



ZILLA SWASTHYA SAMITY, NUAPADA

DISTRICT PROGRAMME MANAGEMENT UNIT, NHM

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No: 1370 DPMU/NHM/ 2020

Date: 20/4/2020

Applications invited from credible NGOs / Trusts for Management of different projects in partnership mode with ZSS, Nuapada.

ZSS, Nuapada invites applications from credible registered NGOs/ Trusts for management of different projects located in remote & inaccessible areas in partnership mode.

Name of the Project	Name of the block	Location of the MAA GRUHA	Total Nos.
Maa Gruha	Nuapada	Nuapada	1
	Khariar	Khariar	1

Name of the Project	Name of the block	Location of the AROGYA PLUS	Total Nos.
Mobile Health Unit (Arogya Plus)	Komna	Sunabeda	1
	Sinapali	Nangalbod	1

Name of the Project	Name of the block	Location of the PROJECT	Total Nos.
Vulnerable Community Programme	Komna	Sunabeda & Soseng GP	1

The registered NGOs/ Trusts should have good track record and proven field experience in Health & Family Welfare programmes or any Social Development programme. Presence of the NGO/ Trust in the project district is mandatory.

Interested NGOs/ Trusts fulfilling eligible criteria mentioned in the ToR are required to apply in prescribed application format along with all relevant signed documents through speed post/ registered post only to the CDM & PHO-cum-District Mission Director, Nuapada as per the ToR and operational guideline available in the district website www.nuapada.nic.in. The complete application should reach the above address latest by 5.00 PM on dt. 15/05/2020. Incomplete application or applications received in an open envelop or applications of blacklisted NGOs/ Trusts will be summarily rejected. All the pages of application and document should have been properly paging and be signed by the Chief Functionary of the organization. Failing which, the application shall be rejected. The authority reserves the right for cancellation of the application and modification of the guidelines of selection without assigning any reason there to. No personal enquiry shall be entertained.


CDM & PHO cum DMD
Nuapada



OFFICE OF THE CDM & PHO, NUAPADA

REQUEST FOR PROPOSAL

Implementation of Vulnerable Community Programme in partnership mode.

Bid Ref. Number : 1378 (3) / DPMU/NHM/2020 Dated : 20 /04/2020

DISCLAIMER

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

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SECTION -1: NOTICE INVITING PROPOSAL

Detailed proposals are invited from eligible entities to select the agency for the “**Operation of Vulnerable Community Programme** ” in Partnership mode out of CSR fund supported by MCL.

Important timelines

Sl. No.	Activity	Timeline
1	Date of advt. publication.	20/04/ 2020 (The detailed RFP document downloadable from Website: www.nuapada.nic.in)
2	Last date for submission of the Proposal	Date: 15/05/2020, Time: 05.00 PM
3	Address for submission of the Proposal	O/o – CDM & PHO cum DMD ,Nuapada At/Po/Dist – Nuapada
4	Mode of submission of proposal	Proposals should be submitted through Speed post/Registered post/Courier only. No other form of submission will be accepted. Proposal (s) submitted after the due date & time will not be accepted.
5	Location of the Vulnerable Community Programme Project	1. Sunabeda & Soseng GP of Komna Block
6	Date, time & venue of opening of the proposal	16/05/2020 at 10 A.M Office of the CDM & PHO, Nuapada

SECTION – 2: INSTRUCTIONS TO THE BIDDERS

2.1. Scope of Proposal

Interested bidders fulfilling the eligibility criteria **may apply by submitting their bid for the project listed in Section 1: Notice inviting proposal.** The following points are to be ensured while applying for the project.

- (a) Detailed description of the objectives, scope of services, deliverables and other requirements relating to “Operation of Vulnerable Community Programme ” are specified in this RFP. The manner in which the Proposal is required to be submitted, accepted and evaluated is also explained in this RFP.
- (b) Proposals must be submitted through **Speed post/Registered post/Courier only** within the due date and time mentioned in this RFP. **Application submitted in any other form and received after the due date and time will not be accepted.**
- (c) The selection of the Agency shall be on the basis of an evaluation by the Desk Appraisal Committee and District NGO Committee, Nuapada through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the CDM&PHO-cum-District Mission Director, Nuapada’s decision is without any right of appeal whatsoever.
- (d) The bidder shall submit its Proposal in the form and manner as specified in this RFP. **There shall not be any Financial Proposal to be submitted in the tender, as this is a fixed cost based project.** The cost of project is **Rs. 5, 00,000/-** per project per annum (fixed cost) as per provision made from CSR Fund of MCL. The cost may be modified based on further approval by appropriate authority time to time. The continuation of the project is also subject to the approval of the activity under MCL or any other fund.
- (e) Upon selection, the agency shall be required to enter into an Agreement with CDM&PHO-cum-District Mission Director, Nuapada. The implementation of the “Operation of Vulnerable Community Programme” will be guided by the terms and conditions of the agreement.

2.2. Eligibility Criteria for the Agency

The entities fulfilling the following criteria are eligible to apply:

1. It must be registered under Society Registration Act/Indian Trust Act/Company Act.
 - (a) If registered under Society Registration Act, It must have the provision of health services, health care, primary healthcare, and any other health related services in its memorandum of association.
 - (b) If it is a Trust, it must have been formed to provide health services, health care, primary health care or any other health related services.
 - (c) In case of company, it must be in Section 8 of Companies under the companies Act 2013 (erstwhile Sector 25 Companies under Companies Act 1956) with provision of healthcare as one of the businesses in the memorandum of association.
2. One person Companies are not eligible to apply.
3. To be eligible to apply, the entity must be in existence for at least 5 years as on 1st April, 2020. Organizations having less than 5 years of registration are not eligible to apply.
4. The entities must have minimum 5 years of proven field level experience in Health & Family Welfare Programmes or any Social Development Sectors as on on 1st April, 2020.
5. **The Agency must have functional office setup & operational of projects in the Nuapada district for last three years .**
6. The entity if registered in Society Registration Act, must have an Unique ID no. through the portal NGO-DARPAN of NITI Aayog.
7. The entities should have an annual turnover of at least Rs 20 lakhs per each year in the last three financial year i.e 2016-17, 2017-18 & 2018-19.
8. The entity must enclose documents of having minimum of Rs. 8 lakhs as fixed assets in the name of the entity in terms of Land, building and other fixed assets as per audit report of last FY 2018-19.
9. Entity should have been registered under 12-A of Income Tax exemption.
10. The entity must not never have been "blacklisted"/ "debarred" from participating in any tendering process by any State Govt./Central Govt.Institutions. An affidavit to this effect is to be submitted.
11. The entity or any of its office bearers must not have been convicted/case pending against them by any court of law in India or abroad for any civil/criminal offences. An affidavit to this effect is to be submitted.
12. If based on any adverse report against the organization from the District/any Govt. Departments, the partnership of the organization has been discontinued or due to poor performance in implementation of any PPP projects under NHM is identified by the external evaluating agency, then the organization shall not be eligible to apply for the same district. In case the services of the organization have been discontinued on the basis of the conduct of any financial irregularities, it will not be allowed to apply in any of the district under any scheme.
13. The entities must submit an undertaking for the willingness to sign the service level agreement towards the implementation of the project.

2.3. Submission and Signing of Proposal

The proposal shall be submitted in the following ways:

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

2.4. Packing, Sealing and Marking of Proposal

The proposal and attached documents must be inserted in a single envelope, along with applicant's name and address in the left hand corner of the envelope and super scribed as **Proposal for "Operation of Vulnerable Community Programme in Sunabeda & Soseng GP of Komna Block.**

The application envelopes shall be addressed to the CDM & PHO-cum-District Mission Director, Nuapada as per the detailed address mentioned at the Section -1: Invitation of proposal. If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM & PHO, Nuapada will assume no responsibility for the proposal's misplacement or premature opening. Telex, cable or facsimile proposals will be rejected.

2.5. Content of the Proposal

The entity fulfilling the eligibility criteria may submit the relevant information/documents as mentioned in the RFP along with a covering letter on its letter head indicating their interest to apply for the project.

2.6. Earnest Money Deposit (EMD)

EMD of Rs. 10, 000/- per each Project applied for in the shape of a Demand Draft or Banker's Cheque in favour of **ZSS CSR Programme, Nuapada** is to be submitted along with the bid. Details of the Demand Draft or Banker's Cheque (DD/BC No., date, name of the Bank) should be mentioned in the bid.

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

2.7. Sequence of Proposal submission:

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

Sl.No	Sequence of the Document to be submitted
1	EMD of Rs. 10,000/- in the mode of DD/BC.
2	Covering letter for the project by the Entity in its letter head (Document. 1)- To be submitted in Form - T1 .
3	Profile of the Agency (Name, Address, Registration etc.) –(Document. 2)- To be submitted as per Form T2 .
4	Copy of the Registration Certificate or equivalent certificate (Document. 3)
5	Copy of the Memorandum of Association or equivalent document (Document. 4)
6	Copy of Unique ID No. through the portal NGO-DARPAN of NITI Aayog (Document. 5).
7	Copy of the 12A Certificate (Document-6)
8	Copy of the 80G (Document-7)
9	Annual Financial Statements with audit report attached for the last 3 years 2016-17, 2017-18, 2018-19 duly audited by a qualified CA (Document. 8). To be submitted in Form-T3
10	Annual Reports of the entity for the last three years i.e. 2016-17, 2017-18, 2018-19. In case run by the PSUs, annual reports of the PSUs. (Document. 9).
11	Fixed Asset Statement of last Financial Year duly audited by a qualified CA. (Document. 10). To be submitted in Form-T4
12	Work experience of the Agency (Document. 11). To be submitted in Form-T5
13	Proof regarding functional office setup & operational of projects in the Nuapada district for last three years(Document 12)
14	MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Govt. Funding (Document. 13)
15	MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Private Funding (Document. 14)
16	MoU/Agreement documents pertaining to work experience in implementing Health Project out of any Funding support (Document. 15).
17	Names of the Office Bearers along with their addresses (in case of Trusts and Registered Societies) / Names of the key personnel along with their addresses for Other Organizations (Document- 16)
18	Name of the Staffs & qualification in the payroll, other than Funding Project Staff (Ayush MO, ANM/Staff Nurse, Pharmacist and other Managerial and Accounts Staff). (Document-17)
19	An undertaking that the Office Bearer of the Agency has not been convicted/case pending by any court of law in India or abroad for any criminal offence. (Document-18). To be submitted Form – T6 .
20	A certificate that the bidder has never been "blacklisted"/ debarred from participating in any tendering process by any State Government/Central Government institutions. (Document- 19) To be submitted in Form – T7 .
21	An undertaking that the Agency is willing to sign the service level agreement/MoU. (Document 20). To be submitted in Form – T8 .

Sl.No	Sequence of the Document to be submitted
22	Copy of PAN card of the Agency (Document: 21)
23	Copy of Bank Pass Book of the Agency (Document: 22)
24	Copy of the document relating to the presence of Agency in the State of Odisha either land & building record issued in the name of Agency/lease agreement in affidavit mode (Document: 23)
25	Copy of the award certificate (National/State/Dist level) received from any Govt./Govt. Institutions only (Document: 24)
26	Copy of the resolution of the competent authority in the Organization authorizing the signatory to respond to this invitation (Document 25).

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

2.8. Financial Bid:

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

2.9. Number of Proposals

Interested bidders fulfilling the eligibility criteria may submit their proposal **separately** for all projects.

2.10. Cost of Proposal

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

2.11. Acknowledgement by the bidder

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

2.12. Language

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

2.13. Proposal Due Date

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

2.14. RFP Opening and Process of Selection

- (a) The concerned district authority in their respective Districts will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned in the Section Notice inviting proposal.
- (b) The bidder/their authorized representatives who will be present shall sign a register recording their attendance.
- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.
- (d) The Desk Appraisal Committee at the District level will conduct the screening process of the valid proposals received within the due date and having EMD attached. The Committee will verify whether all the required documents as per the advertisement have been submitted along with each proposal. If at all, any deficiency in document submission is found out in any of the proposal, the same will be informed to the Agencies through inviting objection.
- (e) After conducting further process, the qualifying checklist of the desk appraisal process along with the reasons of rejection, if any, will be hosted in the respective District Website inviting objection by giving 7 days notice.
- (f) After 7 days of objection invitation, the Desk Appraisal Committee will finally call the eligible Agencies to the office of CDM&PHO of the respective District for necessary verification of their original documents vis-à-vis documents submitted with their application/bid.
- (g) After verification of the original documents, the Desk Appraisal Committee will award score in the prescribed score sheet. No field appraisal process will be conducted for selection.
- (h) The merit list of the Agencies will be prepared those have secured minimum 50% score in the score sheet in order to be eligible for merit.

(i)

- (j) The process will be approved in the District NGO Committee meeting Chaired by the Collector & DM and the Agency in the top of the merit list shall be recommended to the State.
- (k) The final selection result on the recommendation of the District will be notified after due approval of the State NGO Committee.

2.15. Conditions of Selection:

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

2.16. Post Selection Procedure:

- 2.16.1. After approval of the competent authority i.e. by the District NGO Committee the selected agency will be informed in writing of its selection for the project. This will be the letter of award which shall be issued by the CDM&PHO to the selected agency.
- 2.16.2. The name of Agencies finally selected/approved for operation of Vulnerable Community Programme project in the district will be hosted in the district website .
- 2.16.3. Within 15 days of the issue of the letter of award, the selected agency will be required to inform the concerned Chief District Medical & Public Health Officer cum District Mission Director in writing of its acceptance of the award, failing which, the award will be offered to the 2nd rank bidder in the merit for the Project.
- 2.16.4. On completion of these formalities, the District authority will inform the selected agency regarding date of signing of the agreement.

SECTION 3

TOR FOR OPERATION OF VULNERABLE COMMUNITY PROGRAMME

3.1. Background

Vulnerable communities residing in remote & inaccessible pockets are underserved due to problems of geographical access, and those who suffer social and economic disadvantages such as Scheduled Castes/Scheduled Tribes (SCs/STs) and the urban poor. The RCH indicators for vulnerable population are worse than the District/ State average. Marginalization results in poorer social indicators for these groups, including maternal and child health indicators. This can be as much a result of service provider behaviour as of health seeking behaviour and capabilities. NHM has taken initiatives to address the Health/RCH issues of those area with focus attention on strengthen capacity, effectiveness and participation of civil society, with specific recommendations of District health authority and other stakeholders. This concept of RCH is to provide to the beneficiaries need based, client cantered, demand driven, high quality and integrated RCH services. The overall strategy of NRHM, Govt. of Odisha is to strive for obtaining RCH arrangements for the whole population and to promote and make available contraceptive/ terminal methods for desirous couples.

3.2. Project coverage:

The project is basically designed for vulnerable communities living in unserved and underserved areas having poor RCH indicators. The project covers the targeted population of 5 – 10 thousands. The project area will be identified by the NGO in consultation with the concerned MO I/C and Programme Officers at Block level.

3.3. Salient Features

- **Area Specific interventions** –The area specific need based RCH services to improve the health indicators.
- **Participatory local level micro plan** – Specific plan to be developed by the target stakeholders.
- **Participation beyond NGO** – The projects meant for deprived communities such as fisherman community, migration population, ST/SC community etc. The overall project plan and proposed activities to be made by the NGOs' along with PRI members, SHG and local community members by accessing heath conditions of residents in their respective areas.

3.4. Activity under the project.

The focus is given on four key technical components and community mobilization initiatives like;

- Maternal Health -ANC, PNC, Promotion of institutional delivery, referral transportation during the emergency, VHND etc.
- Child Health – Immunisation, Nutritional Aspect, School health
- Family Planning – promotion of temporary and permanent FP methods)
- Adolescent & Sexual Reproductive Health - life skill education), hygiene and health practices
- Communalization process - strengthening of ASHA & GKS
- ICC/BCC – Local specific communication activities.

SECTION-4: TERMS & CONDITIONS.

- 4.1. The Selected Agency will have to open a separate saving bank account for this grant-in –aid in any Nationalized bank. The account will be opened in the name of the project, which shall be operated jointly by at least two office bearers authorized for the purpose by the management committee of the Agency.
- 4.2. The selected Agency has to submit the monthly/quarterly progress report on the programme to Block Public Health Officer, CDM&PHO at district level in HMIS Format.
- 4.3. The amount of grant should be utilized only for the purpose for which it is sanctioned and the unspent balance of the grants shall be refunded after the close of the financial year.
- 4.4. The Agency will submit quarterly statement of expenditure and progress report to the district with a copy to NHM. At the end of the project year, the Agency shall furnish annual report of the project along with the audited reports.
- 4.5. **Period of Partnership**
The duration of the project will be initially for one year. However, the project may be extended subject to the fund provision under CSR fund of MCL and satisfactory performance of the Agency in operation of Vulnerable Community Programme Project.
- 4.6. **Award of Contract and Agreement**
On evaluation of proposals and decision thereon, the selected agency shall have to execute an agreement with the Zilla Swasthya Samiti within 15 days from the date of acceptance of their bid is communicated to them. This Request for Proposal along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit performance security deposit as per norm.
- 4.7. **Commencement of Service**
The selected agency shall commence the service within **15 days** from the date of signing of the Agreement. If the agency fails to commence the service as specified herein, the district authority may, unless it consents to the extension of time thereof may cancel the agreement and forfeit the Performance Security.
- 4.8. **Performance Security:**
The selected agency on acceptance must provide the Dist Authority a **Bank Guarantee for Rs.30, 000/- (Rupees Thirty Thousand only) per project** in the name of concern Zilla Swasthya Samiti, Nuapada from a Nationalized Bank valid for a period of minimum one year as performance security of the project which will have to be extended for a further period based on the period of extension.
- 4.9. **Payment:**
 - Grant-in-Aid for the project shall be released to the Agency on the basis of budget provision made in the State Budget.
 - The disbursement/release of funds by ZSS to the Agency would be in three installments i.e. 30%, 35% and 35% in advance of total project cost.

- The 1st installment i.e. 30% will be released after signing of the MoU and submission of the performance security. The 2nd installment, i.e. 35% will be released on 4th month after receipt of the utilization certificate for 75% of 1st installment. The 3rd installment i.e 35% will be released after receipt of the utilization certificate for 75% of 2nd installment on 9th month of annual project period.
- The DPMU will make assessment of the project in every six months of operation and annual assessment of the project using the standardized checklist. Further, evaluation of the project will be conducted by an Independent External Agencies after three year's of completion of project period.
- Performance Incentive to staff of Vulnerable Community Programme shall be released on annual basis. It will be in proportionate to the performance of the Agency as per their annual performance assessment conducted by the District based on the norms prescribed as mentioned below:
 - If the Project scores from 70 % to 74%, the performance is to be considered as Good. In this case each staff will get 15% PI on their base remuneration.
 - If the Project scores from 75% to 79%, the performance is to be considered Very Good, each staff will get 20% PI on their base remuneration.
 - If the Project scores 80% & above, the performance is to be considered outstanding, In this instance, each staff will get 25% PI on their base salary.
- The annual budget of the project may be revised time to time on the basis of approval by the appropriate authority.

4.10. Performance Monitoring and Standard of Services

- The performance of the Agency will be monitored largely on the basis of output based indicators specified in the key deliverables at 6.3. These indicators and performance standards can be suitably expanded and/ or modified in the interest of better service delivery to the general public.
- The indicators of health service delivery expected from the Agency are of the minimum standard. The Agency would be encouraged to serve as a role model and to provide services at a much higher standard.
- State shall use other mechanisms such as Management Information System (MIS), and external monitoring process to assess performance on key indicators.
- DPMU, NHM will monitor and evaluate the programme. DPMU, NHM will review the work done by the Vulnerable Community Programme, suggest suitable improvement and mid-course correction and address the difficulties faced by the Agency in running the project.
- Concurrent monitoring shall be conducted by DPMU, NHM representatives on quarterly basis and as when required and submit the report to appropriate authority.
- Fixed day review meeting of all PPP projects in every month/bi- monthly at District level.

4.11. ARBITRATION

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

Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

4.12. BREACH

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

4.13. PENALTY

If the agency fails to provide services as stipulated in the Service Description at Section-6, the Government shall be entitled to fix penalty which would be deducted from the dues payable to the agency. However, in case there is no amount is due for payment to the agency, the penalty shall be recovered from them.

4.14. FORCE MAJEURE

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

4.15. TERMINATION

- Either party may terminate this agreement by giving not less than one months' notice in writing to the other. This notice shall include reasons as to why the agreement is proposed to be terminated.

- The Government may terminate the agreement, or terminate the provision of any part of the Services, by written notice to the Agency with immediate effect if the Agency is in default of any obligation under the agreement, where the default is capable of remedy but the Agency has not remedied the default to the satisfaction of the Government within 30 days of at least two written advice after service of written notice specifying the default Cine requiring it to be remedied; or
- the default is not capable of remedy; or
- the default is a fundamental breach of the agreement
- If the Government terminates the agreement and then makes other arrangements for the provision of the Services, it shall be entitled to recover from the Agency any loss that had to be incurred due to such sudden termination of agreement.
- Both the parties agree that no further payment would be made to the Agency, even if due till settlement of anticipated loss as a result of premature termination of the agreement.
- The Government reserves the right to terminate the agreement without assigning any reason if services of the Agency create serious adverse publicity in media and prima facie evidence emerges showing negligence of the Agency.
- At the time of termination, the Agency agrees to hand over all moveable and immovable assets to the authorized representative of the State Government on a mutually agreed date on "as is where is" basis.
- The Agency agrees that no asset will be moved out of the premises or destroyed other than consumables used during the normal course of operation of the facilities, at any time during the period from the effective date to the date of termination without the prior written approval of the State Government.
- The concessionaire agrees that the date of handing over in terms of clause 6.6 above will not be more than 15 calendar days from the date of termination.

4.16. INDEMNITY

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

4.17. Redressal of grievances

The grievance related to the "Operation of Vulnerable Community Programme" is to be redressed at the level of CDM&PHO or District NGO Committee of the District.

4.18. Jurisdiction of Court

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

4.19. Compliance with existing laws:

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

4.20. Right to Accept and Reject any Proposal

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

SECTION 5 – EVALUATION OF THE PROPOSALS.

7.1 Evaluation of Technical Proposals

In the first stage, the proposal will be scrutinized on the basis of agency's fulfillment of **eligibility criteria in the prescribed checklist at ANNEXURE-B**. Only those bidders who qualify as per the eligibility criteria, their bid will be considered for the next stage of evaluation and Award of Marks in the checklist given below. The bidder has to score **at least 50 or above** in order to be considered for the preparation of merit list for operation of the project.

SCORING SHEET FOR THE ASSESSMENT OF THE BIDDER

NAME OF THE AGENCY :

Name of the Project :

Name of the District applied for :

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

Sl. No.	Areas of assessment	Maximum marks	Marks obtained	Means of Verification
	c. Years of experience in implementing similar projects out of any Funding support. (1-3 years= 5 marks; > 3 to 5 years=7 marks; > 5 years =10 marks)	10		MoU/Agreement
	d. Working experience on social sector in the applied district. (on completion of minimum 3 yr of exp=5 marks, on completion of 5 yrs of exp=7.5 marks, on completion of 7 yrs of exp=10 marks)	10		MoU/Agreement
3	Financial strength: (20 marks)			
	a. Financial turn over (minimum 20 lakhs per each year in the last three FY i.e 2016-17, 2017-18 & 2018-19 as per audit report)(>20-30 lakhs =4 marks; > 30-40 lakhs=6 marks;>40-50 lakhs=8 marks; >50 lakhs=10 marks)	10		Annual Financial Statements of last 3 FY audited by a qualified CA /Audit report of last 3 FY.
	b. Fixed assets in the name of the Agency (minimum 8 lakhs assets) as per 2018-19 audit report. (>8-20 lakhs =4 marks; > 20-30 lakhs=6 marks;>30-40 lakhs=8 marks; >40 lakhs=10 marks)	10		Fixed Asset Statement of last FY duly audited by a qualified CA/ Audit report of last FY
4	Manpower strength: (05 marks)			
	Agency having staff in the payroll other than Funding Project Staff. - Minimum 1 Clinical Staff (MO AYUSH)=1 mark - Minimum 1 Para-Med staff (ANM/Pharm)=1 mark - Minimum 1 Accounts Staff = 1 mark - Minimum 1 Managerial Staff (Postgraduate)=2marks	05		Acquaintance & HR documents.
	Other Strength (Reward & Recognition): (05 marks)			
5	Agency received any National/State/District Level award by any Government /Government Institutions for significant contribution in social development Sector. (District Level=3 marks; State Level=4 marks; National level=5 marks.	05		Certificate received from any Govt./ Govt. Inst.
Total Marks		100		

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

Signature of the Committee members

Name	Designation	Signature

SECTION 6: RFP FORMATS AND SUBMISSION OF PROPOSALS.

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

Sl. No	Sequence of the Document to be submitted	Whether submitted (Y/N)	Page No.
1	EMD of Rs. 25,000/- in the mode of DD/BC.		
2	Covering letter for the project by the Entity in its letter head (Document. 1) - To be submitted in Form - T1 .		
3	Profile of the Agency (Name, Address, Registration etc.) – (Document. 2) - To be submitted as per Form T2 .		
4	Copy of the Registration Certificate or equivalent certificate (Document. 3)		
5	Copy of the Memorandum of Association or equivalent document (Document. 4)		
6	Copy of Unique ID No. through the portal NGO-DARPAN of NITI Aayog (Document. 5) .		
7	Copy of the 12A Certificate (Document-6)		
8	Copy of the 80G (Document-7)		
9	Annual Financial Statements with audit report attached for the last 3 years 2016-17, 2017-18, 2018-19 duly audited by a qualified CA (Document. 8) . To be submitted in Form-T3		
10	Annual Reports of the entity for the last three years i.e. 2016- 17, 2017-18, 2018-19. In case run by the PSUs, annual reports of the PSUs. (Document. 9) . Organizations not preparing annual reports should provide legitimate reasons for not preparing the same.		
11	Fixed Asset Statement of last Financial Year duly audited by a qualified CA. (Document. 10) . To be submitted in Form-T4		
12	Work experience of the Agency (Document. 11) . To be submitted in Form-T5		
13	MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Govt. Funding (Document. 12)		
14	MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Private Funding (Document. 13)		
15	MoU/Agreement documents pertaining to work experience in implementing similar projects out of any Funding support (Document. 14) .		
16	MoU/Agreement documents pertaining to work experience in implementing programme in Nuapada district for 3 years (Document. 15) .		

Sl. No	Sequence of the Document to be submitted	Whether submitted (Y/N)	Page No.
17	Names of the Office Bearers along with their addresses (in case of Trusts and Registered Societies) / Names of the key personnel along with their addresses for Other Organizations (Document- 16)		
18	Name of the Staffs & qualification in the payroll, other than Funding Project Staff (Ayush MO, ANM, Pharmacist and other Managerial and Accounts Staff). (Document-17)		
19	An undertaking that the Office Bearer of the Agency has not been convicted/case pending by any court of law in India or abroad for any criminal offence. (Document- 18) . To be submitted Form – T6 .		
20	A certificate that the bidder has never been "blacklisted"/debarred from participating in any tendering process by any State Government/Central Government institutions. (Document- 19) To be submitted in Form – T7 .		
21	An undertaking that the Agency is willing to sign the service level agreement/MoU. (Document 20) . To be submitted in Form – T8 .		
22	Copy of PAN card of the Agency (Document: 21)		
23	Copy of Bank Pass Book of the Agency (Document: 22)		
24	Copy of the document relating to the presence of Agency in the State of Odisha either land & building record issued in the name of Agency/lease agreement in affidavit mode (Document: 23)		
25	Copy of the award certificate (National/State/Dist level) received from any Govt./Govt. Institutions only (Document: 24)		
26	Copy of the resolution of the competent authority in the Organization authorizing the signatory to respond to this invitation (Document 25) .		

APPLICATION SCRUTINY FORMAT

NAME OF THE AGENCY :

Name of the Project :

Name of the District applied for :

Sl. No	Details of the submissions of key documents	Whether submitted (Yes/No)	Detail Remarks
Compulsory Documents			
1	Whether application is received on/by due date and by registered post/speed post/courier services?		
2	Whether all pages of proposal & documents are signed by Chief Functionary of the Agency?		
3	Whether the Agency has submitted EMD in the mode of valid Demand Draft /Banker Cheque with required amount ?		
4	Whether copy of the Registration Certificate of the Agency (under Society/Trust/ Companies Act) submitted ?		
5	Whether the organization completed 5 years of registration by 01.04.2020 ?		
6	Whether the NGO completed operational of projects in the Nuapada district for last three years ?		
7	Whether copy of the Unique ID under NITI Ayog NGO Darpan submitted ?		
8	Whether copy of the Memorandum of Association / By-Law of the Agency submitted ?		
9	Whether copy of the Contract/MoU documents pertaining to the Agency work experience to meet the eligibility criteria submitted ?.		
10	Whether Annual Financial Statements of the last 3 years duly audited by a qualified CA (As per Form-T3) submitted ?		
11	Whether the agency is having an annual turnover per each year in the last three financial year as per eligibility criteria ?		
12	Whether Fixed Asset Statement of last Financial Year duly audited by a qualified CA (As per Form-T4) submitted ?		
13	Whether the Agency is having the fixed assets in the form of infrastructure/land/building/asset as per eligibility criteria ?		
14	Whether copy of the 12A Registration certificate submitted?		
15	Whether copy of PAN Card submitted ?		
16	Whether copy of Bank Pass Book submitted ?		
17	Whether an undertaking in the form of Affidavit that the office bearer of the Agency has not been convicted by any court of law for any criminal offence (As per Form-T6) submitted ?		

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

N.B: The supporting documents/requirements from the Sl. No. 1 to 18 are compulsory, failing which the application of the Agency shall be rejected. In case non-submission of any optional documents from Sl. No. 19 to 24 shall not be liable for rejection.

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

Name & Signature of Committee members:

Name of the committee member	Designation	Full Signature

FORM – T1
(Covering Letter)

(To be furnished in the proposal)

PROPOSAL SUBMISSION FORM

(On the letterhead of the agency)

To

The Chief District Medical & Public Health Officer,
Nuapada

Re.: RFP Reference no. **1378 (3) / DPMU/NHM/2020 Dated : 20 /04/2020**

**Sub: Submission of the proposal for “Operation of Vulnerable Community Programme”,
.....(name of the Location)... Block under ZSS.**

Dear Sir,

We, the undersigned, offer to provide the services for the “Operation of Vulnerable Community Programme”(location) in.....(Block). We are hereby submitting our Proposal in a sealed envelope.

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

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

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

Yours sincerely,

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

Name and Title of Signatory:_____

Name of Agency:

Address: _____

(Seal of the entity)

FORM – T2

(To be furnished in the proposal)

PROFILE OF THE AGENCY

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

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

Name and Title of Signatory: _____

(Seal of the entity)

FORM -T3

ANNUAL AVERAGE TURN OVER STATEMENT

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

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

Sl.	Financial Year	Turnover in Lakhs (Rs.)
1	2016-17	
2	2017-18	
3	2018-19	
Average Annual Turnover of last three years (Rs. In lakhs)		

Date:

Signature of Chartered Accountant
(Name in Capital)

Place:

Seal

Membership No

Note

:

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

FORM -T4

FIXED ASSETS STATEMENT

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

The Annual Turnover of M/s _____

For the last financial year statement is given below and certified that the statement is true and correct.

Sl.	Financial Year (last FY)	Fixed Assets value in Lakhs (Rs.)
	2018-19	

Date:

Signature of Chartered Accountant
(Name in Capital)

Place:

Seal

Membership No

Note:

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

FORM -T5*(To be furnished in the proposal)***Details of the experience***(Attach separate sheets if the space provided is not sufficient)*

Name of the assignment	Name/address of the Organization with whom the contract signed	Date of commencement of Contract	Date of completion of Contract	Duration of the Contract	Value of the Assignment (in Rs.)	Key assignments accomplished as per the contract
<i>A. Experience in implementing projects in any Social Sector out of any Govt. Funding:</i>						
<i>B. Experience in implementing projects in any Social Sector out of any Private Funding:</i>						
<i>C. Experience in implementing similar projects out of any Funding support.</i>						
<i>D. Detailed of work experience in Nuapada district.</i>						

Note: Please furnish the relevant **MoU /Agreement /Contract documents** of the works executed in support of the information mentioned above.

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

Name and Title of Signatory: _____

(Seal of the entity)

FORM -T6

(To be furnished in the proposal)

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

Affidavit

I,..... (Sole Chief Functionary of the Agency), (the names and addresses of the registered Agency) do hereby solemnly affirm and sincerely state that;

- a) I or any other office bearer on behalf of the Agency has not been convicted by any court of law in India or abroad for any criminal offence.
- b) The Agency has not been blacklisted by any Government (State or Central) Department or Agency in India, which is in force during the currency of the contract.

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

Dated thisDay of, 2019

Name of the Applicant

.....

..... Signature of the
Authorized Person

.....

Name of the Authorized Person

(Seal of the entity)

FORM -T7

(To be furnished in the proposal)

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

Affidavit

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

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

Dated thisDay of, 2019

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

Name and Title of Signatory: _____

(Seal of the entity)

FORM T8

(To be furnished in the proposal)

Format for WILLINGNESS/CONSENT LETTER.

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

This is for favour of your information and necessary action.

Dated thisDay of, 2019.

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

Name and Title of Signatory: _____

(Seal of the entity)



OFFICE OF THE CDM & PHO, NUAPADA

REQUEST FOR PROPOSAL

Operation of Arogya Plus Project (Mobile Health Unit) in partnership mode.

Bid Ref. Number: 1378 (2) /DPMU/NHM/20 Dated: 20/04/2020

DISCLAIMER

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

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SECTION -1: NOTICE INVITING PROPOSAL

Detailed proposals are invited from eligible entities to select the agency for the “**Operation of Arogya Plus (Mobile Health Unit) Project**” in Partnership mode out of CSR fund supported by MCL.

Important timelines

Sl. No.	Activity	Timeline
1	Date of advt. publication.	20/04/ 2020 (The detailed RFP document downloadable from Website: www.nuapada.nic.in)
2	Last date for submission of the Proposal	Date: 15/05/2020, Time: 05.00 PM
3	Address for submission of the Proposal	O/o – CDM & PHO cum DMD ,Nuapada At/Po/Dist – Nuapada
4	Mode of submission of proposal	Proposals should be submitted through Speed post/Registered post/Courier only. No other form of submission will be accepted. Proposal (s) submitted after the due date & time will not be accepted.
5	Location of the Arogya Plus Project	1. Sunabeda of Komna Block 2. Bhaisadani of Sinapali Block
6	Date, time & venue of opening of the proposal	16/05/2020 at 10 A.M Office of the CDM & PHO, Nuapada

SECTION – 2: INSTRUCTIONS TO THE BIDDERS

2.1. Scope of Proposal

Interested bidders fulfilling the eligibility criteria **may apply by submitting their bid for the project listed in Section 1: Notice inviting proposal** . The following points are to be ensured while applying for the project.

- (a) Detailed description of the objectives, scope of services, deliverables and other requirements relating to “Operation of Arogya Plus Project (Mobile Health Unit)” are specified in this RFP. The manner in which the Proposal is required to be submitted, accepted and evaluated is also explained in this RFP.
- (b) Proposals must be submitted through **Speed post/Registered post/Courier only** within the due date and time mentioned in this RFP. **Application submitted in any other form and received after the due date and time will not be accepted.**
- (c) The selection of the Agency shall be on the basis of an evaluation by the Desk Appraisal Committee and District NGO Committee, Nuapada through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the CDM&PHO-cum-District Mission Director, Nuapada’s decision is without any right of appeal whatsoever.
- (d) The bidder shall submit its Proposal in the form and manner as specified in this RFP. **There shall not be any Financial Proposal to be submitted in the tender, as this is a fixed cost based project.** The cost of project is Rs. 17, 25,797/- per project per annum (fixed cost) as per provision made from CSR Fund of MCL. The cost may be modified based on further approval by appropriate authority time to time. The continuation of the project is also subject to the approval of the activity under MCL or any other fund.
- (e) Upon selection, the agency shall be required to enter into an Agreement with CDM&PHO-cum-District Mission Director, Nuapada. The implementation of the “Operation of Arogya Plus” will be guided by the terms and conditions of the agreement.

2.2. Eligibility Criteria for the Agency

The entities fulfilling the following criteria are eligible to apply:

1. It must be registered under Society Registration Act/Indian Trust Act/Company Act.
 - (a) If registered under Society Registration Act, It must have the provision of health services, health care, primary healthcare, and any other health related services in its memorandum of association.
 - (b) If it is a Trust, it must have been formed to provide health services, health care, primary health care or any other health related services.
 - (c) In case of company, it must be in Section 8 of Companies under the companies Act 2013 (erstwhile Sector 25 Companies under Companies Act 1956) with provision of healthcare as one of the businesses in the memorandum of association.
2. One person Companies are not eligible to apply.
3. To be eligible to apply, the entity must be in existence for at least 5 years as on 1st April, 2020. Organizations having less than 5 years of registration are not eligible to apply.
4. The entities must have minimum 5 years of proven field level experience in Health & Family Welfare Programmes or any Social Development Sectors as on on 1st April, 2020.
5. **The Agency must have functional office setup & operational of projects in the Nuapada district for last three years .**
6. The entity if registered in Society Registration Act, must have an Unique ID no. through the portal NGO-DARPAN of NITI Aayog.
7. The entities should have an annual turnover of at least Rs 20 lakhs per each year in the last three financial year i.e 2016-17, 2017-18 & 2018-19.
8. The entity must enclose documents of having minimum of Rs. 8 lakhs as fixed assets in the name of the entity in terms of Land, building and other fixed assets as per audit report of last FY 2018-19.
9. Entity should have been registered under 12-A of Income Tax exemption.
10. The entity must not never have been “blacklisted”/ “debarred” from participating in any tendering process by any State Govt./Central Govt.Institutions. An affidavit to this effect is to be submitted.
11. The entity or any of its office bearers must not have been convicted/case pending against them by any court of law in India or abroad for any civil/criminal offences. An affidavit to this effect is to be submitted.
12. If based on any adverse report against the organization from the District/any Govt. Departments, the partnership of the organization has been discontinued or due to poor performance in implementation of any PPP projects under NHM is identified by the external evaluating agency, then the organization shall not be eligible to apply for the same district. In case the services of the organization have been discontinued on the basis of the conduct of any financial irregularities, it will not be allowed to apply in any of the district under any scheme.
13. The entities must submit an undertaking for the willingness to sign the service level agreement towards the implementation of the project.

2.3. Submission and Signing of Proposal

The proposal shall be submitted in the following ways:

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

2.4. Packing, Sealing and Marking of Proposal

The proposal and attached documents must be inserted in a single envelope, along with applicant's name and address in the left hand corner of the envelope and super scribed as **Proposal for "Operation of Arogya Plus Project (MHU), _____(Name of location), _____(block)**

The application envelopes shall be addressed to the CDM & PHO-cum-District Mission Director, Nuapada as per the detailed address mentioned at the Section -1: Invitation of proposal. If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM & PHO, Nuapada will assume no responsibility for the proposal's misplacement or premature opening. Telex, cable or facsimile proposals will be rejected.

2.5. Content of the Proposal

The entity fulfilling the eligibility criteria may submit the relevant information/documents as mentioned in the RFP along with a covering letter on its letter head indicating their interest to apply for the project.

2.6. Earnest Money Deposit (EMD)

EMD of Rs. 25, 000/- per each Project applied for in the shape of a Demand Draft or Banker's Cheque in favour of **ZSS CSR Programme, Nuapada** is to be submitted along with the bid. Details of the Demand Draft or Banker's Cheque (DD/BC No., date, name of the Bank) should be mentioned in the bid.

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

2.7. Sequence of Proposal submission:

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

Sl.No	Sequence of the Document to be submitted
1	EMD of Rs. 25,000/- in the mode of DD/BC.
2	Covering letter for the project by the Entity in its letter head (Document. 1) - To be submitted in Form - T1 .
3	Profile of the Agency (Name, Address, Registration etc.) – (Document. 2) - To be submitted as per Form T2 .
4	Copy of the Registration Certificate or equivalent certificate (Document. 3)
5	Copy of the Memorandum of Association or equivalent document (Document. 4)
6	Copy of Unique ID No. through the portal NGO-DARPAN of NITI Aayog (Document. 5) .
7	Copy of the 12A Certificate (Document-6)
8	Copy of the 80G (Document-7)
9	Annual Financial Statements with audit report attached for the last 3 years 2016-17, 2017-18, 2018-19 duly audited by a qualified CA (Document. 8) . To be submitted in Form-T3
10	Annual Reports of the entity for the last three years i.e. 2016-17, 2017-18, 2018-19. In case run by the PSUs, annual reports of the PSUs. (Document. 9) . Organizations not preparing annual reports should provide legitimate reasons for not preparing the same.
11	Fixed Asset Statement of last Financial Year duly audited by a qualified CA. (Document. 10) . To be submitted in Form-T4
12	Work experience of the Agency (Document. 11) . To be submitted in Form-T5
13	Proof regarding functional office setup & operational of projects in the Nuapada district for last three years (Document 12)
14	MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Govt. Funding (Document. 13)
15	MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Private Funding (Document. 14)
16	MoU/Agreement documents pertaining to work experience in implementing similar projects (MHU operation) out of any Funding support (Document. 15) .
17	Names of the Office Bearers along with their addresses (in case of Trusts and Registered Societies) / Names of the key personnel along with their addresses for Other Organizations (Document- 16)
18	Name of the Staffs & qualification in the payroll, other than Funding Project Staff (Ayush MO, ANM/Staff Nurse, Pharmacist and other Managerial and Accounts Staff). (Document-17)
19	An undertaking that the Office Bearer of the Agency has not been convicted/case pending by any court of law in India or abroad for any criminal offence. (Document-18) . To be submitted Form – T6 .
20	A certificate that the bidder has never been "blacklisted"/ debarred from participating in any tendering process by any State Government/Central Government institutions. (Document- 19) To be submitted in Form – T7 .

Sl.No	Sequence of the Document to be submitted
21	An undertaking that the Agency is willing to sign the service level agreement/MoU. (Document 20) . To be submitted in Form – T8 .
22	Copy of PAN card of the Agency (Document: 21)
23	Copy of Bank Pass Book of the Agency (Document: 22)
24	Copy of the document relating to the presence of Agency in the State of Odisha either land & building record issued in the name of Agency/lease agreement in affidavit mode (Document: 23)
25	Copy of the award certificate (National/State/Dist level) received from any Govt./Govt. Institutions only (Document: 24)
26	Copy of the resolution of the competent authority in the Organization authorizing the signatory to respond to this invitation (Document 25) .

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

2.8. Financial Bid:

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

2.9. Number of Proposals

Interested bidders fulfilling the eligibility criteria may submit their proposal **separately** for all projects.

2.10. Cost of Proposal

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

2.11. Acknowledgement by the bidder

- (a) It shall be deemed that by submitting the Proposal, the bidder has:
- (i) Made a complete and careful examination of the RFP;
 - (ii) Received all relevant information requested from the concerned District authority.
 - (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the concerned district authority relating to any of the matters stated in the RFP Document;
 - (iv) Satisfied itself about all matters, things and information, necessary and required for submitting the Proposal and performance of all of its obligations there-under;
 - (v) Agreed to be bound by the undertaking provided by it under and in terms thereof.

- (b) The concerned district authority shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake in any information or data given by the concerned district authority.

2.12. Language

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

2.13. Proposal Due Date

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

2.14. RFP Opening and Process of Selection

- (a) The concerned district authority in their respective Districts will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned in the Section Notice inviting proposal.
- (b) The bidder/their authorized representatives who will be present shall sign a register recording their attendance.
- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.
- (d) The Desk Appraisal Committee at the District level will conduct the screening process of the valid proposals received within the due date and having EMD attached. The Committee will verify whether all the required documents as per the advertisement have been submitted along with each proposal. If at all, any deficiency in document submission is found out in any of the proposal, the same will be informed to the Agencies through inviting objection.
- (e) After conducting further process, the qualifying checklist of the desk appraisal process along with the reasons of rejection, if any, will be hosted in the respective District Website inviting objection by giving 7 days notice.
- (f) After 7 days of objection invitation, the Desk Appraisal Committee will finally call the eligible Agencies to the office of CDM&PHO of the respective District for necessary verification of their original documents vis-à-vis documents submitted with their application/bid.

- (g) After verification of the original documents, the Desk Appraisal Committee will award score in the prescribed score sheet. No field appraisal process will be conducted for selection.
- (h) The merit list of the Agencies will be prepared those have secured minimum 50% score in the score sheet in order to be eligible for merit.
- (i) The process will be approved in the District NGO Committee meeting Chaired by the Collector & DM and the Agency in the top of the merit list shall be recommended to the State.
- (j) The final selection result on the recommendation of the District will be notified after due approval of the State NGO Committee.

2.15. Conditions of Selection:

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

2.16. Post Selection Procedure:

- 2.16.1. After approval of the competent authority i.e. by the District NGO Committee the selected agency will be informed in writing of its selection for the project. This will be the letter of award which shall be issued by the CDM&PHO to the selected agency.
- 2.16.2. The name of Agencies finally selected/approved for operation of Arogya Plus project in the district will be hosted in the district website .
- 2.16.3. Within 15 days of the issue of the letter of award, the selected agency will be required to inform the concerned Chief District Medical & Public Health Officer cum District Mission Director in writing of its acceptance of the award, failing which, the award will be offered to the 2nd rank bidder in the merit for the Project.
- 2.16.4. On completion of these formalities, the District authority will inform the selected agency regarding date of signing of the agreement.

SECTION 3

TERMS OF REFERENCE FOR OPERATION OF AROGYA PLUS PROJECT (MHU).

3.1. Introduction/Background:

- (a) India has made rapid progress in the past few decades in the Public Health System as reflected improvement in key parameters such as infant, Child and Maternal Mortality Rates, Total Fertility Rate, and Crude Death Rates. There has been improvement in expanding access and coverage in much of the country. The Government support is largely targeted toward improving primary health care service at the community level.
- (b) Despite these improvements, comprehensive primary health care in India is yet to be made fully universal. Access to primary health care remains uneven across the length and breadth of the country. The wide variations in capacity, governance and institutional structures and state investments in health have determined the extent to which the Govt. support has improved health care particularly for the vulnerable marginalized and those living in underserved areas such as remote rural geographies.
- (c) Inadequate primary health care is reflected in the escalating demands for secondary and tertiary care services resulting in overcrowding of facilities at these levels leading to high cost and poor health care. There is enough evidence to date demonstrate that quality primary health care mitigates cost and suffering.
- (d) With a view to further improving the quality of the primary health care in terms of clinical care and outreach services at the community level, Government has introduced Arogya Plus (Mobile Health Unit) in partnership mode especially in the inaccessible & remote areas and areas having strong presence of Left Wing Extremists (LWE).
- (e) Public private partnership is seen as a step towards strengthening the public health system and a measure towards facilitating and building the capacity of the state to manage such facilities by demonstrating models for comprehensive Primary Health Care.
- (f) The partnership will be initially for a period of one year. Further extension of the partnership is subject to the agency scoring 70% or more in annual assessment after completion of one year of project as well as decision of the District NGO Committee.
- (g) Such partnership should not be seen as the Government abdicating its responsibility to provide public health service, but rather as a transitional measure towards facilitating the State to be able to manage such facilities after the term of the partnership ceases.
- (h) The spirit of such a public private partnership is essentially to share risks and rewards in such a manner that comprehensive primary health care can be provided to those who need these services. Government recognizes that such partnerships with organizations that have competence and credibility offers the government avenues to leverage the knowledge and expertise of such organizations to improve Operation and delivery of comprehensive primary health care services.
- (i) Government expects that grant in aid will not be treated as a business venture and will not be used to make profits.

3.2. Operation modalities:

- (j) The operation of Arogya Plus unit shall be limited to a particular service area (clubbing 2-3 GPs) especially inaccessible and conflict area having strong presence of Left Wing Extremists (LWE), identified by the District Administration.
- (k) The Arogya Plus will visit at least 22 days in a month to the field areas as per the approved micro-plan and the camps will be organized at least two sessions in a day.
- (l) The Arogya Plus will provide the services in the fixed day and fixed point in the village.
- (m) The Agency to ensure engagement of qualified manpower as per sanctioned number.
- (n) Engagement of vehicle and its branding is the responsibility of the Agency.
- (o) The Agency has to form a Local Steering Committee (LSC) in the "Service Area" where the project shall be operational. The LSC will monitor Arogya Plus activities in the field level.

3.3. Formation of Local Steering Committee

- (a) A Local Steering Committee shall be formed at in the service area by the Agency. The LSC will monitor various activities being under taken under Project Arogya Plus. This Committee will consist of following members:
 - All Sarpanchs of the Service Area.
 - All A.N.Ms of Service Area
 - All CRCC of the Service Area.
 - 3 Presidents of Gaon Kalyan Samiti out of Service Area
 - Chief Functionary of the Partner NGO.
 - Any other member of the Community nominated by the Dist/Block Administration
- (b) One Sarpanch on rotation basis will act as Chairman of the Local Steering Committee on quarterly basis, in case more than one Sarpanch in the service area.
- (c) The Local Steering Committee (LSC) will sit once in a month and as often as required to discuss, guide, review and monitor various programmes being under taken under Project Arogya Plus. It will also be responsible for approving Quarterly Plan of Action of the Partner NGO. The responsibility of the Organizing Committee and preparing minutes of the Committee will lie with the Agency.
- (d) During release of funds to the Agency, the reports of Local Steering Committee along with compliance to any adverse observation shall be taken into consideration.

SECTION 4. PRINCIPLE OF AGREEMENT.

- 4.1.** Both the parties agree to view the arrangements enforced by this agreement as a Public Private Partnership in the Public Health System in India. Such a partnership is seen as a step towards strengthening the Public Health System and as a measure towards facilitating and building the capacity of the state to manage such operation by demonstrating models for comprehensive Primary Health Care Service, with an emphasis on active community engagement.
- 4.2.** Both parties recognize that the Public Health System in India, despite phenomenal improvements, faces significant challenges. Both parties also recognize that the spirit of such a Public Private Partnership is essentially to share risks and rewards in such a manner so that comprehensive primary health care can be provided to those who need these services. NHM recognizes that such partnerships with organizations that have competence and credibility offers the governments avenues to leverage the knowledge and expertise of such organizations to improve Operation and delivery of comprehensive primary health care services at the community level.
- 4.3.** Both parties are committed to enhance the health and well-being of residents of the project intervention area in this agreement by providing high quality service, innovation and development and to meet identified needs within the resources available to both the parties.
- 4.4.** The agency agrees and undertakes to implement all National/States health programmer/interventions including outreach activities at the community level.
- 4.5.** The agency will agree that the concession granted will not be treated as a business venture and will not be used to, make profits.
- 4.6.** The Agency agrees that no money would be collected from the patients for any clinical consultation and service, diagnostic services or any other service provided by the Arogya Plus team at the community level.
- 4.7.** The partner agency would furnish a certificate of up-to day payment along with copies of scroll to the District every month under information to the PPP Cell of NHM State Office.

SECTION-5. SERVICE DESCRIPTION AND RESPONSIBILITIES

5.1. The basic unit of service delivery would be Primary Health Care Service at the Community level on a fixed day and time on rotation basis. The services includes the comprehensive primary health care package encompassing outreach, including behavioral change through health education and health promotion, clinical and public health services. Followings are the conditions listed below:

- a) The operational area of Arogya Plus unit shall be limited to the area allotted by the District Administration considering its geographical inaccessibility, conflict area having strong presence of Left Wing Extremists (LWE) etc.
- b) The Agency will not only provide clinical services through Mobile Health Unit as per practice but will also take part in provision of RMNCH+A services, Disease Control Programmes and Non-Communicable Disease programme.
- c) This will bring synergies between various health programmes and traditional MHU services. Moreover IEC and social mobilization campaign on the issues of health, sanitation and nutrition will be integrated under the project.
- d) Strategy for strengthening health action at community level and their effective participation in various public health programmes. This will strengthen and help in setting up a system of Community Based Monitoring of all these services by community.

5.2. List of Services to be provided by the Arogya Plus are given below which is an indicative list and not an exhaustive list.

a) Clinical services:

- Treatment of minor ailments
- Referral of complicated cases
- Leprosy, TB, Malaria treatment and awareness
- Minor surgical procedure & suturing

b) MCH services:

- Antenatal check up and related services
- Promotion of institutional delivery
- Referral of complicated pregnancies
- Health check up
- Promotion of Immunization
- Treatment of childhood illness
- Adolescent care such as life style education, counseling, treatment of minor ailments and anemia etc.

c) Family Planning services

- Awareness on family planning
- Distribution of condom, oral pill, emergency contraceptives

- d) Diagnostic Services
 - Simple Pathological investigations like Hb estimation
 - RDK test for malaria
 - Slide collection for diagnosis of TB
- e) IEC/BCC
 - Counseling in RTI/STI/HIV/AIDS
 - Personal/ environmental hygienic awareness
 - Smoking & ill effects of alcohol
- f) Free drugs support:
 - Free medicines to be provided to the patients
- g) Emergency Services:
 - The Agency will provide emergency services during any epidemic/ disaster/ public health emergency/accidents, as required by the district.

5.3. Key Deliverables of the Project

- (a) All sanctioned manpower must be in positioned.
- (b) The Agency will provide the services in free of cost to the people in the target area.
- (c) The Arogya Plus will visit at least 22 days in a month to the field areas as per the approved micro-plan and health camps will be organized at least two sessions in a day.
- (d) The Arogya Plus will provide the services in the fixed points & fixed day as identified and declared as treatment points.
- (e) There must be approved micro-plan of Arogya Plus and should not be deviated without prior approval of Block Public Health Officer.
- (f) Detail tour report along with categories of patients screened, refereed, follow up etc must be maintained in the register.
- (g) Regular monthly/quarterly reporting in a standardized format.
- (h) The vehicle must have branding.

5.4. Human Resources to be required for operation of Arogya Plus project:

Followings are the Human Resources required and to be positioned for operation of Arogya Plus project.

Sl.No.	Category of Staff (to be selected as per Govt. eligibility norms)	No of post.	Eligibility Qualification
1.	Ayush Medical Officer	1	<ul style="list-style-type: none">• Age- S/he must have attained the age 21 years by the date of advertisement.• Minimum Qualification- The candidate must have a bachelor degree in Ayurvedic medicine & Surgery (BAMS)/Bachelor in Homeopathic Medicine & Surgery (B.H.M.S) as the case may be, from a recognized university. He/ She must have completed the internship training if any.• Must have valid Registration Certificate from the State Ayurvedic/Homeopathic Council. No provisional registration certificate will be entertained.• He/She should have passes odia language in M.E standard.
2.	Pharmacist	1	<ul style="list-style-type: none">• Age- S/he must have attained the age 21 years by the date of advertisement.• Minimum Qualification- Degree/Diploma in Pharmacy from a Govt./Govt. recognized Institution. Minimum 1 year Experience in managing a drug store in a reputed hospital/health center organized by the Govt.• He/She should have passes odia language in M.E standard.
3.	ANM	1	<ul style="list-style-type: none">• Age- She must have attained the age 21 years.• Minimum Qualification-The candidates must have passed the HSC examination & shall have completed ANM course from institution recognized by Govt and approved INC and must have registered in the odisha nursing council.• He/She should have passes odia language in M.E standard.
4.	Attendant	1	<ul style="list-style-type: none">• Age- S/he must have attained the age 21 years.• Minimum Qualification- Minimum 10th Standard.

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

SECTION-6: TERMS & CONDITIONS.

- 6.1. The Selected Agency will have to open a separate saving bank account for this grant-in –aid in any Nationalized bank. The account will be opened in the name of the project, which shall be operated jointly by at least two office bearers authorized for the purpose by the management committee of the Agency.
- 6.2. The selected Agency has to submit the monthly/quarterly progress report on the programme to Block Public Health Officer, CDM&PHO at district level in HMIS Format.
- 6.3. The amount of grant should be utilized only for the purpose for which it is sanctioned and the unspent balance of the grants shall be refunded after the close of the financial year.
- 6.4. The Agency will submit quarterly statement of expenditure and progress report to the district with a copy to NHM. At the end of the project year, the Agency shall furnish annual report of the project along with the audited reports.

6.5. Period of Partnership

The duration of the project will be initially for one year. However, the project may be extended subject to the fund provision under CSR fund of MCL and satisfactory performance of the Agency in operation of Arogya Plus Project.

6.6. Award of Contract and Agreement

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

6.7. Commencement of Service

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

6.8. Performance Security:

The selected agency on acceptance must provide the Dist Authority a **Bank Guarantee for Rs.50, 000/- (Rupees Fifty Thousand only) per project** in the name of concern Zilla Swasthya Samiti, Nuapada from a Nationalized Bank valid for a period of minimum one year as performance security of the project which will have to be extended for a further period based on the period of extension.

6.9. Payment:

- Grant-in-Aid for the project shall be released to the Agency on the basis of budget provision made in the State Budget.
- The disbursement/release of funds by ZSS to the Agency would be in three installments i.e. 30%, 35% and 35% in advance of total project cost.

- The 1st installment i.e. 30% will be released after signing of the MoU and submission of the performance security. The 2nd installment, i.e. 35% will be released on 4th month after receipt of the utilization certificate for 75% of 1st installment. The 3rd installment i.e. 35% will be released after receipt of the utilization certificate for 75% of 2nd installment on 9th month of annual project period.
- The DPMU will make assessment of the project in every six months of operation and annual assessment of the project using the standardized checklist. Further, evaluation of the project will be conducted by an Independent External Agencies after three year's of completion of project period.
- Performance Incentive to staff of Arogya Plus shall be released on annual basis. It will be in proportionate to the performance of the Agency as per their annual performance assessment conducted by the District based on the norms prescribed as mentioned below:
 - If the Project scores from 70 % to 74%, the performance is to be considered as Good. In this case each staff will get 15% PI on their base remuneration.
 - If the Project scores from 75% to 79%, the performance is to be considered Very Good, each staff will get 20% PI on their base remuneration.
 - If the Project scores 80% & above, the performance is to be considered outstanding, In this instance, each staff will get 25% PI on their base salary.
- The annual budget of the project may be revised time to time on the basis of approval by the appropriate authority.

6.10. Performance Monitoring and Standard of Services

- The performance of the Agency will be monitored largely on the basis of output based indicators specified in the key deliverables at 6.3. These indicators and performance standards can be suitably expanded and/ or modified in the interest of better service delivery to the general public.
- The indicators of health service delivery expected from the Agency are of the minimum standard. The Agency would be encouraged to serve as a role model and to provide services at a much higher standard.
- State shall use other mechanisms such as Management Information System (MIS), and external monitoring process to assess performance on key indicators.
- DPMU, NHM will monitor and evaluate the programme. DPMU, NHM will review the work done by the Arogya Plus, suggest suitable improvement and mid-course correction and address the difficulties faced by the Agency in running the project.
- Concurrent monitoring shall be conducted by DPMU, NHM representatives on quarterly basis and as when required and submit the report to appropriate authority.
- Fixed day review meeting of all PPP projects in every month/bi- monthly at District level.

6.11. ARBITRATION

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

Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

6.12. BREACH

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

6.13. PENALTY

If the agency fails to provide services as stipulated in the Service Description at Section-6, the Government shall be entitled to fix penalty which would be deducted from the dues payable to the agency. However, in case there is no amount is due for payment to the agency, the penalty shall be recovered from them.

6.14. FORCE MAJEURE

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

6.15. TERMINATION

- Either party may terminate this agreement by giving not less than one months' notice in writing to the other. This notice shall include reasons as to why the agreement is proposed to be terminated.

- The Government may terminate the agreement, or terminate the provision of any part of the Services, by written notice to the Agency with immediate effect if the Agency is in default of any obligation under the agreement, where the default is capable of remedy but the Agency has not remedied the default to the satisfaction of the Government within 30 days of at least two written advice after service of written notice specifying the default Cine requiring it to be remedied; or
- the default is not capable of remedy; or
- the default is a fundamental breach of the agreement
- If the Government terminates the agreement and then makes other arrangements for the provision of the Services, it shall be entitled to recover from the Agency any loss that had to be incurred due to such sudden termination of agreement.
- Both the parties agree that no further payment would be made to the Agency, even if due till settlement of anticipated loss as a result of premature termination of the agreement.
- The Government reserves the right to terminate the agreement without assigning any reason if services of the Agency create serious adverse publicity in media and prima facie evidence emerges showing negligence of the Agency.
- At the time of termination, the Agency agrees to hand over all moveable and immovable assets to the authorized representative of the State Government on a mutually agreed date on "as is where is" basis.
- The Agency agrees that no asset will be moved out of the premises or destroyed other than consumables used during the normal course of operation of the facilities, at any time during the period from the effective date to the date of termination without the prior written approval of the State Government.
- The concessionaire agrees that the date of handing over in terms of clause 6.6 above will not be more than 15 calendar days from the date of termination.

6.16. INDEMNITY

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

6.17. Redressal of grievances

The grievance related to the "Operation of Arogya Plus" is to be redressed at the level of CDM&PHO or District NGO Committee of the District.

6.18. Jurisdiction of Court

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

6.19. Compliance with existing laws:

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

6.20. Right to Accept and Reject any Proposal

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

SECTION 7 – EVALUATION OF THE PROPOSALS.

7.1 Evaluation of Technical Proposals

In the first stage, the proposal will be scrutinized on the basis of agency's fulfillment of **eligibility criteria in the prescribed checklist at ANNEXURE-B**. Only those bidders who qualify as per the eligibility criteria, their bid will be considered for the next stage of evaluation and Award of Marks in the checklist given below. The bidder has to score **at least 50 or above** in order to be considered for the preparation of merit list for operation of the project.

SCORING SHEET FOR THE ASSESSMENT OF THE BIDDER

NAME OF THE AGENCY :

Name of the Project :

Name of the District applied for :

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

Sl. No.	Areas of assessment	Maximum marks	Marks obtained	Means of Verification
	c. Years of experience in implementing similar projects (operation & management of MHU) out of any Funding support. (1-3 years= 5 marks; > 3 to 5 years=7 marks; > 5 years =10 marks)	10		MoU/Agreement
	d. Working experience on social sector in the applied district. (on completion of minimum 3 yr of exp=5 marks, on completion of 5 yrs of exp=7.5 marks, on completion of 7 yrs of exp=10 marks)	10		MoU/Agreement
3	Financial strength: (20 marks)			
	a. Financial turn over (minimum 20 lakhs per each year in the last three FY i.e 2016-17, 2017-18 & 2018-19 as per audit report)(>20-30 lakhs =4 marks; > 30-40 lakhs=6 marks;>40-50 lakhs=8 marks; >50 lakhs=10 marks)	10		Annual Financial Statements of last 3 FY audited by a qualified CA /Audit report of last 3 FY.
	b. Fixed assets in the name of the Agency (minimum 8 lakhs assets) as per 2018-19 audit report. (>8-20 lakhs =4 marks; > 20-30 lakhs=6 marks;>30-40 lakhs=8 marks; >40 lakhs=10 marks)	10		Fixed Asset Statement of last FY duly audited by a qualified CA/ Audit report of last FY
4	Manpower strength: (05 marks)			
	Agency having staff in the payroll other than Funding Project Staff. - Minimum 1 Clinical Staff (MO AYUSH)=1 mark - Minimum 1 Para-Med staff (ANM/Pharm)=1 mark - Minimum 1 Accounts Staff = 1 mark - Minimum 1 Managerial Staff (Postgraduate)=2marks	05		Acquaintance & HR documents.
	Other Strength (Reward & Recognition): (05 marks)			
5	Agency received any National/State/District Level award by any Government /Government Institutions for significant contribution in social development Sector. (District Level=3 marks; State Level=4 marks; National level=5 marks.	05		Certificate received from any Govt./ Govt. Inst.
Total Marks		100		

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

Signature of the Committee members

Name	Designation	Signature

SECTION 8: RFP FORMATS AND SUBMISSION OF PROPOSALS.

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

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

Sl. No	Sequence of the Document to be submitted	Whether submitted (Y/N)	Page No.
17	Names of the Office Bearers along with their addresses (in case of Trusts and Registered Societies) / Names of the key personnel along with their addresses for Other Organizations (Document- 16)		
18	Name of the Staffs & qualification in the payroll, other than Funding Project Staff (Ayush MO, ANM, Pharmacist and other Managerial and Accounts Staff). (Document-17)		
19	An undertaking that the Office Bearer of the Agency has not been convicted/case pending by any court of law in India or abroad for any criminal offence. (Document- 18) . To be submitted Form – T6 .		
20	A certificate that the bidder has never been "blacklisted"/debarred from participating in any tendering process by any State Government/Central Government institutions. (Document- 19) To be submitted in Form – T7 .		
21	An undertaking that the Agency is willing to sign the service level agreement/MoU. (Document 20) . To be submitted in Form – T8 .		
22	Copy of PAN card of the Agency (Document: 21)		
23	Copy of Bank Pass Book of the Agency (Document: 22)		
24	Copy of the document relating to the presence of Agency in the State of Odisha either land & building record issued in the name of Agency/lease agreement in affidavit mode (Document: 23)		
25	Copy of the award certificate (National/State/Dist level) received from any Govt./Govt. Institutions only (Document: 24)		
26	Copy of the resolution of the competent authority in the Organization authorizing the signatory to respond to this invitation (Document 25) .		

APPLICATION SCRUTINY FORMAT

NAME OF THE AGENCY :

Name of the Project :

Name of the District applied for :

Sl. No	Details of the submissions of key documents	Whether submitted (Yes/No)	Detail Remarks
Compulsory Documents			
1	Whether application is received on/by due date and by registered post/speed post/courier services?		
2	Whether all pages of proposal & documents are signed by Chief Functionary of the Agency?		
3	Whether the Agency has submitted EMD in the mode of valid Demand Draft /Banker Cheque with required amount ?		
4	Whether copy of the Registration Certificate of the Agency (under Society/Trust/ Companies Act) submitted ?		
5	Whether the organization completed 5 years of registration by 01.04.2020 ?		
6	Whether the NGO completed operational of projects in the Nuapada district for last three years ?		
7	Whether copy of the Unique ID under NITI Aayog NGO Darpan submitted ?		
8	Whether copy of the Memorandum of Association / By-Law of the Agency submitted ?		
9	Whether copy of the Contract/MoU documents pertaining to the Agency work experience to meet the eligibility criteria submitted ?.		
10	Whether Annual Financial Statements of the last 3 years duly audited by a qualified CA (As per Form-T3) submitted ?		
11	Whether the agency is having an annual turnover per each year in the last three financial year as per eligibility criteria ?		
12	Whether Fixed Asset Statement of last Financial Year duly audited by a qualified CA (As per Form-T4) submitted ?		
13	Whether the Agency is having the fixed assets in the form of infrastructure/land/building/asset as per eligibility criteria ?		
14	Whether copy of the 12A Registration certificate submitted?		
15	Whether copy of PAN Card submitted ?		
16	Whether copy of Bank Pass Book submitted ?		
17	Whether an undertaking in the form of Affidavit that the office bearer of the Agency has not been convicted by any court of law for any criminal offence (As per Form-T6) submitted ?		

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

N.B: The supporting documents/requirements from the Sl. No. 1 to 18 are compulsory, failing which the application of the Agency shall be rejected. In case non-submission of any optional documents from Sl. No. 19 to 25 shall not be liable for rejection.

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

Name & Signature of Committee members:

Name of the committee member	Designation	Full Signature

FORM – T1
(Covering Letter)

(To be furnished in the proposal)

PROPOSAL SUBMISSION FORM

(On the letterhead of the agency)

To

The Chief District Medical & Public Health Officer,
Nuapada

Re.: RFP Reference no : **1378 (2) /DPMU/NHM/20 Dated: 20/04/2020**

Sub: Submission of the proposal for “Operation of Arogya Plus”,(name of the Location)..... Block under ZSS.

Dear Sir,

We, the undersigned, offer to provide the services for the “Operation of Arogya Plus”(location) in.....(Block). We are hereby submitting our Proposal in a sealed envelope.

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

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

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

Yours sincerely,

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

Name and Title of Signatory:_____

Name of Agency:

Address: _____

(Seal of the entity)

FORM – T2

(To be furnished in the proposal)

PROFILE OF THE AGENCY

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

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

Name and Title of Signatory: _____

(Seal of the entity)

FORM -T3

ANNUAL AVERAGE TURN OVER STATEMENT

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

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

Sl.	Financial Year	Turnover in Lakhs (Rs.)
1	2016-17	
2	2017-18	
3	2018-19	
Average Annual Turnover of last three years (Rs. In lakhs)		

Date:

Signature of Chartered Accountant
(Name in Capital)

Place:

Seal

Membership No

Note

:

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

FORM -T4

FIXED ASSETS STATEMENT

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

The Annual Turnover of M/s _____

For the last financial year statement is given below and certified that the statement is true and correct.

Sl.	Financial Year (last FY)	Fixed Assets value in Lakhs (Rs.)
	2018-19	

Date:

Signature of Chartered Accountant
(Name in Capital)

Place:

Seal

Membership No

Note:

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

FORM -T5*(To be furnished in the proposal)***Details of the experience***(Attach separate sheets if the space provided is not sufficient)*

Name of the assignment	Name/address of the Organization with whom the contract signed	Date of commencement of Contract	Date of completion of Contract	Duration of the Contract	Value of the Assignment (in Rs.)	Key assignments accomplished as per the contract
<i>A. Experience in implementing projects in any Social Sector out of any Govt. Funding:</i>						
<i>B. Experience in implementing projects in any Social Sector out of any Private Funding:</i>						
<i>C. Experience in implementing similar projects (operation & management of MHU) out of any Funding support.</i>						
<i>D. Multi-State Exp. in implementing similar projects (operation & management of MHU) out of any Funding support.</i>						

Note: Please furnish the relevant **MoU /Agreement /Contract documents** of the works executed in support of the information mentioned above.

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

Name and Title of Signatory: _____

(Seal of the entity)

FORM -T6

(To be furnished in the proposal)

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

Affidavit

I,..... (Sole Chief Functionary of the Agency), (the names and addresses of the registered Agency) do hereby solemnly affirm and sincerely state that;

- a) I or any other office bearer on behalf of the Agency has not been convicted by any court of law in India or abroad for any criminal offence.
- b) The Agency has not been blacklisted by any Government (State or Central) Department or Agency in India, which is in force during the currency of the contract.

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

Dated thisDay of, 2019

Name of the Applicant

.....

..... Signature of the
Authorized Person

.....

Name of the Authorized Person

(Seal of the entity)

FORM -T7

(To be furnished in the proposal)

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

Affidavit

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

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

Dated thisDay of, 2019

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

Name and Title of Signatory: _____

(Seal of the entity)

FORM T8

(To be furnished in the proposal)

Format for WILLINGNESS/CONSENT LETTER.

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

This is for favour of your information and necessary action.

Dated this Day of, 2019.

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

Name and Title of Signatory: _____

(Seal of the entity)



OFFICE OF THE CDM & PHO, NUAPADA

REQUEST FOR PROPOSAL

Operation and Management of '**Maa Gruha**' in Partnership mode

RFP NO: 1378 (1) / DPMU/NHM/2020 Dated : 20 /04/2020

DISCLAIMER

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

TABLE CONTENTS

Sl. No.	Description	Page No.
1	Section 1: Notice inviting proposal.	4
2	Section 2: Instruction to bidders.	5-11
3	Section 3: Terms of Reference for Operation and Management of Maa Gruha.	12-19
4	Section 4: Evaluation of proposals.	20-22
5	Section 5: RFP formats for submission of proposal.	23-35

SECTION -1: NOTICE INVITING PROPOSAL

Detailed proposals are invited from eligible entities to select the Agency for the “**Operation and Management of Maa Gruha**”.

Important timelines

Sl. No.	Activity	Timeline
1	Date of advt. publication.	20/04/ 2020 (The detailed RFP document downloadable from Website: www.nuapada.nic.in)
2	Last date for submission of the Proposal	Date: 15/05/2020, Time: 05.00 PM
3	Address for submission of the Proposal	O/o – CDM & PHO cum DMD ,Nuapada At/Po/Dist – Nuapada
4	Mode of submission of proposal	Proposals should be submitted through Speed post/Registered post/Courier only. No other form of submission will be accepted. Proposal (s) submitted after the due date & time will not be accepted.
5	Location of the Maa Gruha	1. Khariar 2. Nuapada
6	Date, time & venue of opening of the proposal	16/05/2020 at 10 A.M Office of the CDM & PHO, Nuapada

SECTION – 2: INSTRUCTIONS TO THE BIDDERS

2.1. Scope of Proposal

Interested bidders fulfilling the eligibility criteria **may apply for one Maa Gruha projects by submitting their bid for the Maa Gruha Project they are intending to apply, from amongst the Maa Gruha listed in Section 1: Notice Inviting Proposal.** The following points are to be ensured while applying for the project.

- (a) Detailed description of the objectives, scope of services, deliverables and other requirements relating to “Operation and Management of Maa Gruha” are specified in this RFP. The manner in which the Proposal is required to be submitted, accepted and evaluated is also explained in this RFP.
- (b) Proposals must be submitted through **Speed post/Registered post/Courier only** within the due date and time mentioned in this RFP. **Application submitted in any other form and received after the due date and time will not be accepted.**
- (c) The selection of the Agency shall be on the basis of an evaluation by the Desk Appraisal Committee and District NGO Committee, Nuapada through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the CDM&PHO-cum-District Mission Director’s decision is without any right of appeal whatsoever.
- (d) The bidder shall submit its Proposal in the form and manner as specified in this RFP. **There shall not be any Financial Proposal to be submitted in the tender, as this is a fixed cost based project. The cost of project is Rs. 15, 53,253/- per project per annum (fixed cost)** as per provision made as per approval of budget by MCL. The cost may be modified based on approval of fund time to time. The continuation of the project is also subject to the approval of the activity by MCL in subsequent years.
- (e) Upon selection, the agency shall be required to enter into an Agreement with the CDM&PHO-cum-District Mission Director, Nuapada for implementation of the project. The implementation of the “Operation and Management of Maa Gruha” will be guided by the terms and conditions of the agreement.

2.2. Eligibility Criteria for the Agency

The entities fulfilling the following criteria are eligible to apply:

1. It must be registered under Society Registration Act/Indian Trust Act.
 - (a) If registered under Society Registration Act, It must have the provision of health services, health care, primary healthcare, and any other health related services in its memorandum of association.
 - (b) If it is a Trust, it must have been formed to provide health services, health care, primary health care or any other health related services.
2. To be eligible to apply, the entity must be in existence for at least 5 years as on 1st April, 2020. Organizations having less than 5 years of registration are not eligible to apply.
3. The entities must have minimum 5 years of proven field level experience in Health & Family Welfare Programmes or any Social Development Sectors as on on 1st April, 2020.
4. **The Agency must have functional office setup & operational of projects in the Nuapada district for last three years .**
5. The entity if registered in Society Registration Act, must have an Unique ID no. through the portal NGO-DARPAN of NITI Aayog.
6. The entities should have an annual turnover of at least Rs 20 lakhs per each year in the last three financial year i.e 2016-17, 2017-18 & 2018-19.
7. The entity must enclose documents of having minimum of Rs. 8 lakhs as fixed assets in the name of the entity in terms of Land, building and other fixed assets as per audit report of last FY 2018-19.
8. Entity should have been registered under 12-A of Income Tax exemption.
9. The entity must not never have been "blacklisted"/ "debarred" from participating in any tendering process by any State Govt./Central Govt.Institutions. An affidavit to this effect is to be submitted.
10. The entity or any of its office bearers must not have been convicted/case pending against them by any court of law in India or abroad for any civil/criminal offences. An affidavit to this effect is to be submitted.
11. If based on any adverse report against the organization from the District/ NHM/any Govt. Departments, the partnership of the organization has been discontinued or due to poor performance in implementation of any PPP projects under NHM is identified by the external evaluating agency, then the organization shall not be eligible to apply for the same district. In case the services of the organization have been discontinued on the basis of the conduct of any financial irregularities, it will not be allowed to apply in any of the district under any scheme.
12. The entities must submit an undertaking for the willingness to sign the service level agreement towards the implementation of the project.

2.3. Submission and Signing of Proposal

The proposal shall be submitted in the following ways:

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

2.4. Packing, Sealing and Marking of Proposal

The proposal and attached documents must be inserted in a single envelope, along with applicant's name and address in the left hand corner of the envelope and super scribed as **Proposal for "Operation and Management of Maa Gruha_____)**, _____(Block).

The application envelopes shall be addressed to the CDM & PHO-cum-District Mission Director, Nuapada as per the detailed address mentioned at the Section -1. If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM & PHO will assume no responsibility for the proposal's misplacement or premature opening. Telex, cable or facsimile proposals will be rejected.

2.5. Content of the Proposal

The entity fulfilling the eligibility criteria may submit the information/documents as mentioned in the RFP along with a covering letter on its letter head indicating their interest to apply for the project.

2.6. Earnest Money Deposit (EMD)

EMD of Rs.25, 000/- per each project applied for in the shape of a Demand Draft or Banker's Cheque in favour of **ZSS CSR Programme, Nuapada** is to be submitted along with the bid. Details of the Demand Draft or Banker's Cheque (DD/BC No., date, name of the Bank) should be mentioned in the bid.

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

2.7. Sequence of Proposal submission:

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

Sl.No	Sequence of the Document to be submitted
1	EMD of Rs. 25,000/- in the mode of DD/BC.
2	Covering letter for the project by the Entity in its letter head (Document. 1) - To be submitted in Form - T1 .
3	Profile of the Agency (Name, Address, Registration etc.) – (Document. 2) - To be submitted as per Form T2 .
4	Copy of the Registration Certificate or equivalent certificate (Document. 3)
5	Copy of the Memorandum of Association or equivalent document (Document. 4)
6	Copy of Unique ID No. through the portal NGO-DARPAN of NITI Aayog (Document. 5) .
7	Copy of the 12A Certificate (Document-6)
8	Copy of the 80G (Document-7)
9	Annual Financial Statements with audit report attached for the last 3 years 2016-17, 2017-18, 2018-19 duly audited by a qualified CA (Document. 8) . To be submitted in Form-T3
10	Annual Reports of the entity for the last three years i.e. 2016-17, 2017-18, 2018-19. In case run by the PSUs, annual reports of the PSUs. (Document. 9) .
11	Fixed Asset Statement of last Financial Year duly audited by a qualified CA. (Document. 10) . To be submitted in Form-T4
12	Work experience of the Agency (Document. 11) . To be submitted in Form-T5
13	Proof regarding functional office setup & operational of projects in the Nuapada district for last three years (Document 12)
13	MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Govt. Funding (Document. 13)
14	MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector out of any Private Funding (Document. 14)
15	MoU/Agreement documents pertaining to work experience in implementing projects in any Social Sector in Nuapada district (Document. 15) .
16	MoU/Agreement documents pertaining to Multi-State work experience in MCH programme out of any Funding support (Document. 16) .
17	Names of the Office Bearers along with their addresses (in case of Trusts and Registered Societies) / Names of the key personnel along with their addresses for Other Organizations (Document- 17)
18	Name of the Staffs & qualification in the payroll, other than Funding Project Staff (ANM and other Managerial and Accounts Staff). (Document-18)
19	An undertaking that the Office Bearer of the Agency has not been Convicted/case pending by any court of law in India or abroad for any criminal offence. (Document- 19) . To be submitted Form – T6 .

RFP for Operation and Management of 'Maa Gruha' in partnership mode.

Sl. No	Sequence of the Document to be submitted
20	A certificate that the bidder has never been "blacklisted"/ debarred from participating in any tendering process by any State Government/Central Government institutions. (Document- 20) To be submitted in Form – T7 .
21	An undertaking that the Agency is willing to sign the service level agreement/MoU. (Document 21) . To be submitted in Form – T8 .
22	Copy of PAN card of the Agency (Document: 22)
23	Copy of Bank Pass Book of the Agency (Document: 23)
24	Copy of the document relating to the presence of Agency in the State of Odisha either land & building record issued in the name of Agency/lease agreement in affidavit mode (Document: 24)
25	Copy of the award certificate (National/State/Dist level) received from any Govt./Govt. Institutions only (Document: 25)
26	Copy of the resolution of the competent authority in the Organization authorizing the signatory to respond to this invitation (Document 26) .

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

2.8. Financial Bid:

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

2.9. Number of Proposals

Interested bidders fulfilling the eligibility criteria may submit their proposal **separately** for any one /more than one or all Maa Gruha.

2.10. Cost of Proposal

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

2.11. Acknowledgement by the bidder

- (a) It shall be deemed that by submitting the Proposal, the bidder has: -
- (i) Made a complete and careful examination of the RFP;
 - (ii) Received all relevant information requested from the concerned District authority.
 - (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the concerned district authority relating to any of the matters stated in the RFP Document;

- (iv) Satisfied itself about all matters, things and information, necessary and required for submitting the Proposal and performance of all of its obligations there-under;
 - (v) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (b) District authority shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake in any information or data given by the concerned district authority.

2.12. Language

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

2.13. Proposal Due Date

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

2.14. RFP Opening and Process of Selection

- (a) The Proposals will be opened in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned in the Section Notice inviting proposal.
- (b) The bidder/their authorized representatives who will be present shall sign a register recording their attendance.
- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.
- (d) The Desk Appraisal will be done by a committee comprising of ADPHO (FW), DPM, DAM, DDM & DMRCH or any other officer nominated by the CDM & PHO/ Collector Committee.
- (e) The Desk Appraisal Committee will conduct the screening process of the valid proposals received within the due date and having EMD attached. The Committee will verify whether all the required documents as per the advertisement have been submitted along with each proposal. If at all, any deficiency in document submission is found out in any of the proposal, the same will be informed to the Agencies through inviting objection.

- (f) After conducting further process, the qualifying checklist of the desk appraisal process along with the reasons of rejection, if any, will be hosted in the District Website inviting objection by giving 7 days notice.
- (g) After 7 days of objection invitation, the Desk Appraisal Committee will finally call the eligible Agencies to the office of CDM&PHO for necessary verification of their original documents vis-à-vis documents submitted with their application/bid.
- (h) After verification of the original documents, the Desk Appraisal Committee will award score in the prescribed score sheet. No field appraisal process will be conducted for selection.
- (i) The merit list of the Agencies will be prepared those have secured minimum 50% score in the score sheet in order to be eligible for merit.
- (j) The process will be approved in the District NGO Committee meeting Chaired by the Collector & DM and the Agency in the top of the merit list shall be finalised and result will be notified.

2.15. Conditions of Selection:

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

2.16. Post Selection Procedure:

- 2.16.1. After approval at the level of District NGO Committee, the selected agency will be informed in writing of their selection for the project. This will be the letter of award which shall be issued by the concerned CDM&PHO to the selected agency.
- 2.16.2. Further, the district will host in the district website the name of Agencies finally selected/approved for operation & management of Maa Gruha project in the district.
- 2.16.3. Within 7 days of the issue of the letter of award, the selected agency will be required to inform the concerned Chief District Medical & Public Health Officer-cum-District Mission Director in writing of its acceptance of the award, failing which, the award will be offered to the 2nd rank bidder in the merit for the project.
- 2.16.4. On completion of these formalities, the District authority will inform the selected agency regarding date of signing of the agreement/MoU.

SECTION 3

TERMS OF REFERENCE FOR OPERATION & MANAGEMENT OF MAA GRUHA.

3.1. Background

Health care service delivery in remote & inaccessible area remains a challenge due to shortage of health service providers and inadequate health infrastructure. With the aim of promoting institutional births and reducing the high maternal and child mortality rates in the inaccessible zones of rural areas, Maternity Waiting Homes (MAA GRUHA) has been created as an innovative intervention. It is a temporary home for expectant mothers where they can await their delivery and be transferred to a nearby public health facility shortly before delivery, or earlier should complications arise. On onset of labour, they are to be shifted to nearby public health facility having BeMOC facilities for delivery. So to provide alternative support infrastructure for addressing communication problems in difficult tribal pockets for ensuring institutional delivery & to increase institutional delivery in the difficult tribal pockets Four (4) Maa Gruhas are established in the district out of NHM support. But all villages are not mapped as a result home deliveries are reported in many inaccessible villages and sometimes it is causing maternal and infant death. Further it is seen that many high risk cases are identified and they need special care during delivery.

It is proposed to establish two no of Maa Gruha near FRU level with the financial support of Mahanadi Coal Field Ltd where the identified high risk need special care will be admitted to provide special care before 7-10 day of EDD. Apart from the high risk cases the nearby difficult villages will also be tagged. It will act as a referral Unit of existing Maa Gruha.

3.2. Scope of work for MAA GRUHA operation:

1. Accommodation facilities for expectant mothers & her escorts.
2. Provision of food for expectant mothers and dependants/ escorts.
3. Engagement of manpower like ANM and Lady Health Assistants, Cook etc under the project.
4. Regular health check-up and counseling to the pregnant women.
5. Coordination with nearest health facility/CHC and necessary follow up etc.
6. Timely shifting of pregnant women to the nearest Delivery Point during the hour of labour pain.
7. Recreational facility /Health education sessions through IPC & Audiovisual aids at the Maa Gruha.
8. Client friendly environment & support at the Maa Gruha.
9. Regular coordination and follow up with the ANMs and ASHA workers of the tagging areas for mobilization of cases.
10. The Maa Gruha will be act as the referral unit of existing Maa Gruha.

3.3. Key deliverables under the project:

1. There should not be vacancy of maximum 45 days of any position of Maa Gruha project in a year.
2. Minimum occupancy of 20 patients on an average in a month.
3. Minimum 80% admitted pregnant women are from the tagged GPs/Villages.
4. Minimum 90% sector meetings (under tagged villages) regularly attended by the NGO.

RFP for Operation and Management of 'Maa Gruha' in partnership mode.

3.4. Manpower provision for the Maa Gruha Project:

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

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

The selected agency must complete the above recruitment process within 20 days after getting the sanction letter. Following terms and conditions must be followed during the recruitment process by the agency:

- Recruitment must be through the process of walk-in-interview.
- The list of the selected manpower must be submitted to the DPMU, NHM, Nuapada.
- In case of any change of the staff made by the agency **(with valid justification)** one month notice will be serving to the particular staff. However, in case of resignation made by the staff she must intimate to the agency one month before the date of the disengagement. During the in terming period fresh staff will be depute by the agency. The entire process must be communicated to the CDM & PHO-cum-DMD,Nuapada.
- If anybody wants to resign immediately one month salary must be deposited/ shall not be released the remuneration of last month.

3.5. Infrastructure Specification for Maa Gruha:

- In case non-available of space within the Govt. Health Facility (Govt. building), the partner Agency has to take private house on rent basis with minimum size of 800 Sq. Ft for operation of Maa Gruha.
- It should have provision of six beds for accommodating six pregnant women.
- It should have separate provision of kitchen & office room with electricity connection.
- The house should have the provision of proper toilet & running water facility.
- Adequate privacy and safety of the admitted cases must be ensured while selection of venue for the Maa Gruha.

3.6. Period of Partnership:

The duration of the project will be initially for one year. However, the project may be extended subject to the fund provision approved by MCL and satisfactory performance of the Agency in operation and management of Maa Gruha.

3.7. Other terms and condition:

- The Selected Agency will have to open a separate saving bank account for this grant- in-aid in any Nationalized bank. The account will be opened in the name of the project, which shall be operated jointly by at least two office bearers authorized for the purpose by the management committee of the Agency.
- The Agency agrees that no money would be collected from the admitted cases in the Maa Gruha towards, food, accommodation facility, any clinical consultation, diagnostic services or any other service.

- The agency will agree that the concession granted will not be treated as a business venture and will not be used to, make profits.
- The selected Agency has to submit the monthly progress report on the functioning of Maa Gruha in a standardized format to the Block Public Health Officer, CDM & PHO and NHM.
- The amount of grant should be utilized only for the purpose for which it is sanctioned and the unspent balance of the grants shall be refunded after the close of the financial year.
- The Agency will submit quarterly statement of expenditure and progress report to the district with a copy to DPMU,NHM. At the end of the project year, the Agency shall furnish annual report of the project along with the audited reports.
- The agency agrees that by signing the Agreement, no right on the property and assets of the facilities will be transferred to them now or at any future date. The agency will not claim any proprietary rights on land, buildings or any moveable or immoveable assets situated on the land pertaining to the facilities or in use in the facilities.
- The partner agency would furnish a certificate of up-to day payment along with copies of scroll to the District every month .

3.8. **Signing of Agreement:**

The selected agency shall have to execute an agreement with the ZSS within 15 days from the date of acceptance of award of contract. Before execution of the agreement, the bidder shall have to deposit performance security deposit as per norm.

3.9. **Commencement of operation of Maa Gruha:**

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

3.10. **Performance Security:**

The selected agency on acceptance must provide the Dist Authority a **Bank Guarantee for Rs.50,000/- (Rupees Fifty Thousand only) per project** in the name of , from a Nationalized Bank valid for a period of minimum one year as performance security of the project which will have to be extended for a further period based on the period of extension.

3.11. **Payment modalities:**

- Grant-in-Aid for the project shall be released to the Agency on the basis of budget provision made by the MCL.
- The disbursement/release of funds by ZSS to the Agency would be in three installments i.e. 30%, 35% and 35% in advance of total project cost.

- The 1st installement i.e. 30% will be released after signing of the MoU and submission of the performance security. The 2nd installment, i.e. 35% will be released on 4th month after receipt of the utilization certificate for 75% of 1st installment. The 3rd installment i.e 35% will be released after receipt of the utilization certificate for 75% of 2nd installment on 9th month of annual project period.
- The DPMU will make assessment of the project in every six months of operation and annual assessment of the project using the standardized checklist. Further, evaluation of the project will be conducted by an Independent External Agencies after three years of completion of project period.
- Performance Incentive to staff of Maa Gruha shall be released on annual basis. It will be in proportionate to the performance of the Agency as per their annual performance assessment conducted by the District based on the norms prescribed as mentioned below:
 - If the project scores from 50 % to 69%, the performance is to be considered as Good. In this case each staff will get 15% PI on their base remuneration.
 - If the project scores from 70% to 79%, the performance is to be considered Very Good, each staff will get 20% PI on their base remuneration.
 - If the project scores 80% & above, the performance is to be considered outstanding, in this instance, each staff will get 25% PI on their base salary.
- The annual budget of the project may be revised time to time on the basis of approval by appropriate authority.

3.12. Performance Monitoring and Standard of Services

- The performance of the Agency will be monitored largely on the basis of output based indicators specified in the key deliverables at 4.3. These indicators and performance standards can be suitably expanded and/ or modified in the interest of better service delivery.
- The service deliverables expected from the Agency are of the minimum standard. The Agency would be encouraged to serve as a role model and to provide services at a much higher standard.
- Concurrent monitoring shall be conducted by NHM on quarterly basis and as when required.
- Fixed day review meeting of all PPP projects in every month/bi- monthly at District level.

3.13. Arbitration:

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

3.14. Breach:

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

3.15. Penalty:

Government shall be entitled to fix penalty which would be deducted from the dues payable to the agency, if following gaps identified:

- If the agency fails to provide services as stipulated in the Service Description at Section-4.2.
- In case of less than 60% of beneficiaries (pregnant women) in a month registered from the tagged area.
- In case of a single false entry of beneficiary is found in the Maa Gruha register.

3.16. Force Majeure:

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

3.17. Termination:

- Either party may terminate this agreement by giving not less than one month's notice in writing to the other. This notice shall include reasons as to why the agreement is proposed to be terminated.
- The Government may terminate the agreement, or terminate the provision of any part of the Services, by written notice to the Agency with immediate effect if the Agency is in default of any obligation under the agreement, where the default is capable of remedy but the Agency has not remedied the default to the satisfaction of the Government within 30 days of at least two written advices after service of written notice specifying the default and requiring it to be remedied; or
 - the default is not capable of remedy; or
 - the default is a fundamental breach of the agreement
 - If the Government terminates the agreement and then makes other arrangements for the provision of the Services, it shall be entitled to recover from the Agency any loss that had to be incurred due to such sudden termination of agreement.
- Both the parties agree that no further payment would be made to the Agency, even if due till settlement of anticipated loss as a result of premature termination of the agreement.
- The Government reserves the right to terminate the agreement without assigning any reason if services of the Agency create serious adverse publicity in media and prima facie evidence emerges showing negligence of the Agency.
- At the time of termination, the Agency agrees to hand over all moveable and immovable assets to the authorized representative of the State Government on a mutually agreed date on "as is where is" basis.
- The Agency agrees that no asset will be moved out of the premises or destroyed other than consumables used during the normal course of operation of the facilities, at any time during the period from the effective date to the date of termination without the prior written approval of the State Government.
- The concessionaire agrees that the date of handing over in terms of clause 6.6 above will not be more than 15 calendar days from the date of termination.

3.18. Redressal of grievances:

The grievance related to the "Operation and management of Maa Gruha" is to be redressed at the level of CDM&PHO or District NGO Committee of the District.

3.19. Jurisdiction of Court:

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

3.20. Compliance with existing laws:

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

3.21. Right to Accept and Reject any Proposal:

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

SECTION 4 – EVALUATION OF THE PROPOSALS.

5.1 Evaluation of Technical Proposals

In the first stage, the proposal will be scrutinized on the basis of agency's fulfillment of **eligibility criteria in the prescribed checklist at ANNEXURE-B**. Only those Agencies who qualify as per the eligibility criteria, their proposal will be considered for the next stage of evaluation and Award of Marks in the checklist given below. The Agencies have to score **at least 50 or above out of total 100 marks** in order to be considered for the preparation of merit list for Maa Gruha Project.

SCORING SHEET FOR THE ASSESSMENT OF THE AGENCY

NAME OF THE AGENCY :

Name of the Block applied for :

Name of the District applied for :

Sl. No.	Areas of assessment	Maximum marks	Marks obtained	Means of Verification
Registration & Establishment: (20 marks)				
1	a) Years of existence of entities registered in Society Registration Act/Indian Trust Act. (5--10 yrs=3 marks; >10 yrs =5 marks)	5		Registration certificate
	b) Registered under 80G (if yes=2 mark; if No=0 mark)	2		80G Regd. certificate
	c) Working experience on social sector in the applied district. (on completion of minimum 3 yr of exp=5 marks, on completion of 5 yrs of exp=7.5 marks, on completion of 7 yrs of exp=10 marks)	10		MoU/Agreement
	d) Governance System (Meeting & minutes of the Executive Committee/ Governing body meeting based on bye-law & Memorandum of the society in the last financial year): (Less than 50% meeting=0 mark; 50%-75% meeting =1 mark; >75% meeting= 3 marks)	3		Proceeding/ Meeting register of GB & EB
Field Level Experience: (40 marks)				
2	a. Years of experience in implementing projects in any social development sector out of any Government Funding support. (1-3 years= 5 marks; >3 to 5 years=7 marks; > 5 years to 10 years=10 marks; > 10 years= 15 marks)	15		MoU/Agreement

Sl. No.	Areas of assessment	Maximum marks	Marks obtained	Means of Verification
	b. Years of experience in implementing projects in any social development sector out of any Private Agency Funding support. (1-3 years= 5 marks; > 3 to 5 years=7 marks ;> 5 years to 10 years=10 marks; > 10 years= 15 marks)	15		MoU/Agreement
	c. Agency having Multi-State experience in implementation of maternal & child health (MCH) projects out of any Govt. Funding support. (1-3 years= 5 marks; > 3 to 5 years=7 marks; > 5 years to 10 years=10 marks.	10		MoU/Agreement
Financial strength: (30 marks)				
3	a. Financial turn over (minimum 20 lakhs per each year in the last three FY i.e 2016-17, 2017-18 & 2018-19 as per audit report) (>20-30 lakhs =5 marks; > 30-40 lakhs=10 marks; >40-50 lakhs=15 marks; >50 lakhs=20 marks)	20		Annual Financial Statements of last 3 FY audited by a qualified CA /Audit report of last 3 FY.
	b. Fixed assets in the name of the Agency (minimum 8 lakhs assets) as per 2018-19 audit report. (>8-20 lakhs =4 marks; > 20-30 lakhs=6 marks; >30-40 lakhs=8 marks; >40 lakhs=10 marks)	10		Fixed Asset Statement of last FY duly audited by a qualified CA/ Audit report of last FY
Manpower strength: (05 marks)				
4	Agency having staff in the payroll other than Funding Project Staff. - Minimum 1 ANM=2 marks - Minimum 1 Managerial Staff (Post Graduate)=2 marks - Minimum 1 Accounts Staff = 1 mark	05		Acquaintance & HR documents.
Other Strength (Reward & Recognition): (05 marks)				
5	Agency received any National/State/District Level award by any Government /Government Institutions for significant contribution in social development Sector. (District Level=3 marks; State Level=4 marks; National level=5 marks.	05		Certificate received from any Govt./ Govt. Inst.
Total Marks		100		

NB: Only the Agencies securing at least 50 marks or more, out of 100 marks in the technical evaluation shall be shortlisted for the merit list.

Signature of the Committee members

Name	Designation	Signature

SECTION 5: RFP FORMATS AND SUBMISSION OF PROPOSALS.

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

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

Sl. No	Sequence of the Document to be submitted	Whether submitted (Y/N)	Page No.
18	Names of the Office Bearers along with their addresses (in case of Trusts and Registered Societies) / Names of the key personnel along with their addresses for Other Organizations (Document- 16)		
19	Name of the Staffs & qualification in the payroll, other than Funding Project Staff (ANM, other Managerial and Accounts Staff). (Document-17)		
20	An undertaking that the Office Bearer of the Agency has not been convicted/case pending by any court of law in India or abroad for any criminal offence. (Document- 18). To be submitted Form – T6 .		
21	A certificate that the bidder has never been "blacklisted"/ debarred from participating in any tendering process by any State Government/Central Government institutions. (Document- 19) To be submitted in Form – T7 .		
22	An undertaking that the Agency is willing to sign the service level Agreement/MoU. (Document 20). To be submitted in Form – T8 .		
23	Copy of PAN card of the Agency (Document: 21)		
24	Copy of Bank Pass Book of the Agency (Document: 22)		
25	Copy of the document relating to the presence of Agency in the State of Odisha either land & building record issued in the name of Agency/lease agreement in affidavit mode (Document: 23)		
26	Copy of the award certificate (National/State/Dist level) received from any Govt./Govt. Institutions only (Document: 24)		
27	Copy of the resolution of the competent authority in the Organization authorizing the signatory to respond to this invitation (Document 25).		

APPLICATION SCRUTINY FORMAT

NAME OF THE AGENCY :

Name of the Maa Gruha applied :

Name of the Block applied for :

Sl. No	Details of the submissions of key documents	Whether submitted (Yes/No)	Detail Remarks
Compulsory Documents			
1	Whether application is received on/by due date and by registered post/speed post/courier services?		
2	Whether all pages of proposal & documents are signed by Chief Functionary of the Agency?		
3	Whether the Agency has submitted EMD in the mode of valid Demand Draft /Banker Cheque with required amount		
4	Whether copy of the Registration Certificate of the Agency (under Society/Trust) submitted ?		
5	Whether the organization completed 5 years of registration by 30.09.2019 ?		
6	Whether the NGO completed operational of projects in the Nuapada district for last three years		
7	Whether copy of the Unique ID under NITI Ayog NGO Darpan submitted ?		
8	Whether copy of the Memorandum of Association / By-Law of the Agency submitted ?		
9	Whether copy of the Contract/MoU documents pertaining to the Agency work experience to meet the eligibility criteria submitted ?.		
10	Whether Annual Financial Statements of the last 3 years duly audited by a qualified CA (As per Form-T3) submitted ?		
11	Whether the agency is having an annual turnover per each year in the last three financial year as per eligibility criteria ?		
12	Whether Fixed Asset Statement of last Financial Year duly audited by a qualified CA (As per Form-T4) submitted ?		
13	Whether the Agency is having the fixed assets in the form of infrastructure/land/building/asset as per eligibility criteria ?		
14	Whether copy of the 12A Registration certificate submitted?		
15	Whether copy of PAN Card submitted ?		
16	Whether copy of Bank Pass Book submitted ?		
17	Whether an undertaking in the form of Affidavit that the office bearer of the Agency has not been convicted by any court of law for any criminal offence (As per Form-T6) submitted ?		

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

The supporting documents/requirements from the Sl. No. 1 to 18 are compulsory, failing which the application of the Agency shall be rejected.

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

Name & Signature of Committee members:

Name of the committee member	Designation	Full Signature

FORM – T1

(Covering Letter)

(To be furnished in the proposal)

PROPOSAL SUBMISSION FORM

(On the letterhead of the agency)

To

The Chief District Medical & Public Health Officer,
NUAPADA

Re.: RFP Reference no :**1378 (1) / DPMU/NHM/2020 Dated : 20 /04/2020**

Sub: Submission of the proposal for “Operation and Management of Maa Gruha”,
.....**(name of the Maa Gruha applied for)**

Dear Sir,

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

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

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

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Agency:

Address:

(Seal of the entity)

RFP for Operation and Management of ‘Maa Gruha’ in partnership mode.

FORM – T2

(To be furnished in the proposal)

PROFILE OF THE AGENCY

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

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

Name and Title of Signatory: _____

(Seal of the entity)

FORM -T3
ANNUAL AVERAGE TURN OVER STATEMENT

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

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

Sl.	Financial Year	Turnover in Lakhs (Rs.)
1	2016-17	
2	2017-18	
3	2018-19	
Average Annual Turnover of last three years (Rs. In lakhs)		

Date:

Signature of Chartered Accountant
(Name in Capital)

Place:

Seal

Membership No

Note:

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

FORM -T4
FIXED ASSETS STATEMENT

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

The Annual Turnover of M/s _____
For the last financial year statement is given below and certified that the statement is true and correct.

Sl.	Financial Year (last FY)	Fixed Assets value in Lakhs (Rs.)

Date:

Signature of Chartered Accountant
(Name in Capital)

Place:

Seal

Membership No

Note:

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

FORM -T5

(To be furnished in the proposal)

Details of the experience

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

Name of the assignment	Name/address of the Organization with whom the contract signed	Date of commencement of Contract	Date of completion of Contract	Duration of the Contract	Value of the Assignment (in Rs.)	Key assignments accomplished as per the contract
<i>A. Experience in implementing projects in any Social Sector out of any Govt. Funding:</i>						
<i>B. Experience in implementing projects in any Social Sector out of any Private Funding:</i>						
<i>C. Experience in implementing projects in any Social Sector in the applied district:</i>						
<i>D. Multi-State Exp. in implementing Maternal & Child Health Projects out of any Funding support:</i>						

Note: Please furnish the relevant **MoU /Agreement /Contract documents** of the works executed in support of the information mentioned above.

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

Name and Title of Signatory: _____

(Seal of the entity)

FORM -T6

(To be furnished in the proposal)

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

Affidavit

I,..... (Sole Chief Functionary of the Agency), (the names and addresses of the registered Agency) do hereby solemnly affirm and sincerely state that;

- a) I or any other office bearer on behalf of the Agency has not been convicted by any court of law in India or abroad for any criminal offence.
- b) The Agency has not been blacklisted by any Government (State or Central) Department or Agency in India, which is in force during the currency of the contract.

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

Dated thisDay of , 2019

Name of the Applicant

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

(Seal of the entity)

FORM -T7

(To be furnished in the proposal)

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

Affidavit

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

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

Dated thisDay of , 2019

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

_____ Name and Title of Signatory:

(Seal of the entity)

FORM T8

(To be furnished in the proposal)

Format for WILLINGNESS/CONSENT LETTER.

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

This is for favour of your information and necessary action.

Dated thisDay of , 2019.

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

(Seal of the entity)