

National Health Mission - Uttar Pradesh

State Health Society

State Programme Management Unit

Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow-226001

Phone : 0522-2236894,2237501,2237383

Website - www.upnrhm.gov.in

T: No:

Date:

Selection of Patient Provider Support Agency for TB Care in Private sector in the State of Uttar Pradesh.

Section I- Notice Inviting Tender

1. Mission Director , National Health Mission Uttar Pradesh (“NHMUP” or “Authority”), State Programme Management Unit (SPMU), National Health Mission, Vishal Complex, 19-A Vidhan Sabha Marg, Lucknow - 226001, Uttar Pradesh invites bid from eligible Bidders for “Selection Of Patient Provider Support Agency for TB Care in Private Sector in the State of Uttar Pradesh” as per requirements stipulated in this Bidding Documents (defined hereinafter or associated correspondences thereto).
Accordingly, the Authority has decided to carry out the bidding process (defined hereinafter) for selection of Patient Provider Support Agency (“PPSA”) for providing the service (“Service”) as specified in **Clause 2 of Section II of ITB and Annexure IX.**
2. The Blank Bidding Documents with detailed conditions can be obtained through web site <http://etender.up.nic.in> should be submitted online and documents specified in Clause 1.12 of Section II of ITB in physical hard copy in an envelope.
3. The Authority shall receive Bids pursuant to this Request For Proposal (“RFP”) in accordance with the terms set forth in this document and other documents to be provided by the Authority pursuant to this document, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 4 herein below for submission of Bids (the “**Bid Due Date**”). The Bidding Documents includes the RFP/ and Contract with its Annexures.

4. Schedule of Events (it may change in case any day is declared a holiday):

Sl.No	Particulars	Details
1	Name of Work	Selection Of “Patient Provider Support Agency” for TB Care in Private Sector in the State of Uttar Pradesh
2	Date of Publication of RFP Document	27.01.2021
3	Pre-Bid Meeting Date/Time	08.02.2021 at 3.00 pm, State Programme Management Unit (SPMU), National Health Mission, Vishal Complex, 19-A Vidhan Sabha Marg, Lucknow - 226001
4	Last Date of receiving Queries	10.02.2021 AT 06.00 PM
5	Last Date / time for receipt of Bids (Qualification and Financial Bid) including hard copy submission of Qualification Bid (Bid due date)	22.02.2021 at 04:00 PM
6	Date / Time for Opening of Qualification Bid online and Physical hard copy submission	23.02.2021 at 03:00 PM
7	Date / Time for opening of Financial Bid and Issue of Letter of Award (LoA) of Contract	Will be intimated to the qualified bidder
8	Tender Fee (Non-refundable)	INR 5,000.00/-
9	Earnest Money Deposit (EMD)	INR 24,00,000/- for each cluster
10	Contact email	stoup@rntcp.org tenderquery.nhmup@gmail.com
11	Contact no. of the person	9415027446, 0522-2971224

National Health Mission - Uttar Pradesh
Lucknow - UP

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ABBREVIATIONS

AY	Assessment Year
FY	Financial Year
CB-NAAT	Cartridge Based Nucleic Acid Amplification Test
C-DST	Culture & Drug Susceptibility Testing
DBT	Direct Benefit Transfer
DHS	District Health Society
DR-TB	Drug Resistant - Tuberculosis
DTC	District Tuberculosis Centre
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESI	Employee State Insurance
FDC	Fixed Dose Combinations
GST	Goods and Services Tax
HIV	Human Immunodeficiency Viruses
ITR	Income Tax Returns
LTBI	Latent TB Infection
LoA	Letter of Award
MDR - TB	Multi - Drug Resistant Tuberculosis
LPA	Line Probe Assay
NHM	National Health Mission
NIT	Notice Inviting Tender
NPY	Nikshay Poshan Yojana
NTEP	National TB Elimination Programme
PPM	Public Private Mix
PPSA	Patient Provider Support Agency (PPSA)
PS	Performance Security
QCBS	Quality and Cost Based Selection
RR	Rifampicin Resistant
RFP	Request For Proposal
SHS, UP	State Health Society, Uttar Pradesh
SOP	Standard Operating Procedures
STCI	Standards of TB Care in India
STO	State Tuberculosis Officer
STC	State TB Cell
TB	Tuberculosis
UIDAI	Unique Identification Authority of India
WHO	World Health Organization

Section II- Instructions to the bidder:

1. General Instructions:

Project: Selection of Patient Provider Support Agency (PPSA) for TB Care in Private Sector in the State of Uttar Pradesh

- 1.1 The Authority has adopted a single-stage two part bid process (the “**Bidding Process**”) for the selection of a Bidder for award of the said Project. A Bidder shall submit Qualification Bid (“**Qualification Bid**”) and Financial Bid (“**Financial Bid**”) on the e-Tender Portal for the purpose of meeting Minimum Eligibility Criteria.
- 1.2 The Bidding Documents shall be released on the e-tender portal i.e. <http://etender.up.nic.in> (“**e-Tender Portal**”). Any modifications / addendum / responses to queries shall be updated on the e-Tender Portal and the Bidders are requested to check the e-Tender Portal regularly for updates. The Authority shall not undertake any responsibility, if any, Bidder fails to regularly check the e-Tender Portal for addendums.

It shall be mandatory for the Bidders to get itself registered with the e-Tender Portal i.e. <http://etender.up.nic.in>, to obtain user ID and password, in order to participate in this Bidding Process.

For avoidance of doubt, it is clarified that the Bid (“**Bid**”) shall be submitted online on or before the Bid Due Date and time and hard copy of the Bid submitted in original as specified below: only at the address specified in this Clause 1.2.

*National Program Dept.,
National Health Mission - Uttar Pradesh
Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow-226001
tenderquery.nhmup@gmail.com*

The Financial Bid should be furnished as per the Financial Format online, clearly indicating the bid amount in both figures and words for each project, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. Further, for avoidance of doubt Financial Bid for the Project shall be submitted online only (not to be submitted in hardcopy). The payment by the Authority to the PPSA shall be as per the terms and conditions of this Bidding Document.

- 1.3 District wise estimated number of TB Patients in the Private sector in the first year of operation has been described below. Further the whole state has been bifurcated into two clusters as shown below in Table1:

Table-1- Annual TB Patient Target for Private Sector 2020.

SrNo	District Name	Annual Private Target 2020	SrNo	District Name	Annual Private Target 2020
Cluster I			Cluster II		
1	Ayodhya	2000	1	Azamgarh	2300
2	Bahraich	2250	2	Ballia	1650
3	Barabanki	1900	3	Basti	2400
4	Bijnor	3000	4	Banda	1650
5	Gonda	2200	5	Bulandshahar	3650
6	Hardoi	3100	6	Firozabad	2600
7	Muzaffarnagar	2700	7	Kheri	3400
8	Rae Bareli	1800	8	Lalitpur	1550
9	Rampur	2450	9	Mirzapur	2000
10	Saharanpur	4200	10	Shahjahanpur	3200
Total		25600			24400

Hereafter the word “**Project**” shall refer to Services required to be provided in the individual cluster set out herein above. A bidder may be awarded one or both clusters based on the selection criteria mentioned in clause 10.

- 1.4 A Bidder bidding individually shall not be entitled to submit another bid for the Project. In the first step, Qualification Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 10.2 of Section II of ITB and meet the Minimum Eligibility Criteria as set forth in Clause 3 of Section II of ITB of this RFP for undertaking the Project (“**Qualification Bid**”). The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Requirements (the “**Qualified Bidder(s)**”) would be opened and evaluated for the purpose of identifying the Selected Bidder for the Project.
- 1.5 As part of the Bidding Process, interested parties who fulfill the Minimum Eligibility Criteria as set forth in this RFP are being called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than **180 (one hundred and eighty) days from the Bid Due Date**.
- 1.6 Financial Bids quote sought by the Bidder for performance of Project shall comprise off fee quoted for each Patient by the Bidder (“**Fee per Patient**”) to perform the scope of work as defined in this RFP and in accordance with the terms hereof and particularly of the draft service agreement (the “**Contract**”). The fee per patient should be excluding the GST. The GST amount shall be payable as per the applicable rate.
- 1.7 The amount quoted by the Selected Bidder shall be payable subject to and in accordance with terms of the Bidding Document.
- 1.8 In this RFP, the term “**Selected Bidder**” shall mean the bidder attaining the highest score under “**Quality and Cost Based Selection**” (QCBS) method as defined in clause 10.5 (a).

- 1.9 Any queries or request for additional information concerning this RFP shall be submitted through e-mail before the last date of receiving queries. The email shall clearly bear the following identification/ title:

“Queries/Request for “Selection Of Patient Provider Support Agency for TB Care in Private Sector in the State of Uttar Pradesh”

The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format shown below:

S. No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

- 1.10 The bidder shall upload the scanned copy of the following documents with the Qualification Bid for evaluation:
- Copy of GST certificate (if Applicable) and PAN number
 - Memorandum of Association and Articles of Association or Incorporation certificate or Partnership Deed or Registration Certificate as applicable to the bidding entity.
 - If the Bidder organization/institution is an NGO, NGO-DARPAN Unique ID should be provided.
 - Scanned copy of EMD and Tender Fee with original hard copy submitted to the Authority at the procurement cell
 - Self- declaration of not being blacklisted/ debarred by any Central/Uttar Pradesh Government, or any entity controlled by it, from participating in any project, and if the bar subsists as on the date of the Bid, the Bidder would not be eligible to submit the Bid.
 - Technical Capacity of the Bidder (as per format provided in Annexure IV)
 - General information of Bidder (as per format provided in Annexure V)
 - Relevant technical qualification documents.
 - No deviation certificate that bidder will comply with conditions stipulated in the Bidding Documents
 - Planning and Operationalization Concept note as detailed in Table 2 and as per annexure VIII.

1.11 The Bidder shall also submit the physical hard copy of the following documents:

- i. Original physical hard copy of EMD (If EMD is submitted in bank guarantee as per the format provided in Annexure III or in form of Demand draft or in the form of Pledge Fixed Deposit),
- ii. Tender Fee and
- iii. Power of Attorney as per the format set forth in Annexure II, duly supported with a charter document or board resolution (for Companies) in favor of executant authorizing the signatory of the Bid to commit the Bidder.

1.12 The Bidder shall pay a non-refundable tender fee of **INR 5,000 (Rupees Five Thousand) (“Tender Fee”)**. The Bidder shall deposit an Earnest Money Deposit as per terms laid down in Clause 6 of this Section.

1.13 Any condition or qualification or any other stipulation contained in the Bid which is not complied with by the Bidder shall render the Bid liable to rejection as a non-responsive Bid. All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

1.14 The Bidders need to ensure that they strictly adhere to the conditions stipulated in this RFP while submitting the Bid. Any manipulation/non-adherence of terms and conditions if found at any stage will not only lead to termination of the Contract but will also ensure blacklisting of the firm as well as the firm being debarred from participating in any of the other tenders/ EoI of NHM UP.

2. Scope of Work:

- a. The Contract will have the following scope of work for the PPSA, Detailed scope of work is Provided in Annexure IX:
 - i. Listing, mapping and prioritization of private healthcare providers (GPs, informal providers, chemists, laboratories);
 - ii. Establishing and sustaining effective, positive relationships that are valued by the engaged private providers;
 - iii. Training of private providers as necessary, via modalities that are convenient to them;
 - iv. Ensuring timely and complete notification of confirmed private TB patients in the “Nikshay portal”, together with necessary updates as the patients proceed through the continuum of care;
 - v. Ensuring private patients’ access to National TB Elimination Program (NTEP) diagnostic services including X-ray if required, whether through private labs or those already under NTEP, including through sample transportation for improving microbiological testing;

- vi. Ensuring private patients' access to anti-TB Fixed Dose Combination (**FDC**) drugs supplied by NTEP
- vii. Ensure HIV testing, Blood Sugar Testing and Drug Susceptibility Testing (**DST**) for all patients notified from Private Sector.
- viii. Ensuring access of private patients and providers to NIKSHAY Poshon Yojana (**NPY**), incentives and other benefits for which they are eligible under NTEP;
- ix. Supporting TB patients throughout the continuum of care including Treatment Adherence support, Follow-up to ensure treatment completion.
- x. Screening of household contacts of index bacteriologically confirmed TB patients, along with treatment of TB patients identified through this process and provision of preventive therapy according to current NTEP guidelines;
- xi. Prompt and complete reporting of program achievements, challenges and lessons learned to NTEP at District level and State level;
- xii. Continuous analysis of data and experience to innovate, adjusting tactics and strategies in order to maximize performance.
- xiii. Ensure linkage of software application developed by Central and State.

b. The Contract shall have the following scope of work for the NTEP Department, DGMH:

- i. Ensure Training of PPSA staff on TB program. For clarification all the arrangement of space and expenses w.r.t to training program will be borne by the PPSA.
- ii. Send advisory to private health care providers on engagement of PPSA
- iii. Give authorization letter to agency for taking notification, support patients, linkages, details required for NPY and incentives
- iv. Anti TB Drugs will be provided for notified TB Patients as per current Treatment guidelines of NTEP.
- v. Diagnostic Services (Microscopy, CBNAAT, LPA, Culture and DST) will be provided at NTEP Laboratory according to current diagnostic guidelines of NTEP. X-Ray if required and facility not available in NTEP can be outsourced from private facility.
- vi. Regular supervision, monitoring and review of performance at STC / DGMH/DHS/DTC.
- vii. Ensure regular payment of incentives to providers and patients as per NTEP guidelines.

3. Eligibility Criteria:

3.1 Minimum Eligibility Criteria:

To be considered as having fulfilled the technical capacity criteria and be technically qualified for further consideration in terms herein, a Bidder shall be required to fulfill the following minimum technical and financial eligibility criteria (the “**Minimum Eligibility Criteria**”):

- a) A Bidder may be any legal or other entity including without limitation a company registered in India under the Indian Companies Laws or incorporated outside India under relevant laws of incorporation under country of its origin, or a society registered under Societies Registration Act, 1860 or any other Indian law for registration of societies, a registered trust

under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation.

- b) The Bidder shall have a minimum of two years of experience (both completed and ongoing projects/contracts) in Healthcare with public sector in any of the last 5 years preceding the bid due date.

Bidder shall provide following documentary evidence in order to demonstrate the “**Technical capacity**”:

- (i) Provide agreement copy/work order and/or Letter of Award and
 - (ii) client certificate and/or statutory auditor’s certificate as the case may be before demonstrating the Technical Capacity; and
- c) The Bidders should not be blacklisted/ debarred by any Central/Uttar Pradesh Government, or any entity controlled by it, from participating in any project, and the bar shall not subsists as on the date of the Bid.
- d) “**Financial Capacity**”: The Bidder should have average turnover of INR 2.00 Crores per annum in last three financial years i.e. 2017-18 to 2019-20 or in case the financial statements for 2019-20 are not available then for the financial years 2016-17 to 2018-19

The Bidder shall provide documentary evidence by way of Statutory Auditor’s /Chartered Accountant’s certificate along with Financial statement for demonstrating the Financial Capacity as specified in this Clause. Such documentary evidence shall be duly signed by the authorized signatory of Bidder.

For the purposes of this RFP, “**Turnover**” means:

- i. In case of a company or any other entity/body corporate other than society or trust: the aggregate value made from the sale, supply or distribution of goods or on account of services rendered, or both, by the entity during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.
 - ii. In case of a society or trust: gross receipts which includes donations from corporations, support from government agencies, income from activities related to the organization's mission, and income from fundraising activities, membership dues, and financial investments such as stock shares in companies.
- e) The bidders meeting the above minimum Eligibility criteria shall be called for presentation.

4. Conflict of Interest

Any Bidder found to have a conflict of interest that affects the Bidding Process (the “Conflict of Interest”) shall be disqualified and the Authority shall forfeit and appropriate the EMD or Performance Security, as the case may be. The Bidder agrees that such forfeiture and appropriation of the EMD or Performance Security (as the case may be) is (a) without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise (b) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including

consideration of such Bidder's proposal ("**Damages**"). A Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder(s), its Member or Associate is not more than 25% of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder in any of the Projects; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, al loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, al loan or subordinated debt to any other Bidder, its Member or Associate; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who is under significant influence of such Bidder (the "**Associate**") and "significant influence" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% of the total share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

5. Fraud and Corrupt Practices

The PPSA undertakes to observe the highest standard of ethics during the performance of its obligations during the Bidding Process and subsequent to the issue of the LOA and during

the subsistence of the Contract without indulging in any corrupt, fraudulent, undesirable, restrictive or coercive practices. The Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or PPSA, as the case may be, if it determines that the Bidder or PPSA has, directly or indirectly or through an agent indulged in any such practices. The Authority shall also forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. A bidder or PPSA who is found to have indulged in any such practices shall not be eligible to participate in any tender or RFP issued by the Authority for a period of 2 (two) years from such date.

For the purposes of this provision, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. Earnest Money Deposit

- 6.1 The Qualification Bid should be accompanied by Earnest Money Deposit (EMD) for an amount equivalent to INR 24,00,000 (Rupees Twenty Four Lakhs) (the “EMD”) in the form of Pledge Fixed Deposit/ Bank Guarantee (as per the format provided in Annexure-III for BG only) from any Schedule Commercial Bank in India in favor of **“State Health Society of Uttar Pradesh”** payable at Lucknow. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized/ scheduled bank in India is required. For the avoidance of doubt, “Scheduled Bank” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 6.2 The EMD shall be interest free.
- 6.3 The validity period of the EMD shall not be less than 225 (Two Hundred Twenty-Five) days from the Bid Submission Due Date, and may be extended as may be mutually agreed

between the Authority and Bidder from time to time. For demand draft the validity should be renewed by the bidder at the end of its expiry so that the validity remains valid for 225 days from the Bid Submission Due Date.

- 6.4 Bids submitted without EMD shall be rejected.
- 6.5 The EMD shall be refundable not later than 225 (Two Hundred Twenty-Five) days from the Bid Due Date. The EMD of unsuccessful bidder will be returned to them without any interest. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of Contract.
- 6.6 The Authority shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in Clause 6.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on EMD shall be given to any Bidder.
- 6.7 The EMD shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract, or otherwise, under the following conditions:
 - (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (b) If a Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect during the period of bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - (c) If comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged
 - (d) In the case of Selected Bidder(s), if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Contract; or
 - (iii) to furnish the Performance Security within the period prescribed thereof in the Contract;
 - (e) In case the Selected Bidder(s), having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.
- 6.8 Further, if it is found, after the execution of the Contract and during the period of subsistence thereof, that one or more of the Minimum Eligibility Criteria have not been met by the Selected Bidder(s) or that the Selected Bidder(s) has made material misrepresentation or has given any materially incorrect or false information, the Selected Bidder(s) shall be disqualified forthwith if not yet appointed as the PPSA(s) either by issue of the LOA or entering into of the Contracts, and if the Selected Bidder(s) has already been issued the LOA or has entered into the Contracts, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bidding Document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder(s), without the Authority being liable in any manner whatsoever to the Selected Bidder(s) or PPSA(s), as the case may be. In such an event, the Authority shall forfeit and appropriate the EMD or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority
- 6.9 The EMD of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of **60 (sixty) days** from the date of intimating the rejection of the proposal by Authority to the Bidder.

7. Contract Period and Contract Signing:

- a. The Term shall be valid for a maximum period of 3 (three) years from the date of signing of the contract, subject to annual performance review and based on the requirements, availability of resources and funds under National Health Mission (NHM) and satisfactory performance of work done by the agency and any other conditions mutually agreed by the agency, and NHM-Uttar Pradesh. Any extension shall not be the right of the agency / bidder. Any award or renewal of the Contract pursuant to this RFP shall be subject to the terms of this Bidding Documents..
- b. The TB patient estimate for the subsequent years will be increased by 10% every year and accordingly the PPSA will be communicated at the beginning of the subsequent year(s).
- c. The rates for the subsequent years shall remain same for the entire duration of the contract.

8. Amendment of RFP

- 8.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of a Corrigendum.
- 8.2 Any amendment issued hereunder shall be posted/ uploaded on the e-Tender Portal or website <http://etender.up.nic.in> through corrigendum and shall form an integral part of the Bidding Documents. The relevant clauses of the Bidding Documents shall be treated as amended accordingly, in terms of corrigendum/corrigenda. It shall be sole responsibility of the Bidders to check the e-Tender Portal from time to time for any such amendments. The Authority shall not be responsible for any negligence on part of the Bidder.
- 8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date

9. Rejection of Bids

- 9.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 9.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the bidding process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 9.3 The Authority reserves the right to reject any Bid and appropriate the EMD if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the selected Bidder gets disqualified / rejected, then the Authority

reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 9.4 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the PPSA either by issue of the LOA or entering into of the Contract, and if the Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Supplier, as the case may be. In such an event, the Authority shall forfeit and appropriate the EMD or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

10. Bid Evaluation

- 10.1 The tender committee of the Authority will undertake evaluation of the Qualification Bid and Financial Bid as per procedure set out in this RFP. For avoidance of doubt, the Financial Bid shall only be submitted online on the e-Tender Portal. Any physical submission of the Financial Bid shall lead to the Bid of the Bidder being rejected. The Bidders shall upload scanned copy of the Financial Bid as per the format prescribed in Annexure I.
- 10.2 As part of the evaluation of Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the Bidding Documents. A Bid shall be considered responsive only if:
- a. it is received by the Authority on or before the specified time on the Bid Due Date;
 - b. it is accompanied by the Tender Fee or the receipt of payment of Tender Fee, as the case may be
 - c. it is accompanied by the EMD as specified in Clause 6;
 - d. it is accompanied by the Power of Attorney as specified in Clause 1.12 (ii) of Section II of ITB.
 - e. it does not contain any condition or qualification;
 - f. it contains all the information and documents (complete in all respects) as requested in this RFP and in the formats specified herein;
 - g. it is not non-responsive in terms hereof.
- 10.3 All the Bids submitted will be scrutinized to assess the responsiveness in terms of Clause 10.2 Section II of ITB and fulfilling the Minimum Eligibility Criteria as set forth in Clause 3 of Section II of ITB shall be declared as the Responsive Bidder(s). Further technical bids will be scored as per the below mentioned criteria in Table 2:
- a) All the below mentioned criteria/project shall be carried with Public Sector only and if the bidder meets more than one criteria in any of the below mentioned conditions, maximum marks in that category will be considered.

10.4 Evaluation of Financial Bid

- a) Financial bid of only those bidders will be considered who score minimum 70 points out of 100 in the technical bid.
- b) The Financial Bids of technically qualified/responsive bidders will be opened on the prescribed date in the presence of bidder representatives.
- c) For financial evaluation, the fee per patient indicated in the Financial Bid shall be considered. Any conditional bid, deviating from the bid conditions, will be rejected.
- d) The price quoted shall be firm and shall be mentioned online as per Financial bid format

10.5 Combined and Final Evaluation

- a) Bids will finally be ranked according to their combined technical (T_b) and financial (C_b) scores as follows: $B_b = (0.7) * T_b + (0.3) * (C_{min} / C_b * 100)$

Where,

B_b = overall combined score of bidder under consideration (calculated up to two decimal points)

T_b = Technical score of the bidder under consideration

C_b = Financial bid value of the bidder under consideration

C_{min} = Lowest financial bid value among the financial proposals under consideration

- b) The Selected Bidder shall be the Bidder having the highest combined score in each cluster
- c) Qualified Bidders shall be ranked on the basis of their combined score of each cluster as per Clause 10.5 (a).
- d) The bidder may quote for one cluster or both clusters. H1 for a cluster will be calculated based on the overall combined score as defined 10.5 (a) above. If the bidder happens to be H1 in two clusters, then a choice would be given to the bidder to select the cluster. For the other cluster H2 agency will be given offer to work at a rate offered by the agency, or H1's rate whichever is less. If H2 refuses, H3 agency will be given offer to work at a rate offered by the agency, or H1's rate whichever is less. If H3 also refuses, H1 bidder may be asked to execute the work at the quoted rate for the remaining division(s) also.

10.6 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

10.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Contract. The Selected Bidder shall not be entitled to seek any deviation in the Contract.

10.8 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

TECHNICAL PROPOSAL WEIGHTAGE - 70%			
Criteria	Description	Max Marks	Scoring pattern
Organizational Capacity (in the last 5 years only)	Disease Area Expertise related to the projects previously worked (ongoing for 6 months at least or completed)	20	TB - 20 points;
			HIV/Leprosy/VBD - 15 points;
			National Health Programs – 10 points;
			No expertise - 0 points
	Type of projects previously worked in Patient Engagement/service delivery, Active Case Finding (ACF), Health System Strengthening, supply chain, Community Strengthening and Support, Private sector engagement	20	Patient Engagement & Private Sector Engagement - 20 points;
			Patient engagement or Private Sector engagement- 15 points;
			Health System Strengthening and other National Health Programs- 10 points
			No expertise - 0 points
	Previous relevant experience on Undertaking assignment in UP and other state.	10	Uttar Pradesh State – 10 points;
			Other State - 5 points
	Size (in terms of average Total Annual turnover/receipts of the organization as defined in the mandatory criteria) in Rs.	20	More than 10 cr – 20 points;
			>=8cr but less than 10 cr - 15 points;
			>=5 cr but less than 8cr -10 point;
			>=2 cr but less than 5 cr– 5 points
Planning and Operationalization- Concept Note And presentation	Adequacy, quality, and operational feasibility of the proposed methodology and work plan in responding to the Scope of work, staffing pattern and Hiring Plan Timelines of the project roll-out Creativity and Innovation	30	Based on Presentation
Total Marks		100	

11. Clarifications

11.1 Bidders requiring any clarification on the RFP including the RFP may notify the Authority by e-mail. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 4 of Section I. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses without identifying the source of queries will be uploaded on the e-tendering portal by the Authority. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders and such clarification shall be deemed to part of this RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

- 11.2 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 11.3 If a Bidder does not provide clarifications sought under this clause within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

12. Pre-Bid Conference

- 12.1 Pre-bid conferences of the Bidders shall be convened on the date mentioned in Clause 4 of Section I of this RFP, at the designated date, time and place. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 12.2 During the course of pre-bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

13. Miscellaneous

- 13.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 13.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
 - (c) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

14. Performance Security

The PPSA shall as security for the due and faithful performance and discharge of all its Service related obligations set out in terms of this Agreement, procure and furnish to the Authority a Performance Security, in the form of a bank guarantee from a scheduled commercial bank in India in favor of “**State Health Society of Uttar Pradesh**” for an amount equivalent to 10% of the contract value for the first year. The performance security for the subsequent year will be revised based on the prevailing fee per patient (considering escalation over the first-year fee per patient) and Estimated target for that year.

Contract Value= Quoted fee per patient x Estimated Target as per clause 1.4 of Section II of ITB for each cluster.

PPSA shall annually renew the performance security amount or furnish fresh security amount to match the performance security value for the year in consideration.

The PPSA shall provide such Performance Security within 15 (fifteen) days from the date of execution of this Agreement, failing which the EMD may be forfeited and the Contract may be cancelled. Such Performance Security shall be in the form set forth in Annexure VI hereto. Until such time the Performance Security is provided by the PPSA pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the PPSA. No interest shall be payable by the Authority against the Performance Security;

- 14.1 Upon occurrence of a PPSA Default (hereinafter defined), the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such PPSA Default. Upon such encashment and appropriation from the Performance Security, the PPSA shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security by the Authority, provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with Clause 21 of this Section. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the PPSA shall be entitled to an additional Cure Period (hereinafter defined) of 30 (thirty) days for remedying the PPSA Default, and in the event of the PPSA not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Liquidated Damages, and to terminate this Agreement in accordance with Clause 21 of this Section.
- 14.2 The Performance Security shall remain in force and effect for the entire Term and subject to Clause 14.1 above, shall be released after 60 (sixty) days of expiry of the Contract by efflux of time or upon termination in accordance with the Agreement.

15. Validity of Bids

The bid should be valid for a period of 6 Months (Bid Validity Period) from the Bid Submission Due Date. The EMD shall be forfeited:

- i. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder in the RFP, or;
- ii. In case of a successful Bidder, if the Bidder denies to accept the work. In such case H2 will be awarded the work and so on.

16. Decision Taken

The decision taken by the Mission Director, National Health Mission-Uttar Pradesh, in the process of Proposal evaluation will be full and final and binding on all the bidders.

17. Payment Schedule:

The payment schedule will be as follows: -

- a. The District Health society through TB control program will pay the PPSA on monthly invoice. The PPSA will submit the invoice to the District Health Society-TB control program at the end of each month for the private sector TB patients in the preceding month. The payment will be made within 15 days of submission of the invoice. The invoice will be subsequently verified and any deductions required due to non-performance will be made from the next invoice. The invoice will be verified as per the verification process mentioned below in clause 17 (b) (point (ii) and (iii) of Section II of ITB of this RFP.
- b. Payment Mechanism and verification process:
 - i. Payment will be based on number of TB patients notified, validated bank account details, DST Results, HIV and DM testing, X ray, treatment outcome reported in NIKSHAY Portal. The payment will be done based on milestones as defined in Table 3 below:

Table 3: Payment Milestones.

Payment amount (% of the quoted value)	Milestone Indicators	Performance Indicator
25%	Number of TB patients notified	For achievements above 80% of TB notification targets, complete 25% of the payment amount (linked to the milestone indicator) would be paid. For any achievement below 80%, the payment will be made on pro-rata basis.
15%	Validated bank account details out of the notified TB patients	For achievements above 70% of validated bank accounts out of the notified TB patients, complete 15% of the payment amount (linked to the milestone indicator) would be paid. For any achievement below 70%, the payment will be made on pro-rata basis.
15%	DST out of the notified TB patients	For achievements above 80% for DST out of the notified TB patients, complete 15% of the payment amount (linked to the milestone indicator) would be paid. For any achievement below 80%, the payment will be made on pro-rata basis.
15%	HIV and DM Testing & X Ray out of notified TB patients	For achievements above 80% for HIV & DM testing & X ray out of the notified TB patients, complete 15% of the payment amount (linked to the milestone indicator) would be paid.

Payment amount (% of the quoted value)	Milestone Indicators	Performance Indicator
		For any achievement below 80%, the payment will be made on pro-rata basis.
30%	Successful Outcomes out of the notified TB patients subject to completion of validated bank account, DST, HIV, DM Testing & X ray	For achievements above 80% for successful outcomes out of the notified TB patients, complete 30% of the payment amount (linked to the milestone indicator) would be paid. For any achievement below 80%, the payment will be made on pro-rata basis. For any patient with successful outcome but any of the other action (such as validated bank account, DST, HIV & DM testing, X Ray) pending, no payment associated with the successful outcome would be paid for that patient.

Sno	Parameters	Weightage	Targets	
1	Notification	25%	80%	Of the private sector target
2	Bank account details	15%	70%	Of the patients notified
3	DST	15%	80%	Of the patients notified
4	HIV + DM + X Ray	15%	80%	Of the patients notified
5	Outcome	30%	80%	Of the patients notified

- ii. Payment Schedule and Sub Clause C, Payment Mechanism and verification process, point (ii) Periodic verification by patient interview (including physical verification) and record review for 10% of patients for TB notification, DST, Bank Account, HIV& DM & X ray and 10% for successful treatment outcome indicator.
 - iii. For each case of ineligible claim identified during the verification process, a penalty of 2 times the quoted “fee per patient” will be deducted from the invoice. Any performance related payments, shall be adjusted in the next invoice. The prices/rates quoted in the financial bid, shall remain same for the entire duration of the contract.
- c. The Payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.

18. Force Majeure

18.1 “Force Majeure” or “Force Majeure Event” means the occurrence of any event which (i) is beyond the reasonable control of the PPSA, and (ii) the PPSA could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the PPSA, such that it affects the performance by the PPSA of its obligations under this Contract. Such events may include, but are not limited to, wars or revolutions, fires, epidemics, act of God, natural calamities, quarantine restrictions, strikes/ boycotts, Expropriation or compulsory acquisition in national interest of any rights of the PPSA and unlawful revocation of, or refusal to renew or grant without

valid cause, any clearance, license, permit etc. which is required by the PPSA to perform its obligations under this Contract.

18.2 Upon the occurrence of a Force Majeure Event, the PPSA shall forthwith notify the Authority within 48 hours after it knew, or when it ought to have reasonably known, of its occurrence and shall provide the requisite information sought by the Authority from time to time regarding it. The PPSA shall not be liable for any delay or failure in performance of its obligations under the Contract which is the result of an event of Force Majeure. If a Force Majeure Event subsists for a period of 180 days or more within a continuous period of 365 days, the Authority may in its discretion terminate this Contract by issuing a termination notice to the PPSA without being liable in any manner whatsoever. No payment shall be due and payable by the PPSA to the Authority in case of termination of this Contract due to any Force Majeure Event; provided however that the Authority shall return the Performance Security to the PPSA within 30 days of such force majeure termination and shall pay any outstanding Test Fee due and payable for the Services rendered by it till date of termination due to Force Majeure Event after deducting any outstanding amount due and payable by the PPSA to the Authority under the provisions of this Contract.

19. Representation and Warranties

19.1 Each Party to the Contract represents and warrants that:

- a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration and that it has full power, financial capacity and authority to execute, deliver and perform its obligations under this Contract;
- b. it has taken all necessary corporate and other action under all applicable laws and its constitutional documents to authorize the execution, delivery and performance of this Contract and it has complied with all applicable laws;
- c. This Contract constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the PPSA under this Contract or which individually or in the aggregate may result in any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Contract;
- e. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any adverse effect or impairment of the PPSA's ability to perform its obligations and duties under this Contract;

19.2 Additionally, the Authority also gives the following specific representations and warranties:

- a. all information provided by it in the Bidding Documents and invitation to bid in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;
- b. upon the PPSA performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the PPSA, except in accordance with this Contract.

19.3 The PPSA also gives the following specific representations and warranties:

- a. all the information furnished in the Bid is, and shall be, true and correct and the balance sheet and profit and loss account of the PPSA for its every accounting year furnished to the Authority shall give true and fair view of the affairs of the PPSA;
- b. the execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under or any covenant, contract, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;
- c. It has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have adverse effect on its financial condition or its ability to perform its obligations and duties under this Contract;
- d. No representation or warranty by the PPSA contained herein or in any other document furnished by it to the Authority, or to any Governmental Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- e. it warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the PPSA, to any person by way of fees, commission or otherwise for securing or entering into this Contract or for influencing or attempting to influence any officer or employee of Authority in connection therewith;
- f. it shall duly renew and maintain Performance Security at all times up till 6 (six) months after the expiry of the term of the Contract in full force and effect in accordance with the provisions of this Contract; and
- g. it shall observe the highest standard of ethics during the performance of its obligations under this Contract without indulging in any corrupt, fraudulent, collusive or coercive practices.

20. Governing Law

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

21. Termination

21.1 PPSA Default

- a. Save as otherwise provided in this Contract, in the event that any of the defaults specified below shall have occurred, and the PPSA does not rectify the default within a Cure Period

("Cure Period") of 30(thirty) days, the PPSA shall be deemed to be in default of this Contract (a "**PPSA Default**"), unless the default has occurred solely as a result of any breach of this Contract.

- b. the Performance Security has been encashed and appropriated and the PPSA fails to replenish or provide fresh Performance Security within a Cure Period of 30 days;
- c. subsequent to the replenishment or furnishing of fresh Performance Security, the PPSA fails to cure, within a Cure Period of 15 (fifteen) days, the PPSA Default for which whole or part of the Performance Security was initially appropriated;
- d. the PPSA is in material breach of its obligations and / or Scope of Services as laid down in this Contract;
- e. the PPSA abandons or manifests intention to abandon the maintenance of the Project without the prior written consent of the Authority;
- f. the PPSA is adjudged bankrupt or insolvent;
- g. the PPSA has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- h. any representation or warranty of the PPSA herein contained which is, as of the date hereof, found to be materially false or the PPSA is at any time hereafter found to be in breach thereof;
- i. the PPSA has failed to fulfill any obligation, for which failure termination has been specified in this Contract;
- j. the PPSA repudiates this Contract or otherwise takes any action or evidences or conveys an intention not to be bound by the Contract;
- k. if the PPSA, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- l. if, as the result of Force Majeure, the PPSA is unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- m. if the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- n. if the PPSA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 21.4.2 hereof

21.2 Termination Notice:

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

21.3 Termination Payment

- a. Upon Termination on account of a PPSA Default during the contract term, the Authority shall be entitled to terminate this Contract and forfeit the Performance Security of the PPSA. In such event, the PPSA shall only be entitled to unpaid fee per patient on a proportionate basis for the Services rendered in accordance with the

term hereof prior to Termination Date after deducting any outstanding amount due and payable by the PPSA to the Authority under the provisions of this Contract. The Authority shall not make any other payment.

- b. Upon Termination on account of Authority Default, the Authority shall return the Performance Security to the PPSA and shall pay the unpaid and due Test Fee on a proportionate basis for the Services rendered in accordance with term hereof prior to Termination Date after deducting any outstanding amount due and payable by the PPSA to the Authority under the provisions of the Contract.

21.4 Dispute Resolution

21.4.1 Amicable Settlement

- a. The Parties agree that early resolution of disputes is crucial for a smooth execution of the Contract. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation;
- b. Any dispute between the Parties as to matters arising under or out of or in relation to this Contract (including its interpretation) between the Parties that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Clause 21.4.2 below.

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

- a. Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, which could not be settled amicably, shall be settled by arbitration in accordance with the Arbitration Act.
- b. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator appointed mutually by Parties in accordance with the Arbitration Act.
- c. Arbitration shall be conducted subject to and in accordance with Arbitration Act.
- d. The language of the arbitration shall be English.
- e. The seat of Arbitration shall be Lucknow.
- f. The arbitrator shall make a reasoned award (the "**Award**"). Any Award made in any arbitration shall be final and binding on the Parties as from the date it is made, and the PPSA and the Authority agree and undertake to carry out such Award without delay.
- g. The PPSA and the Authority agree that an Award may be enforced against the PPSA and/or the Authority, as the case may be, and their respective assets wherever situated.
- h. This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

22. Indemnity

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

23. Notices

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

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

Annexure – I

BID LETTER –COVERING LETTER [On the Letter head of the Bidder]

To,

The Mission Director (NHM)
National Health Mission,
State Programme Management Unit (SPMU),
Vishal Complex, 16-A Vidhan Sabha Marg,
Lucknow -226001

Date:

Re: Tender for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National TB Elimination Program (NTEP) program in 20 districts in the state of Uttar Pradesh.

Dear Sir / Madam,

I/We, the undersigned, offer for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National TB Elimination Program (NTEP) program in 20 districts in the state of Uttar Pradesh, in the cluster(s).....<Mention the name of the cluster(s)>, in accordance with your Request for Proposal vide Ref Nodated I/We are hereby submitting our Proposal of the Financial Bid to perform the services comprising **Fee per Patient** in respect thereof for the financial format given on **Annexure XIII**.

We are submitting our proposal in our own individual capacity without entering into any association / as a Joint Venture. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the NHM-Uttar Pradesh, may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of NHM-Uttar Pradesh to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to NHM-Uttar Pradesh any additional information it may find necessary or require supplementing or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

We declare that:

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by NHM-Uttar Pradesh;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in

- respect of any tender or request for proposal issued by or any contract entered into with NHM-Uttar Pradesh or any other public-sector enterprise or any government, Central or State; and
- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.
 - e. We certify that in this regard that we have not been convicted by a court of law.
 - f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NHM-Uttar Pradesh and / or the Government of Uttar Pradesh in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
 - g. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
 - h. We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
 - i. A Power of Attorney (PoA) in favor of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
 - j. In the event of my/our being selected, I/We agree to enter into a contract for the project awarded to us by the NHM-Uttar Pradesh.
 - k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

ANNEXURE- II

POWER OF ATTORNEY

(On Non – judicial stamp paper of Rs.1000/- duly attested by notary public)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **Selection Of Patient Provider Support Agency for TB Care in Private Sector in the State of Uttar Pradesh** proposed by Mission Director, National Health Mission, Lucknow, Uttar Pradesh (the “**Authority**”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to arising out of our bid for the Services and/or upon award thereof to us and/or till the entering into of the Contract with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For

.....

(Signature)

Witnesses:
(Name, Title and Address)

1.

2.

[Notarised]

Accepted

.....

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure , if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the bidder/agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney(PoA).

ANNEXURE-III

Format for EMD (Bank Guarantee)

(To be executed on Stamp paper of appropriate value in accordance with the Stamp Act)

B.G. No.

Dated:

To,
The Mission Director (NHM)
National Health Mission,
State Programme Management Unit (SPMU),
Vishal Complex, 16-A Vidhan Sabha Marg,
Lucknow -226001

1. In consideration of you, Mission Director (NHM), National Health Mission, having its office at Lucknow, Uttar Pradesh (hereinafter referred to as the **“Authority”**, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ {a Company registered under the provisions of the Companies Act, 1956/2013 and having its registered office at _____

(hereinafter referred to as the **“Bidder”** which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for **“Selection Of Patient Provider Support Agency for TB Care in Private Sector in the State of Uttar Pradesh”** (hereinafter referred to as the **“Services”**) pursuant to the RFP Document dated *****

issued in respect of the Services to be rendered for the project (**“Project”**) and other related documents (hereinafter collectively referred to as **“RFP”**), we [Name of the Bank] having our registered office at *[insert address of registered office]* and one of its branches at *[insert branch address in Lucknow]* (hereinafter referred to as the **“Bank”**), at the request of the Bidder, do hereby of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupeesonly) as Earnest Money Deposit (hereinafter referred to as the **“EMD”**) encashable/ payable at any of our branches including our *[insert branch address in Lucknow]* branch at Lucknow as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.

a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions

contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).

- b) This Guarantee shall be irrevocable and remain in full force for a period of 225 (two hundred and twenty-five) days from the Bid Due Date inclusive of a claim period of 225 (two hundred and twenty-five) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said RFP, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to our branch [*insert branch address*] at Lucknow and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- h) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE-IV

Technical Capacity of Bidder *(Refer to Clause 3.1 (b) of the RFP)*

Form 1: Summary of experience in Public Health

S.No	Place of the Contract	Name of the client Contact details (email id and Phone number)	Year of commencement of the services of conducting Test pursuant to the order/contract	Year of end of contract (if any)	Disease area (TB/HIV/Leprosy/VBD / Others)	Type of Project Patient Engagement & Private Sector Engagement OR Patient or Private Engagement Or Health System Strengthening Or Others National Programs

Additional sheets may be attached in the above-mentioned formats if necessary

(i) *As defined in the minimum technical eligibility criteria Clause No: 3.1 (b)*

ANNEXURE V

General Information of Bidder

1.
 - a) Name and full address of the organization:
 - b) Country of incorporation:
 - c) Address of the { corporate headquarters and its branch office(s)/ registered office }, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
 - e) Telephone number /s:
 - f) Fax number / s:
 - g) email address (official):
 - h) Website of the organization:
2. Brief description of the {Company/limited liability partnership/sole proprietorship/trust/society} including details of its main lines of business and proposed role and responsibilities:
3. Annual turn over of the Organization (in crores)
 - FY 2017-18:
 - FY2018-19:
 - FY2019-20:
4. Income Tax Registration Number (PAN)
5. Goods and Services Tax (GSTIN):
6. Type of Organization (Company / Society / Trust / etc):
7. Registered in Planning Commission Portal for NGOs (DARPAN Portal) mention ID:
8. Has the organization blacklisted by any state or central government entity or any of its undertakings
9. Details of individual(s) who will serve as the point of contact/ communication for the Authority in Uttar Pradesh:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

10. Particulars of the Authorized Signatory of the Bidder for Uttar Pradesh:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

(Authorized Signatory)

Name: _____

Designation & Authority: _____

Place: _____

Date: _____

Stamp: _____

Annexure-VI

PERFORMANCE SECURITY

BANK GUARANTEE FOR PERFORMANCE SECURITY

[To be stamped in accordance with Stamp Act,]

The,

.....

.....

WHEREAS:

- (A) (the“**PPSA**”) and the,
(the“**Authority**”) have entered into a service agreement dated (the “**Contract**”) whereby the Authority has agreed to the PPSA to render the Services in respect of Project subject to and in accordance with the provisions of the Contract.
- (B) The Contract requires the PPSA to furnish a Performance Security to the Authority in a sum of Rs. (Rupees) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Contract, during the Term (as defined in the RFP/Contract).
- (C) We, through our Branch atLucknow (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the PPSA’s obligations, under and in accordance with the provisions of the Contract, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the PPSA, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of in the Authority, that the PPSA has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive,

final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the PPSA is in default in due and faithful performance of its obligations during the Term under the Contract and its decision that the PPSA is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the PPSA, or any Dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the PPSA for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the PPSA and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the PPSA before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the PPSA contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the PPSA, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the PPSA or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the PPSA under the Contract.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for days during the Term and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of Days as mentioned in the Service Contract or until it is released earlier by the Authority pursuant to the provisions of the Contract.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

Annexure VII

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/ JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal]

You are suggested to present your Technical Proposal divided into the following three chapters:

- a) **Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b. **Program Management and Work Plan**. The Agency should **propose and justify** the main activities of the Assignment/ job, their content and duration, phasing and interrelations, milestones (including interim approvals by **Authority**), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Work and ability to translate them into a feasible working plan. A list of the final documents, including reports, and tables to be delivered as final output, should be included here.
- c. **Organization and Staffing**. The Agency should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

Annexure VIII

Format for Contract

This service agreement (hereinafter referred to as the “**Contract**”) is made at [●], on this the [●] day, of [●], [*insert year*]:

By & Between

[]with its office at [●] (herein after referred to as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include any successors-in-office and permitted assigns) of **ONE PART**; and

And

[**NAME OF THE PPSA**], an *agency incorporated* under the Companies Act 1956/2013 or incorporated outside India under relevant laws of incorporation under country of its origin, or a society registered under Societies Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation and having its registered office at [**] (hereinafter referred to as the “**PPSA**”, which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

Whereas:

- a. The Authority had resolved for **Selection of Patient Provider Support Agency for TB Care in Private Sector in the State of (“Services”)** as per requirements stipulated in RFP or associated correspondences thereto (“**Project**”);
- b. The Authority had accordingly, vide RFP document bearing number [●] and dated [*] invited Bids from eligible entities, with a view to procure Services. M/s [●], in response to the said RFP submitted its Bid, which pursuant to evaluation in accordance with and subject to terms thereof, was determined as the Selected Bidder for rendering Services in respect of Project, and, accordingly, issued Letter of Award dated Project to the Service Provide to provide Services in respect of Project, subject to and in accordance with terms thereof and more particularly terms and conditions of this Contract.
- c. The PPSA, having represented to the Authority that it has the required professional skills, and personnel and technical and financial resources & expertise, has agreed to provide the Services on the terms and conditions set forth in this Contract.
- d. The Authority has accordingly agreed to enter into this Contract for implementation of the Project, subject to and on the terms and conditions set forth hereinafter.

“**Authority**” and “**PPSA**” are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Contract, viz.:
 - a. **RFP (Instruction to Bidders and Terms and Conditions stipulated in RFP);**
 - b. **the Scope of the Work/ Service in Clause 2 of Section II of ITB of the RFP;**
 - c. **Authority's Letter of Award.**

2. Effectiveness of the Contract

Subject to and in accordance with the provisions of this Contract, the Applicable Laws, Good Industry Practice, the Authority hereby grants to the PPSA, and the PPSA hereby accepts the right and authority to provide the Services during the subsistence of this Contract for a period specified in Clause 7 of Section II of ITB of the RFP. Unless an early termination occurs in accordance with Clause 21 of the RFP. The Term shall commence from the Effective Date i.e. signing of the Contract. The PPSA will start the services within 30 days from the signing of the contract. Failure to do so from 31st day onwards the successful bidder will be levied penalty of INR 2,000 per day per district for each day of delay.

3. Expiration of Contract

Unless terminated earlier pursuant to Clause 21 of Section II of ITB hereof, this Contract shall expire at the completion of the Term, as is enumerated and specified in Clause 7 of Section II of ITB of the RFP.

4. Payment Terms

In consideration of the services provided by the PPSA as per the Scope of Services enumerated in RFP, the Authority shall pay to the PPSA the "Fee per Test" as per the payment schedule and terms and conditions stipulated in Clause 17 of Section II of ITB of the RFP.

5. Performance Security

The PPSA shall furnish the performance security ("**Performance Security**") in the form of bank guarantee as per the terms and conditions stipulated in Clause 14 of Section II of ITB of the RFP and format provided in Annexure VI of the RFP.

6. Confidentiality

Except with the prior written consent of the Authority, the PPSA and the Personnel shall not at any time communicate to any person or entity any Confidential Information acquired in the course of the Services.

7. Severability

If for any reason whatever, any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Contract or otherwise.

8. Modification and Variation

Any modification or variation of the terms and conditions of this Contract by the Authority for remedying any unforeseen adverse circumstances/events, including any modification or variation of the scope of the Services, can only be made by written agreement between the Parties.

9. Intellectual property rights

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

10. Relation between the Parties

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

11. Counterparts

This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original.

(Signature, name and address of authorized official)

For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the PPSA's executive duly authorised to sign on behalf of the Provider)

For and on behalf of _____

(Name and address of the Provider)

(Seal of the PPSA)

Date: _____

Place:

—

Annexure IX

Scope of Work

1. With an aim of increasing notification of TB patients, seeking care in the private health sector and for ensuring successful treatment outcomes, the agency/bidder shall be working as an interface agency between the State NTEP department (NHM-Uttar Pradesh, State TB Cell and District Tuberculosis Centre(DTC)) and the private healthcare ecosystem in each of the district(s). It shall be taking care of all the patients in the private sector with notification, public health action, Nikshay Poshan Yojna-NPY, linkages of service and treatment support, and shall be providing services like adherence management, free diagnostics and drugs and support services like counseling till the end of the treatment.
2. Under no circumstances, shall any payment be charged from the TB patients by the agency/bidder.
3. **Empanelment of private healthcare providers, chemists/pharmacies and laboratories.**
 - 3.1 The agency/bidder shall be conducting a landscape analysis of private health care providers in each of the district(s) of the concerned cluster. The agency will undertake analysis on who, where and how private providers are involved in TB care cascade. This include all types of providers – private clinics, hospitals, AYUSH, informal providers, pharmacies, and laboratories. The agency will review existing data, gathering insights by interviewing professional associations, pharmacies, laboratories, patient support group, if any, NGOs working in the area. H1 register may also help identify key providers. Based on information gathered, reviews and interviews, identified key or priority providers shall be targeted for engagement under NTEP.
 - 3.2 The agency/bidder shall be taking a comprehensive approach of group influence and repetitive one-to-one personal communication with private healthcare providers for engaging them for notification and referral initially, and for linkages of services, and patient support later under NTEP. Since, health care establishment engagement is a continuous process, the agency/bidder shall sustain the relationship and build rapport, to encourage, pursue and ensure standards for TB care are followed in their clinical practice, and to provide regular feedback to private healthcare providers on notification and standards for care parameters.
 - 3.3 The agency/bidder shall be providing information materials like latest guidelines, Standard Operating Procedures (SOPs), information on process of notification and linkages, patient benefits to all the private sector providers and also training, sensitizing and assisting private providers on procedure for notification and linkages.
 - 3.4 For HIV testing, drug susceptibility testing and Drug Resistant (DR)-TB treatment, contact investigation, chemoprophylaxis, adherence support, NIKSHAY Poshan Yojana and treatment outcome reporting, the agency/bidder shall sensitize all empanelled private health establishment (providers, chemist and labs), and not only update them about latest standards and guidelines but also advocate to prescribe and support these public health actions by giving complete and correct information to TB patients.
 - 3.4.1 The agency/bidder, shall register private sector providers on NIKSHAY and facilitate generation of NIKSHAY ID (if not already registered on NIKSHAY) for each private provider/healthcare facility. The ID and password shall be used by the provider to notify the TB cases, as well as updation of the patient follow-up, FDC prescriptions etc.
 - 3.4.2 The agency/bidder shall encourage, advocate and facilitate notification of TB patients in NIKSHAY directly by the providers. The agency/bidder shall be training and handholding private health establishment on notification of TB patients on NIKSHAY in prescribed format with complete information.

The agency/bidder may train the health establishment to notify through NIKSHAY Sampark/Call Centre on the Toll Free No. 1800 11 6666. Where ever required, notification will be supported by the agency/bidder itself in NIKSHAY. Irrespective of whatsoever, it shall be the responsibility of the agency to ensure that the patient gets notified on NIKSHAY.

- 3.4.3 The agency shall collect the bank account details from private providers and share with the District TB Centre to facilitate incentives for private provider through DBT.
- 3.4.4 The agency/bidder has to inform private health establishment (providers, chemists, and laboratories) about incentives, their rights and responsibilities.

4. Counselling and adherence support for TB patients

- 4.1 Ensure the verification of the diagnosed patient's residential address, do adherence counseling and screen family contacts for TB by home visits. Have the address correctly entered in NIKSHAY within 7 days of notification. Adherence counseling through phone calls to be undertaken. Also, adherence management with the help of any ICT enabled adherence tool like 99DOTS to be undertaken. Timely intervention by agency/bidder and later with the help of PPMC's and DTO's for prevention of loss to follow-up.
- 4.2 Treatment outcome has to be reported for every patient.
- 4.3 Regular collection and collation of the data in the desired format as shared by NHM-Uttar Pradesh/STC/DTC/DHS for Notification, Address, Adherence Counseling and Contact Tracing should be maintained on NIKSHAY.
- 4.4 All information related to the patient notified needs to be entered in NIKSHAY.
- 4.5 Counseling of TB patients on treatment literacy at their home or workplace as per patients' convenience during the course of treatment to prevent any interruption in treatment
- 4.6 Support patients in situation when there is change in routine for patients – travel, family obligations, and professional obligations etc. to continue treatment.
- 4.7 Ensure assessment of adherence for patients on treatment by pill counting and refill monitoring
- 4.8 Identify adverse drug reaction and ensure, it gets managed effectively
- 4.9 Coordinate with NTEP / Provider and patient to ensure availability of drugs with patient
- 4.10 Track patient back on treatment, if in case patient interrupt treatment
- 4.11 Update patient record physically (treatment card) and on NIKSHAY on adherence
- 4.12 Update treatment outcome of TB patients
- 4.13 Use of digital technology for treatment adherence support
- 4.14 If the patient moves out to other district, the agency shall ensure follow-up of such patients and complete necessary public health actions.

5. Linkages for Nikshay Poshan Yojana

- 5.1 The agency/bidder should ensure information to all TB patients and awareness on NIKSHAY Poshan Yojana and patients' rights and responsibilities
- 5.2 The agency should inform to private healthcare providers on NIKSHAY Poshan Yojana and advocate to counsel and give information to patients to get their cooperation in giving bank account number and Aadhar details, along with mobile no's (including alternate no's).
- 5.3 The agency/bidder to get bank account details of all TB patients in area of private healthcare facilities – complete, and correct verifying with physical records. If the patient does not have bank account, the agency/bidder will facilitate bank account opening.
- 5.4 The agency shall update patient bank account details on NIKSHAY. Agency should also maintain, physical/ digital records of bank related information such as copies of pass book and AADHAR. The same shall be required to be shared with NTEP/DTC.
- 5.5 The agency will follow up with NTEP to ensure subsequent payment. For such payment, information of patients on treatment will be updated to State NTEP Department/DTC.

6. Contact Investigation and Chemoprophylaxis

- 6.1 Screening of contacts (family members / person who co-habit the same house as the patient) of index TB case in the household with symptoms and/or X-Ray and identify presumptive TB patients, within 7 days of notification of index TB case.
- 6.2 Complete evaluation of presumptive TB with microscopy, X-Ray and molecular tests as per the diagnostic algorithm of NTEP. Ensure appropriate sample is collected of children and for extra pulmonary presumptive TB and examined.
- 6.3 For microscopy and molecular testing, sample to be collected and sample transport arrangement should be made to deliver samples at notified public sector laboratory. For X-ray, free services should be ensured through public sector facility or facilitate to engage private health facilities for getting free X-Ray
- 6.4 Facilitate to initiate treatment of person diagnosed with TB among contacts.
- 6.5 Identify eligible contacts for preventive treatment. Eligible contacts, who do not have TB, should be initiated on Preventive Treatment (Preventive regimen will be as per the prevailing guidelines of NTEP)
- 6.6 Coordinate with private health care provider of TB patient and NTEP for initiation of preventive treatment and regular dispensation of drug.
- 6.7 Counsel the parents and family on the importance of treatment completion
- 6.8 Support person on preventive treatment for completion of treatment throughout the course.
- 6.9 Identify any adverse drug reaction and address it immediately with effective linkages with appropriate private or public health provider.
- 6.10 Ensure regular drug dispensing for preventive treatment from the health facility.
- 6.11 Regular follow up of contact and track contact back on treatment, if in case contacts interrupt preventive treatment.

- 6.12 Update contacts record physically (treatment card) and on NIKSHAY.
- 6.13 Update preventive treatment completion of TB contacts.
- 6.14 Forecast and demand drugs for Chemoprophylaxis

7. Drugs supply chain management

- 7.1 The NHM-UP/DHS shall be providing free anti-TB drugs for patients in private sector. For this, it can supply drugs to private health provider or private pharmacy/chemist.
- 7.2 The agency/bidder shall be responsible for pick up the drugs from State or district drug store/District Tuberculosis Centre (DTC) and deliver upto the consumption unit(s) i.e., Private Healthcare providers and chemists/pharmacies. In order to increase use of NTEP supplied Fixed Dose Combination(FDC) in private sector for providing free of cost to TB patients, the agency shall also be responsible for demand generation and engagement of providers.
- 7.3 The agency has to ensure patient gets free anti-TB drugs as prescribed from his/her provider closest to his choice of place. The agency/bidder, shall be required to map and manage relationship with chemists, and register the chemists on Nikshay portal and generate Nikshay ID. The agency/bidder shall be responsible for inventory management for opening balance, stock, consumed and closing balance should be maintained to ensure regular drug supply. The agency/bidder shall ensure that there is no expiry of FDC's at the chemists.
- 7.4 The agency/bidder shall be required to liaise with the empanelled chemists to facilitative dispensing of appropriate Fixed Dose Combinations (FDC's) to the TB patients which are referred by the empanelled private healthcare providers.
- 7.5 Place of dispensation of anti-TB drugs to be decided in consultation with private providers depending upon choice of provider and patient convenience. If private health establishments/providers are ready to stock the drugs and dispense, the drugs to be supplied to them. Inventory management for opening balance, stock, consumed and closing balance should be maintained to ensure regular drug supply. If nearby chemist/pharmacy is the place of dispensation, the pharmacy should be pursued to stock, dispense and indent the drugs. Drug should be supplied as the case above to pharmacy/chemist.
- 7.6 The agency/bidder shall be coordinating with NTEP for forecasting and regular supply of FREE Anti-TB drugs to private health establishments and chemists/pharmacy.
- 7.7 The agency/bidder shall provide standard formats of inventory management and patient's details to the chemist/pharmacies and private healthcare providers, and shall be responsible for coordinating update of prescription details in NIKSHAY and NIKSHAY Aushadhi.
- 7.8 The agency/bidder should also find out more pharmacies to engage in this process to have ease of drug access for TB patients.
- 7.9 The agency shall be required to enter logistics data in the NIKSHAY Aushadhi or any other software as communicated by NHM-UP and/ or DHS.
- 7.10 In case the patients, at his own will intends to purchase drugs from open market, the agency/bidder shall allow him/her to purchase and not force, to consume only the Drugs/FDCs provided by the NTEP. In such a case, the agency/bidder, shall be required to notify the drugs/FDCs purchased from the open market by the patient on NIKSHAY.

8. Specimen Management (Sample collection and transportation) – Microscopy and Molecular Diagnostic

- 8.1 The agency/bidder, shall be responsible for sample specimen collection from presumptive TB, presumptive Drug Resistant (DR)-TB or follow-up patients referred from the OPD of the private healthcare providers, and deliver to the RNTCP laboratories. And shall be responsible for coordinating the delivery of soft copy and hard copy of the test report to the doctors at the private healthcare providers, and finally, for entering the report in NIKSHAY.
- 8.2 The agency/bidder, shall liaison with Cartridge Based Nucleic Acid Amplification Test (CB-NAAT)/Truenat/Microscopy Testing in notified public sector labs in the concerned district(s) only, the details of which are mentioned in Annexure 8: Notified CB-NAAT Labs.
- 8.3 The agency/bidder shall be responsible for collection of sample, packaging of samples with bio-safety precautions as per NTEP guidelines, ensuring labeling and completion of lab request form, and also, for maintaining biological specimen examination request form, and laboratory register, log books of samples transported.
9. The agency/bidder shall be required to ensure **drug susceptibility testing (DST) for all TB patients**(at least all pulmonary TB patients) and linkage of TB patients diagnosed with Rifampicin Resistance to Drug Resistant (DR) – TB Centre, notified in the district. Also, shall advocate private healthcare facilities for prescribing DST for all TB patients, share protocol for DST, provide sample containers and transportation of sample to the NTEP laboratory in the district, and shall be responsible for coordinating the delivery of soft copy and hard copy of the test report to the doctors at the private healthcare providers, and finally, for entering the report in NIKSHAY.
10. For pulmonary (excluding sputum) and extra pulmonary **sample collection**, the agency/bidder shall be responsible for coordinating the sample collection and transport, follow-up with corresponding NTEP laboratories for timely result, the delivery of soft copy and hard copy of the test report to the doctors at the private healthcare providers, and finally, for entering the report in NIKSHAY.
11. **X-ray services:** The agency/bidder shall facilitate X-ray of the patients from free services being provided at Government healthcare facilities or engage/empanelled private X Ray facility for X Ray.

12. HIV Testing

- 12.1 The agency shall ensure all TB patients diagnosed in the private sector are with known HIV status. For this, the agency shall be required to advocate with private healthcare providers on need of HIV Testing, share update or information on the matter, and establish referral linkages for HIV Testing at Notified Facility Integrated Counseling and Testing Centres (F-ICTC) or ICTC or NACO empanelled HIV Testing Centres.
- 12.2 For patients with the test result is as reactive on screening, the agency/bidder shall be responsible to establish effective linkages between patients and the nearest ICTC for confirmatory testing. If found HIV positive the patient shall be linked to the nearest ART centre for TB HIV management.
- 12.3 Blood sugar testing for Diabetes Mellitus: The agency/bidder shall undertake appropriate linkages for free blood sugar testing and appropriate management at the nearest Government Healthcare facility and enter the blood sugar test results on NIKSHAY.

13. The NHM-UP /STC/DTC/DHS shall be responsible for:

- 13.1 Providing NTEP drugs, logistics and laboratory consumables (like Falcon tubes, packing materials, forms and registers etc.) for use as per NTEP guidelines to the agency/bidder for channelizing it through its network of empanelled private healthcare providers, chemists and labs in the districts in the concerned cluster.
- 13.2 Providing relevant copy of technical guidelines, updates, manuals & circulars, formats etc.
- 13.3 Monthly coordination meeting by the DTC of the districts in the concerned cluster and review of the performance and activities being undertaken by the agency/bidder.
- 13.4 The NHM-UP shall be responsible for orientation on the roles and responsibilities, program modalities to the agency/bidder in the concerned cluster, as per the guidelines of NTEP (amended time to time).
- 13.5 Processing and timely release of payments to the agency/bidders, as per the performance indicators and indicated target after deduction of applicable penalties as per the payment clause.
- 13.6 Monitoring the activities of the agency/bidders through-out the complete cycle, till the contract agreement remains in force.
- 13.7 Ensuring availability of CB-NAAT / Truenat testing at NTEP labs.
- 13.8 Ensure timely payments to notified patients for NIKSHAY Poshan Yojana and incentives to providers and treatment supporters (DOTS providers).

14. Manpower

- 14.1 The agency/bidder shall appoint adequate and qualified staff to implement the activities, listed above. They will be employees of the agency/bidder. The bidder/agency will follow all the laws applicable for employee compensation. Employees' liability, financial or otherwise, will be the responsibility of the agency/bidder and not NHM-UP/DHS.
- 14.2 The agency/bidder shall be providing digital tools to its staff to record information and monitor patients, and for real time entry and updating of TB patients in NIKSHAY. The agency/bidder shall be required to provide communication and internet support to the manpower deployed in the project.
- 14.3 The manpower appointed by the Agency shall not be the staff/ or employee of the NHM-UP/DHS in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be. There shall be no employer employee relationship between the NHM-UP/DHS and the personnel to be deployed by the agency/bidder in the contract service.
- 14.4 The bidder or agency shall be responsible to comply with all applicable labour legislation (Compensation, Minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the NHM-UP/DHS/DTC of any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the rules/acts related to the manpower appointed or hired for performance of this contract.

- 14.5 The Agency will ensure timely salary payment and opening of ESI and EPF account for each of the employees and timely deposit of applicable ESI and EPF (Employer's contribution and employees contribution) and failure to that if any, shall be at the risk and responsibility of the agency.
- 14.6 The NHM-UP/DHS will not entertain any dispute between the manpower appointed by the agency and the concerned agency on any issue related to functioning of the project. In case of any such dispute affecting the performance of the services done by the agency, strict action as per penalty provisions mentioned in the tender or a consequential action under the terms of the agreement, whatever it may be, will be taken against the service provider.
- 14.7 The selected agency will have to observe ethical behavior and standards with the manpower appointed by the agency in the project. The NHM-UP/concerned DHS will have a right to hold an enquiry, and act to take appropriate action with respect to this aspect.

15. Miscellaneous

- 15.1 The agency/bidder shall be required to start the project within the specified time mentioned in the work order issued by NHM-UP, in all the districts of the concerned cluster.
- 15.2 The agency/bidder shall be required to established project offices in the districts within the cluster, in which it doesn't have any office, for the complete duration of the project.

16. Data management and reporting

- 16.1 The implementation of the activities by the agency/bidder will be at the district level i.e., the ward. The monthly report is to be submitted to the DTO and STO.
- 16.2 The agency/bidder shall maintain adequate documentation of work. On completion of the tasks in the said report the agency/bidder will furnish to the NHM-UP/STC/DTC/DHS, copy of the annual report covering the details of the project activities and studies undertaken if any. The NHM-UP/DTC/DHS shall have a right to call upon the agency/bidder to furnish such additional supplementary reports, or other documents, papers or writings as in the opinion of the NHM-UP/STC/DTC/DHS are necessary or proper in connection with the completion of the project.
- 16.3 At the end of the contract period, the agency, shall be required to share all the data and materials, reports available with them to the concerned officials at STC/DTO/NHM-UP.
- 16.4 The agency shall not share any data or material or information or report to any person or agency other than authorized by the NHM-UP/STC/DHS/DTC.
- 16.5 The NHM-UP/DHS, at their own cost, may conduct third party assessment of services rendered under the project and conduct of the agency during the project period. The agency shall be informed about such assessment. The NHM-UP/STC/DHS may take action on the basis of the findings of third party assessment. The third party assessment may be done on half-yearly basis or as and when felt necessary by the NHM-UP/STC/DHS.
- 16.6 The agency/bidder shall maintain confidentiality of patients' information as per existing law of land.

Annexure X

DECLARATION BY BIDDER

Format for Affidavit Notary attested or sworn before executive magistrate certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 1000)

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/declared ineligible by State Health Society Uttar Pradesh/DHS or any other entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission (upload) of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware that, our Application 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 contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2021

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Annexure XI

Patient Provider Support Agency (PPSA) Programme Performance

Programme Performance in 2019:

District	Population 2019	Annual Notification Public 2019			Annual Notification Private 2019		
		Target Notification (Public)	No & % Notified		Target Notification (Private)	No & % Notified	
Ayodhya	28.97	4490	3772	84%	1500	836	56%
Azamgarh	51.84	5420	4818	89%	1810	766	42%
Bahraich	40.35	5200	4358	84%	1780	1644	92%
Ballia	36.83	3870	3439	89%	1290	709	55%
Banda	20.90	3600	2756	77%	1310	873	67%
Barabanki	37.85	6390	4936	77%	1500	801	53%
Basti	28.15	5690	3515	62%	1900	1389	73%
Bijnor	42.80	7110	5131	72%	2370	2336	99%
Bulandshahar	39.28	8800	6868	78%	2930	2091	71%
Firozabad	28.61	6200	3837	62%	2070	2142	103%
Gonda	38.30	5270	5184	98%	1760	533	30%
Hardoi	47.59	7370	6905	94%	2460	1376	56%
Kheri	45.96	8020	6484	81%	2670	1374	51%
Lalitpur	14.15	3650	2462	67%	1220	1222	100%
Mirzapur	28.00	4750	3952	83%	1580	396	25%
Muzaffarnagar	32.12	6510	5622	86%	2170	1574	73%
Rae Bareli	34.50	4160	3671	88%	1390	822	59%
Rampur	26.22	5880	4959	84%	1960	1064	54%
Saharanpur	40.14	10030	6114	61%	3340	3385	101%
Shahjahanpur	35.13	7750	6060	78%	2580	2102	81%

Target Notification in PPSA Districts: 2020

SrNo	District Name	Population 2020 in lakhs	PPSA Targets for 2020
1	Ayodhya	29.45	2000
2	Azamgarh	52.70	2300
3	Bahraich	41.03	2250
4	Ballia	37.44	1650
5	Banda	21.25	1650
6	Barabanki	38.48	1900
7	Basti	28.62	2400
8	Bijnor	43.52	3000
9	Bulandshahar	39.94	3650
10	Firozabad	29.09	2600
11	Gonda	38.94	2200
12	Hardoi	48.39	3100
13	Kheri	46.73	3400
14	Lalitpur	14.39	1550
15	Mirzapur	28.47	2000
16	Muzaffarnagar	32.66	2700
17	Rae Bareli	35.07	1800
18	Rampur	26.66	2450
19	Saharanpur	40.81	4200
20	Shahjahanpur	35.72	3200
	Total	709.348	50000

Annexure XII
Notified CB-NAAT Labs in the PPSA Proposed Districts

S.no	Districts	No of machine	CBNaat Site name
1	Azamgarh	2	Azamgarh-DTC
2	Azamgarh		Azamgarh-Phoolpur
3	Ballia	2	Ballia-DTC
4	Ballia		Ballia-CHC Sikandarpur
5	Mirzapur	2	Mirzapur-DTC
6	Mirzapur		Mirzapur-CHC Lalganj
7	Bahraich	2	Bahraich-DTC
8	Bahraich		Bahraich-CHC Nanpara
9	Banda	1	Banda
10	Barabanki	3	Barabanki-DTC
11	Barabanki		Barabanki-CHC Fatehpur
12	Barabanki		Barabanki-CHC Suratganj
13	Basti	2	Basti-DTC
14	Basti		Basti-CHC Harraiya
15	Ayodhya	2	Ayodhya-DTC
16	Ayodhya		Ayodhya-CHC Rudauli
17	Gonda	2	Gonda-DTC
18	Gonda		Gonda-CHC Mankapur
19	Raebareli	2	Raebareli-DTC
20	Raebareli		Raebareli-CHC Lalganj
21	Bulandshahr	3	Bulandshahr-DTC
22	Bulandshahr		Bulandshahr-Govt. Hos
23	Bulandshahr		Bulandshahr-Sikandrabad
24	Firozabad	1	Firozabad-DTC
25	Lalitpur	1	Lalitpur
26	Bijnor	3	Bijnor-DTC
27	Bijnor		Bijnor-CHC Dhampur
28	Bijnor		Bijnor-CHC Najabad
29	Hardoi	3	Hardoi-DTC
30	Hardoi		Hardoi-CHC Sandila
31	Hardoi		Hardoi-CHC Sahabad
32	Kheri	3	Kheri-DTC
33	Kheri		Kheri-CHC Gola
34	Kheri		Kheri-CHC Nighasan
35	Muzaffarnagar	2	Muzaffarnagar-DTC
36	Muzaffarnagar		Muzaffarnagar-DTC
37	Rampur	2	Rampur-DTC
38	Rampur		Rampur-CHC Shahbad
39	Saharanpur	3	Saharanpur-DTC
40	Saharanpur		Saharanpur-CHC Gangoh
41	Saharanpur		Saharanpur-CHC Behat
42	Shahjahanpur	2	Shahjahanpur-DTC
43	Shahjahanpur		Shahjahanpur-CHC Tilhar

Annexure XIII

Financial bid

1. The bidder/agency can quote for one or both the Clusters and shall be required to quote, for each cluster separately.
2. The bidder/agency shall be working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National TB Elimination Program (NTEP) program in all the districts in the concerned cluster, in accordance with the terms of the contract, and will be charging at the rate:

Sl. No.	Description of work	*Rate in Indian Rupees	
		(In Figures)	(In Words)
Cluster I	Fee per Patient for the complete scope of work defined in the RFP. The fee will be excluding GST		
Cluster II	Fee per Patient for the complete scope of work defined in the RFP. The fee will be excluding GST		

3. The agency/bidder shall indicate the amount per TB patient notified who successfully completes treatment, in the cluster (applied for), for providing entire spectrum of services which include (but not limited to) private sector engagement and empanelment, provider mapping, CME etc, provider management, diagnostic linkages, drug linkages, HIV testing linkages, DST linkages, facilitating notification, facilitating for provider incentives and patient support services, during the full treatment cycle of each patient (till the end of treatment). The rates quoted by the bidder shall be inclusive of charges of managing supply chain of drugs/FDC and consumables to all the empanelled private healthcare providers, chemists and Labs, sample collection and transportation costs, IT equipment and set-up for reporting of programme outcomes at each stage of treatment on NIKSHAY, Transport, Insurance, printing and supply of materials (including reports, IEC etc.), salaries of the manpower deployed, training and capacity building of existing manpower and any other expenses as required for the conduct of the services proposed in the tender document, service charges and all applicable taxes, duties and levies **excluding Goods & Services Tax(GST)**. Other applicable taxes, if any, would be deducted at source, as per prevailing rates/rules. The financial bid(s) shall be quoted in the online mode only. GST if applicable, will be paid by the NHM-Uttar Pradesh or the authorities decided by NHM-Uttar Pradesh, as per the prevailing rates/rules. If an agency/bidder quotes, “Nil” charges in consideration, the bid shall be treated as unresponsive and shall not be considered.
4. The rate/s offered shall remain firm and will not be subject to escalation of any description during the execution of the rate contract.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Annexure XIV

Account Number details for Submission of Tender Fee

The RFP document is available online to the registered users. A non-refundable tender submission fee of Rs.1000/- (Rupees One thousand only) shall be payable apart from gateway and service charges by each Bidder for their bids to be accepted.

This amount shall only be paid online. The bidder should upload scan copy of fee payment receipt.

Bank Account Name (As per Statement)	State Health Society of Uttar Pradesh
Account Number	30158314481
IFSC Code	SBIN0006893
Bank Name	State Bank of India
Address of the Bank	U.P. Civil Secretariat, Lucknow