of TB notified cases	Beneficiary register (<i>Private sector, Nutritional support scheme</i>)	For achievements equal or above 80% of beneficiary bank account seeding target in Nikshay, complete 10% of the payment amount

							would be paid. For achievements below 80%, the payment will be made on pro-rata basis.
4.	UDST (15%)	(4.a) % of Microbiologically confirmation	5%	Number of microbiologically confirmed private sector cases	Total number of private sector TB cases	Notification register (<i>Diagnosis cohort, Notification date, Private sector</i>)	For achievements equal or above 50% of private sector TB Patient confirmed microbiologically, complete 5% of the payment amount would be paid. For achievements below 50%, the payment will be made on pro-rata basis.
		(4.b) % of testing for Rifampicin status out of microbiologically confirmed TB cases	10%	Number of private sector patients tested for Rifampicin	Total number of private sector microbiologically confirmed TB cases	Notification register (<i>Diagnosis cohort, Notification date, Private sector</i>)	For achievements equal or above 90% of microbiologically confirmed TB cases in private sector tested for valid rifampin status, complete 10% of the payment amount would be paid. For achievements below 90%, the payment will be made on pro-rata basis.
5.	Comorbidity Testing (10%)	(5.a) % of HIV testing	5%	Number of private sector patients HIV test conducted	Total number of private sector TB notifications	Notification register (<i>Diagnosis cohort, Notification date, Private sector</i>)	For achievements equal or above 80% of HIV Testing among TB notified cases in private sector, complete 5% of the payment amount would be paid. For achievements below 80%, the payment will be made on pro-rata basis.

		(5.b) % of DM testing	5%	Number of private sector patients DM test conducted	Total number of private sector TB notifications	Notification register (<i>Diagnosis cohort, Notification date, Private sector</i>)	For achievements equal or above 80% of DM Testing among TB notified cases in private sector, complete 5% of the payment amount would be paid. For achievements below 80%, the payment will be made on pro-rata basis.
6.	Treatment Outcome (20%)	(6.a) % of patient Treatment Initiated within 7 days	5%	Number of private sector patient initiated treatment within 7 days from diagnosis	Total number of private sector patients initiated on treatment	Notification register (<i>Diagnosis cohort, Notification date, Private sector</i>)	For achievements equal or above 80% of Patient Initiated for treatment complete 5% of the payment amount would be paid. For achievements below 80%, the payment will be made on pro-rata basis.
		(6.b) % of Successful Outcomes	15%	Number of private sector patients treatment completed or cured	Total number of private sector TB notifications	Notification register (<i>Diagnosis cohort, Notification date, Private sector</i>)	For achievements equal or above 80% of Treatment success among notified TB cases in private sector, complete 15% of the payment amount would be paid. For achievements below 80%, the payment will be made on pro-rata basis.

- b) The agency shall be responsible for public health action of all the Private Sector TB notified patients which are notified by the agency, irrespective of their current facility. For **transfer out patients**, the agency shall follow-up telephonically with the concerned NTEP staff of the current health facility and ensure completion of public health actions. If feasible, the agency may travel to the current health facility for follow-up.
- c) The agency shall submit the quarterly invoice and other supporting documents to the

- district authority within 30 days from the last working day of the quarter.
- d) The district authority shall verify the invoice and the supporting documents within 15 working days of the submission of the invoice and supporting documents by the agency. In case of discrepancy, the agency would re-submit the corrected invoice/supporting documents within 4 days of the date of the intimation of the discrepancy.
 - e) The due eligible payments will be made through PFMS or any other online mode by the concerned district authority within 30 working days from the date of submission of the correct invoices and supporting document.
 - f) The agency must submit at least one invoice on treatment outcome in half yearly basis.
 - g) Tender inviting authority reserves the right to increase/decrease the performance indicators for any or all milestone indicators at any time during the contract.
 - h) To ensure uniform invoice verification and validation process the District NTEP unit may use MS excel based invoice verification-validation and payment calculation tool developed by State TB Cell.
 - i) Any performance related unclaimed payments shall be adjusted in the last quarter of each year.
 - j) In case, the agency fails to achieve aforesaid benchmark target (in %), calculation of payments will be done on pro-rata basis as illustrated in table below. Whereas, **if agency achieves 100% or more**, then there shall be **no change in payment weightage**.

Example of Pro-rata calculation:

Project type: PPSA

Cycle of payment: Quarterly

Payment Calculation:

Eligible Payment (G)= Annual Contract Value(X)/4* Payment Weight (B)* Pro-Rata Rate Weight(Y)* Achievement In %(F)

Pro-Rata Rate Weight (Y):

- If the agency achieves more than or equal to benchmark target (In %) then pro-rata rate weight (Y) to be considered as 1
- If the agency fails to achieve benchmark target (In %) then pro-rata rate weight (Y) = (Achievement (%) / Benchmark (%))
- If agency achieves 100% or more, then also pro-rata rate weight (Y) to be considered as 1
- Refer to below example for calculation of pro-rata rate weight (Y),

Parameters	Achievement %	Benchmark %	Pro Rata Rate Weight (Y)
TB Notification	110%	80%	1
HIV	70%	80%	0.875 (70/80)
DM Testing	85%	80%	1
Outcome	77%	80%	0.9625 (77/80)

Assumptions:

- (a) Price quoted by the bidder for the complete services till the treatment: **INR 3000**
- (b) Private Sector TB Notification annual target= **728 (Quarterly target=182)**
- (c) Annual contract value (X)= **INR 21,84,000 (Quarterly Contract value=5,46,000)**
- (d) In this example, we have not considered any penalties or taxes in the calculations.
- (e) Example illustrated for district 'X'

SN	Sub-indicators (A)	Payment Weight % (B)	Benchmark % (C)	Denominator (D)	Numerator (E)	Achievement % (F)	Total eligible payment (INR) (G)
1. a	% of Upfront NAAT	5%	80%	910 (Presumptive Examination Target/4)	750	82% (750/910)	INR 22,386 (546000*(5/100)*1*0.82)
1. b	% of TB patients notified	15%	80%	182 (Notification Target/4)	200	110% (200/182)	INR 90,090 (546000*(15/100)*1*1.1)
2. a	% of contact tracing done	10%	80%	35 (Pulmonary microbiologically confirmed private sector TB patients in a quarter)	31	89% (31/35)	INR 48,594 (546000*(10/100)*1*0.89)
2. b	% of eligible pediatric contacts less than 5 years initiated TPT	5%	60%	10 (Number of eligible <5 years pulmonary microbiologically confirmed private sector pulmonary TB cases)	10	100% (10/10)	INR 27,300 (546000*(5/100)*1*1)
2. c	% of eligible contacts equal to or more than 5 years initiated on TPT	5%	40%	50 (Total number of eligible >= 5 years pulmonary microbiologically confirmed private sector pulmonary TB cases)	10	20% (10/50)	INR 2,730 (546000*(5/100)*(20/40)*0.2)
3. a	% of private provider bank account added in Ni-	5%	80%	40 (Total number of eligible private)	32	80% (32/40)	INR 21,840 (546000*(5/100)*1*0.8)

	kshay			provider reported at least 1 TB notification)			
3. b	% of beneficiaries bank account added in Ni-Kshay	10%	80%	200 (Total number of eligible beneficiaries)	178	89% (178/200)	INR 48,594 $(546000*(10/100)*1*0.89)$
4. a	% of Microbiologically confirmation	5%	50%	90 (Total number of private sector pulmonary TB cases)	60	67% (60/90)	INR 18,291 $(546000*(5/100)*1*0.67)$
4. b	% of testing for Rifampicin status out of pulmonary microbiologically confirmed TB cases	10%	90%	60 (Total number of private sector pulmonary microbiologically confirmed TB cases)	55	92% (55/60)	INR 49,140 $(546000*(10/100)*1*0.92)$
5. a	% of HIV testing	5%	80%	200 (Total number of private sector TB notifications)	182	91% (182/200)	INR 24,843 $(546000*(5/100)*1*0.91)$
5. b	% of DM testing	5%	80%	200 (Total number of private sector TB notifications)	175	87% (175/200)	INR 23,751 $(546000*(5/100)*1*0.87)$
6. a	% of patient Treatment Initiated within 7 days	5%	80%	200 (Total number of private sector patients initiated on treatment)	140	70% (140/200)	INR 16,721 $(546000*(5/100)*(70/80)*0.7)$
6. b	% of Successful Outcomes	15%	80%	200 (Total number of private sector TB notifications)	182	91% (182/200)	INR 74,529 $(546000*(15/100)*1*0.91)$
PPSA Total Eligible Payment Amount							INR 4,68,809/-

Thus, as per above example the agency will be eligible for payment of 4,68,809 INR out of total quarterly contract amount of INR 5,46,000/- on pro-rata basis.

7.10 Income Tax/GST Deduction at Source

- a) Income tax deduction at source shall be made at the prescribed rates from the service provider's bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.
- b) The payment will be subject to TDS as per Income Tax Rules /GST Act 2017 (if applicable) and other statutory deductions as per applicable laws.

7.11 Performance Review

- a) Tender inviting authority reserves the right to **increase/decrease the performance indicators** for any or all milestone indicators at any time during the course of the contract.
- b) Tender Inviting Authority / State TB Cell/District Tb Center will undertake a periodic verification of the performance indicators and targets through site visits and voice calls at least quarterly with interaction/interview of patients.
- c) Tender inviting Authority/ State TB Cell/District Tb Center will undertake **performance review at end of every year**. If performance is found not satisfactory (i.e. targets achieved is less than benchmark % of annual target), then the OHS&FWS has the right to discontinue the contract with the agency or provide an extension of additional 3 to 6 months to improve the performance by the agency and may decide as per performance in the additional time period provided.

Category	Percentage slab
TB patients notified for verification of notification, TPT, bank account, HIV and DM testing and DST, TB patients with successful treatment outcomes	At least 10%

7.12 Penalty Provisions

- a) The performance of the service provider shall be evaluated based upon which applicable penalties shall be deducted.
- b) The State NTEP cell shall be sharing detailed performance evaluation criteria / formats to the District Authority to assess the performance of the Service Provider.
- c) Estimation of the number of patients/cases for which the applicable penalty needs to be imposed would be calculated by extrapolating (proportionating) the number of false cases identified in the sample verification to the total patients/cases notified.
- d) Notwithstanding, as contained otherwise, and besides above as the case may be, the penalties may be imposed for each occurrence as per the identified Key Performance Indicators (KPIs). The **applicable penalty** will be deducted **from payment to be made in last quarter of the year**.

Parameters	Applicable Penalty
TB patients notified for verification of notification, TPT, bank account, HIV and DM testing and DST, TB patients with successful treatment outcomes	Double the amount quoted by the bidder per case discovered of false information / listing on NIKSHAY linked to the specific parameter

7.13 Applicable Law and Jurisdiction of Court

This RFP shall be governed by and interpreted in accordance with the laws of India for the time being in force. Legal proceedings if any shall be subject to the Bhubaneswar jurisdiction only.

7.14 Force Majeure:

- a) "Force Majeure" or "Force Majeure Event" means the occurrence of any event which (i) is beyond the reasonable control of the PPSA, and (ii) the PPSA could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the PPSA, such that it affects the performance by the PPSA of its obligations under this Contract. Such events may include, but are not limited to, wars or revolutions, fires, epidemics, act of God, natural calamities, quarantine restrictions, strikes/ boycotts, Expropriation or compulsory acquisition in national interest of any rights of the PPSA and unlawful revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit etc. which is required by the PPSA to perform its obligations under this Contract.
- b) Upon the occurrence of a Force Majeure Event, the PPSA shall forthwith notify the Authority within 48 hours after it knew, or when it ought to have reasonably known, of its occurrence and shall provide the requisite information sought by the Authority from time to time regarding it. The PPSA shall not be liable for any delay or failure in performance of its obligations under the Contract which is the result of an event of Force Majeure. If a Force Majeure Event subsists for a period of 180 days or more within a continuous period of 365 days, the Authority may in its discretion terminate this Contract by issuing a termination notice to the PPSA without being liable in any manner whatsoever. No payment shall be due and payable by the PPSA to the Authority in case of termination of this Contract due to any Force Majeure Event; provided however that the Authority shall return the Performance Security to the PPSA within 30 days of such force majeure termination and shall pay any outstanding Test Fee due and payable for the Services rendered by it till date of termination due to Force Majeure Event after deducting any outstanding amount due and payable by the PPSA to the Authority under the provisions of this Contract.

7.15 Governing Law:

This RFP shall be interpreted in accordance with and governed by the laws of India and the courts at Odisha shall have exclusive jurisdiction over matters arising out of or relating to this RFP.

7.16 Termination

7.16.1 PPSA Default

Save as otherwise provided in this Contract, in the event that any of the defaults specified below shall have occurred, and the PPSA does not rectify the default within a Cure Period ("Cure Period") of 30(thirty) days, the PPSA shall be deemed to be in default of this Contract (a "PPSA Default"):

- a) The PPSA is in material breach of its obligations and / or Scope of Services as laid down in this Contract.
- b) The PPSA fail to commence the services within the maximum permissible time from the date of signing of contract.
- c) The PPSA abandons or manifests intention to abandon the maintenance of the Project without the prior written consent of the Authority.
- d) The PPSA is adjudged bankrupt or insolvent.
- e) The PPSA has been or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect.
- f) any representation or warranty of the PPSA herein contained which is as of the date hereof, found to be materially false or the PPSA is at any time hereafter found to be in breach thereof.
- g) The PPSA has failed to fulfil any obligation for which failure termination has been specified in this Contract.
- h) The PPSA repudiate this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by the Contract.
- i) if the PPSA, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- j) if, as the result of Force Majeure, the PPSA is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- k) if the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- l) if the PPSA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7.17 hereof.

7.16.2 Termination Notice:

Upon occurrence of an PPSA Default, Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the PPSA; provided that before issuing the Termination Notice, the terminating party shall by a notice, inform the defaulting party of its intention to issue the Termination Notice and grant 15 (fifteen) days to the defaulting party to make a representation and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

7.16.3 Termination Payment:

- a) Upon Termination on account of a PPSA Default during the contract term, the Authority shall be entitled to terminate this Contract and forfeit the Performance Security of the PPSA. In such event, the PPSA shall only be entitled to unpaid fee per patient on a proportionate basis for the Services rendered in accordance with the term hereof prior to Termination Date after deducting any outstanding amount due and payable by the PPSA to the Authority under the provisions of this Contract. The Authority shall not make any other payment.
- b) Upon Termination on account of Authority Default, the Authority shall return the Performance Security to the PPSA and shall pay the unpaid and due Test Fee on a proportionate basis for the Services rendered in accordance with term thereof prior to Termination Date after deducting any outstanding amount due and payable by the PPSA to the Authority under the provisions of the Contract.

7.17 Dispute Resolution:

7.17.1 Amicable Settlement:

- a) The Parties agree that early resolution of disputes is crucial for a smooth execution of the Contract. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- b) Any dispute between the Parties as to matters arising under or out of or in relation to this Contract (including its interpretation) between the Parties that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Clause below.

7.17.2 Disputes shall be settled by arbitration in accordance with the following provisions:

- a) Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, which could not be settled amicably, shall be settled by arbitration in accordance with the Arbitration Act.
- b) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator appointed mutually by Parties in accordance with the Arbitration Act.
- c) Arbitration shall be conducted subject to and in accordance with Arbitration Act.
- d) The language of the arbitration shall be English.
- e) The place of Arbitration shall be at Bhubaneswar.
- f) The arbitrator shall make a reasoned award (the "Award"). Any Award made in any arbitration shall be final and binding on the Parties as from the date it is made, and the PPSA and the Authority agree and undertake to carry out such Award without delay.

- g) The PPSA and the Authority agree that an Award may be enforced against the PPSA and/or the Authority, as the case may be, and their respective assets wherever situated.
- h) This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

7.18 Indemnity:

The PPSA expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses, liabilities, costs, damages and claims arising from the PPSA's failure to comply with its obligations under this contract including but not limited to any compliance with applicable laws, applicable permits, conditions imposed by the insurance policies affected in accordance herewith.

7.19 Notices:

Any notice direction or communication (including the placing or acceptance of an Order) given hereunder by one party to the other:

- a) If sent by post to the last known place of business of the other party, shall be deemed to have been served on the date when in the ordinary course of post it would have been delivered to the other party; and
- b) If sent by email, shall be deemed to have been served at the time and date when the email message is delivered to the email box of the intended recipient, as evidenced by an advice of delivery message automatically returned to the sender by the relevant system and network used for the transmission of such message.

7.20 Right to Accept and Reject any Proposal

The Tender Inviting 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 thereof.

7.21 Relation between the parties

In case of award of contract, the contract shall not be deemed to create any employer-employee relationship between the Authority and the PPSA or its Personnel. The PPSA, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. None of the Parties shall be entitled to, by act, word, or deed or otherwise, make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that it is representing or acting as an agent of the other Party.

7.22 Intellectual Property Rights

Any and all patents, registered designs, unregistered designs, copyright or other intellectual property rights whether or not similar to any of the foregoing in or resulting from any work carried out by the PPSA under or in pursuance of this Contract shall belong exclusively to the PPSA.

SECTION - 8

RFP FORMATS

PATIENT PROVIDER SUPPORT AGENCY (PPSA)

TECHNICAL PROPOSAL

Check List (Technical Proposal)

Please check whether following have been enclosed in the respective cover namely, Technical Proposal: ***(please arrange the documents serially in the following order & do the page numbering of the entire bid document and mention the page no. in the column “page No” against the particulars in the check list as mentioned below for ease of scrutiny)***

Sl.	Particulars	Whether Submitted (Yes/N0)	Page No.
1	EMD (DD of Rs. 1,00,000/- for each district quoted)		
2	Bid document Cost (DD of Rs. 1,500/-)		
3	Form T1 (Technical Bid Submission Form)		
4	Form T2 (Profile of the Agency)		
5	Photocopy of the company/Agency Registration certificate		
6	Photocopy of the GST registration certificate		
7	Photocopy of the EPF registration certificate		
8	Photocopy of the ESI registration certificate		
9	Photocopy of the ECR of EPF and Challans of ESI for the month of <u>May</u> 2024 towards EPF / ESI payment of the personnel deployed by the agency.		
10	Photocopy of the Labour Registration Certificate		
11	Copy of PAN		
12	Photocopy of ISO 9001 certification (Optional)		
13	Form T3		
14	Form T4		
14	Photocopies of the audited P/L account of each year highlighting the turnover in support of that		
15	Form T5 A		
16	Form T5B		
17	Copies of Work Order/Contract certificates from the clients in support of Patient Provider Support Agency executed in support of the information provided in Form T5A, T5B		
18	Form T6		
19	Form T7		
20	Form T8		
21	Form T9		
22	Any other documents		

FORM – T1

(to be furnished in the technical proposal)

TECHNICAL PROPOSAL SUBMISSION FORM

(On the letterhead of the agency)

To
The Director of Public Health
Directorate of Public Health, Odisha

Re.: RFP Reference no. _____ dated _____

Dear Sir/Madam,

We, the undersigned, offer to provide the Patient Provider Support Agency Services at District (s). We are hereby submitting our Proposal, which includes this Technical Proposal and a Commercial Proposal sealed under a separate envelope.

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

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

Our proposal shall be binding upon us for a period of 180 days from the date of bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our bid. If we are assigned the work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this tender document.

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

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: _____

Name of Agency: _____

Address: _____

(Organization Seal)

FORM – T2*(to be furnished in the technical proposal)***PROFILE OF THE AGENCY**

Name of the Agency	
Status of the Agency (Whether registered under Company / Firm /NGO/ Society / Trust/LLP)	
Registered Office Address	
Branch Offices in Odisha with location details if the registered office is not in Odisha	
Address for Official Communication	
Name of the Chief Executive / Managing Director and authorized signatory	
Telephone Nos.: Landline Mobile	
Fax	
Email Id (Official email ID for correspondence if any)	
Date of Establishment	(Furnish copy of the Registration Certificate of the Agency)
GST Registration No.	(Furnish copy of the GST Registration of the Agency)
EPF Registration No.	(Furnish copy of the EPF registration certificate of the Agency)
ESI Registration No.	(Furnish copy of the ESI registration certificate of the Agency)
Income Tax No. (PAN)	(Furnish copy of the PAN)
Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD / Payment for services 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:

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

Name and Title of Signatory: _____

(Organization Seal)

FORM T3

(to be furnished in the technical proposal)

DETAILS OF THE DISTRICTS FOR WHICH THE PROPOSAL IS SUBMITTED & EMD SUBMITTED

Sl.	Name of the district (no. of districts) applied for	EMD (s) submitted	
		Demand Draft No. & Bank	Amount of DD

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

Name and Title of Signatory: _____

(Organization Seal)

FORM T4*(to be furnished in the technical proposal)***ANNUAL AVERAGE TURNOVER STATEMENT***(To be given in the letter head of the Chartered Accountant)*

The Annual Turnover of M/s _____ for the last 3 financial years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover in Rs.
1	2020-21	
2	2021-22	
3	2022-23	
Average Annual Turnover in Rs.		

*Provisional audited statement shall not be considered.

Date:

Signature of Chartered Accountant

Place:

(Name in Capital)

Seal

Membership No.**UDIN:****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 T5 A*(to be furnished in the technical proposal)***PAST EXPERIENCE IN SIMILAR PROJECTS EXECUTED****(Attach separate sheets if the space provided is not sufficient)****SUMMARY SHEET**

Sl.	*Name /address of the Organization for which similar assignments were undertaken	Financial Year	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Page no (s) in your bid where the copies of the relevant work order / contract is (are) placed
1						
2						
3						
4						
5						
..						

*Please furnish the details of the projects executed (**project wise serially**) as mentioned above in a separate **Format T5 A**.

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

Name and Title of Signatory: _____

(Organization Seal)

FORM T5 B*(to be furnished in the technical proposal)***PAST EXPERIENCE IN SIMILAR PROJECTS EXECUTED**
(PROJECT WISE SHEET)

(The following information should be provided in the format below **for each Eligible Project (separate Form T5 A for each Project)** for which your firm was legally contracted by the Client stated as a single entity. Bidders are advised to provide the information for only those assignments for the eligible projects executed.

I	Name of the Client	
II	Assignment Name	
III	Name, fax, email of the Client Representative:	
IV	Time when the assignment was carried out: Date of Commencement: Date of Completion:	
V	Location of the Event	
VI	Contract Value	
VII	Narrative Description of the Scope of work of the assignment	
VIII	Description of Actual Services provided by your organization.	
VIII	Status of the assignment	
IX	Whether performance certificate from the client furnished (Yes / No)	

Please attach **Work order / Contract copies** of the works executed in support of the information mentioned above **along with the performance certificate** of the client with **each form T5 A** furnished

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

Name and Title of Signatory: _____

(Organization Seal)

FORM T6

(to be furnished in the technical proposal)

Approach, Methodology & Work Plan

A) Technical Approach and Methodology

[Please explain your understanding of the objectives of the assignment as outlined in the Scope of Work (SOW), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the SOW in here.]

B) Work Plan (Project Management Plan)

[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the SOW and ability to translate them into a feasible working plan. The work plan section should show the methodology graphically in Microsoft project or by means of a Gantt chart or other recognized project management tool, showing the task area, the activities to be undertaken and the timing of deliverables keeping in mind the time frame mentioned in the Scope of Work.

The work plan should also describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff].

C) Creativity & Innovation

[Please outline your proposed creativity & innovation for this project for effective implementation of the same]

Authorized Signatory [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

(Company Seal)

Form T7
(to be furnished in the technical proposal)
Format for Power of Attorney for Signing of Proposal
(On a Stamp Paper of Rs.20/-)

Power of Attorney

Know all persons by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **Patient Provider Support Agency Services at District(s)** including signing and submission of all documents and providing information / responses to the District, representing us in all matters before District authority and generally dealing with District authority in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2024

For _____

(Name, Designation and Address)
Accepted

(Name, Title and Address of the Attorney)
Date: _____

Note:

- i. *To be executed by the Chief of the Agency.*
- ii. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- iii. *In case an authorized Director of the agency signs the proposal, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Form T8

(to be furnished in the technical proposal)

**Format for Affidavit certifying that Entity / Promoter(s) /Director(s)/Partners
of Entity are not blacklisted
(On a Stamp Paper of Rs.20/-)**

Affidavit

I, M/s _____ (the name of the agency with address of the registered office) hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other entity of GoO or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the Date of Signing of this proposal.

Also, we confirm that, any of our office bearers is not have been convicted/ case pending/ against them by any court of law in India or abroad for any civil/ criminal offences.

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated this Day of, 2024

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

Name and Title of Signatory: _____

(Organization Seal)

Form T9

(to be furnished in the technical proposal)

Anti Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for **Patient Provider Support Agency Services at _____ (Name of District(s))** at health institutions under this RFP Reference No. _____. We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti- competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this _____ Day of _____, 2024

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

Name and Title of Signatory: _____

(Organization Seal)

FORMATS

PATIENT PROVIDER SUPPORT AGENCY (PPSA)

FINANCIAL PROPOSAL

Separate Financial Proposal are to be made based on the no. of districts for which the bidders want to quote with mention of District name on each of the financial proposal envelop.

Check List (Financial Proposal)

(Please arrange the documents serially in the following order)

Please check whether the following Forms have been enclosed in the respective cover, namely **Cover B: Financial Proposal**

1. Form F1 Yes/No

2. Form F2 Yes/No

FORM F-1

(To be submitted with Financial Proposal)

To

The Director of Public Health
Directorate of Public Health, Odisha

Re.: RFP Reference no. _____ dated _____

Sub: **Request for Proposal for Patient Provider Support Agency Services at _____**
(name of the district)

Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the contract, I/We hereby propose to offer the services as described in the RFP document in conformity with the conditions of contract, technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the RFP document without any change, reservations, and conditions.
3. If our proposal is accepted, we undertake to deposit the performance security deposit at the time of execution of the formal agreement
4. I/We agree to abide by this proposal/bid for a period of 180 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the District Authority.
6. We submit the Schedule of Prices as appended herewith.

Encl: Schedule of Prices (Form F2)

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

FORM F-2*(To be submitted with Financial Proposal)***PRICE SCHEDULE****(Bidders have to furnish separate Price Formats in separate envelop(s) based on the district(s) they want to participate)**

Name of the District _____

Particulars	*Price per Patient (in Rs.) (exclusive of GST)	GST (%) if any applicable on & above the cost mentioned at (a)
	(a)	(b)
Price per privately notified TB patient who successfully completes treatment, which includes the management of the complete scope of work defined in section -3 in the RFP	(Up to two decimal places only)	

*The price per patient quoted should include all cost towards TB patient notified who successfully completes treatment in the district (applied for) and providing entire spectrum of services which include (but not limited to) private sector engagement and sensitization sessions, mapping and empanelment, CME etc., management, diagnostic linkages, drug linkages, HIV testing linkages, DST linkages, facilitating notification, facilitating for provider incentives and patient support services during the full treatment cycle of each patient, contact investigation and TB preventive treatment (till the end of treatment). The rates quoted by the bidder shall be inclusive of charges of managing supply chain of drugs / FDC and consumables to all the empaneled private healthcare providers, chemists and Labs, sample collection and transportation costs, IT equipment and set-up for data management and reporting of programme outcomes at each stage of treatment on NIKSHAY, Transport, Insurance, printing and supply of materials (including reports, IEC etc.), salaries of the manpower deployed, training and capacity building of existing manpower and any other expenses as required for the conduct of the services proposed in the SOW of the RFP, service charges and all applicable taxes, duties and levies **excluding Goods & Services Tax (GST)**.

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

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

SECTION – 9

Annexure - 1

AGREEMENT

(*On a Stamp Paper of Rs.100/-)

Reference:

(i) RFP Reference No _____ dated _____ and subsequent Amendment / Pre-bid clarification issued by the Tender Inviting Authority

(ii) Service provider's bid submitted dated _____

1. An agreement made on the _____ day of _____ 2024 BETWEEN..... (Hereinafter called "the approved service provider", which expression shall, where the context so admits, be deemed to include his heirs successors executors and administrators) of the **one part** AND the CDM & PHO, _____(name of the District) (hereinafter called "the District Authority" which expression shall, where the context so admits be deemed to include his/her successors in office and assigns) of the **other part**.

2. Whereas the approved service provider has agreed with the District Authority to manage the **Patient Provider Support Agency (PPSA)** in the district in the manner set forth in the terms of the **Request for Proposal (RFP) reference no.** _____ And whereas the approved service provider has deposited a sum of Rs..... (Rupees.....) only in the form of..... as Performance Security of the project.

3. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

(a) The following documents shall be deemed to form part of and be read and constructed as Integral part of this Agreement, viz.:

- i) Terms & conditions of the RFP reference no. cited above
- ii) Scope of Work of the RFP reference no. cited above.
- iii) Amendment / Clarification to Pre-bid queries of the RFP reference no. cited above

(b) The approved service provider shall be paid at the rate as offered by them in the financial proposal towards cost per patient for Services as mentioned below:

i) **Price per privately notified TB patient who successfully completes treatment** (exclusive of GST) : Rs. _____

ii) **GST (%)**: _____

(c) In consideration of the payment to be made by the District Authority as above, the

approved service provider will duly implement the project in the manner set forth in the terms of the RFP.

(d) The terms & conditions and scope of work of the RFP appended to this agreement will be deemed to be taken as integral part of this agreement and are binding on the parties executing this agreement.

(e) Following documents / letters /correspondence undertaken between the parties shall also form part of this agreement:

District Authority	Approved Service Provider
(a) Request for proposal and any amendment thereof.	a) Proposal Submitted in response to RFP
(b) Office Order subsequent to RFP	b) SOPs in respect to privately notified TB patient who successfully completes treatment

The following clauses of the RFP shall form the part of the agreement:

- 4. Commencement of services
- 5. Period of Engagement
- 6. Performance review
- 7. Payments & Penalty Provision
- 8. Modification to Contract
- 9. Termination /Suspension of Agreement
- 10. Settlement of Dispute
- 11. Jurisdiction of Court

In witness whereof the parties hereto have set their hands on theday of.....2024.

Signature of the Approved Service Provider

Signature of CDM & PHO

Date:

Date:

1. Witness

1. Witness

2. Witness

2. Witness

Annexure - 2

Proforma For Bank Guarantee For Performance Security

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

CDM & PHO, _____(District Name)

Dear Sir,

WHEREAS.....(Name of Proposer) hereinafter called "the Proposer", has been identified and selected for the district of(Mention the name of the district), and has undertaken, in pursuance of Contract dated ____2024 (hereinafter referred to as "the Contract") to implement the [Request for Proposal for selection of service providers for working as a Patient Provider Support Agency (PPSA)] for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Program (NTEP) program in district(s) in the state of Odisha.

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

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of, to the Procurement Entity under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Procurement Entity, under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Procurement Entity stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Procurement Entity any and all sums demanded by Procurement Entity under the said demand notice, subject to the maximum limits specified in **Clause 1** above. A notice from Procurement Entity to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr. _____(Mention the official address of the Proposer)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **18 months** from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

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

Dated this the Day of 2024

Witness

(Signature)

(Signature) (Name)

(Name) Bank Rubber Stamp

(Official Address)

Designation with Bank