

**Directorate Medical & Health Services**

**State Program Committee (TB)**

**Rajasthan**

**Request for Proposal (RFP)**

**For**

**IGRA test for LTBI in Silicosis patients & contacts of TB patients in selected districts of Rajasthan**

**Under**

**National TB Elimination Programme (NTEP)**

Last date and time for submission of Proposal: - 10/02/2022 till 11.59 PM

*Dr V.K. Mathur  
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*SK...*

**Disclaimer**

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This RFP document is not an Agreement and is not an offer or invitation by the National Health Mission/State Program Committee (TB), or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purpose to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the National Health Mission/State Program Committee (TB),, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. National Health Mission/State Program Committee (TB), its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. National Health Mission/State Program Committee (TB), may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

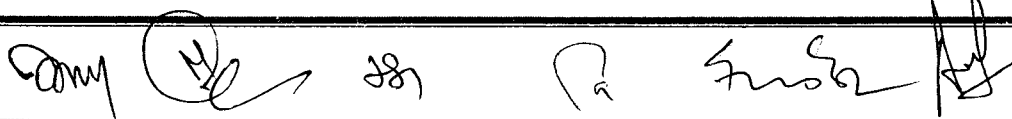
Bidders are advised to acquaint themselves with the provisions of the law relating to procurement, "The Rajasthan Transparency in Public Procurement Act, 2012" and "RTPP Rules 2013". If there is any discrepancy between the provisions of the Act and the Rules and this Bidding document, the provisions of the Act and Rules shall prevail.

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### Abbreviations

ANM	-	Auxiliary Nurse Midwifery
ASHA	-	Accredited Social Health Activist
AWC	-	Angan Wari Centre
AWW	-	Angan Wari Worker
BCMO	-	Block Chief Medical Officer
BOQ	-	Bill of Quantity
CMHO	-	Chief Medical & Health Officer
CHC	-	Community Health Center
DHS	-	District Health Society
DTC	-	District TB Clinic
DTO	-	District TB Officer
DMC	-	Designated Microscopy Center
CHC	-	Community Health Center
GF&AR	-	General Financial And Accounts Rules.
DTC	-	District TB Clinic
IEC	-	Information Education and Communication
LTBI	-	Latent TB Infection
TU	-	TB Unit
STO	-	State TB Officer
MoIC	-	Medical Officer In charge
NTEP	-	National Tuberculosis Elimination Programme
OPD	-	Out Patient Department
PAN	-	Permanent Account Number
PHC/PHI	-	Primary Health Centre/Public Health Institute
RTPP Act	-	Rajasthan Transparency in Public Procurement Act 2012 & RTPP RULES 2013
IGRA	-	Interferon-Gamma Release Assays



Part- 1

Government of Rajasthan

State Program Committee (TB)

[ Room number 13, New Building, Swasthya Bhawan Tilak Marg, C-Scheme, Jaipur]

No. NTEP/LTBI/2021-22/

Date:

INVITATION OF REQUEST FOR PROPOSAL (RFP)

Through e-tender

Bid for selection of new service providers for "Conducting IGRA test for LTBI in Silicosis patients of district Jodhpur, Karoli, Dausa, Sirohi, Bharatpur & contacts of TB patients in districts Ganganagar, Churu, Barmer, Pali of Rajasthan". are invited from interested bidders upto 11:59 PM time- 10/2/22 date. Other particulars of the bid may be visited on the procurement portal <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> of the state and [www.rajswasthya.nic.in](http://www.rajswasthya.nic.in) departmental website.

UBN-----

Director (PH)  
Rajasthan, Jaipur

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## Part-2

### Project Profile

#### Name of the Project

District Jodhpur, Karoli, Dausa, Sirohi, Bharatpur are silicosis prone districts having huge number of certified silicosis patients. There are more possibilities of TB infection in silicosis patients; to diagnose Tuberculosis in these patients IGRA (Interferon-Gamma Release Assays) test is required to be done.

In Ganganagar, Churu, Barmer, Pali same IGRA (Interferon-Gamma Release Assays) test of all contacts of notified TB patients (in NIKSHAY) is required to be done, so that timely treatment can be initiated .

This test is required to diagnose TB infection in all silicosis patients and contacts of TB patients. Service provider is required to conduct test of pre identified patients/contacts, SP will provide report within 3 days of sample collection, and those patients/contacts who were found positive in IGRA test further treatment of such patients will be done by department.

#### Objectives

The key objectives to be achieved through this project are:

To diagnosis Latent TB Infection in silicosis patients/contacts of TB patients in selected districts, so that time being treatment can be initiated. District Jodhpur, Karoli, Dausa, Sirohi, Bharatpur are silicosis prone districts having huge number of certified silicosis patients, to diagnose Tuberculosis in these patients IGRA (Interferon-Gamma Release Assays) is required to be done. Whereas IGRA test of all contacts of notified TB patients (in NIKSHAY) is required to be done In districts Ganganagar, Churu, Barmer, Pali so that timely treatment can be initiated .

#### Project Authority

Director Public Health  
State Programme Committee (TB)  
Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur

#### Brief Description of the Project

Government of India is committed to eliminate Tuberculosis by 2025. In the wake of this National Tuberculosis Elimination Program (NTEP) is going with the aim of universal access of TB care. In this connection effective and time bound investigation of suspected TB patients has become most important. To diagnosis TB in early stage/LTBI in silicosis

patients/contacts of TB patients, so that time being treatment can be initiated of positive patients.

### Common Instructions

- SP (Service Provider) is required to conduct IGRA (Interferon-Gamma Release Assays) test of selected patients/contacts in these 9 districts (Ganganagar, Churu, Barmer, Pali (TB districts) Jodhpur, Karoli, Dausa, Sirohi, Bharatpur (Silicosis districts)).
- Camp for test will be organized through clubbing two or more institutes (CHC/PHC) where minimum 20-25 patients/contacts (target group) can be gathered camp will be organized. Detail list of target beneficiaries will be provided by department.
- District wise target is attached at annexure
- Camp will be organized at (CHC/PHC) for minimum 20-25 patients/contacts.
- IGRA test will be done for all certified silicosis patients, where as for TB patients it will be done for recently notified TB patients (latest by one month). After initial pending task fortnightly list will be provided to SP and SP will collect sample and conduct test.
- SP will submit proposed camp plan to department which will be final by department. All camps will be organized only on working day during OPD hours of institute no camp shall be planned on holiday.
- Two or more camps can be planned on same day to achieve primary target in time.
- SP will provide camp report on same day & test report in hard & soft copy to concern district & state HQ also within 3 days of collection of sample.
- SP will follow all required guidelines for maintaining cold chain for transportation of samples.
- All required consumables (syringe, container) will be arranged by SP. Sample of reporting formats will be provided to selected SP only.
- SP needs to deploy trained and qualified staff for allotted work, for sample collection minimum LT (lab technician registered in Para medical Council of Rajasthan) is required having degree from affiliated university. Qualification of LT can be verified by department.
- SP will have to submit camp wise detail list of all staff with their qualifications proof.
- All expenditure like printing of reporting formats, information of target people, consumables for test, transportation of staff, sample, report generation etc will be borne by SP.
- Nature of work described/required services may increase or decrease in future as required.
- Service provider will have to arrange transportation of all their staff as well transportation of sample. SP will provide route plan in detail for sample transportation. Test will be conducted in NABL certified lab only; necessary proof will have to be submitted.
- Service provider has to make available certified copies of qualifications of all staff in office of State TB Officer (STO). These details can be verified. Details of all staff per camp should be prior available at district and state office with contact details.
- SP will ensure arrangement of storage & transportation of samples as per guideline.
- All tests should be conduct in NABL accreditation laboratory only, for this SP will have to submit copy of purchase bill of machine, Preventive Maintenance & Calibration reports.
- Silicosis patients will bring their certificate with them during camp and contact persons of TB patients will bring coupon/letter/proof of contact of TB patient. DTO will issue such proof Concern MOIC will confirm with such document. Concern DTO will inform to patients/contacts for this & make all necessary arrangement for this.

**Voluntary Workers: -**

The Department (concern district authorities) will involve voluntary workers (such as local ASHA workers, Anganwadi Workers and NGOs etc.) for providing support to mobilize people for the camps. **CM&HO and DTO will ensure all beneficiaries to reach in scheduled camps.**

**Part- 3**

**Information and Instructions to the Bidders**

**Eligibility Criteria:**

The RFPs shall qualify on the basis of following eligibility criteria-

SNo.	Eligibility Criteria
	<p><b>Registration of the Bidder:</b></p> <p>The bidder should be a registered body under the Societies Registration Act/Indian Charitable and Religious Trusts Act/Indian Trust Act/Companies Act/Registration under MSME Act/Partnership Act. Private hospital/private laboratory may also apply.</p> <p>The test should be conducted in NABL accreditation laboratory only.</p>
	<p><b>Financial Soundness/Stability:</b></p> <p>A proposal may come from entity having a minimum annual average turnover of Rs 2 Crore in last three financial years (2018-19, 2019-20, 2020-21). The bidder must attach certified copy of audited accounts as supporting documents. <b>(Annexure D)</b> Un-audited accounts shall not be considered. Copies of ITR for these years shall also be required along with the technical proposal. UID Number should be clearly mentioned in audit report.</p>

An affidavit (on a non judicial stamp paper of Rs. 100/- ) to the effect that the bidder has not been blacklisted in the past by any of the State Governments/Procuring entity across the country or Government of India and that it shall not form any coalition with the other bidder.

**The bidder to inform himself fully:**

The bidder shall be deemed to have been fully satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/question in writing at least three days before Pre-Bid Conference.

**Pre-Bid/Proposal Conference:**

All the prospective bidders who have purchased the RFP document shall be invited to attend the pre-bid/proposal Conference to be held on date 07.02.22 at 10:00 AM in the office of State TB officer, State TB Cell (NTEP) Room number 13, New Building, Tilak Marg, C Scheme, Swasthya Bhawan, Jaipur. Pre bid related issues relating to the project received in writing one day before the conference shall be scrutinized. The Project Authority shall endeavor to clarify such issues during the discussions. However, at any time prior to the date for submission of RFP, department may, for any reason, whether at its own initiative or in response to the discussions/clarifications, modify the RFP document by issuance of addenda(s) and conveyed to the bidders found successful in evaluation of the RFP. The addenda(s) would also be placed on the website-'[www.rajswasthya.nic.in](http://www.rajswasthya.nic.in)' and [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). Such addenda(s) shall become integral part of this RFP document.

**Evaluation of the Proposals**

Only the proposals received up to due date and time shall be considered for evaluation. Evaluation shall be done by departmental/Bid Evaluation Committee at State level.

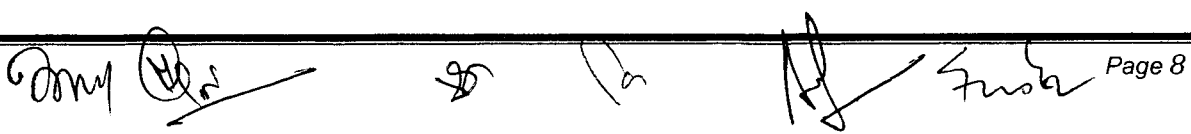
**Method for submission of the Proposal:**

Proposals shall be received on e-portal of State Government i.e. <http://eproc.rajasthan.gov.in> by Project Authority in two parts i.e. Technical Proposal and Financial Proposal. It shall contain following in the same order-

**Technical Part (Cover A)**

**Technical Proposal should contain-**

- a) Covering Letter and Application Form.
- b) Tender fee shall be Rs 1000 (e grass account no. 58) & RISL fee shall be Rs 1000 (e grass account no. 8658), which will be submitted through e grass only.
- c) All original challan/receipts of fees along with bid declaration on stamp of Rs 100 shall be submitted originally in State TB Office before last date of RFP.

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- d) Scanned copy of GRN & e- grass challan number towards cost of document, processing fees and as Bid declaration as per circular of FD.
- e) Procurement process shall be required to furnish the bid declaration as specified in the notice inviting bids. (Format attached)
- f) One service provider is required for entire task applicants having complete eligibility may only apply.
- g) Scanned copies of RFP document with all papers duly signed and stamped along with originally filled RFP to be uploaded with page number on each page.
- h) Scanned copies of all supporting documents and information with respect to the eligibility criteria and evaluation of the proposal. Photocopies of the supporting documents duly signed by the person signing the RFP to be uploaded.
- i) Well organized proposal (in a sequential manner having index in starting mentioning contents with page number) duly page numbered and each page signed and stamped by the authorized signatory of the bidder. Bidder may refer to the checklist **Annexure A** for submission of proposal before submission.
- j) The proposal shall be submitted on the e- portal.
- k) The contract period shall begin from the date of signing of agreement. Total period of 4 months will be provided to SP for assigned task. Maximum 3 level camps will be organized for assigned task.
- l) In case of any query bidders may contact for technical assistance regarding online fees on 0141-5111007.
- m) **DO letter received from Central TB Division (CTD) number Z-28015/232/2021-TB dated 06-09-2021 clarification received from CTD regarding technical specifications for Interferon Gamma Release Assay (IGRA) it is required that IGRA for TB infection testing should be WHO approved/endorsed and licensed by Drug Controller General of India. Manufacturer of test kits should also have certification of international standards/WHO GMP certification. IGRA are only to be informed using the latest version of the currently endorsed tests which include QuantiFERON-TB Gold Plus (QFT-Plus) manufactured by QIAGEN and T-SPOT. TB manufactured by IMMUNOTEC.**

**It is decided that SP shall procure only above mentioned kit from authorized company/supplier only. Evidence of such purchase may be asked from SP.**

**Financial Proposal to be submitted online**

Bidders are required to submit the cost for per test per person. L1 will be selected having minimum total cost per patient including all taxes, cost of staff, transportation of staff & samples, consumables, printing of stationary, report generation & submission etc.

Financial proposal should be submitted on e-portal mentioned above. Bidder is supposed to submit cost of IGRA test per person in the format of financial proposal. The cost mentioned above shall be reimbursed to the service provider. Proposals shall be submitted online. If same rates quoted by more than one bidder, in such condition preference will be given to more experienced bidder.

*[Handwritten signatures and initials]*

**Validity of the Bid Proposal**

Validity of the proposal shall be 90 Days from the date of opening of technical proposal.

**Modification/withdrawal of the Proposal**

No bid shall be withdrawn/substituted or modified after the last date and time fixed for receipt of bids.

**The bidders should note the following**

- a) That the incomplete RFP in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- b) Strict adherence to formats, wherever specified, is required.
- c) All communication and information should be provided in writing.
- d) No change in/or supplementary information shall be accepted once the RFP is submitted. However, Project Authority reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Project Authority may be a ground for rejecting the RFP.
- e) The RFP shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP.
- f) The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm.
- g) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Committee reserves the right to vet and verify any or all information submitted by the Bidder.
- h) If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query by, is found to be incorrect or is a material misrepresentation of facts, than the tender/RFP shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Committee if satisfied.
- i) The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- j) Time and date for online opening of Financial Bid shall be communicated later to technically qualified bidders. The department in exceptional circumstances and at its sole discretion revises the time schedule (extension in time) by issuance of addenda(s).
- k) The contract period shall begin from the date of signing of Agreement.

**Grievance Redressal during the RFP Process:-**

**(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provision of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action,

*[Handwritten signatures and initials]*

omission, as the case may be, clearly giving the specific ground or on grounds on which he feels aggrieved.

Provide that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings;

Provided further that in case Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the first Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provision limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiation;
- (d) cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against. If any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees 2,500 and for second appeal shall be rupees 10,000 which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall
- i. hear all the parties to appeal present before him; and
  - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above also be placed on the state Public Procurement Portal.

- **The designation and address of the First Appellate Authority is Mission Director, NHM, Medical Directorate, Tilak Marg C-Scheme Jaipur.**
- **The designation and address of the Second Appellate Authority is Principal Health Secretary, Medical & Health. Medical Directorate, Tilak Marg C-Scheme Jaipur.**

#### Part-4

#### Expected Outcomes: **Operational Aspects**

- i. Target of minimum 25 patients/contacts is decided for each camp. Concern CM&HO and DTO will ensure to all beneficiaries to reach in scheduled camp. Excess sample may be collect.
- ii. Overall operationalisation of the scheme shall be the responsibility of the service provider; it may seek support from district authorities.
- iii. The camp timings shall be same as decided by government for CHC/PHC.
- iv. Area mapping for camps should be done by the SP with help of DTO of concern district for preparation of camp schedule. Such schedule should be shared with state authorities. Which may change on reasonable request of service provider.
- v. Date of camp and time shall be intimated to all the concerned beneficiaries well in advance and utmost care should be taken to maintain regularity in these camps as per the schedule.
- vi. SP will have to complete primary target within 2 months of MOU. After initial task fortnightly list will be provided to SP and SP will collect sample and conduct test.

#### **Administrative Aspects**

- i. Date of camp and time shall be intimated to all the concerned beneficiaries well in advance and utmost care should be taken to maintain regularity in these camps as per the schedule. CM&HO & DTO of concern district will ensure this & monitor the activity.

- ii. MOIC of concern institute will monitor camp and will ensure that actual beneficiary will get tested, for this complete list of target people will be provided from concern DTO to SP.
- iii. Service provider shall maintain complete detail record of camps.
- iv. All services shall be provided free of cost in camps.

**Responsibilities of the Service Provider:**

- i. Implementation of the project as per terms and conditions of the Agreement in the State of Rajasthan.
- ii. Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
- iii. Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices. Implementation of sound management practices, employing appropriate advanced technology and safe methods. In respect of any matter relating to the Agreement, always act as faithful partner to the department and shall all times support and safeguard the departments rational interests in any dealing with the contracts, sub-contracts and third parties.
- iv. Shall not accept for his own benefit any user charges, commission, discount or similar payment in connection with the activities pursuant to discharge of his obligations under the Agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.
- v. Required to observe the highest standard of ethics and shall not use 'corrupt/fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means mis-representation of facts in order to influence implementation process of the project in detriment of the department.
- vi. Recruit, train and position qualified and suitable personnel for implementation of the project at various levels. The staff shall under no circumstances ever have any claim, whatsoever for appointment with the NHM/Government. The Service Provider shall be fully responsible for adhering to provisions of various laws applicable on them including Labor laws. In case the Service Provider fails to comply with the provisions applicable laws and thereby any financial or other liability arises on the department by Court orders or otherwise, the Service Provider shall be fully responsible to compensate to the department for such liabilities. For realization of such damages, department may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations and from performance security, pending payments.
- vii. Adherence to the mutually agreed time schedules.
- viii. Ensuring proper and timely monitoring of the services.
- ix. To submit various reports and information within the stipulated timeframe as desired by the DTO/STO.
- x. Under any circumstances, the Service Provider shall not entrust/sublet to any one contract.
- xi. Strict adherence to the stipulated time schedules for various activities.
- xii. Ensure proper service delivery as per the guidelines laid down by the department.

- xiii. The bidder shall be fully responsible for adhering to the provisions of various applicable laws including **Labour Law and Minimum Wages Act, Contract labor (Reg & Abolition) Act 1970, EPF Act 1952, ESI Act 1948, Minimum Wages Act 1948, etc and all provision according to circular of FD (attached)** In case the bidder fails to comply with the provisions of applicable laws and there by any financial or other liability arises on the government by court orders or otherwise, the bidder shall be fully responsible to compensate/indemnify to the government for such liabilities. For realization of such damages, government may even resort to the
- xiv. Provision of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations. Service provider has to comply with provisions of Labour Law, Minimum Wages Act, PF rules and ESI act, Group insurance cover (**with accidental benefit of Rs 5.00 Lacs in case of death of staff**) and other labor welfare laws of land while appointment, continuation, termination during the job. These laws shall be also be complied by the service provider in case any accident/mishap/death/injury/disability occur to any of the staff.
- xv. The bidder should not be convicted by court of law in last three years.
- xvi. The bidder should not be bank corrupted in last three years.
- xvii. The bidder shall maintain the code of integrity according to RTPP Act 2012 & Rules 2013.
- xviii. The payment to staff would be made through bank account only.

**Responsibility of Department.**

- xix. District authorities shall provide appropriate support in implementation of the project.
- xx. Prepare effective camp plan which should be shared with state officials well in advance.
- xxi. To conduct regular monitoring and evaluation (by itself or by external agency) of the project activities based on quantifiable indicators and reports received from the Service Provider.
- xxii. Prescribe various formats for reporting progress of the project. Service Provider may submit its own reporting formats which can be used only after due approval by the STO.
- xxiii. Reporting formats will be provided to selected service provider.
- xxiv. Concern DTO will prepare camp plan by clubbing two or more institutes, keeping in mind of minimum target of 50 beneficiaries in one camp, for this complete list of target should be properly analyzed by DTO.
- xxv. CM&HO and DTO will ensure that actual beneficiary will reach in camp. Information shall be prior given for this.

**Commencement and duration of the project:**

Date of commencement shall be the date of signing the Agreement. Duration of the project shall be up to 31 March 2022 which may be extend up to next financial year (31 March 2023) if necessary amount sanctioned in PIP from GOI. This may be extended after mutual consent of both parties as per RTPP Act 2012 and RTPP Rules 2013.

**Bid declaration & Performance Security:**

The bidder shall deposit Bid declaration in prescribed format in favor of "Member Secretary State programme Committee (TB)" along with the bid. As per RTPP Act 2012 & Rule 2013. The bidder withdraws or modifies the offer after opening of the bid or he does not execute the Agreement and does not deposit Performance Security within specified time. Necessary action will be taken according to RTPP Rules 2013.

The bidder whose proposal is accepted and order issued shall have to deposit Performance Security; Deposit within 15 days of award of contract, of actual project cost in prescribed form.. Performance Security shall be 2.5% of the project cost (Rs 6,25,000)

**Declaration of successful bidder:-**

The successful Bidder shall be L1 in having lowest rate in financial proposal in a particular category applied for per van separately.

**Performance Security (2.5%):-**

Performance Security shall be deposited through e grass/bank draft/ bankers cheque/NSC/FDR of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 75 of performance security of RTPP Rules 2013.

Performance security furnished in the form specified in clause (a) to (e) of sub- rule (3) of Rule 75 of the said Rules 2013 shall remain valid for a period of ninety days beyond the completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

The original Bank Draft/Bankers Cheque/NSC/FDR/BG shall be deposited at office of state TB officer swasthaya bhawan, Jaipur within 15 days of the award of contract & before signing of Agreement.

Bid declaration/Performance Security is for due performance of the contract. It can be forfeited by the department in the following circumstances-

- a. When any terms or conditions of the Agreement are infringed. During bidding process if it is found that participant bidder has submitted false information. Then such bidder shall be disqualified from bidding process and bid security/performance security shall be forfeited and black listed.
- b. When the Service Provider fails to provide the services satisfactorily. Notice shall be given to the Service Provider/Bidder with reasonable time before the Bid declaration/ Performance Security is forfeited.

**Payment terms of the project:**

Payment in the project shall be on reimbursement basis per test wise in accordance with the provisions of the Agreement. Claims/reimbursements are envisaged on monthly basis on submission of bills/invoices (claims) by the Service Provider as per checklist in Annexure H. There shall not be any advance payment for any activity of the project. Payment shall be made after all due deductions made at source. Camp wise payment will be done.

**Operational Parameters and Penalties:**

Following are the broad operational parameters and norms for imposition of penalty with regard to default in implementation of the project:

**Table**

SNo.	Implementation activity	Operational Parameters	Penalty in case of default
1.	Commencement of the service.	Within 3 weeks in all districts from MOU	@ Rs 10,000/- per day per district after 3 weeks from MOU for non compliance.
2.	Submission of daily reports ( at the end of each camp a daily report is to be submitted at District level as well as State level)	One daily report missed.	Penalty shall be @ 5,000 per day report missed (if report is not submitted till next working day to concern district DTO & STO)
3.	Organization of camps.	If camp not held	Penalty shall be @ 20,000 per camp if camp not held.

It is the duty and responsibility of the Service Provider/s to manage and ensure organizing of camps successfully and strictly as per RFP.

**The camp has to be verified by MOIC of concern institute/other staff nominated of concern district. At PHC/CHC level medical officer will verify camp in absence of medical officer available officer in charge will verify. Concern DTO will direct to MOIC for this. After this report will be submitted to State authorities by service provider after proper verification by concern DTO.**

**MOIC of concern institute will ensure that actual beneficiary only will get tested. DTO will provide verified data to all institutes.**

**Monitoring and Evaluation:**

- i. The performance shall be reviewed monthly by respective DTO & CM&HO and will submit their report to State TB officer. This will further monitor, inspect & evaluate by STO at state level.

*(Handwritten signatures and initials)*



- ii. The services and records of the service shall be subject to inspection by designated officer(s) and/or Medical & Health Department.

**Force Majeure:**

- iii. The term 'Force Majeure' means an event which is beyond the reasonable control of a party which makes the party's performance of its obligations under the Agreement impossible under the circumstances.
- iv. The failure of a party to fulfill any of its obligations under the Agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event-
- v. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Agreement, and
- vi. Has informed the other party as soon as possible about the occurrence of such an event.

**Suspension/Termination of the Agreement:**

- vii. Department may, by written notice suspend the Agreement if the Service Provider fails to perform any of his obligations as per Agreement including carrying out the services, such notice of suspension-
- viii. Shall specify the nature of failure, and
- ix. Shall request to remedy such failure within a period not exceeding 15 days after the receipt of such notice by the partner.

The department may terminate the MoU by not less than 30 days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified below and/or as specified in Agreement-

- a) If the Service Provider does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the department have subsequently approved in writing.
- b) If the Service Provider becomes insolvent or bankrupt.
- c) If, as a result of force majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than 15 days: or
- d) If, in the judgment of the department, it is engaged in corrupt or fraudulent practices in completing for or in implementation of the project.
- e) If the Service Provider fails in conducting camps in whole month, if such happens continues for two months.

**Saving Clause:**

In the absence of any specific provision in the Agreement on any issue, the provisions of RTPP Act 2012 & RTPP Rule 2013 shall be applicable along with the prevalent financial rules of Govt. of Rajasthan.

**Settlement of disputes:**

**Settlement of Disputes and Arbitration**

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the Agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred for decision initially to the Director PH and if not resolved then referred to Mission Director, National Health Mission.

**Arbitration**

The applicable arbitration procedure shall be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the sole arbitrator to be appointed by the department. The Arbitrator in these disputes shall be Additional Chief Secretary/Principal Health Secretary Medical & Health, GoR. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/she shall be replaced by another person appointed by department to act as Arbitrator.

Work under the Agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the department or the Service Provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

**Right to accept or reject any of the proposal:**

State Programme Committee TB reserves the right to accept or reject any proposal and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liabilities to the bidders. Reasons for doing so shall be recorded in writing.

**Award of contract and execution of Agreement:**

On evaluation of RFP and decision thereon, the selected Service Provider shall have to execute an Agreement with department. within 15 days from the date of issue of letter of intent. This Request for Proposal along with documents and information provided by the Service Provider shall be deemed to be integral part of the Agreement. Before execution of the Agreement, the Service Provider shall have to deposit Performance Security as per provisions of RTPP Act. 2012 & rules 2013

**Jurisdiction of Courts:**

All legal proceedings, if arise to institute by any of the parties shall have to be lodged in the courts having Jaipur Jurisdiction only and not elsewhere.

**Annexure-A**

**Checklist for Submission of Proposal(documents required to be submit)**

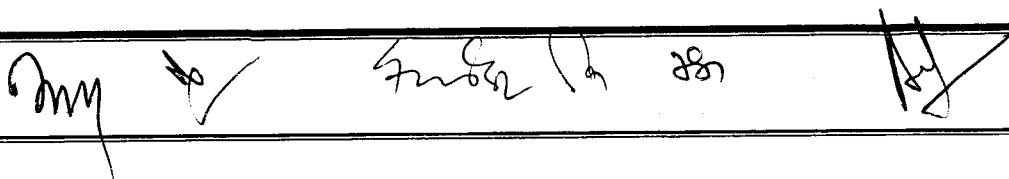
**Cover A Envelop**

**Technical part**

1. Cover Letter (Annexure B)
2. Proposal format for Organization (Annexure C)
3. Turnover Certificate (Annexure D)
4. Certificate of Registration under various Act/Rules
5. Complete RFP document duly signature on all pages
6. Audited Accounts of last 3 Years (2018-19,2019-20,2020-21)
7. Copy of PAN/TAN Number
8. G.S.T. Number
9. Latest copy of NABL/NABH certificate.
10. Audited Balance Sheets last 3 years
  
11. Experience Certificates minimum three years verified by Govt. MO (Annexure E)
12. Bid Declaration
13. E grass challan copy for all fees
14. Affidavit (non judicial stamp paper of Rs 100 ) that the bidder has not been blacklisted  
(as mentioned in eligibility criteria)
  
15. All annexure
16. Any other document relevant to the proposal

**Financial part**

1. Agreement (**Annexure H**)
2. Financial Proposal (**Annexure I**)



**Annexure-B**

**Format of the Covering Letter**

*(The covering letter is to be submitted by the Bidder as a part of the RFP)*

Date:

Place:

Director Public Health,

Swasthaya Bhawan Tilak Marg Jaipur,

Dear Sir,

Sub: Selection of a Bidder for implementation of the project **“Conducting IGRA test for LTBI in Silicosis patients of district Jodhpur, Karoli, Dausa, Sirohi, Bharatpur & contacts of TB patients in districts Ganganagar, Churu, Barmer, Pali of Rajasthan”** under NTEP.

Please find enclosed our “Request for Proposal” (RFP) in response to the issuance of RFP for Selection of a Bidder for implementation of the project “Conducting IGRA test for LTBI in Silicosis patients of district Jodhpur, Karoli, Dausa, Sirohi, Bharatpur & contacts of TB patients in districts Ganganagar, Churu, Barmer, Pali of Rajasthan” under NTEP. We hereby confirm the following:

- The RFP is being submitted by ..... *(Name of the Bidder)* in accordance with the conditions stipulated in the RFP/RFP Documents.
- We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by department and in any subsequent corrigendum sent by department. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent corrigendum from department.
- ..... *(mention the name of the Bidder)*, satisfy the legal requirements laid down in the RFP Document. We as the Bidder designate Mr./Ms.  
.....  
.....  
..... *(mention name, designation, contact address, phone no., fax no., E-mail*

*id, etc.*), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments, etc. on behalf of us in respect of the project.

- We affirm that this proposal shall remain valid for a period of 180 days from the last date for submission of the RFP. Department may solicit our consent for further extension of the period of validity.

For and on behalf of

Signature (with seal)

(Authorized Representative/ Signatory)

Name of the Person.....

Designation.....

(Kindly attach the authorization letter)

Annexure-C

**PROPOSAL FORMAT FOR ORGANIZATION**

**Selection A: Organization Profile**

1. Name of the Organization:

2. Registered Address:

DISTRICT                      PIN:

Tel:                              Fax:

Email:

Website (if any):

3. Postal Address:

DISTRICT                      PIN:

Tel:                              Fax:

Email:

4. Legal Status:

SNo.	Particulars	Registration no.	Year	Registration date	
I.	Public Charitable Trust Act				
II.	Society under Societies Registration Act				
III.	Non-profit company under Indian Companies Act 19 56				
IV.	Registration under Foreign Contribution (Regulation) Act, 1976				
V.	Contract Labour (R&A) Act 1970				
VI.	EPF Act 1952				
VII.	Employees SI Act 1948				
VIII.	Registration under MSME act or their states counter parts.				

IX.	Income tax registration:				
X.	Under Section 12A				
XI.	Under Section 80 G				
XII.	Under Section 35 CCA				
XIII.	Any other Section				
XIV.	GST				
XV.	PAN				

5. Bank Details:

Bank Name	Branch Name	Account No.	I.F.S.C. Code

6. Details of the Contact Person:

Name:

Designation:

Contact No:

E-mail:

**Section B: Operational Background**

1. Project details:

SNo.	Name of the program	Period		Brief description	Details of the Program	Total Budget
		From	To			

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



2. Any previous association/working experience with Govt. Sector? If yes, please provide the details:.....

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

3. Copy of Order/Experience Certificates in last five years.....

.....  
.....

- Last Three Years CA Certificate. (2018-19,2019-20,2020-21) in the following Format:-

**Annexure- D**

**CERTIFICATE (On letter head of CA)**

This is to certify that I have verified the Books of Account and relevant documents of M/s.....  
 .....having its registered office at .....  
 District..... The total turnover as per Books of Accounts produced before me for verification is as follows:-

S.No.	Financial Year	Total Turn Over
1	2018-19	
2	2019-20	
3	2020-21	
	Average Turn Over in the last three Years.	

According to above information average annual turnover is Rs...../-

Sign and Seal of

Chartered Accountant

Date:-

Reg. No.:-

Handwritten signatures and initials at the bottom of the page.

Annexure- E

Format for Experience Certificate

The bidder should provide the experience details of services provided at each level:-

S.No.	State	District	Description of Project with period (in completed years)	Copies of work orders enclosed (yes/no)	Any other supporting document/experience certificate enclosed (yes/no)

Annexure F

Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any, and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

The bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Worker or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

**Annexure G**

**Declaration by the Bidder regarding Qualifications**

In relation to my/our Bid submitted to.....for procurement of ..... in response to their Notice Inviting Bids No.....Dated.....I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer , not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing reasons;
4. I/we do not have, and our directors and officers not have , been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualification to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings ;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Documents, which materially affects fair competition;

Date:  
Place:

Signature of Bidder  
Name:  
Designation:  
Address:

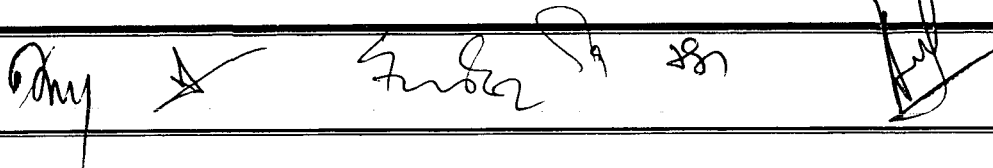
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Annexure-H

AGREEMENT

1. An Agreement made on date .....between.....  
..... (Hereinafter called "the approved Second Party", which expression shall where the context so admits, be deemed to include his heirs, successors, executors, Parent and affiliate companies and administrators) of the one part and the ..... (Hereinafter called "the department "which expression shall where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the selected and approved service provider has agreed with the Government to **"Conducting IGRA test for LTBI in Silicosis patients of district Jodhpur, Karoli, Dausa, Sirohi, Bharatpur & contacts of TB patients in districts Ganganagar, Churu, Barmer, Pali of Rajasthan"** under NTEP in the manner set the terms of the Request for Proposal (RFP) and Schedule of Rate appended herewith.
3. And whereas the selected and approved service provider has deposited a sum of Rs.....(Rupees.....) only in the form of ..... as security for satisfactory performance of the Project.
4. Now these present witnesses:
5. In consideration of the payment to be made by the department through State Programme Committee (TB), Rajasthan at the rate set forth in the Schedule hereto appended, the approved service provider shall duly and satisfactorily implement the project in the manner set forth in the terms of the RFP.
6. The terms of the RFP appended to this Agreement shall be deemed to be taken as integral part of this Agreement and are binding on the parties executing this Agreement.
7. (a) The First Party do hereby agree that if the approved service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions, the Government shall, through State Programme Committee (TB), Rajasthan, pay or cause to be paid to the approved service provider at the time and in the manner set forth in the said terms.  
(b) The mode of payment shall be as specified below-
  - Financing of the project shall be on reimbursement basis.
  - Claims/reimbursements are envisaged on monthly basis from state level. Service provider has to submit invoices every month to State TB Officer after proper verification from DTO of concern district.  
  
Original Bill should be submitted ever month with duly verification by authorized person including required camp details, patients details, etc & any other information sought by department.
- Payments to be released on submission of monthly statements of claims by the service provider and after their approval by the appropriate authority.
8. Termination /Suspension of Agreement



- 1) The First Party may, by a notice in writing suspend the Agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension –
- 2) Shall specify the nature of failure, and
- 3) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- 4) The Government after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events (a) to (d) as enumerated below, may terminate the Agreement after giving reasonable opportunity of being heard to the service provider.

(a) If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approved in writing.

(b) If the service provider becomes insolvent or bankrupt.

(c) If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days.

(d) If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

(3) In the event of premature termination of the contract by the Government on the instances, other than non-fulfillment/ non-performance of the contractual obligation by the agency, the balance remaining un-paid amount as on the day of termination shall be released within six months from the date of such termination.

In case of any default in providing the services, necessary action under the terms of this Agreement may be initiated by the Government in addition to imposition of penalty / liquidated damages / difference of loss of additional cost for new contract.

All disputes arising out of this Agreement and all questions relating to the interpretation of this Agreement shall be decided by the committee as specified in RFP document.

In witness whereof the parties hereto have set their hands on the.....day of.....2021.

Legal proceedings if any shall be subject to Jaipur (Rajasthan) jurisdiction only

Signature of the .....

approved service provider,

Signature & Designation

Date:

Date:

Witness 1

Witness 3

Witness 2

Witness 4

 Page 31.

**Annexure I**  
**Financial Proposal**

**For "Conducting IGRA test for LTBI in Silicosis patients of district Jodhpur, Karoli, Dausa, Sirohi, Bharatpur & contacts of TB patients in districts Ganganagar, Churu, Barmer, Pali of Rajasthan". under NTEP.**

S. No.	Description of items	Cost/test (Indian Rupees)
1.	<u>Cost per patient/contact for test of IGRA.</u>	Rs. ----- (Rupees ----- ----- ----- only)

**Note:- L1 will be selected whose cost per patient/contact will be minimum. Financial quote shall not be filled here. Bidders shall fill and upload the financial quote in the format specified for BoQ on eproc website.**

Place:

Date:

Signature of the authorized signatory

Designation and official seal

*[Handwritten signatures and marks]*



am



7/20/02

ca

son



✓

## Form of Bid-Securing Declaration

Date :  
Bid No. :  
Alternative No. :

To :  
-----  
-----

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on        day of  
Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

