

**Directorate Medical & Health Services**

**State Program Committee (TB)**

**Rajasthan**

**Request for Proposal (RFP)**

**For**

**Free Diagnostic services of suspected TB patients**

**In Rajasthan through TRUENAT machines under Reagent  
Rental Model**

**National TB Elimination Programme (NTEP)**

Last date and time for submission of Proposal: - 23-12-2021 till 11.59 PM

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DR. T.K.K.  
CHARMA  
DIR(PH)

(M.A. AN LAL)  
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(AMIT, T.O.)  
FORM

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DR. PUNSHOTAN  
S.O.

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SONI BT. STO

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DR. VIKAS  
GARY STO

Page 1

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MANISH KUMAR GUPTA (Accountant)

Disclaimer

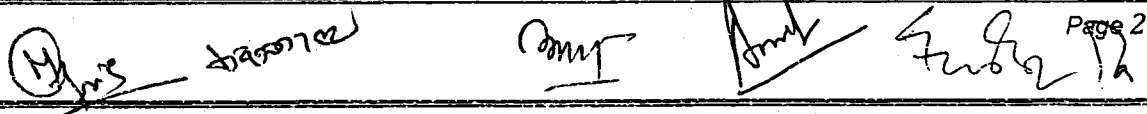
The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the National Health Mission/State Program Committee (TB), or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an Agreement and is not an offer or invitation by the 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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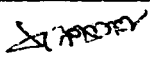
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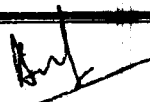
## Abbreviations

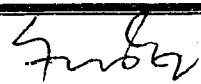
ANM	-	Auxiliary Nurse Midwifery
ASHA	-	Accredited Social Health Activist
AWC	-	Angan Wari Centre
AWW	-	Angan Wari Worker
BCMO	-	Block Chief Medical Officer
BOQ	-	Bill of Quantity
CMHO	-	Chief Medical & Health Officer
CHC	-	Community Health Center
DHS	-	District Health Society
DTC	-	District TB Clinic
DTO	-	District TB Officer
DMC	-	Designated Microscopy Center
CBNAAT	-	Cartridge Based Nuclear Acid Amplifier Test
GF&AR	-	General Financial And Accounts Rules.
GPS	-	Global Positioning System
IEC	-	Information Education and Communication
STS	-	Senior Treatment Supervisor
STLS	-	Senior Treatment Laboratory Supervisor
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
TU	-	TB Unit
RTPP Act	-	Rajasthan Transparency in Public Procurement Act 2012 & RTPP RULES 2013
AMC	-	Annual Maintenance Contract
DH	-	District Hospital
DMLT	-	Diploma in Medical Laboratory Technology
RNTCP	-	Revised National Tuberculosis Control Programme













Part-1

Government of Rajasthan

State Program Committee (TB)

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

No. NTEP/Reagent Rental/2021-22/

Date:

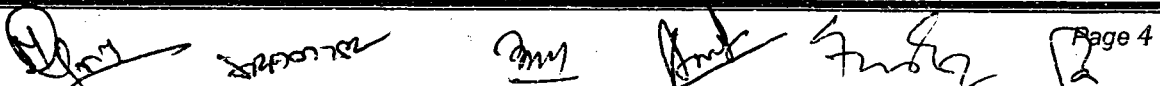
INVITATION OF REQUEST FOR PROPOSAL (RFP)

Through e-tender

Bid for selection of new service providers for "Conducting Free Diagnostic services of suspected TB patients In Rajasthan through TRUENAT machines under Reagent Rental Model in Rajasthan". are invited from interested bidders upto 23.12.2021 time 11.59 PM 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.raiswasthya.nic.in](http://www.raiswasthya.nic.in) departmental website.

UBN-----

Director (PH)  
Rajasthan, Jaipur

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## Part-2

### Project Profile

#### Name of the Project

Conducting Free Diagnostic services of suspected TB patients through TRUENAT machines under Reagent Rental Model in selected 200 government institutes of Rajasthan.

#### Objectives

The key objectives to be achieved through this project are:

To provide free Diagnostic services to suspected TB patients in health institutes (200 institutes) of Rajasthan through TRUENAT machines under Reagent Rental Model. In this project service provider will have to provide 200 TRUENAT machines in selected health facilities of Rajasthan along with required consumables/cartridges/reagents/maintenance. Space & manpower will be arranged by department.

#### Project Authority

Director Public Health

State Programme Committee (TB)

Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur

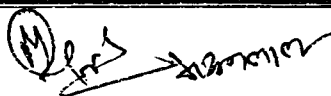
#### Brief Description of the Project

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 provide time bound test services to suspected TB patients, availability of infrastructure is more important, where patient can get diagnosis facility at their door steps. To fulfill such demand free Diagnostic services to suspected TB patients in selected 200 health institutes of Rajasthan through TRUENAT machines under Reagent Rental Model is proposed, where service provider will provide TRUENAT machines in selected institutes along with consumables/cartridges/reagents/maintenance. Department will arrange space & manpower.

It will be the sole responsibility of SP to keep machine functional all days, if machine become non functional then alternate arrangement shall be done by SP. Otherwise penalty will be imposed on SP.

#### Common Instructions

Presently state having 66 CBNAAT & 61 TRUENAT sites where diagnosis facility of suspected TB patients is available. To provide time bound test services to suspected TB patients one SP is required to provide such test facility on selected 200 sites. SP will be responsible for arrangement of machines, consumables, cartridges, reagents, maintenance. Space for installation of machine & manpower will be arranged by department.









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Required location for TRUENAT machines are health facility i.e. Medical College/District Hospital/DTC/SH/SDH/CHC/PHC/Private practitioner/hospital (registered under NIKSHAY)/ others, which may be change in future. SP shall ensure sufficient stock of cartridges in institutes. In case of non availability of cartridges or short supply penalty will be imposed on SP. Reports of test shall be submitted on same day of prescription.

SP will have to install all required machines within 2 months in all 200 locations, format for installation of machine is attached at annexure K. Training of staff shall be done with installation SP shall follow all required cold chain guidelines for supply of cartridges.

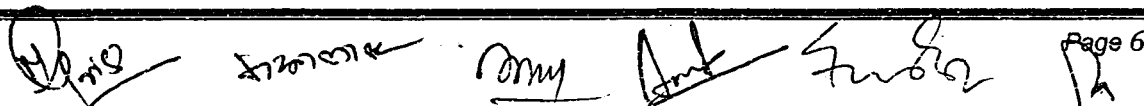
Specification of required machines and cartridges are attached at annexure L, it will be responsibility of SP to provide as required. SP will ensure all PM & calibration as per schedule. Report of such shall be submitted to office. Non compliance may impose penalty on SP.

SP will supply cartridges in concern institutes. Payment shall be based on reimbursement basis of actual per test done. Reporting format will be provided to selected SP. In case of any break down of machine alternate arrangement/ transportation of sample shall be done by SP.

All maintenance and repair work for the equipment should be undertaken on the weekly off days. Service provider will maintain all data of conducted tests. Payment shall be bone on reimbursement basis per test. Service provider will bear cost for repair and maintenance of all equipment, supply and transportation of consumables PM & Calibration, maintenance of machines etc. Nature of work described/required services may increase or decrease in future as required.

### Scope of Work

1. SP shall supply and maintain 200 TRUENAT machines as per required specifications in selected institutes. SP shall provide uninterrupted supply of cartridges to department well in advance.
2. All the equipment supplied by SP shall be new and in no circumstances second hand/used equipments shall be supplied.
3. SP will provide hands on training to staff that will operate the machines.
4. Payment will be done per test conducted which will be calculated on actual basis, for this SP shall submit invoices at state headquarter with detail of cartridges consumption, copy of test prescription, report etc.
5. In case of non functioning of machine for more than 3 days, SP will provide stand by machine in such institute of same specification and standard, otherwise penalty will be imposed.

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**Part-3**

**Information and Instructions to the Bidders**

**Eligibility Criteria:**

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

SNo.	Eligibility Criteria
	<b>Registration of the Bidder:</b>
	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.
	<b>Experience in implementation and management of such projects/ schemes:</b>
	Minimum three years of experience (as on 31-3-2021) The experience certificates issued by the competent authority of the client pertaining to such works done satisfactorily during the period should be provided in the specified format provided at Annexure E Which should be verified by government medical officer.
	<b>Financial Soundness/Stability:</b>
	A proposal may come from entity having a minimum annual average turnover of Rs 12 Crore in last three financial years (2018-19, 2019-20, 2020-21). The bidder must attach certified copy of audited accounts as supporting documents. (Annexure D) 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.
	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:**

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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 15.12.2021 at 10.30 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.

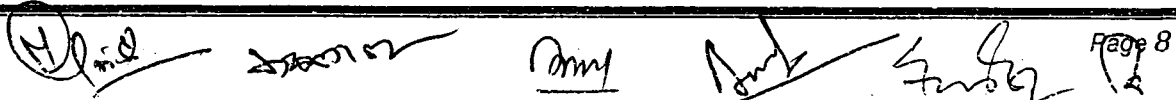
**Method for submission of the Proposal:**

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 & RISL fee shall be Rs 1000, which will be submitted through e grass only.
- c) Scanned copy of GRN & e- grass challan number towards cost of document, processing fees and as Bid declaration as per circular of FD.
- d) Procurement process shall be required to furnish the bid declaration as specified in the notice inviting bids. (Format attached)
- e) One service provider is required for entire task applicants having complete eligibility may only apply.
- f) 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.
- g) 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.
- h) 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.
- i) The proposal shall be submitted on the e- portal.
- j) 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.
- k) In case of any query bidders may contact for technical assistance regarding online fees on 0141-5111007.

 The bottom of the page features several handwritten signatures and stamps. From left to right, there is a circular stamp with the number '14', a signature, another signature, the word 'Army' written in a stylized font, another signature, a third signature, and a stamp that says 'Page 8' with the number '12' written below it.



### 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.

### 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

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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, 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;

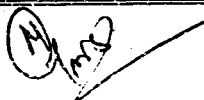
Provided further that in case Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

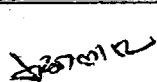
- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period 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 as 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.

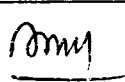
**(4) Appeal not to lie in certain cases**

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

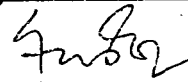
- (a) determination of need of procurement;
- (b) provision limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiation;
- (d) cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.











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**(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 filling 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.

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#### Part-4

##### Expected Outcomes: Operational Aspects

SP is expected to install & maintain 200 TRUENAT machines with cartridges in selected government health facilities. Apart from arrangement of machines, consumables, cartridges, reagents, maintenance, PM & calibration of machines will also be responsibility of SP. Space for installation of machine & manpower will be arranged by department.

Required location for TRUENAT machines are health facility i.e. Medical College/District Hospital/DTC/SH/SDH/CHC/PHC/Private hospital/Private practitioner/others, which may be change in future. SP shall ensure sufficient stock of cartridges in institutes. In case of non availability of cartridges or short supply penalty will be imposed on SP. SP shall follow all required cold chain guidelines for supply of cartridges.

SP will have to install all required machines within 2 months in all 200 locations. Training of staff shall be done with installation. SP will ensure all PM & calibration as per schedule. Report of such shall be submitted to office. In case of non functioning of machine for more than 3 days, SP will provide stand by machine in such institute of same specification and standard, otherwise penalty will be imposed.

##### Responsibilities of the Service Provider:

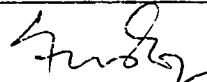
- i. Implementation of the project as per terms and conditions of the Agreement in the State of Rajasthan.
- ii. Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
- iii. Performance of the activities and carrying 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,











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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. 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. 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. The bidder should not be convicted by court of law in last three years.
- xv. The bidder should not be bank corrupted in last three years.
- xvi. The bidder shall maintain the code of integrity according to RTPP Act 2012 & Rules 2013.
- xvii. The payment to staff would be made through bank account only.

#### Responsibility of Department.

District authorities CM&HO, PMO shall provide adequate space in laboratory of selected institutes for installation of machine, electric supply, manpower for operation of machine & all necessary arrangements. District authorities CM&HO, PMO shall instruct existing manpower (LT of laboratory) to operate machine as per guidelines.

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.

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. DTO will coordinate entire activity i.e. selection/change in location, monitor supply of cartridges, conducting tests, reporting etc.

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**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 60,00,000)

**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.

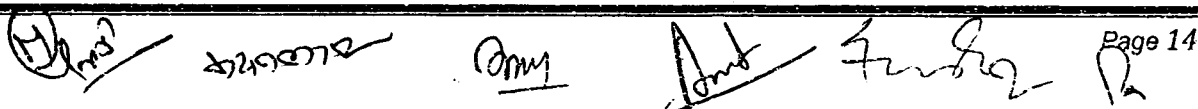
**Performance Security (2.5%):-**

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-

 The bottom of the page contains several handwritten signatures and initials in black ink. From left to right, there is a signature that appears to be 'H. S.', followed by 'S. S.', 'A. S.', 'S. S.', and 'S. S.'. To the right of these signatures, the text 'Page 14' is printed.

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. Payment shall be done on monthly basis.

**Operational Parameters and Penalties:**

Following are the broad operational parameters and norms for imposition of liquidated damages/ compensation/ 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 with machines (installation of machines & hands on training of LT)	Within 2 months from signing of the Agreement.	@ Rs 10,000/- per location per day after 2 months from the signing of the Agreement.
2.	Break down of machines	Maximum 3 days allowed for repairing of breakdown machine.	@ Rs 5,000/- per location per day after 3 days of breakdown.
3.	Non availability of cartridges	SP shall ensure uninterrupted supply of cartridges in all 200 locations	@ Rs 10,000/- per location per day in case of non availability of cartridges.
4.	Submission of daily reports (at the end of daily OPD report is to be submitted at District level as well as State level)	One daily report missed.	Penalty shall be @ 1000 per day per district report missed.
5	Non compliance of time bound preventive		Rs 5,000 per day per machine penalty will be imposed if scheduled

*(No) [Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

maintenance & Calibration

preventive maintenance & Calibration  
is not being done.

It is the duty and responsibility of the Service Provider/s to manage machines and ensure uninterrupted supply of cartridges in institutes and strictly as per RFP.

**Monthly report shall be verified by MOIC of concern institute/other staff nominated of concern district. Monthly report will be submitted by service provider to STO after proper verification by concern DTO.**

**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.
- 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.

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12



- 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.

*Amore*

---

*(Signature) →      (Signature)      (Signature)      (Signature)      Page 17*

**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.

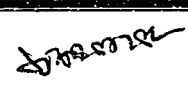
**Award of contract and execution of Agreement:**

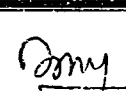
On evaluation of RFP and decision thereon, the selected Service Provider shall have to execute an Agreement with department. within 15 days from the date of issue of letter of intent. This Request for Proposal along with documents and information provided by the Service Provider shall be deemed to be 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

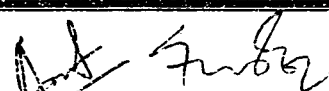
**Jurisdiction of Courts:**

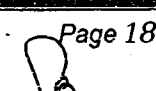
All legal proceedings, if arise to institute by any of the parties shall have to be lodged in the courts having Jaipur Jurisdiction only and not elsewhere.









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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)

*hansen*  
*M. S. S.*

*Om*

*Am*

*Surinder*

**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:

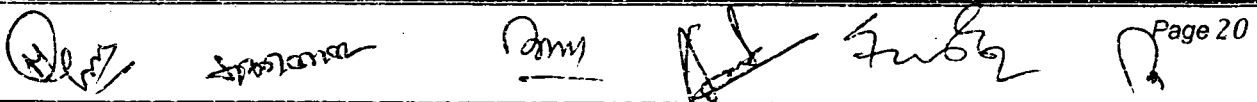
Director Public Health,  
Swasthaya Bhawan Tilak Marg Jaipur,

Dear Sir,

Sub: Selection of a Bidder for implementation of the project **"Free Diagnostic services of suspected TB patients In Rajasthan through TRUENAT machines under Reagent Rental Model 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 **"Free Diagnostic services of suspected TB patients In Rajasthan through TRUENAT machines under Reagent Rental Model 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

 Page 20

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:

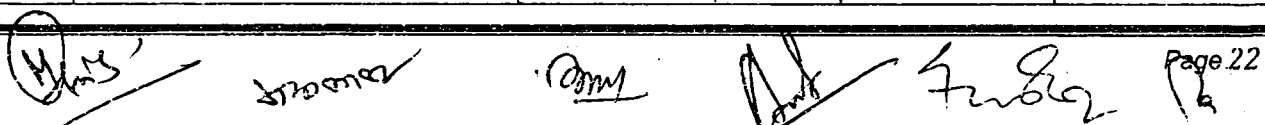
DISTRICT                      PIN:

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.	Registration under MSME act or their states counter parts.				
VI.	Income tax registration:				
VII.	Under Section 12A				
VIII.	Under Section 80 G				

 Page 22

IX.	Under Section 35 CCA			
X.	Any other Section			
XI.	GST			
XII.	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			

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

.....

*(Handwritten signature)*

*(Handwritten signature)*

*(Handwritten signature)*

*(Handwritten signature)*

*(Handwritten signature)*

*(Handwritten signature)*

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

~~N/A~~

~~2010/01/12~~

~~1999~~

~~1/1/02~~

~~1/1/02~~

Page 24  
a.



- 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.:-

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)

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

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.

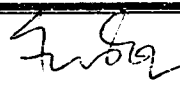
- (i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the 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, Work 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.



*Signature*









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:

*(Handwritten initials)*

*(Handwritten signature)*

*(Handwritten signature)*

*(Handwritten signature)*

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.

Whereas the selected and approved service provider has agreed with the Government to "Free Diagnostic services of suspected TB patients In Rajasthan through TRUENAT machines under Reagent Rental Model Under NTEP.

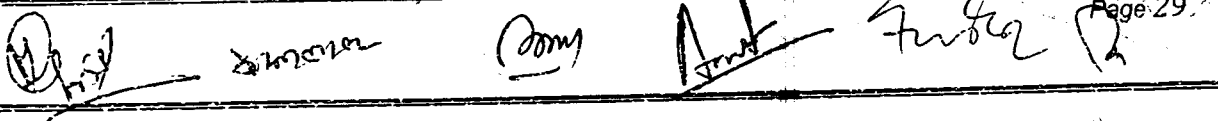
2. "under NTEP in the manner set the terms of the Request for Proposal (RFP) and Schedule of Rate appended herewith.
3. And whereas the selected and approved service provider has deposited a sum of Rs.....(Rupees.....) only in the form of ..... as security for satisfactory performance of the Project.
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

A horizontal line separates the signature area from the witness area. Below the line, there are several handwritten signatures and initials. From left to right: a signature with 'ms' below it, a signature that appears to be 'Anurag', a signature that appears to be 'Dm', a signature that appears to be 'Anurag', and a signature that appears to be 'Anurag'. To the far right, there is a handwritten 'Page 30' with a circled '12' below it.

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

**Free Diagnostic services of suspected TB patients**

**In Rajasthan through TRUENAT machines under Reagent Rental Model Under NTEP.**

S. No.	Description of items	Cost per test (Indian Rupees)
1.	<u>Cost of test per patient including machine, cartridges, maintenance of TRUENAAT etc</u>	Rs. ----- (Rupees ----- ----- only)


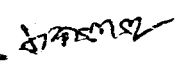
**Note:- Financial quote shall not be filled here. Bidders shall fill and upload the financial quote in the format specified for BoQ on eproc website.**

Place:

Date:

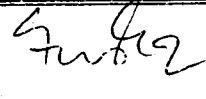
Signature of the authorized signatory

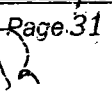
Designation and official seal







Page 31  


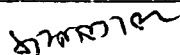
Annexure K

This is to certify that one TRUENAAT machine has been installed  
in..... (Name of institute) block.....  
district..... On dated.....

Machine is brand new manufactured by ..... Training for  
operationalisation of TRUENAT machine has been given to ..... (name of  
person).....(designation) on date.....

Name , Signature & Seal of concern MOIC











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Annexure I

Cartridge consumption voucher

Name of institute.....Block.....

District Name.....

Previous balance of cartridges .....


Cartridges received this month .....

Total .....

Consumption this month .....

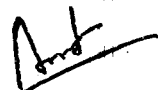
Net balance .....

Name Signature & Seal of concern MOIC

  
1/22

Director

Amj



Suba

Page 33  
2