



**Request for Proposal (RFP) for Selection of a Project Management Unit (PMU) for
Operation & Management of Tele-MANAS Services**

Reference No.: F-NHM/NMHP/SNO/TELEMANAS TENDER/2026-27/157

Date: 5/8/2026

Mode of Bid Submission	Online through e Procurement system at http://eproc.rajasthan.gov.in
Procuring Entity	Mission Director, NHM, Rajasthan
Pre-Bid Meeting Date & Time	11-08-2026 at 11:00 AM
Last Date & Time of Submission of Bid	25-08-2026 up to 11:00 AM
Date & Time of Opening of Technical Bid	25-08-2026 at 4:00 PM

Bidding Document Fee: Rs. 10,000/- (Rupees Ten Thousand only)

Name of the Bidding Company/ Firm:			
Contact Person (Authorized Bid Signatory Name & Designation):			
Correspondence Address of the Bidder:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Mission Director, National Health Mission

Ground Floor, NHM Building, Swasthya Bhawan,

Tilak Marg, C-Scheme, Jaipur

Phone: 0141-2221590

Web: rajswasthya.nic.in , Email: sno-nmhp-rj@nic.in

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Dr. S. L. Gupta

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1. Notice Inviting Bid (NIB)

Unique Bid Number	
NIB Reference No.	
Name and Address of the Procuring Entity	Mission Director, National Health Mission Ground Floor, NHM Building, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur Phone: 0141-2225822
Name and Address of the Programme Officer In-charge	SNO -NMHP, National Health Mission, Swasthya bhawan, C- Scheme, Jaipur
Subject Matter of Procurement	RFP for Selection of a Project Management Unit (PMU) for providing Services of Operation and management of Tele-MANAS Program
Method of Procurement	Open Competitive Bidding
Bid Evaluation Criteria (Selection Method)	LCBS (Least Cost Based Selection Method)
Website for downloading Bidding document, Corrigendum, Addendum etc.	sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in www.rajsvasthya.nic.in
Bid Document fees	Rs. 10,000/- (Rupees Ten Thousand Only) (Non-Refundable)
RISL Fees	Rs. 2,500/- (Rupees Two Thousand Five hundred Only) (Non-Refundable)
Estimated Procurement Cost	Rs. 7.11 Crores (Rupees seven Crore Eleven Lakh only) which is Inclusive of GST
Contract/ Project Period	2 years from the date of signing of agreement, extendable by 01 year on satisfactory performance.
Bid Security	2% of Estimated Procurement Cost: Rs. 14,22,000/- (Rupees Fourteen Lakh Twenty-Two Thousand Only) 0.5% of Estimated Procurement Cost: Rs. 3,55,500/- (Rupees Three Lakh Fifty-Five Thousand Five Hundred Only) (for MSME Units)
Period of Sale of Bidding Document (Start / End Date)	5 -08-2026 (Start Date) 25 -08-2026 (End Date)
Pre-Bid Meeting Date/ Time	11 -08-2026 Time: 11.00 AM

Request for Proposal (RFP) for Selection of a Project Management Unit (PMU) for Operation & Management of Tele-MANAS Services

Manner, Start/ End Date for the submission of bids	Submission only through – https://eproc.rajasthan.gov.in Start date: -05-08-2026 End date: -25-08-2026 up to 11:00 AM.
Submission of Banker's Cheque/ Demand Draft for Bid Document fee, RISL Processing Fee and Banker's Cheque/ Demand Draft/BG for Bid Security	25-08-2026 Up to 11:00 AM in box placed at room no. 239, Second floor, Swasthya Bhawan, C- Scheme, Jaipur (Raj.)
Date/ Time/ Place of Technical Bid Opening	25-08-2026 at 4:00 PM, NHM State Office, Swasthya Bhawan, C-Scheme, Jaipur
Date/ Time/ Place of Financial Bid Opening	Shall be informed separately.
Bid Validity	90 Days from the opening of technical bids.

Note:

- 1) Bidder authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD/BC for Bid Document fees, RISL Processing Fees and DD/BC/BG for Bid Security as required affidavit on non-judicial stamp paper should be submitted physically at the office of Procuring Entity as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. As per RTPP Act & RTPP Rules.
- 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Bid Document fee, RISL Processing Fee and Banker's Cheque/ Demand Draft/Bank Guarantee for Bid Security, up to <time> on <date>, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RISL Processing Fee should be drawn in favour of "Managing Director, RISL" and Bidding document fee, Bid Security should be drawn in favour of "Rajasthan State Health Society" payable at "Jaipur" from Scheduled Bank. All Original Stamp Paper used as Affidavit/Declaration in RFP should be physically submitted before last date and time of bid submission.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate Class 3 Class 3 (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or they may contact e-Procurement cell, Department of IT & C, Government of Rajasthan on the following:
Address: e- Procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
Email: eproc@rajasthan.gov.in
- 4) Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) Also, bidders must register on <http://eproc.rajasthan.gov.in>.
- 6) NHM will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- 7) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.

- 8) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. Reasons for doing so shall be recorded in writing.
- 9) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful Bidder.
- 10) Procuring entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 11) The provisions of RTPP Act, 2012 and Rules 2013 there to shall be applicable for this procurement.
- 12) Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules 2013 thereto, the latter shall prevail.
- 13) **All exemptions under the RTPP act and RTPP Rules will remain applicable to MSMEs and sick industrial units.**
- 14) **Any bidder (Any member of consortium/Joint venture), who is blacklisted/debarred in the last three years from the last date and time of bid submission shall not be eligible to participate in this procurement process.**

2. Program Profile & Background

Name of the Program: -National Tele Mental Health Programme (Tele-MANAS) in the state of Rajasthan

2.1 Introduction

The GoI launched the NMHP in 1982, in response to the heavy burden of mental illness and critical need of mental health care infrastructure in the community.

The District Mental Health Program (DMHP) was appended to the NMHP in 1996 to overcome the shortcomings of the programme and transitioned the districts into administrative and implementation units for NMHP. The DMHP envisages extending mental health services through the existing healthcare infrastructure and human resources at the community level.

The DMHP provides basic mental health care services through a range of facility and community-based interventions.

Advocating the use of digital tools for improving the efficiency and outcome of the healthcare system, particularly in the domain of mental health care, the National Tele Mental Health Programme, Tele Mental Health Assistance and Networking Across States (Tele-MANAS) was announced by the Hon'ble Union Finance Minister in the Union Budget 2022.

These guidelines are intended to support the initiation of Tele-MANAS in the States and Union Territories (UTs). The focus of these guidelines is on the provision of mental health counselling services by the Tele-MANAS Cells and establishing linkages with physical in-person consultations for those who need in the districts where DMHP is established and operational, through e-Sanjeevani video consultations, and also at the mentoring institutions.

As Tele-MANAS is a digital arm of DMHP, these guidelines are adjunct to the relevant recommendations of the DMHP guidelines.

The apex institutions (NIMHANS, IIIT-B, NHRSC), regional co-ordinating centres and mentoring institutions will be working closely with the states/UTs in all these activities by providing support for technical issues, capacity building, implementation, service provision, linkages, monitoring and evaluation, as well as research and innovations.

2.2 Aim and Objectives

The National Tele Mental Health Programme of India, Tele Mental Health Assistance and Networking Across States (Tele-MANAS) envisions to work as a comprehensive, integrated and inclusive 24 x 7 tele mental health facility in each State and UT in India with the specific aim and objectives.

2.1.1 Aim: To provide universal access to equitable, accessible, affordable and quality mental health care through 24 x 7 tele mental health counselling services as a digital component of the National Mental Health Programme (NMHP) across all Indian States and UTs with assured linkages.

2.1.2 Objectives

1. To exponentially scale up the reach of mental health services to anybody who reaches out, across India, any time, by setting up a 24x7 tele mental health facility in each of the States and UTs of the country.
 2. To implement a fully-fledged mental health service network that, in addition to counselling, provides integrated medical and psychosocial interventions including video consultations with mental health specialists, e-prescriptions, follow-up services and linkages to in-person services.
 3. To extend services to vulnerable groups of the population and difficult to reach populations.
- These guidelines provide an overall implementation framework for an effective roll out of Tele-MANAS services incrementally in the States and UTs.

2.3 Organization Framework

The Government of India (GoI) in its Union Budget 2022, announced the National Tele Mental Health Programme of India, Tele Mental Health Assistance and Networking Across States (Tele-MANAS) and entrusted the Ministry of Health and Family Welfare (MoHFW) to guide its overall implementation. Consequently, the MoHFW formed a National Technical Advisory Group (NTAG) and three technical advisory sub-committees (Mental Health Service Delivery, Information Technology Architecture and Health Systems) to achieve the specific goals and objectives of Tele-MANAS.

The roles and responsibilities of NTAG and the three technical advisory sub-committees are given in operational guidelines of Tele-MANAS.

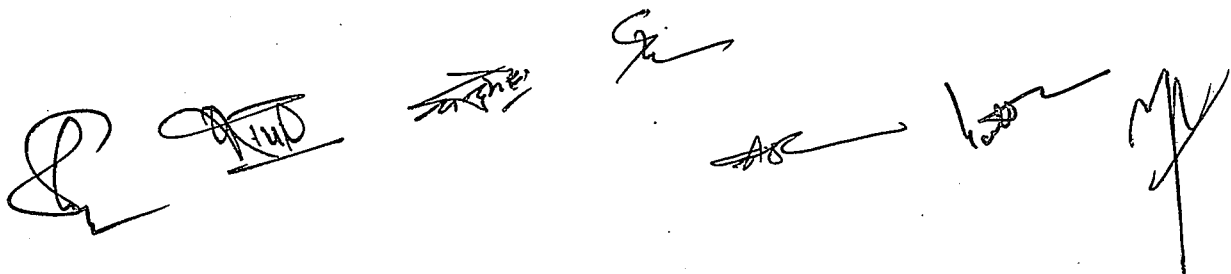
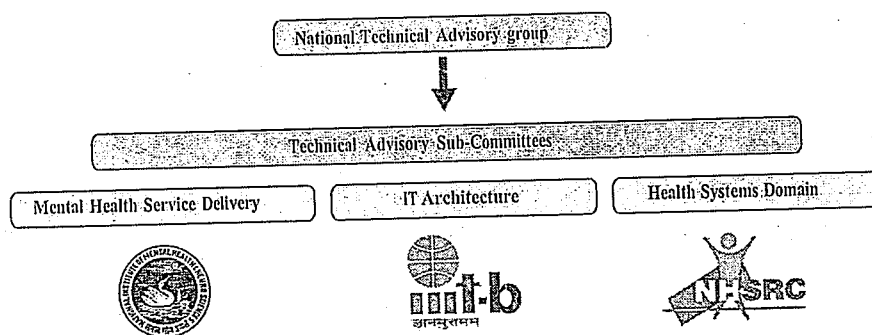
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Figure 1: Organizational Framework: Steering Committees and their Nodal Centres



In addition to the steering committees, the Apex Nodal Institute for mentoring and monitoring of Tele-MANAS will be NIMHANS.

2.4 Tele-Manas Programme Stake Holders

1. Ministry of Health and Family welfare, Government of India, New Delhi.
2. NHSRC, New Delhi.
3. Mission Director, NHM, Rajasthan.
4. Director Public Health, Directorate Medical and Health Services, Jaipur, Rajasthan.
5. NIMHANS, Bengaluru: - National apex centre to co-ordinate activities of Tele-MANAS
6. IIT Bengaluru.
7. PGIMER, Chandigarh: - Regional Coordinating Centre for Tele-MANAS Rajasthan.
8. Medical Superintendent, Psychiatric Center, SMS Medical College Jaipur, Rajasthan (Mentoring Institute).
9. Medical Superintendent, MDM Hospital, SN Medical College, Jodhpur, Rajasthan.
10. Head of Department, (Department of Psychiatry), Psychiatric Center, SMS Medical College Jaipur, Rajasthan.
11. Head of Department, (Department of Psychiatry), MDM Hospital, SN Medical College, Jodhpur, Rajasthan.

3. Eligibility Criteria

3.1 Technical Capacity

The applicant can either be a single entity; a joint venture company or consortium of entities formed for this purpose with a valid memorandum of understanding (MoU) duly executed. The applicant(s)/ members can also either be a Firm, Company, Society, Joint Venture or a Trust fulfilling following conditions are only eligible to apply: -

- i. Companies incorporated under the Company's Act, 2013 and Companies (Amendment) Act, 2020 are eligible on standalone basis or as a part of the bidding consortium.
- ii. Societies registered under Societies Registration Act, 1860 and Income Tax Act 2025
- iii. Trust incorporated under Indian Trusts Act, 1882 and The Indian Trusts (Amendment) Act, 2016
- iv. Proprietorship firm
- v. Partnership firm under The Indian Partnership Act, 1932

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- 3.1.1 The bidder should have minimum 2 years of experience of operation of a Tele-MANAS Operations or Similar Work in the last 5 years (2021-22 to 2025-26) and with respect to project cost work experience of at least **One** similar work costing not less than the amount equal to 80% of the Estimated Procurement Cost of this project **Or Two** similar completed works costing not less than the amount equal to 60% of Estimated Procurement Cost of this project **Or Three** similar completed works costing not less than the amount equal to 50% of Estimated Procurement Cost of this project.

Note: For the purpose of this criterion, "Similar Work" shall mean "Operation & Management and/or Project Management Unit (PMU) services involving the deployment, supervision and payroll management of manpower for running a 24x7 call centre / helpline, tele-health / tele-medicine / tele-counselling," executed for any Central / State Government, Public Sector Undertaking, Autonomous / Statutory Body, or reputed public organisation.

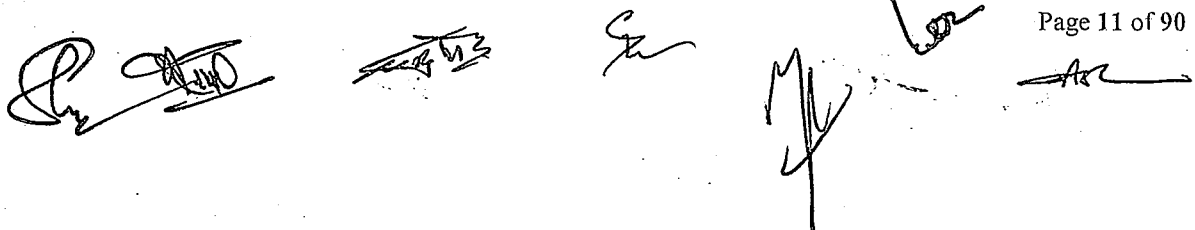
- 3.1.2 Copy of Work orders and Certificates of Satisfactory services issued from various Central / State Government / Corporations / Boards/ other Autonomous & Statutory bodies to whom services have been provided in past needs to be submitted along with the proposal mandatorily. In case of consortium/Joint Venture, the Lead member shall be required to fulfil the Technical Eligibility criteria individually. In consortium / Joint Venture maximum three members allow.
- 3.1.3 Bidder or in case of consortium, any of members should not have been convicted by any court of law for any criminal or civil offence in last three year from the last date and time of bid submission. Bidder or in case of consortium, any of members should not have been declared bankrupt & debarred/blacklisted in the last three years from the last date and time of bid submission. Bidder will submit an affidavit to this effect on firm letter pad as (Annexure-12A)
- 3.1.4 Bidder will give an affidavit that no investigation by any statutory body / Govt. investigating Agency of any state Govt./ Central Govt. is undertaken or pending against the bidder for the charge having nature of criminal/economic offence/fraud. (this provision were removed pre-bid) (Annexure-12A1)
- 3.1.5 Bidder should not have been debarred in last three year from the last date and time of bid submission by Central government/ State government / Public Sector undertaking in India or any state of India. (Annexure-12A2)
- 3.1.6 Bidder should not be declared as an insolvent by any Authority or institutions. (Annexure-B)

3.2 Financial Capacity

Bidder should have minimum Rs. 03 crores of annual average turnovers during last three Consecutive financial years starting from financial year 2022-23 to 2024-25 or 2023-24 to 2025-26 as the case may be). Bidder needs to submit audited turnover statements issued by statutory auditor. For Purpose of verification of turnover, bidder is required to submit a certificate of turnover of the said financial years issued by competent Chartered Accountant (Annexure-15).

The Bidder should submit details of financial capability for the last three (3) financial years as per (Annexure-14) and Annexure-14A.

The Qualifying Bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Joint venture /Consortium, Audited Annual Reports of all the Members of Joint Venture/ Consortium should be submitted. The lead member of Consortium /Joint venture shall be required to fulfil the 60% sharing of total Annual Average turnover (Should be same nature) of last three financial years (2022-23 to 2024-25 or 2023-24 to 2025-26 as the case may bc).



The turnover shall be calculated on basis of Arithmetic sum of turnover of all members. The constitution of Consortium/Joint Venture shall not be changed without prior permission of MD, NHM during the entire tenure of the project.

Notes: -

- i. The Bidder may seek qualification on the basis of financial capability of its Parent and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements.
- ii. The Individual firms and Partnership firms shall have to submit a CA audited / CA certified Balance Sheet and other financial statements for evaluation purposes.
- iii. CA Certified copies of all the Balance Sheets whether of Bidder or all consortium/ Joint venture members from where the financial strength is drawn has to be submitted along with RFP.

4. Scope of Work

4.1 Program Management: - Overall management of Tele-Manas Call Center (State cell Jaipur, Jodhpur and Mentoring cell Jaipur) and coordination with Stakeholders.

4.2 Operation and Management: -

- Operation and Management (O&M) of the Tele MANAS (24 x 7) counselling services at Mentoring cell Jaipur & Two State cells Jaipur and Jodhpur.
- Hiring of Human resources as per Tele-Manas guideline and ensuring timely payment.
- Coordination with mentoring institute psychiatric center Jaipur.
- Ensure 24x7 Tier-1 Tele-counselling and video consultation.
- Line-listing and follow-up of referred cases to Tire-2.
- Establish close collaboration with DMHP teams across the State in all their activities

4.3 Maintenance, Management & Operations of Assets Handed Over to service provider of Tele-Manas Programme.

- Takeover & inventory of assets: IT hardware, software, telecom infra, furniture handed over by Department/working agency.
- Preventive & corrective maintenance of all hardware/software.
- Asset lifecycle management: updates, patches, license renewals, end-of-life replacement
- Facility management of Tele MANAS Cells: utilities, security, housekeeping and other day to day maintenance.
- Maintain asset register, insurance, warranty tracking etc.

4.4 IT Platform & MIS: - Coordination with IIIT-Bengaluru for Tele MANAS App, video consult rollout. Manage MIS, dashboards, call analytics, cybersecurity and execution accordingly.

4.5 Quality & Capacity Building: -Counsellor training, accreditation, QA audits. Standardize clinical protocols.

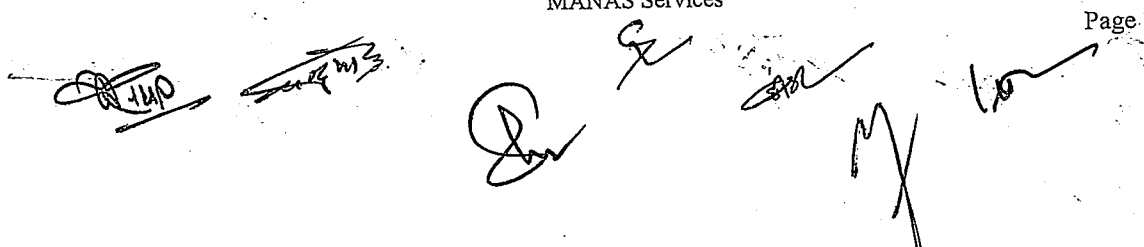
4.6 Awareness activities: - Awareness activities for 14416/Tele-Manas app at various hospital OPDs, Educational institutions and coaching centres.

4.7 Monitoring & Reporting: - Monthly reporting, SLA compliance report and real time monitoring access to authorities.

4.8 Organizational Framework in Rajasthan:

- NIMHANS, Bengaluru: - National apex center to co-ordinate activities of Tele-MANAS
- PGIMER, Chandigarh: - Regional Coordinating Centre for Tele-MANAS Rajasthan

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- Mentoring Institute: - Psychiatric Center, SMS Medical College Jaipur, Rajasthan.
- State Tele-MANAS cells: -
- Psychiatric Center, SMS Medical College Jaipur, Rajasthan,
- MDM Hospital, SN Medical College, Jodhpur.

5. Program Duration

Duration of the program shall be for Two years constrained to Program Implementation Plan (PIP), which will commence from date of signing of agreement. After One & Half year it would be evaluated at state level monitoring committee. If services of service provider found satisfactory as per provision of RFP, program duration may be extended for further One years constrained to PIP. If NHM is not willing to continue services before stipulated period of the agreement the same can only be done by giving 1 months' notice in writing to service provider.

6. Program Deliverables, Milestones, Time Schedule and Responsibility

6.1 Hiring of Manpower

6.1.1 Human Resources and Capacity Building

- The Tele-MANAS cells will comprise of technical staff (counsellors, senior consultants, consultants, and Clinical Psychologist/Psychologist/Psychiatric Social Worker/ Psychiatric Care Nurse) and other HR (technical coordinators/project coordinators, data entry operator and attenders).
- Details of the Tele-MANAS cell HR are provided in Table 1.

Table 1: Human Resources for State Tele-MANAS cells (TMC) (As per Category 1 of Operational Guideline)

Technical Staff				
Human Resources (for each State Tele-MANAS Cell)	No. of HR at State Cell Jaipur	No. of HR at State Cell Jodhpur	Qualification	Roles and Responsibilities
Counsellors	20	20	ESSENTIAL: Masters in Clinical Psychology / Social Work or other related disciplines such as MA Sociology/ Psychology OR Bachelors in psychology or social work or nursing with 2 years' experience in mental health work, preferably counselling DESIRABLE:	• Assess mental health conditions including substance use and suicidal risk. • Provide basic psychosocial and psychological counselling. • Proactive follow-up calls with prior consent. • Liaise with specialist mental health professionals. • Triage and Refer call to Tier 2 service providers. • Escalation or referral of crisis calls.

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			Experience in mental healthcare delivery and counselling	• Referral to higher level interventions. • No medical interventions will be suggested or provided by non-specialists.
Senior Consultant	1	1	ESSENTIAL: A post graduate Psychiatry qualification e.g., MD/ DNB/ Diploma Experience: Three years' experience in a recognized institution in the Psychiatry after obtaining the qualifying degree of MD or qualification recognized equivalent thereto. DESIRABLE: 1. Clinical and/or research Experience in Telemedicine and/or Tele-training 2. Experience of working with multidisciplinary research teams 3. Indexed scientific publications	• Will be the In-charge/ head of the State Cell and will be responsible for overseeing the overall functioning of the State Cell. • Provide specialist audio/video consultations. • Assist PWMI and other users of Tele-MANAS. • Develop curated modules and manuals for service delivery. • Supervise the MHPs (Psychiatry, CP, PSW, Nursing) and lay counsellors of the state. • Network with existing services across the states • Training and evaluation. • First level escalation of issues, conflict resolution, and annual report preparation. • Provide state level data as and when required to state, apex institute and center. • Conduct / be part of high-quality scientific research in tele mental health. • Liaise with the apex institute, central ministry, and state government for effective service delivery.
Consultant	2	2	ESSENTIAL: A post graduate Psychiatry qualification e.g., MD/ DNB/ Diploma DESIRABLE: 1. Clinical and/or research Experience in Telemedicine and/or Tele-training 2. Experience of working with multidisciplinary research teams Indexed scientific publications	• Will be Deputy/ Assistant to the Senior Consultant and will support him/her in all their functions. • Provide specialist audio/video consultations. • Clinical, research and academic responsibilities under the consultant psychiatrist/and the designated states/UTs (to work as a tier-2 specialist, providing both audio/video consultations). • Supervise the MHPs (Psychiatry, CP, PSW, Nursing) and lay counsellors of the state. • Assist PWMI and other users of

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				Tele-MANAS. • Develop curated modules and manuals for service delivery. • Conduct / be part of scientific research in tele mental health.
Clinical Psychologist/Psychologist/ Psychiatric Social Worker/ Psychiatric Care Nurse	3	3	ESSENTIAL: First or Second Class M.Phil. in clinical Psychology / M. Phil Psychiatric Social work/ M.A./M. Sc. degree in Psychology / First- or Second-class M.A./M.S.W. degree in Medical Psychiatric Social Work / M.Sc. in Psychiatric Nursing, from recognized institute as per Indian Nursing Council DESIRABLE: 1. Clinical and/or research Experience in Telemedicine and/or Tele-training 2. Experience of working with multidisciplinary teams *Differential remuneration should be offered as per qualification.	• Work as a mental health professional. • Deliver tele based therapeutic services, IQ assessment, facilitate disability benefits positive mental health, wellness initiatives, support, and wellbeing of entire human resource of Tele-MANAS. • Conduct IEC activities, disability benefits, psychoeducation. • Assist PWMI and other users of Tele-MANAS. • Develop curated content of social work modules and manuals for service delivery. • Training of cadres of students, workers and lay persons in mental health screening, telephonic counselling, and supervising Tier-1 cadre and nursing professionals. • Closure of loop of assessment and care.
Other HR				
Technical Coordinators/ Project Coordinators	1	1	ESSENTIAL: • BE in engineering OR • Diploma in Engineering with 2 years' experience of working in health-related technologies or • MCA • Additional qualifications and competencies, especially M.Phil. in clinical Psychology / M.Phil. Psychiatric Social work / PhD. DESIRABLE: • Experience in setting up infrastructure and maintenance of IT for healthcare institutions	• To liaise between State Level Tele-MANAS cells on the one hand and with IT establishments on the other, to ensure adequate equipment, infrastructure is available in the state cells, troubleshooting services and repairs. • To co-ordinate for smooth functioning of the State/UT level Tele-MANAS cells. • Support multidisciplinary teams, with project planning, organizing, staffing, directing, reporting, and coordinating responsibilities.

			• Experience in office administration preferably in public projects or telemedicine projects	
Data Entry Operator	2	2	ESSENTIAL: • Diploma in Computer Application. DESIRABLE: • Experience of working in healthcare projects with multidisciplinary teams.	• To enter data accurately and keeping records up to date, compiling verifying accuracy and sorting information to prepare source data for computer entry. • Using and maintaining important software and computer applications. • Preparation of monthly reports and analysis of monitoring indicators under the supervision of the Consultant/ Senior Consultant.
Attenders	2	2	ESSENTIAL: - Class 12 DESIRABLE: • Experience of working in healthcare projects with multidisciplinary teams.	• Helping the other human resources in calls, appointments, organizing files, managing calendars. • Maintain files, arrange for meetings. • Maintenance of the workspace.

Human Resources at the Mentoring Cell under Mentoring Institute (Psychiatric Center, SMS Medical College Jaipur, Rajasthan):

1. Assistant Professor/ Senior consultant –1
2. Senior Resident/ Consultant -1
3. Clinical Psychologist/Psychologist/Psychiatric Social Worker/Psychiatric Care Nurse-1
4. Project Co-ordinator-1
5. Data Entry operators-1

In addition to the outlined HR, Head of Department (HOD) Psychiatry, Psychiatric Center, Jaipur will be the head of Mentoring cell Jaipur (for both State cells) and Tele-MANAS State Cell Jaipur. Head of Department (HOD) Psychiatry, S N Medical College Jodhpur will be the head of Tele-MANAS State Cell Jodhpur. Asst. Professor level faculty at psychiatry center, SMS Medical College, Jaipur & M.D.M. Hospital, S N Medical College Jodhpur in Department will be the Nodal person which will be nominated by Head of Department (HOD) Psychiatry.

The Nodal person will work as per the directions of the Head of Department (HOD) Psychiatry. Superintendent of the Psychiatric Center, Jaipur will look-after all the financial and administrative related works of Mentoring Cell & State Cell Jaipur. Superintendent of the M.D.M. Hospital, S N Medical College Jodhpur will look-after all the financial and administrative related works of State Cell Jodhpur.

The entire strength of the Mentoring Institute will be utilized for mentoring and consultations as and when required. The qualifications for the HR will be similar to those for the State Cells.

Mission Director, NHM will be the Nodal Officer and SNO, NMHP the State Program Officer for the Tele-MANAS cell.

- Each facility would consist of 20 counsellors working in three shifts. (Table 2).

Table 2: Shift-wise distribution of counsellors

Shift/Type of State/UT Call	No. of Counsellors as per Category 1 of 200
Morning Shift (8 AM to 2 PM)	8
Evening Shift (2 PM to 8 PM)	8
Night Shift (8 PM to 8 AM)	4

- The Counsellors attending the calls would triage the calls based on a brief history of the caller. They would provide the care needed within their capabilities or refer the caller for care by the Mental Health Professionals (Clinical Psychologist/Psychologist/Psychiatric Social Worker/Psychiatric Care Nurse).
- Cases of Acute Psychiatric Emergencies and those requiring detailed in-person evaluation and management would be referred to the Tier 2 mental health professionals of Tele-MANAS/ DMHP /mentoring institution.
- Their roles are defined below in Table 3.

Table 3: Roles and responsibilities of Tele-MANAS/DMHP personnel providing services at Tier 2 of Tele-MANAS

Additional role of DMHP personnel/ existing Human Resources at health facilities under Tele-MANAS
In-person interventions ✓ Provision of in-person follow-up. ✓ Repeat prescriptions. ✓ Administering long-acting injections at treatment facilities. ✓ Emergency psychiatry services. ✓ Inpatient management.
Additional role of DMHP personnel/ existing Human Resources at health facilities under Tele-MANAS
✓ Complex diagnostic assessments and management. ✓ Management requiring close collaboration with other medical specialties (general hospital psychiatry). ✓ Electroconvulsive therapy and other non-invasive brain stimulation techniques. ✓ Inpatient rehabilitation. ✓ Any other service that requires clients/families to be present in-person. ✓ Referral back to Tele-MANAS system for follow-up.

The team of HR at the Mentoring Institutions will have the following roles and responsibilities given in Table 4.

Table 4: Roles and responsibilities of HR at Mentoring Institutions

Human Resources at Mentoring Institutions under Tele-MANAS
• Networking with professionals of State/ UT Tele-MANAS cells • To supervise the work of MHPs (Psychiatry, CP, PSW, Nursing) and lay counsellors of the state/ UT cell. • Capacity building, training and evaluation of training of the HR at the State/ UT cells, as well as the DMHP team. • Provide state level data as and when required to state, apex institute and centre. • Provide clinical responsibilities in helping Persons with Mental Illness (PWMI) and other users of Tele-MANAS in domains of their expertise, thereby functioning as Tier 2 service providers themselves as per requirement. • To develop curated content of modules and manuals for service delivery. • Training- will be involved in training of Cadres of students, workers and lay persons in mental health screening, telephonic counselling, referral and appropriate management. • Conduct high quality scientific research to assess the need, efficacy and effectiveness of tele-mental health delivery. • Liaison- with the apex institute, central ministry and across state government. • Coordinate activities between partner institutions. • To keep abreast with the latest scientific advancements, the HR should also be involved in teaching, training and academic activities of the institute.

6.2 Milestone for taking over the program

The Handing Over and Taking Over (HOTO) process shall be completed within five (5) working days from the date of execution of the Memorandum of Agreement (MoA), under the supervision of the Medical Superintendent and/or the Head of the Department of Psychiatry of the Psychiatric Centre, Jaipur, and the MDM Hospital, Jodhpur.

6.3 Service Delivery Framework

The general guiding principles governing the service delivery process for Tele-MANAS are that:

- a) Majority of users (about 80%) will have mental health concerns/mental distress and not mental illnesses and
- b) Most of these concerns can be effectively handled by trained non-specialists.

Consequently, a tier-based system would be established, and counselling services would be provided to those with mental health problems and to their family members and caregivers. Based on the level of care necessitated, these services will be dispensed by trained HR (clinical psychologist/psychiatric social worker/ psychiatric care nurse).

1. A Two-Tier System

- Tele-MANAS will be organized as a two-tier system. Tier-1 will comprise the State Tele-MANAS cells, which includes trained counsellors and mental health specialists. Tier 2 will

comprise specialists at District Mental Health Programme (DMHP)/Medical College resources for physical consultation and/or e-Sanjeevani for audio visual consultation.

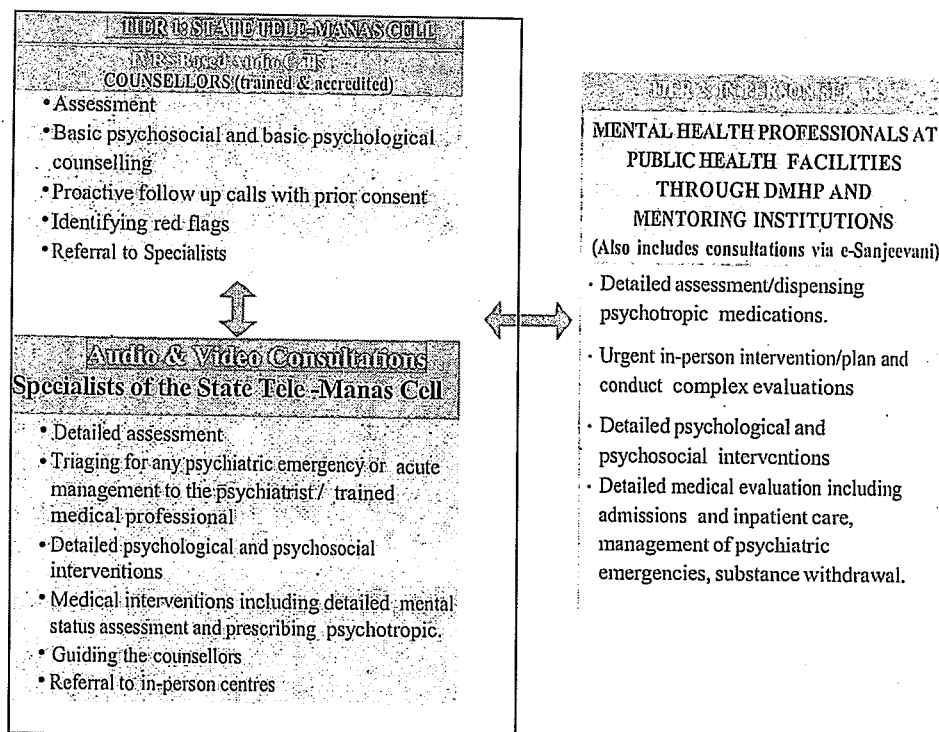


Figure 2: - Service delivery framework for Tele-Manas

- A calling mechanism will be established within each State/UT Tele-MANAS cell to provide services to their respective population.

Tele-Manas Calling Mechanism: -

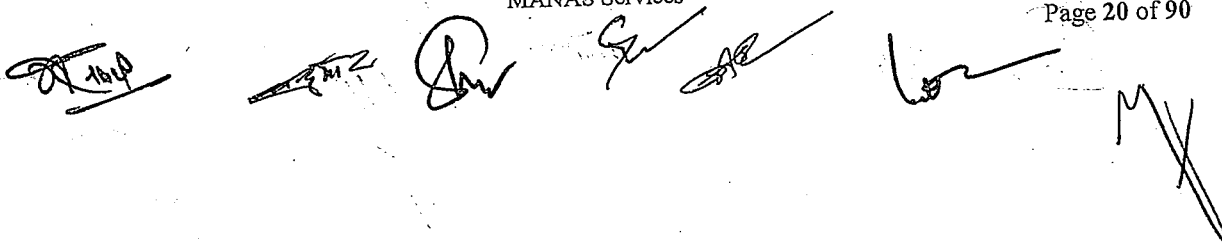
1. Beneficiaries will be able to access the Tele-MANAS helpline by dialling the given digits. This call will be an IVRS based audio calling only, with a timely auto-call back approach. Through the automated call back service, the caller will first be attended to by a trained counsellor.
2. The counsellor will be a trained non-specialist delivering mental healthcare through Tele-MANAS. Approximately 15-30 mins will be spent by each counsellor on each call depending on the case. Each Counsellor in one shift will be attending roughly 30-50 calls/day.
3. Based on the level of care required, the counsellor will either provide the care needed within their capabilities or refer the caller for specialist care. In this case, the counsellor attending the call will be trained to triage the calls as well.
4. If the caller requires specialized care, the call will be escalated to the next level, that will be handled by a mental health specialist (Psychiatrist/Clinical Psychologist/Psychologist/ /Psychiatric Social Worker/Psychiatric Care Nurse). This level of service will contain both audio as well as video-based options. At this stage, a decision will also be made about requirement of need for referral to an in-person service.

5. In case the caller requires urgent in-person intervention/complex evaluations and management, they will be referred to the nearest in-person service for physical consultation and/or an audio-visual consultation with a specialist will be arranged through e-Sanjeevani. These centers will range from Health and Wellness Centre (HWCs) to tertiary care centers as part of the DMHP.
 6. Whether a medical prescription is required or not, attempts to maintain continuity of care (including same care provider and forward and backward linkages) will be made. Linkages will also be developed with PHCs and HWCs for safe delivery of medicines to the beneficiaries.
 7. Ayushman Bharat Health and Wellness Centres (AB-HWCs) at both Sub Health Centres and Primary Health Centres in rural and urban areas shall act as a bridge between the community and Tele-MANAS cells for referral and follow-up.
 8. At Community level, multiple existing community structures and activities shall be leveraged to undertake referral of needy individuals to Tele-MANAS. The community structures include Village Health Sanitation Nutrition Committee, Self Help Groups (SHG) and their federations, Mahila Arogya Samiti (MAS) and Jan Arogya Samitis (JAS) of SHC-HWC & PHC-HWCs. The activities where referrals may be undertaken include Village Health Sanitation and Nutrition Days (VHSND), calendar health days, screening camps, block level and AB-HWC level Health Melas, group meetings of the patient support groups and sanjeevini groups (self-help groups of the elderly).
 9. ASHA shall also sensitize people about the Tele-MANAS helpline during home visits.
 10. At AB-HWCs level, Medical Officers and Community Health Officers shall leverage the Tele-MANAS services for mental health counselling and specialist care.
 11. Health and wellness ambassador in schools will also act as a vehicle to identify the school children who need consultation related to mental health condition and referring them to nearest AB-HWCs for consultation call either by using Tele-MANAS cell or through e-Sanjeevani platform.
 12. Community Based Assessment Checklist (CBAC) is being used at the community level. The CBAC includes PHQ2 for early identification and referral of people needing further care to AB-HWCs.
- 2. Integration with District Mental Health Programme (DMHP)**
- Tele-MANAS is envisaged to be integrated with DMHP services to supplement and complement them. Infact, Tele-MANAS would be working as the 'digital arm' of the DMHP.
 - The DMHP personnel will provide Tele-MANAS services on the Tier 2 level on needs basis. For callers that require urgent in-person intervention/complex evaluations and management, they will be referred to the nearest in-person service for physical consultation (Tier 2). These centers could range from Health and Wellness Centre (HWCs) to tertiary care centers as part of the DMHP.

Existing State and District Program Management Units

- The State Nodal Officers for NMHP, Program Officers of the NCD Management Cell at the Program Management Unit (PMU), as well as their corresponding District level functionaries shall be engaged in the roll-out and implementation of Tele-MANAS from its inception.
- They shall be responsible for the initial mapping of resources in the District and State and facilitate smooth integration of Tele-MANAS with DMHP and other health programs.
- They shall also be engaged in collating the monthly reports from the State Cells and Mentoring Institutions and sharing the same with the stakeholders.

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6.4 Responsibility of the service provider

1. Operation and Management (O&M) of the Tele MANAS (24 x 7) counselling services at Mentoring cell Jaipur & Two State cells Jaipur and Jodhpur.
2. Hiring of Human resources as per Tele-Manas guideline and ensuring timely payment.
3. Coordination with mentoring institute psychiatric center Jaipur and all related stake holders
4. Ensure 24x7 Tier-1 Tele-counselling and video consultation.
5. Line-listing and follow-up of referred cases to Tire-2.
6. Establish close collaboration with DMHP teams across the State in all their activities
7. Takeover & inventory of assets: IT hardware, software, telecom infra, furniture handed over by Department/working agency.
8. Preventive & corrective maintenance of all hardware/software.
9. Asset lifecycle management: updates, patches, license renewals, end-of-life replacement
10. Facility management of Tele MANAS Cells: Electricity, water charges, utilities, security, housekeeping and other day to day maintenance etc.
11. Maintain asset register, insurance, warranty tracking etc.
12. Counsellor training, accreditation, QA audits. Standardize clinical protocols.
13. Awareness activities for 14416/Tele-Manas app at various hospital OPDs, Educational institutions and coaching centers.
14. The service provider shall have to submit the reports in the form and format desired by the Department/NHM.
15. It will be mandatory that the bidder shall be fully responsible for adhering to the provisions of various applicable laws including Labour laws and Minimum Wages Act. In case the Service Provider fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the Service Provider shall be fully responsible to compensate/indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of Rajasthan Public Demands Recovery Act, 1952 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 and other labour welfare laws of land while appointment, continuation, termination during the job. These laws shall also be complied by the Service Provider in case any accident/mishap/death/injury/disability occur to any of the staff. Service provider manages all type related documents timely like insurance etc.
16. Recruit, train and position qualified and suitable personnel for implementation of the program at various levels. The staff so engaged/recruited/appointed shall be exclusively on the pay rolls of the Service Provider and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. Service Provider shall not assign or sublet his contract or any substantial part thereof to any agency.
17. (a) 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.
(b) In respect of any matter relating to the agreement, always act as faithful partner to the Government and shall all times support and safeguard the Government's legitimate interests in any dealing with the contracts; sub- contracts and third parties.

18. Any legal liability arises after signing of agreement or during contract period because of implementation of Law, compliance of directions of Courts shall be solely responsibility of service provider.
19. It shall be responsibility of the Service Provider to provide/ensure 24x7 Uninterrupted services, any interruption /strike shall lead to strict action against the Service Provider, including penalties as prescribed and even forfeiture of Performance Security if decided so by MD, NHM.
20. Issues related to Manpower/HR Payment and operational Handling shall be dealt by Service Provider only. Under any circumstances, NHM will not be involved in HR issues of Service Provider unless need to intervene due to unforeseen circumstances.
21. **Statutory Compliance:** The Service Provider is responsible for the compliance of the statutory requirement under any law in respect of any asset and operation. The Service Provider shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.

6.5 Responsibility of National Health Mission / Government of Rajasthan

- 1) National Health Mission /GOR shall provide appropriate assistance where required so as to benefit maximum people of Rajasthan.
- 2) Timely settlement of claims at the agreed terms in accordance with the provisions of the agreement. Claims shall be presented to Medical Superintendent of concern hospitals and final payment shall be made by the State Level except Payment of Mentoring cell.
- 3) To conduct regular monitoring and evaluation of the project activities based on quantifiable indicators and reports received from the service provider.
- 4) Prescribe various formats for reporting progress of the project Service.

6.6 Roles and responsibilities of other Stakeholders

NIMHANS, Bengaluru
• National apex centre to co-ordinate activities of Tele-MANAS across India. • Conceptualizing activities of Tele-MANAS, preparing scheme concept note and the budget for submission. • Co-ordinate with the MOHFW and NHSRC for effective implementation of Tele-MANAS across the country. • Collaborate with IIIT, Bangalore for effective implementation of Tele-MANAS across the country. • Preparing the curriculum of the course for Tier-1 counsellors, approval by the statutory bodies of the institute, training and mentoring of Tier-1 counsellors, assisting the regional centres (identified to work with fixed number of state level cells). • Design, develop and run innovative digitally driven training courses for different cadres of health professionals. • Establish standard and uniform operating procedures in training and service delivery. • Monitoring the progress of Tele-MANAS on a day to basis, nationally and periodic reporting to MOHFW, Govt. of India. • Develop innovative models of tele mental health care that are suited to different clinical scenarios in collaboration with the other implementing agencies. • To work with regional coordinating centres across the states/UTs, for standardizing the curriculum and assisting them in their role of training and hand-holding Tier-1 counsellors and other tasks related to Tele-MANAS.

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- Collaborate with DMHP teams across the states/UTs for the successful integration of Tele-MANAS into the NMHP/DMHP.
- Provide collaborative consultations and support for counsellors, professionals, and primary care providers in delivering mental health care.
- Develop, implement, and test out innovative teaching methods for various cadres of health workers in mental health.
- Keep a track of the contemporary developments in the area and to incorporate those principles into the day to day running of the programme.
- Develop and disseminate IEC content related to Tele-MANAS.
- Conduct implementation research.
- NIMHANS will have a core-committee, to function as a think-tank.

PGIMER, Chandigarh - Regional Coordinating Centre for Tele-MANAS, Region I

- Assist NIMHANS in performing its key responsibility areas.
- Formulation and conduct of the training and oversee a group of States, UTs and mentoring institutions.
- Each center to cater to a given number of states/UTs.

State Tele-MANAS Cells

- Run the Tele MANAS 24 x 7 counselling services.
- Collaborate with regional coordinating centres /national apex coordinating centre and mentoring institutions.
- Establish close collaboration with DMHP teams across the States in all their activities.

Besides this mechanism, NHSRC will function as the Health Systems Technical Support Unit for Tele-MANAS, while IIIT-B shall function as the IT partner supporting the implementation of Tele-MANAS.

Roles and responsibilities of NHSRC and IIIT-B are available in operational guidelines of Tele-Manas.

6.7 Role & Responsibility of Mentoring cell/Institute: - Psychiatric Center, SMS Medical College Jaipur, Rajasthan.

- Collaborate with NIMHANS and the state cells to standardize the training curriculum of Tier-1 counsellors and train them.
- Plan and train the assigned Tier-1 counsellors including periodic retraining and evaluation of the trainees.
- Support the state cells in all activities related to Tele-MANAS (provide collaborative consultations, training, and referral centers for complex cases).
- Function as a referral center for the state for complex clinical issues and also for in-person consultations along with DMHP.
- Accrediting centers for training Tier-1 counsellors.
- Conduct implementation research.
- Overall monitoring of mentoring cell and both state cells.

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6.8 Capacity Building

- Regional Coordinating Centers (RCCs) and Mentoring Institutions (MIs) will take up mentoring, monitoring, and training of State Cells in specific regions of the country. Provisions will also be made to support the counsellors anytime during the service delivery (on-the-job mentoring by specialists of tier 2). To make sure there is no burnout and emotional distress among counsellors given their work profile, support will be provided by the RCCs.
- For specialist mental health professionals, no formal training or accreditation is envisaged as they are already specialists. However, each team will be formally oriented to the programme in a 1–2-day immersion session co-organized by NIMHANS, the mentoring institutions, regional coordinating centers, IIIT-B and NHSRC.
- Additionally, opportunities will be provided for continuous learning and upgradation of skills and mechanisms inbuilt to upkeep the skills through innovative means (for example, peer supervision).

6.9 Equipment

At present, all necessary equipment, workstations, furniture, and other infrastructure are already available in working condition at both State Cells established at the Psychiatric Centre Jaipur and MDM Hospital Jodhpur, as well as in the Mentoring Cell established at Jaipur. The responsibility for the maintenance, repair and upkeep of all such equipment and infrastructure shall rest with the operating agency/firm. Hand-over and Taken-over process will be performed as per rules/guideline.

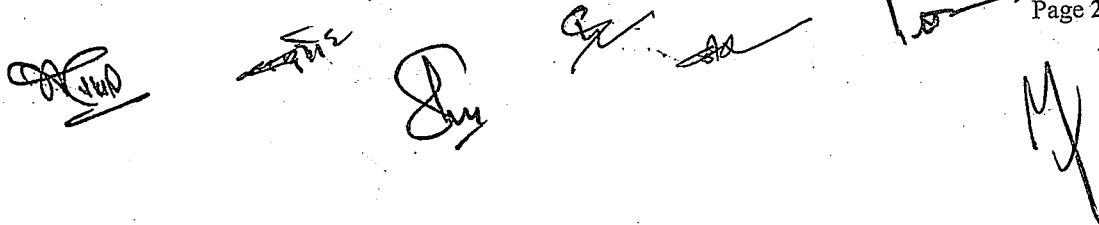
No modification, alteration, or change shall be made to the existing equipment or setup without prior approval. Any required changes shall be undertaken only after obtaining approval from the State-level authority.

6.10 Monitoring Mechanisms

The indicators for monitoring of Tele-MANAS are listed below:

Input and Outcome Indicators
1. Number of calls attended in Tier-1 level. 2. Number of calls attended in Tier-2 level. 3. Number of referrals to in-person services. 4. Break up of calls at different levels with regards to (a) demographic details (b) clinical details (c) nature of calls. 5. Number of emergency calls attended. 6. Response time. 7. Satisfaction surveys with users. 8. Patient level outcomes. • Symptom improvement. • Improvement with regards to burden and disability.

Disaggregation of all outcome level indicators for age, gender, residence, socioeconomic status, marital status etc. will be done. Monitoring mechanisms for the listed indicators will include monthly reports, periodic reviews with States, periodic performance reviews district wise by States, constant feedback from all stakeholders as well as monitoring call patterns and M&E studies.



6.11 Ethical and Legal Considerations

- Highest medical ethical standards will be ensured during the entire process of service delivery and informed consent will be the basis for all clinical encounters.
- Ethical and legal considerations will be embedded into the training curriculum of Tier-1 counsellors. Maintaining professional boundaries in a client-therapist relationship will be maintained as an area of priority and patient privacy, dignity and confidentiality will be treated as primary concerns during the counselling sessions. The dos-and-don'ts in terms of an emergency situation will also be emphasized in the training curriculum.
- Implementation of Tele-MANAS will adhere to provisions of Mental Healthcare Act, 2017, National Mental Health Policy, 2014, Telemedicine Practice Guidelines of India, 2020, Professional Practice Guidelines related to Tele Psychiatry, Tele Clinical Psychology, Tele Social Work and Tele Nursing. Additionally, Tele-MANAS will also adhere to the policies and laws related to Data Protection and Provisions of IT Act, 2000.
- Any inconsistencies amongst the various provisions in law will be addressed on a priority basis through relevant stakeholder consultations.

6.12 Integration with National Health Programs

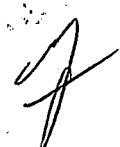
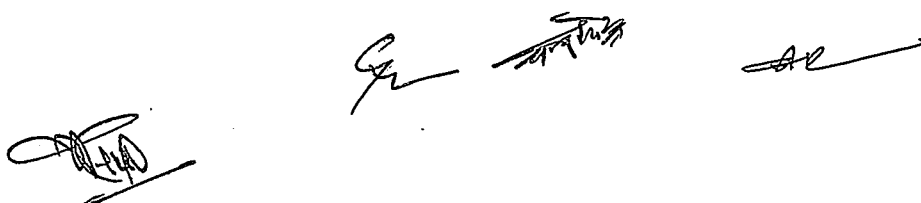
Tele MANAS shall provide mental health counselling and management services for beneficiaries of all ages, genders, geographies, vulnerabilities. Hence its integration with existing National Health Programs is imperative.

6.13 Investment and Ownership

All movable and immovable assets created in the project shall be the property of NHM Government of Rajasthan. Account of such assets shall be maintained properly. The assets & the accounts so created shall have to be handed over to the Government on completion/termination of the agreement in proper working condition. Service Provider shall ensure to send the detailed information on monthly basis of the assets procured in that particular month.

Note: - Reference –

1. Tele-MANAS Operational Guideline issued by Government of India in 2022.
2. Orders issued by NHM/DMHS GoR, MOHFW New Delhi or other competent authorities from time to time.



7. Operational Parameters and Penalty Clauses

7.1 Service Level Agreement (SLA) and Penalty Clause Tele-MANAS Programme

S. No.	Service Area	SLA Parameter	Target SLA	Penalty for non-compliance
1	Call Centre / Helpline Services	Call Centre Availability	24x7 availability	Penalty of Rs 50,000 Per Day.
		Call Answer Rate	100% of incoming calls answered (Answer to Every Missed Call)	Penalty of Rs 1,000 Per Unattended Call.
		Escalation of Calls	All High-Risk Calls and 10% of Routine calls to clinical psychologist/psychologist and Consultants.	Penalty of Rs 1,000 Per Report.
		Any shortfall/default found on inspection by NHM team	24x7 functionality of center. Fully functional work-stations (including Hardware & Software).	Penalty of 1000/- for every shortfall found and subsequently will be doubled on each inspection for the shortfall already reported and as mentioned earlier. (Maximum Penalty for a single point will be Rs 10,000)
2	Counselling & Clinical Service Quality	Availability of Trained HR	100% approved deployment	Shortfall of employee (HR) Proportionate deduction for shortage period & Recovery of 1000/- per employee per day as a penalty of unavailable manpower.
		Emergency/High-Risk Case Handling	Immediate escalation as per approved SOP	₹5,000 per incident of non-compliance
		Quality audit score (Call monitoring)	> 90% (By Independent call monitoring)	If < 90% then penalty of ₹1,000 per month
		Case Documentation	100% complete records maintained	₹1,000 per missing/incomplete case record
		Follow up of cases of suicidal risk and cases referred for in-person consultation	100%	₹10,000 per missing/incomplete case of suicide risk.

3	Security & Data Privacy	Confidentiality & Professional Misconduct	Zero tolerance	May lead to termination of concern person as a penalty.
4	IT Application / Platform Services	If any hardware equipment found in non-working state. Electricity Backup, UPS etc. Internet connectivity	Critical Application Failure Resolution within 4 hours. *3 days are allocated for hardware repair time	500/- per day per equipment after repair time is over.
5	Reporting & MIS Services	Monthly report submission with 100% data accuracy	Within 7 days after month closure	Penalty of Rs 5,000 per delayed report after 24 Hours of 7 Day limit.
6	Manpower Deployment	Replacement of Resigned/Absent Staff after verification of qualification	Within 7 Days	Recovery of proportionate manpower cost along with applicable penalty after 7 days.
7	SLA Monitoring	SLA Performance Review by MD NHM	Regular monitoring by competent authority assigned by MD NHM	Persistent failure for three consecutive months may result in Performance Improvement Plan, enhanced monitoring, reduction of scope, or termination of contract

General Conditions:

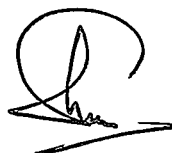
1. Average waiting time for caller should be less than 30 seconds. the selected bidder shall maintain SLA compliance records and submit monthly performance reports to the competent authority.
2. The bidder shall provide Root Cause Analysis (RCA) for repeated SLA violations and implement corrective/preventive actions.
3. The bidder shall maintain an escalation mechanism for resolution of critical operational and technical issues.
4. The decision of the competent authority regarding SLA assessment and penalty imposition shall be final and binding.
5. Weekly off will be allowed for Human Resources as per Applicable Labour Law and Concern Laws but The service provider will ensure smooth and uninterrupted 24*7*365 days Tele-MANAS services."
6. It shall be the responsibility of the tenderer to make regular payments of honorarium and other dues to all staff/services, regardless of payment has been received or not received from the NHM.

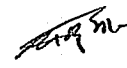
8. Payment Terms of the program

The terms of payment shall be as follows:

Request for Proposal (RFP) for Selection of a Project Management Unit (PMU) for Operation & Management of Tele-MANAS Services

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1. The qualification of Human Resource Employees will be verified by a Three - member committee constituted by medical superintendent of concerned hospital/institution. The qualification of the personnel will remain as per the guidelines provided by the Government of India.
2. The Service Provider/Project Coordinator shall submit the original monthly bill along with the required documents, including biometric attendance records of all deployed human resources and proof of ESI and PF deposits, duly signed and sealed by the Service Provider.
3. Verification of the qualifications of all human resources shall be carried out by a three- member committee at the concerned hospital prior to their appointment by the Service Provider.
4. The Nodal Officer at the Mentoring Institute, Psychiatric Center, Jaipur, appointed by the HOD, Psychiatry, shall conduct a minimum of two training sessions per month under the guidance of the HOD, Psychiatry.
5. The Nodal Officer of the Tele-MANAS State Cell at the concerned hospital shall submit a Case Discussion/Case Conference Report for a minimum of two training sessions conducted each month.
6. The HOD, Psychiatry, the Nodal Officer of the concerned hospital Tele-MANAS Cell, and the AAO shall verify the biometric attendance and bills/invoices as per the RFP and submit them to the Medical Superintendent of the concerned hospital for countersignature.
7. The Medical Superintendent shall submit the verified invoices, along with all relevant supporting documents, to the Mission Director, NHM, for payment of both State Cells at the State level.
8. All payments related to the Mentoring Cell/Institute shall be made at the level of the Medical Superintendent, Psychiatric Center, SMS Medical College, Jaipur.
9. No advance financing/payment shall be done under any circumstances.
10. Financing of the project shall be on reimbursement basis in accordance with the provisions of the agreement. Claims/Reimbursements are envisaged on monthly basis on submission of statement of invoices by the service provider.

9. Inspection of Telemanas cell

Any person / team designated by NHM/ Medical & Health Department /SNO NMHP and Mentoring institute / Medical Superintendent/ HOD Psychiatry/ Nodal officer nominated by HOD Psychiatry / District Nodal officer DMHP can inspect the Mentoring / Telemanas Cell at any time.

10. General Terms & Conditions of Contract

10.1 Monitoring & Evaluation

- a) The performance shall be reviewed by Mission Director, National Health Mission as and when required and by Additional Chief Secretary/Principal Secretary, Medical & Health Department as and when directed.
- b) Medical Superintendent/ HOD Psychiatry/ Nodal officer nominated by HOD Psychiatry will oversee the activity within their respective Tele-Manas Cells in concern hospitals.
- c) The services and records of the service shall be subject to inspection by designated officer(s) of Medical & Health Department.
- d) Evaluation of performance may be undertaken by National Health Mission.

- e) Regular monitoring of the services shall be undertaken by District / State NHM.

10.2 Saving Clauses

In the absence of any specific provision in the agreement on any issue the guidelines already issued/to be issued by the Mission Director, NHM, Government of Rajasthan shall be applicable and binding on the service provider.

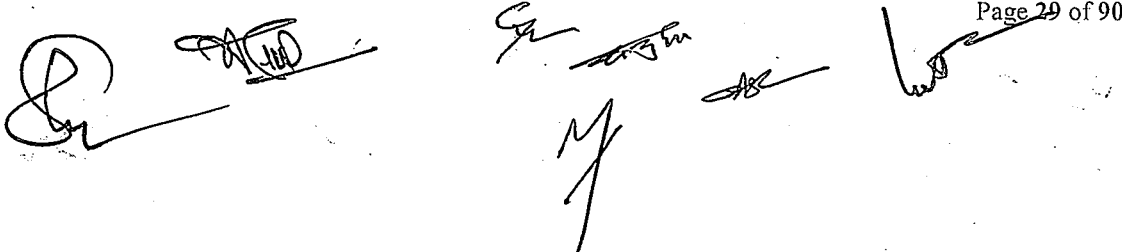
10.3 Force Majeure

- a) While running Tele-Manas Program and Calling Services, the Service Provider shall not be allowed to suspend or discontinue Services during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to Software and Hardware or any of the Project Facilities or non-availability of staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of Tele-Manas call center, a suspension of or failure to provide Emergency Services on the occurrence of a Force Majeure event will be an Event of Default and Department may terminate this Agreement without any termination payment being made in respect thereof.
- b) Department agrees to reimburse the cost of repair or replacement of any Software and hardware equipment in respect thereof that is damaged as a direct consequence of a Force Majeure Event, to the extent that such cost was not covered by the relevant insurance policies that were obtained by the service provider
- c) On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, Department may give instructions to the Service provider including requiring deployment HR and Tele calling System in specific locations, in such circumstances, the Operator shall comply with such instructions and will be excused from adherence to relevant performance standards.
- d) The failure of a party to fulfil 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: -
 - Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
 - Has informed the other party as soon as possible about the occurrence of such an event.

10.4 Termination /Suspension of Agreement

- (a) The Government 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--
 - i. Shall specify the nature of failure, and
 - ii. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- (b) 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 (i) to (iv), may

Request for Proposal (RFP) for Selection of a Project Management Unit (PMU) for Operation & Management of Tele-MANAS Services



terminate the agreement after giving reasonable opportunity of being heard to the service provider.

- i. If the service provider do 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 approve in writing.
- ii. If the service provider becomes insolvent or bankrupt.
- iii. 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: or
- iv. 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.

10.5 Handover at the time of exit from the Project

The assets shall have to be handed over to the Government on completion/termination of the agreement in proper working condition. Service Provider shall ensure to send the detailed information on monthly basis of the assets procured in that particular month.

10.6 Modifications

Modifications in terms of reference including scope of the services can only be made by written consent of both parties. However, basic conditions of the agreement shall not be modified.

10.7 Settlement of Disputes

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 to the committee constituted as below: -

- (a) Principal Secretary Medical and Health, GoR.
- (b) Representative of Secretary Finance, GoR.
- (c) Representative of Secretary Law, GoR.
- (d) Representative of Secretary IT, GoR.

10.8 Jurisdiction of Court

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

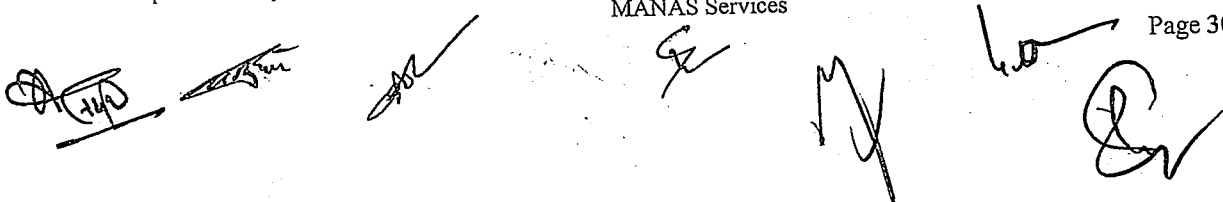
10.9 Reporting

The Service provider shall have to submit the reports in the form and format desired/designed by the Department/NHM as & when required in form/format of Excel, MS word etc. All reporting shall be done as and when required by MD, NHM or respective District authorities.

11. Instruction to Bidders

11.1 Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal, e-Procurement portal and departmental website. The prospective bidders



shall be permitted to download the bidding document from the websites and pay its fees while submitting the Bid to the procuring entity.

11.2 Pre-Bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the result of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

11.3 Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may, for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder who has submitted his bid in response to the original invitation shall have the opportunity to modify or resubmit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of bids, when changes are made to the bidding documents by the procuring entity:
- e) Provided that the bid last submitted or the bid as modified by the bidder shall be considered for evaluation.

11.4 Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

11.5 Format and Signing of Bid

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents including the bid document should be uploaded digitally signed with the DSC of authorized signatory.
- c) A Single stage- Two part/ cover system shall be followed for the Bid: -
 - i. Technical Bid, including fee details, eligibility & technical documents
 - ii. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Mandatory Fee Details		
1.	Bidding Document Fee, Bid Security, RISL Processing Fee. The responding Firm /Agency a) Should have made a payment of Rs. 10,000/- (Rupees Ten Thousand only) for the Bidding Document Fee (Non-Refundable) b) Should have submitted a Bid Security as mentioned in the NIB. c) Should have submitted RISL Processing Fees of Rs. 2,500/-	Instrument/Proof of submission (PDF)
Eligibility Documents		
2.	Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Enclosed Annexures in RFP (PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
4.	Documents required for Technical Evaluation as mentioned in technical evaluation criteria	Documents as per technical evaluation criteria
5.	Certificate of Conformity/ No Deviation	As per Annexure-6 (PDF)
6.	Tender Form	As per Annexure-2 (PDF)

- e) The bidder should ensure that all the required documents, as mentioned in this bidding document, have submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.
- f) Any amendments which were uploaded shall be valid only if they are digitally signed by the authorized person by the bidder for digitally signing the Bid.

11.6 Cost & Language of Bidding Document

- a) The bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- b) The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the procuring entity, shall be written only in English Language. strictly on the forms provided in this RFP.
- c) The Proposal with all accompanying documents (the "Documents") and all Communication in relation to or concerning the Selection Process shall be in English language.

11.7 Alternative/ Multiple Bids

A bidder is eligible to submit only one proposal for the project. A bidder company bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. Alternative/ Multiple Bids shall not be considered at all.

11.8 Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB. The total estimated Project Cost Rs. 7.11 Crores (Rs. Seven Crore eleven lack Only) for 2 years and Rs. 14,22,000 (fourteen lakhs Twenty-Two Thousand only) have to be submitted by bidder as 2.0% bid security in the form of Banker's Cheque/ Demand Draft/ BG/ as required affidavit on non-judicial stamp paper in favour of "Rajasthan State Health society". The bid security must remain valid thirty days beyond the original or extended validity period of the bid. In the absence of the Bid Security, technical proposal of the bidder shall be rejected. The Bid Security shall be kept valid through the bid validity period and would be required to be extended if so, required by the department.

- a) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- b) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- c) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- d) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- e) No interest shall be payable on the bid security.
- f) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- g) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - i. the expiry of validity of bid security;
 - ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - iii. the cancellation of the procurement process; or

- iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

11.9 Deadline for the submission of Bids

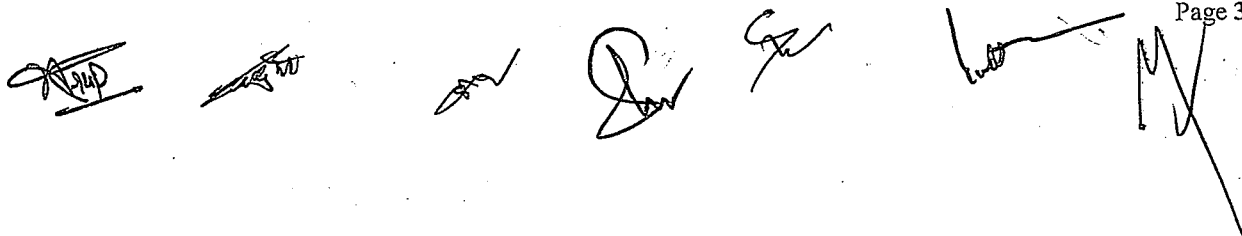
- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

11.10 Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

11.11 Opening of Bids

- a) The Bids shall be opened by the bid opening committee constituted by Procuring entity on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The bid opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The bid opening committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to procuring entity).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);



- ii. bid is valid for the period, specified in the bidding document;
 - iii. bid is unconditional and the bidder has agreed to give the required performance security; and
 - iv. other conditions, as specified in the bidding document are fulfilled.
 - v. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

11.12 Selection Method

Bidder would be selected on the basis of Least Cost Based Selection Method (LCBS) i.e. L1 method as specified in "Financial Evaluation Criteria" of clause titled "Evaluation & Tabulation of Financial Bids", wherein an eligible bidder with adequate technical competence and the most competitive (lowest or L1) rates / quote would be selected for the implementation of the project

11.13 Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

11.14 Evaluation & Tabulation of Bids

- a) **Determination of Responsiveness**
 - a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
 - b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
 - c. A material deviation, reservation, or omission is one that,

- i. if accepted, shall: -
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Evaluation Criteria

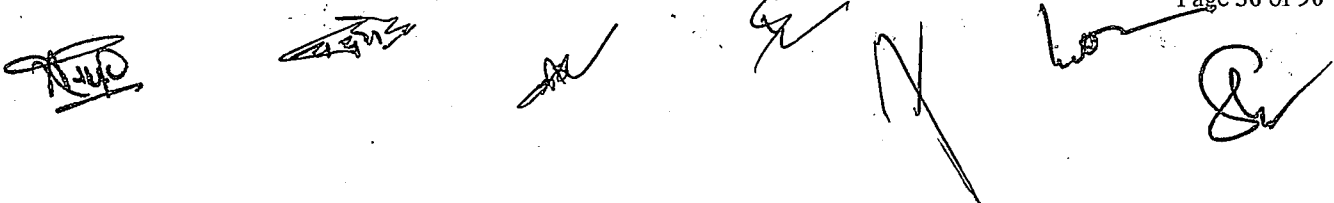
The bids received online up to due date and time as mentioned in the NIB/addendum will only be considered for evaluation

a. Evaluation of Technical Proposals

In the first stage, Part A (Technical Proposal) shall be opened online and the eligibility shall be assessed as per the set criteria given in the RFP. Financial Part of only those bidders will be opened who are found substantially in order of the RFP stipulations and qualifies the technical proposal. Committee reserves the rights to disqualify any or all bidders reasons thereof even though the bidder/s qualifies the eligibility criteria laid down in the RFP in Section II. The decision of the committee shall be final binding on the bidders.

b. Evaluation of Financial Proposal

- i. The financial bid opening shall be done for only those bidders who shall qualify technically as per the criteria laid down in the bidding documents.
- ii. It is highlighted that the bidder quoting the most advantageous bid (L1), i.e. the lowest total cost for the Tele-MANAS PMU services based on the arithmetic total of the BOQ, would be judged as the Successful Bidder. The total cost shall be submitted according to the proposed agreement period.



Sr. No	Item Description	No. of Posts	Rate per Post / Month (Rs.)	Total Amount (Rs.) (Per Month) (E=CxD)	Grand Total Amount (Rs.) (24 Months) (F=E x 24)
A	B	C	D	E	F
Group-A					
State Tele-MANAS Cell – Jaipur (Technical Staff)					
1	Counsellors	20			
2	Senior Consultant	1			
3	Consultant	2			
4	Clinical Psychologist/ Psychologist/ Psychiatric Social Worker/ Psychiatric Nurse	3			
State Tele-MANAS Cell – Jaipur (Other HR)					
5	Technical Coordinators/ Project Coordinators	1			
6	Data Entry Operator	2			
7	Attenders	2			
State Tele-MANAS Cell – Jodhpur (Technical Staff)					
8	Counsellors	20			
9	Senior Consultant	1			
10	Consultant	2			
11	Clinical Psychologist/ Psychologist/ Psychiatric Social Worker/ Psychiatric Nurse	3			
State Tele-MANAS Cell – Jodhpur (Other HR)					
12	Technical Coordinators/ Project Coordinators	1			
13	Data Entry Operator	2			
14	Attenders	2			
Mentoring Cell – Jaipur (Psychiatric Centre, SMS Medical College)					
15	Assistant Professor/ Senior Consultant	1			
16	Senior Resident/ Consultant	1			
17	Clinical Psychologist/ Psychologist/ Psychiatric Social Worker/ Psychiatric Care Nurse	1			
18	Project Coordinator	1			
19	Data Entry Operator	1			
	Grand Total (Two State Cells + Mentoring Cell)	67			

Group-B			
Sr. No	Item Description	Rate per Month (Rs.)	Grand Total Amount (24 Months) (Rs.)
			(D=Cx24)
A	B	C	D
1	All other costs (except above manpower) including vendor margin, electricity / water, housekeeping, maintenance of equipments, infrastructure, internet charges and all other required operational charges etc.)		

* Total Cost of the project for 24 months in Rs.

11.15 Appeals

- a) If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days or such other period as may be specified in bidding documents from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) On receipt of an appeal under sub-section (1), the officer designated under that sub-section shall, after affording a reasonable opportunity of being heard to the parties, determine as to whether or not the procuring entity has complied with the provisions of this Act, the rules and guidelines made thereunder and the terms of the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, and pass an order accordingly which shall, subject to the order passed under sub-section (5), be final and binding on the parties to the appeal.
- c) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- d) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government on its behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- b) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- c) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
- d) **First Appellate Authority:** Principal Secretary, Health & Family Welfare Department, GoR

Second Appellate Authority: Secretary, Finance (Budget) Department, GoR

- e) Form of Appeal:
- Every appeal under (a) and (c) above shall be as per Annexure-10 along with as many copies as there are respondents in the appeal.
 - 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.
 - 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.
- f) Fee for Appeal: Fee for filing appeal:
- Fee for first appeal shall be rupees Two thousand five hundred Rupees only and for second appeal shall be Ten thousand Rupees only, which shall be non-refundable.
 - The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- g) Procedure for disposal of appeal:
- The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
 - Hear all the parties to appeal present before him; and
 - Peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - 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.
 - The order passed under (c) shall also be placed on the State Public Procurement Portal.
- h) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

11.16 Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

11.17 Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

11.18 Offenses by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency in Public Procurement Act, 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
 Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
- i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - ii. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

11.19 Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
- i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

11.20 Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quality of service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the service is to be obtained continuously or is batched. If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- c) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- d) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- e) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

11.21 Verification of Eligibility Documents by NHM

- a) NHM/Procuring Entity reserves the right to verify all statements, information and documents submitted by the bidder in response to bid document. The bidder shall, when so required by RSHS/Procuring Entity, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RSHS shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RSHS thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012 and Rules thereto.

11.22 Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

11.23 Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

11.24 Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second most advantageous bidder, then to the third most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

11.25 Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.



- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- communicated to the concerned bidder in writing;
 - Published on the State Public Procurement Portal, if applicable.

11.26 Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- the Bid is technically qualified;
 - the price quoted by the bidder is assessed to be reasonable;
 - the Bid is unconditional and complete in all respects;
 - there are no obvious indicators of cartelization amongst bidders; and
 - the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval of the procuring entity, clearly including views of the Accounts/Finance member of committee.
- c) The procuring entity competent to decide a procurement case, as per delegation of financial powers, shall decide as to whether to sanction the single bid or re-invite bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

11.27 Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract

satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

11.28 Information and publication of award of contract

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

11.29 Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.

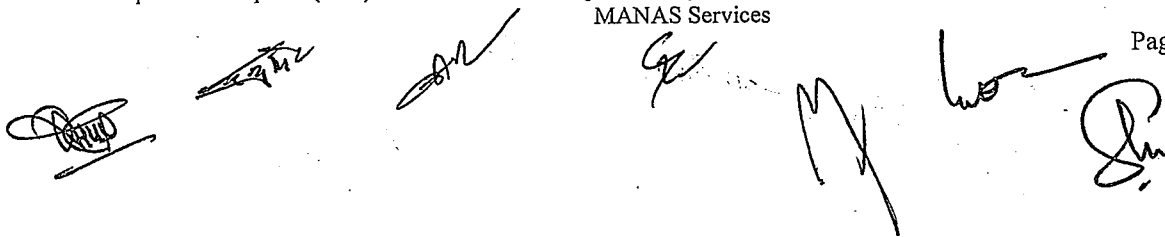
11.30 Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. The limits of repeat order shall be as under: -
 - i. 50% of the value of services of the original contract.

11.31 Performance Security

- A. The bidder whose proposal is accepted and Award issued shall have to deposit Performance Security of an amount of 5 % of the total work order value to be calculated on the basis of rates received in the RFP along with signing of the agreement. Amount of Bid Security can be adjusted into the Performance security.

Performance Security is required for due performance of the agreement. Non submission of Performance security within the specified time may also lead to forfeiture of the Bid security.



- a. Forfeiture of Security Deposit: Performance Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
 - i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply as per the scope of RFP.
- b. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- c. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- d. No interest shall be payable on the PSD.
- e. The decision of Procuring entity in this regard shall be final.
 1. The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stand counter part of the agreement.

Performance security shall be furnished in the form specified in clause 11.31 (b) to (e) of sub- rule (3) of Rule 75 of the said Rules 2013 shall remain valid for a period of one hundred eighty days beyond the completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. In case performance security is deposited in form of Bank guarantee (BG). The original BG shall be deposited at the office of Mission Director, NHM within the period mentioned in Award of Contract & along with this additional Bank guarantee of performance security shall also be deposited in case the period of agreement is extended.

B. Performance security shall be furnished in any one of the following forms: -

- a. Bank Draft or Banker's Cheque of a scheduled bank;
- b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
- c. Bank guarantee/s 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 bidding document for bid security;
- d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

C. Additional Performance Security - As per RTPP rule 75(A) – Additional Performance Security. - (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities 9[Bank guarantee or electronic

bank guarantee (e-BG)]. (2) The Additional Performance Security shall be refunded to the Service Provider after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the Service Provider. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.

11.32 Execution of agreement

- a) A procurement contract shall come into force from the date on which the agreement is signed.
- b) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only. The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder. This Request for Proposal along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit Performance security as mentioned in the proposal above.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of most advantageous bidder to the next most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

11.33 Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - i. impede enforcement of any law;
 - ii. affect the security or strategic interests of India;
 - iii. affect the intellectual property rights or legitimate commercial interests of bidders;
 - iv. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

11.34 Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - i. at any time prior to the acceptance of the successful Bid; or
 - ii. After the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - i. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - ii. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

11.35 Code of Integrity for Bidders

- i. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- ii. The code of integrity includes provisions for: -
 - 1) Prohibiting
 - a) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - d) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - e) any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - f) 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;
 - g) any obstruction of any investigation or audit of a procurement process;
 - 2) disclosure of conflict of interest;
 - 3) Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

iii. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

- 1) exclusion of the bidder from the procurement process;
- 2) calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- 3) forfeiture or encashment of any other security or bond relating to the procurement;
- 4) recovery of payments made by the procuring entity along with interest thereon at bank rate;
- 5) cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- 6) debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

11.36 Interference with Procurement Process

(1) Whoever-

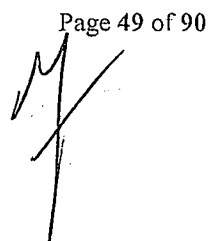
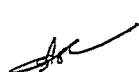
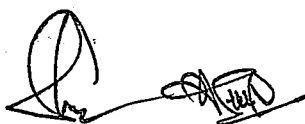
- a) interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder or bidder; or
- b) interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder; or
- c) engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or
- d) intentionally influences any procuring entity or any officer or employee thereof or willfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or
- e) engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest; or
- f) Engages in any form of bid-rigging, collusive bidding or anticompetitive behavior in the procurement process; or
- g) intentionally breaches confidentiality referred to in section 49 for any undue gain, shall be punished with imprisonment for a term which may extend to five years and shall also be liable to fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

12. The bidders should note the following points

- 1) That the incomplete proposals 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.
- 2) Strict adherence to formats, wherever specified, is required.
- 3) All communication and information should be provided in writing and in English language.
- 4) All communication and information provided should be legible. The financial proposals given in figures should be mentioned in words also.
- 5) No change in/or supplementary information shall be accepted once the proposal is submitted. However, the NHM reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the proposal. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by RSHS (NHM) may be a ground for rejecting the proposals.
- 6) The Proposals 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, RSHS (NHM) reserves the right to make modifications to the stated evaluation criteria before the Bid Due date by issuing an addendum, which would be uniformly applied to all the Bidders.
- 7) The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with RSHS (NHM). 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. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm/consortium.
- 8) NHM reserves the right to reject any or all Proposals/entire RFP. Reasons for doing so shall be recorded in writing.
- 9) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. NHM reserve the right to vet and verify any or all information submitted by the Bidder as well as right to reject.
- 10) If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Department of Health and Family Welfare, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection and Bid Security shall be forfeited. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of NHM if adequately satisfied.
- 11) The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and any subsequent costs incurred as a part of the Bidding Process. NHM shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- 12) In every specific case, where the Bidder is constrained by statute/law from fulfilling any specific provision of this document, the Bidder is encouraged to contact office of Mission Director, NHM, Rajasthan.
- 13) The NHM may, in exceptional circumstances and at its sole discretion, revise the time



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- schedule (extension in time) by issuance of addendum. Communication of such extension to the persons who purchased the RFP document shall be made by National Health Mission.
- 14) All partners of Consortium shall be liable jointly and severally for the execution of contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture/ consortium partners having such a provision shall be submitted with the Bid. A statement to this effect shall be included in the authorization mentioned as above as well as in the bid form and in contract form (in case of successful bid).

13. Acknowledgement by bidder

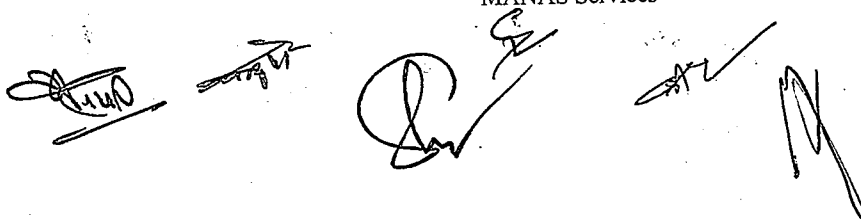
- a) It shall be deemed that by submitting the bid, the bidder has: -
- (i) Made a complete and careful examination of the RFP;
 - (ii) Received all relevant information requested from Department.
 - (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Department or relating to any of the matters stated in the RFP Document.
 - (iv) Satisfies himself/herself about all the matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
 - (v) Acknowledged that it does not have any Conflict of Interest; and
 - (vi) Agreed to be bound by the undertaking provided under and in terms hereof.
- b) The Department shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Department.

14. Proposal Submission Requirements

A. PART A (Technical Proposal)

This part of the proposal i.e. Part A shall contain following documents

1. Duly filled up Application Form (as per Annexure-1).
2. Covering Letter cum Project Undertakings as per Annexure-6.
3. Bid Security of Rs. 14.22 Lakh (Rs. Fourteen lakh twenty two thousand only) in form of an account payee DD/Banker's Cheque / for Bid Security as required affidavit on non-judicial stamp paper Bank Guarantee of scheduled Bank in favor of Rajasthan State Health Society, Payable at Jaipur. (Annexure-3)
4. The Bidder is expected to provide details of its registration as per Annexure-18 and furnish registration certificates and other supplementing documents.
5. A summary of relevant past experience should also be provided as per Annexure-13.
6. Details of all information related to past experience and background should describe the nature of work, name & address of client, date of award of assignment, size of the project etc. as per



Annexure-13.

7. Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder as per Annexure-7.
8. In case of consortium, original Power of attorney for signing of application by the lead member as per Annexure-8.
9. Letter of Exclusivity (in case of application by Consortium) as per Annexure-10.
10. Proposed organizational structure and Curriculum Vitae (CV) of key personnel to be involved in the operation of the project
11. Affidavit certifying that Entity/promoters/Directors/members of an entity are not blacklisted as per Annexure 12A2. Affidavit of Declaration (Anti Collusion Certificate) mentioning that the applicant/consortium will not collude with the other applicants as per Annexure-12B
12. Certificates of relevant experience issued by government or any other organizations by a competent authority.
13. Documents/ Certificates/ evidence of fulfilling the eligibility criteria including audited financial statements for the last 3 (three) years i.e. 2022-23 to 2024-25 or 2023-24 to 2025-26 as the case may be)
14. The Bidder should submit details of financial capability for the last three (3) financial years 2022-23 to 2024-25 or 2023-24 to 2025-26 as the case may be) as per Annexure-14, 14A.
15. The Qualifying Bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the Members of Consortium should be submitted.
16. Latest GST clearance certificates.
17. GST Number & PAN Number
18. Firm's Registration Copy.
19. Annexures A, B, C and D as per RTPP Act.
20. Certificate of CA for Annual Turnover as per Annexure 15
21. Bid document fees Rs – 10,000 (Rs Ten Thousand only)
22. Processing Fees Rs – 2,500 (Rs Two Thousand Five Hundred)
23. Other remaining annexures shall be submitted as per required format in RFP.

B. PART B (Financial Proposal)

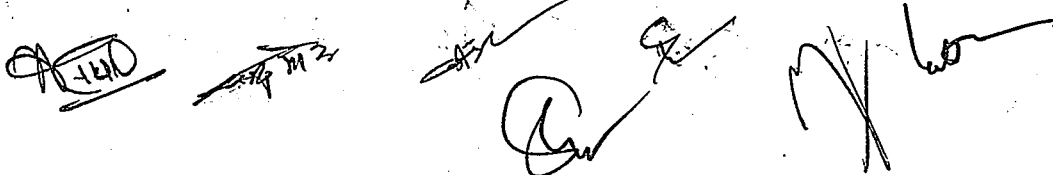
1. Bidder shall submit Financial Proposal as per Annexure – 4.
2. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.
3. The Bidder shall be paid per month.

Check List of documents to be submitted along with the technical proposal to RSHS (NHM):

Sr. No.	Activity	Form number	Whether Submitted Yes/ No	Page No
1.	Proof of Payment of Price of bidding document and Processing Fee			
a.	DD for cost of RFP of Rs.10,000/- in favor of Rajasthan State Health Society, payable at Jaipur (Non-Refundable) Scanned copy with online proposal			
b.	DD towards RISL Processing fees for Rs. 2,500/- in favor of M.D. RISL payable at Jaipur (Non-refundable) Scanned copy with online proposal			
c.	"Bid security DD/Bankers Cheque/ Bank Guarantee for Rs. 14.22 Lakh (Fourteen Lakh twenty-two thousand only) in favor of "Rajasthan State Health society". Scanned copy with online proposal.	Annexure -3		
2.	Proof of registration of bidder, by submission of any of the following- Documents defining the constitution or legal status, place of registration, and principal place of business;			
(a)	In case of any company, registered/incorporated under Companies Act 1956 or 'Companies Act, 2013' or other applicable Laws of India (to submit valid certificate of incorporation)			
(b)	In case of a partnership firm, registered under the Indian Partnership Act 1932, to submit a Partnership Registration Certificate issued by Registrar of Firms or duly notarized / Registered Deed of Partnership			
(c)	IN case of a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, to submit copy of Certification of Incorporation)			
(d)	In case of Proprietorship Firm registered under the Shop and Commercial Establishment Act 1958, to submit a Registration Certificate			
(e)	In case of any Society registered under Societies Registration Act, 1860; or Rajasthan Societies Registration Act 1958; to submit a Society registration certificate issued by the office of the Registrar of Cooperatives, or Trust registered under The Indian Trusts Act, 1882, Trust Registration Certificate			
(f)	Copy of valid Permanent Account Number (PAN) Card.			
(g)	Copy of Goods and Services Tax (GSTIN) registration certificate along with copy of last GSTIN return.			
(h)	In case of MSME, a copy of MSME Certification (Udyog Adhaar, Entrepreneurs Memorandum-II/Udyam registration, Any other registration etc.)			
3.	Authorization in favour of the signatory of the Bid authorizing him/her to commit the Bidder,			

a	Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder.	Annexure-7		
b	In case of consortium, original Power of attorney for signing of application by the lead member.	Annexure -8		
c	Board resolutions	Annexure -5(ii)		
d	Board resolutions (if consortium)	Annexure -5(i)		
4	Declaration by the Bidder regarding compliance as per Section 7 (Qualification of Bidder) and Section 11 (Code of Integrity) (Declaration by the bidder)	Annexure -		
5	Declaration by the Bidder regarding non-debarments under Section 46 (Debarment from Bidding) of the RTPP Act;	Annexure -- 12A2		
6	If permitted and if the Bid is submitted by a Joint Venture Firm, then following is required	Annexure -		
(i)	Letter of intent or a copy of an existing legally valid joint venture agreement.			
(ii)	Power of Attorney for the authorized representative of each JV member; and			
(iii)	Power of attorney for the representative of the lead member to represent all JV members are required			
(iv)	Joint Venture Agreement			
	Joint Bidding Agreement.	Annexure -11		
	To demonstrate annual turnover/ gross receipts in this segment of at least Rs.03 Crores in words (Rs. Three Crores) of annual average turnovers during 2022-23 to 2024-25 or 2023-24 to 2025-26 as the case may be)			
	In case of a Consortium, Audited Annual Reports and financial statements of all the Members of Consortium			
	audited turnover statements issued by statutory auditor.			
	a certificate of turnover of the said financial years issued by competent Chartered Accountant	Annexure -15		
	GST clearance certificate / no dues from the assessing officer.			
	Anti-Collusion Certificate.	Annexure -12B		
	Financial Capability of the bidder duly certified by C.A.	Annexure -14, 14A		
	A summary of relevant past experience and its registration should also be provided	Annexure -13		
	Duly filled up Application Form	Annexure -1		
	Format for undertaking	Annexure -1A		
	Acknowledgement & Financial Proposal	Annexure -2		
	Covering Letter cum Project Undertakings	Annexure -6		
	Letter of Exclusivity (in case of application by Consortium)	Annexure -10		
	Affidavit certifying that entity/promoters/Directors/members of an entity are not connected and no investigation	Annexure -12A, 12A1		
	Affidavit of Declaration (Anti Collusion Certificate) mentioning that the applicant/consortium will not collude with the other applicants	Annexure -12B		
	Annexure A,B,C,D			
	Annexure-19 प्राप्ति रसीद			

ANNEXURES



Annexure 1
Application Format

Application format	
1	Proposal submitted for the program Proposal submitted for the program: "Operations & Management of in Rajasthan"
2	Name and postal address of the organization submitting Proposal. PAN, Service Tax and Sales Tax registration numbers with self-certified copy Telephone No. with STD Code Fax Number E-mail address, if any Reference of registration/incorporation of the Organization. Name and address of the Chief Executive (with telephone No's.)
3	Proposal addressed to: Mission Director, NHM, Ground Floor, Swasthya Bhawan, Tilak Marg, Jaipur-302005 (Rajasthan).
4	Reference of the Notice for invitation of proposals No..... dt.....
5	Reference of deposit of document Charges 1. Receipt/DD No..... dt..... For Rs 2. Receipt/DD No.... dt..... For Rs..... 3. Receipt/DD No..... dt..... For Rs.....
6	Authority for signing and submitting the document (Power of Attorney, Resolution of the organization)
7	Documents enclosed in support of the Request- 1) 2) 3) 4) 5) Total pages..... Name and signature of the authorized signatory Seal of the organization Date:

Annexure 1A

Format for Undertaking

Date:

NIB No:

I/We declare that we have read and understood and that we accept all clauses, conditions and any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions.

I/We have carefully examined and conform to all the parts of the RFP documents and have obtained all the requisite information affecting this proposal and am/are aware of all conditions and difficulties likely to affect the execution of the agreement.

I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement and the technical aspects as indicated in this RFP.

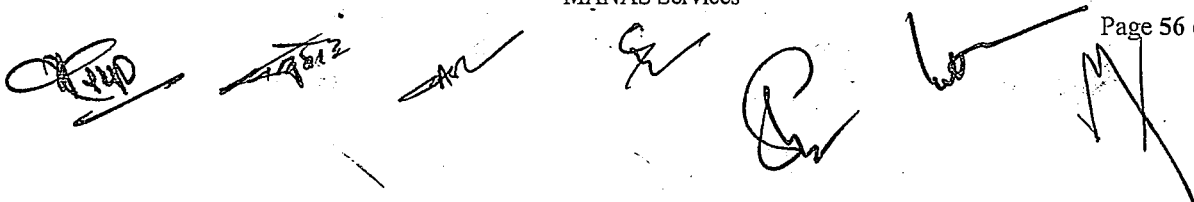
Place:

()

Date:

Signature of authorized signatory

Designation and Official seal

A series of handwritten signatures and initials in black ink, spanning across the bottom of the page. There are approximately seven distinct marks, including full signatures and initials, some of which appear to be dated (e.g., '19/01/22').

Annexure 2

Acknowledgement & Financial Proposal

To

The

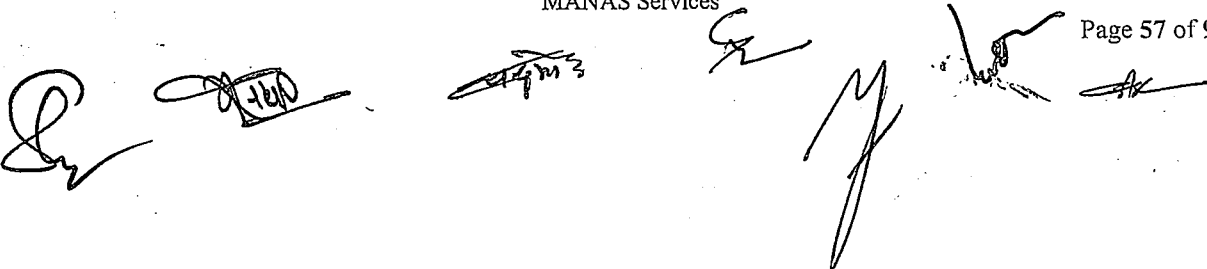
Department of Health & Family Welfare Government of Rajasthan

Sub: - Request for Proposal for "Operations & Management of Services" in Rajasthan
Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the agreement, I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement, technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions and any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit Performance security equals to the required amount of the Project Cost arrived at on the basis of financial quote before execution of the formal agreement.
4. I/We agree to abide by this proposal/bid for a period of 90 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period or the extended bid validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the Government of Rajasthan.
6. The Financial Bid shall be inclusive of all the applicable taxes however Service Tax would be extra as applicable and the government will not pay anything over and above the rate quoted in the BOQ.

Yours faithfully

Signature of the authorized signatory



Annexure -3

Bid Security

Bank Guarantee Unconditional

(To be executed on a non-judicial stamp)

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert name and address of the Purchaser]

Date: [insert date]

Bid Security No.: [insert number]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] under Notice Inviting Bids No. [insert NIB number] ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of -----[insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the NIB; or
- (b) having been notified during the period of bid validity specified in the NIB, about the acceptance of its Bid by you,
 - (i) failed or refused to execute the Contract Agreement within the time period specified in the BDS, or
 - (ii) failed or refused to furnish the performance security, in accordance with the RFP within the time period specified, or
- (c) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules (Compliance with RTPP ACT & Rules – Code of Integrity and Conflict of Interest).

This guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and
- (b) if the Bidder is not the successful Bidder, upon the earlier of
 - (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or
 - (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: [insert signature of person whose name and capacity are shown]

Name: [insert complete name of person signing the Bid Security]

In the capacity of: [insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of [insert name of the Bank] Dated on [insert date of signing]

Bank's Seal [affix seal of the Bank]

[Note: In case of a Joint Venture / consortium, the Bid-Security must be in the name of all partners to the Joint Venture / consortium that submits the bid.]

(Specimen Copy)

Annexure 4

Financial bid

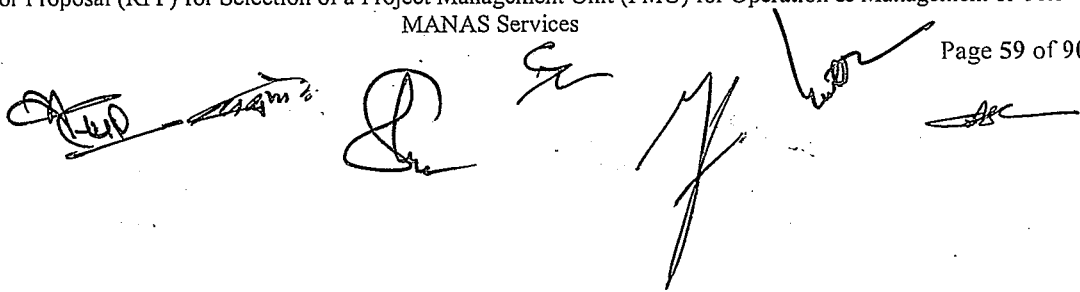
Schedule of Rates (BOQ)

(Indian Rupees)

Sr. No	Item Description	No. of Posts	Rate per Post / Month (Rs.)	Total Amount (Rs.) (Per Month)	Grand Total Amount (Rs.) (24 Months)
				(E=CxD)	(F=E x 24)
A	B	C	D	E	F
Group-A					
State Tele-MANAS Cell – Jaipur (Technical Staff)					
1	Counsellors	20			
2	Senior Consultant	1			
3	Consultant	2			
4	Clinical Psychologist/ Psychologist/ Psychiatric Social Worker/ Psychiatric Nurse	3			
State Tele-MANAS Cell – Jaipur (Other HR)					
5	Technical Coordinators/ Project Coordinators	1			
6	Data Entry Operator	2			
7	Attenders	2			
State Tele-MANAS Cell – Jodhpur (Technical Staff)					
8	Counsellors	20			
9	Senior Consultant	1			
10	Consultant	2			
11	Clinical Psychologist/ Psychologist/ Psychiatric Social Worker/ Psychiatric Nurse	3			
State Tele-MANAS Cell – Jodhpur (Other HR)					
12	Technical Coordinators/ Project Coordinators	1			
13	Data Entry Operator	2			
14	Attenders	2			
Mentoring Cell – Jaipur (Psychiatric Centre, SMS Medical College)					
15	Assistant Professor/ Senior Consultant	1			
16	Senior Resident/ Consultant	1			
17	Clinical Psychologist/ Psychologist/ Psychiatric Social Worker/ Psychiatric Care Nurse	1			
18	Project Coordinator	1			
19	Data Entry Operator	1			
	Grand Total (Two State Cells + Mentoring Cell)	67			

Request for Proposal (RFP) for Selection of a Project Management Unit (PMU) for Operation & Management of Tele-MANAS Services

Page 59 of 90



Group-B			
Sr. No	Item Description	Rate per Month (Rs.)	Grand Total Amount (24 Months) (Rs.)
			(D=Cx24)
A	B	C	D
1	All other costs (except above manpower) including vendor margin, electricity / water, housekeeping, maintenance of equipments, infrastructure, internet charges and all other required operational charges etc.)		

* Total Cost of the project for 24 months in Rs.

Annexure 5 (i)
Board Resolutions

M/s _____ (To be submitted by each consortium member and Parent company) COPY
OF BOARD MEETING HELD ON ----- AT -----

The Board, after discussion, at the duly convened Meeting on _____, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s _____ Limited and M/s _____ Limited for the "Operations & Management of Tele-Manas Services" and Mr / Ms _____, be and is hereby authorized to execute the Consortium Agreement.

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board, be and is hereby accorded to invest to the extent of _____% (insert the % equity commitment as specified in the Consortium Agreement), as required, of the requisite qualifying Net worth, as equity shares, in the Special Purpose vehicle, in compliance of the Bid condition, as member of the consortium formed for the "Operations & Management of Tele-Manas Services" in The State of Rajasthan.

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement), obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the Invitation to Bid, to the extent becoming emergent and necessary towards the equity share in the Project Company in execution and completion of the Project.

[To be passed by the Lead Member of the Bidding Consortium]

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the Special Purpose Vehicle created for the "Operations & Management of Tele-Manas Services" in Rajasthan as well as to the other Consortium Member(s) to use our financial capability for meeting the Qualification Requirements for the "Operations & Management of Tele-Manas Services" and confirm that all the equity investment obligations of the SPV as well as of the Consortium Member(s), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.

[To be passed by the entity(s) whose financial credentials have been used]

(Director)

Certified true copy by Company Secretary

(Signature, Name and stamp of Company Secretary)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

Annexure 5 (ii)
Board Resolutions

Board resolution for using the financial credentials of parent/ultimate parent/affiliate.

M/s _____

(Insert name of the company whose financial credentials are used)

COPY OF BOARD MEETING HELD ON _____ AT _____

The Board, after discussion, at the duly convened Meeting on _____, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and as permitted under the Memorandum and Articles of Association of the company, approval of the Board, be and is hereby accorded to M/s _____ (Name of the Bidding company/Consortium Member (s)) to use our financial capability for meeting the Qualification requirements for the "Operations & Management of Tele-Manas Services" in The State of Rajasthan and confirm that all the equity investment obligations of M/s _____ (Name of Bidding Company/ Consortium members (s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.

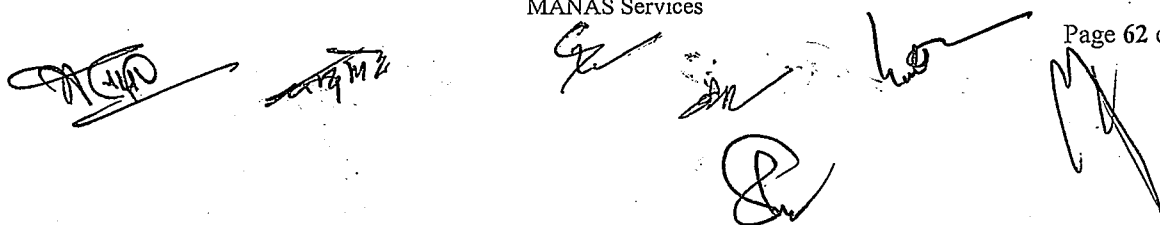
(Directors)

(Signature, Name and stamp of Company Secretary)

Certified true copy

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.



Annexure 6
Format for Covering Letter

[On the Letter head of the Applicant (in case of Single Applicant)]

Date:

To

The Mission Director

National Health Mission Government of Rajasthan Jaipur

Re: "Operations & Management of " for Rajasthan State.

Madam / Sir,

Being duly authorized to represent and act on behalf of..... (Hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the requirements and information provided in this RFP, the undersigned here by apply for the qualification for Operations & Management of services for Rajasthan. We are enclosing our Application with BID SECURITY amount of Rs....., Bid Document fee, RISL processing Fee as per the requirements of this RFP. We confirm that our proposal is valid for a period of 90 days from opening of technical proposal.

Yours faithfully,

(Signature of Authorized Signatory)

(NAME, TITLE AND ADDRESS)

Annexure- 7

Power of Attorney for signing of Bid

(To be executed on a non-judicial stamp)

Know all men by these presents, We... [name of the firm and Address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. [Insert name], son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for the Tele-MANAS PMU services required by the Mission Director, National Health Mission, Rajasthan (the "Authority") including but not limited to signing and submission of all bids, Bids and other documents and writings, participate in Pre-bids and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of contracts consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Contract.

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

IN WITNESS WHEREOF WE, , THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS DAY OF 20....

For

(Signature, name, designation and Address) Witnesses:

1.

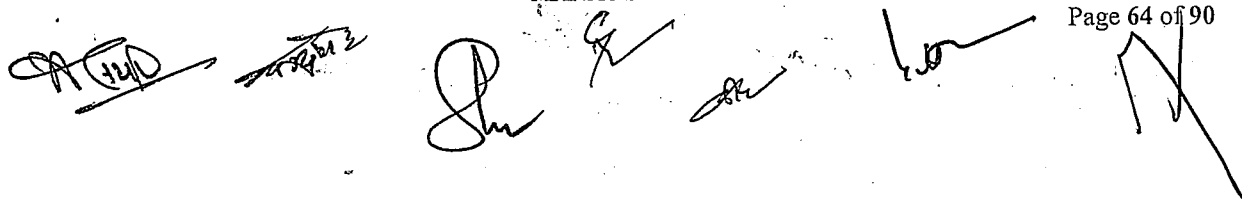
(Notarised)

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)



Annexure- 8

Power of Attorney for Lead Member

Format for Power of Attorney for Lead Member of Consortium

(On a Rs. 500 Stamp Paper)

Power of Attorney

Whereas the Department of Health and Family Welfare, Government of Rajasthan (GoR), has invited applications from interested parties for Expansion of "Operations & Management of Tele-Manas Services".

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Program in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Program who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (M/s _____ (Member (s)) (the respective names and addresses of the registered office) having formed a bidding consortium named _____ (insert name of the consortium) (hereinafter called as consortium), vide the consortium agreement dated _____ (copy enclosed) as approved by the Board of Directors of each member and having mutually agreed to appoint M/s _____ as the lead member of the said consortium, as our duly constituted lawful attorney hereinafter called the lead to do on behalf of the Consortium, all or any of the lawful acts, deeds or things as necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Department, any other Government Organization or any person, in connection with the Project until culmination of the process of bidding and thereafter in the event of the Consortium being selected as successful bidder, this Power of Attorney shall remain valid and binding and irrevocable till the Agreement period as is entered into with Department of Health and Family Welfare, Government of Rajasthan (GoR) and the Consortium. We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney, pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium and shall be binding till the Agreement period on all members individually and collectively.

Dated this the _____ day of 20 _____

(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and the same should be under common seal affixed in accordance with the required procedure.

Annexure- 9

Agreement

An agreement made this.....day of.....between.....
..... (Hereinafter called "the approved service provider", 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 Mission Director, National Health Mission, Rajasthan (hereinafter called "the Government" 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 implement the Operations & Management of Services" in the State of Rajasthan in the manner set forth in the terms of the Request for Proposal (RFP) and Schedule of Rate appended here with.

And whereas the selected and approved service provider has deposited a sum of Rs..... (Rupees.....) only in the form of..... as performance security for satisfactory performance of the Project.

Now these present witnesses:

In consideration of the payment to be made by the Government through Mission Director, National Health Mission, Rajasthan at the rate set forth in the Schedule hereto appended, the approved service provider will duly and satisfactorily implement the project in the manner set forth in the terms of the RFP.

The terms of the RFP and addendums thereof, if any appended to this agreement will be deemed to be taken as integral part of this agreement and are binding on the parties executing this agreement.

Following letters/correspondence undertaken between the parties shall also form part of this agreement-

Govt. of Rajasthan	Approved service provider

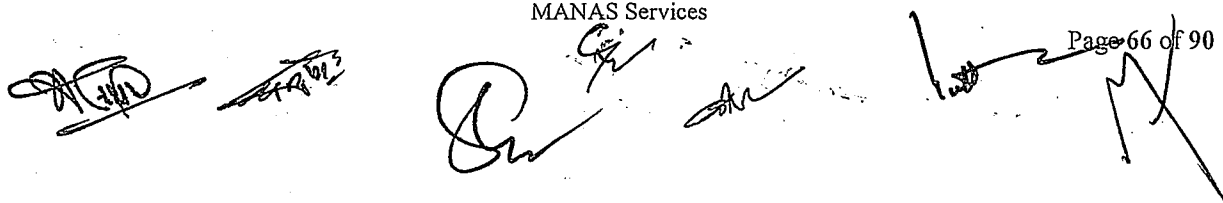
(a) The Government do hereby agree that if the approved service provider shall duly implement the program in the manner aforesaid, observe and keep the said terms and conditions, the Government will, through Mission Director, National Health Mission, Rajasthan, pay or cause to be paid to the approved service provider at the time and in the manner set forth in the said terms.

(b) The mode of payment will be in accordance with clause of the RFP-

Agreement period shall be for 2 years, which will commence from date of signing of agreement. After One & half years it would be evaluated at state level monitoring committee. If services of service provider found satisfactory as per provision of RFP, program duration may be extended for further One year.

Termination /Suspension of Agreement

(a) The Government 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-



(i) Shall specify the nature of failure, and
(ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

(b) 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 (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.

(i) If the service provider do 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 approve in writing.

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

(iii) 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: or

(iv) 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.

(c) In the event of premature termination of the contract by the Government on the instances other than non- fulfilment/ non-performance of the contractual obligation by the Service Provider, the balance remaining un-paid amount on account of capital expenditure as on the day of termination shall be released within six months from the date of such termination.

(d) Handover at the time of exit from the program.

(i) The assets shall have to be handed over to the Government on completion /termination of the agreement in proper working condition. Service Provider shall ensure to send the detailed information on monthly basis of the assets procured in that particular month.

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 as specified in RFP document.

In witness whereof the parties hereto have set their hands on theday of..... 2026.

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

For and on behalf of
The Governor or Rajasthan

approved service provider,
Signature & Designation

Date:

Witness No.1.

Witness No.2.

Signature of the Mission Director,

Date:

1. Witness

2. Witness

Annexure- 10
Letter of Exclusivity

Letter of Exclusivity

I, we, __ hereby declare that we are/ will not associate with any other firm/entity/consortium submitting a separate application for the Program under consideration.

Dated this the ____ day of ____ 20....

For _____
(Name, Designation and Address of the Chief Executive Officer of the applicant) (Lead organization in case of consortium)
Accepted

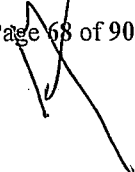
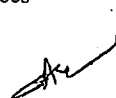
(Signature)

(Name, Title and Address of the Applicant/s)

Date:

Note:

To be executed separately by all the Members in case of Consortium.



Annexure- 11

Format for Joint Bidding Agreement

(Format for Consortium Agreement)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement executed on this ____ day of _____ 2026 between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of ____ and having its Registered Office at _____ (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of ____ and having its Registered Office at _____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details and percentage shareholding separately of all the Consortium Members] for the purpose of submitting response to RFP, and execution of "Agreement" (in case of award), against RFP dated ____ issued by NHRM, Government of Rajasthan through Department of Medical Health & Family Welfare (MH&FW), and having its Registered Office at Swasthya Bhawan, Jaipur.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS the RSHS (NHM) intends to operations & management of Tele-Manas Services "and further expansion (if required) as per the directives of Department of Medical Health & Family Welfare.

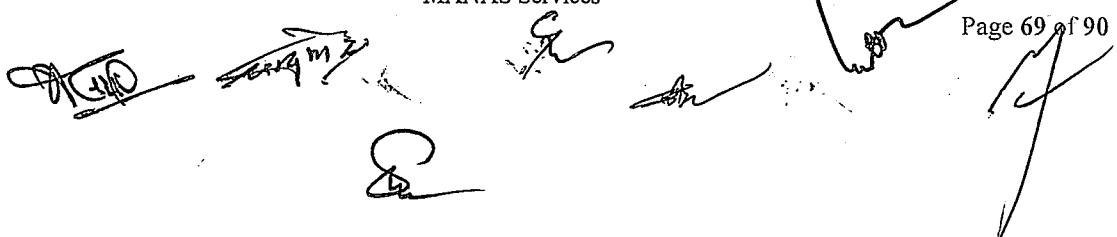
WHEREAS, the RSHS (NHM) had invited response to RFP vide its Request for Proposal (RFP) dated _____

WHEREAS the RFP stipulates that in case response to RFP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by RSHS (NHM) wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, , Member-n.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.



4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after execution of the "Agreement", the controlling shareholding (more than 50% of the voting rights) in the Project Company developing the Program shall be maintained till the completion of the same.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for mobilizing debt resources for the Program, and ensuring that the Program achieves proper Financial Closure.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof for which the Lead member agrees thereto.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Jaipur alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Rajasthan State Health Society in terms of this RFP.
12. It is further expressly agreed that this consortium agreement shall be irrevocable and shall form an integral part of the "Agreement" between Department of Medical, Health and Family Welfare, Government of Rajasthan and the bidder consortium and shall remain valid until the expiration or early termination of the same.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the

response to the RFP Bid.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the "Agreement" except with prior written consent of Department of Medical, Health and Family Welfare.

15. This Agreement

- (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- (b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and I may not be amended or modified except in writing signed by each of the Members and with prior written consent of NHM.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFP & Agreement.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

Signature-----	Signature-----
Name:	Name:
Address:	Address:
For M/s----- [Member	2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

Signature-----	Signature-----
Name:	Name:
Address:	Address:
For M/s----- [Member	n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

Signature-----	Signature-----
Name:	Name:
Address:	Address:

Signature and stamp of Notary of the place of execution

Annexure- 12A

Format for Affidavit

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity have not been convicted by any court of law for any criminal or civil offences in the last three Years From the Last date and time of Bid Submission. In case of a consortium, the members should not have been declared bankrupt in the last three Years From the Last date and time of Bid Submission. (On a rs. 500 Stamp Paper)

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify

and confirm that we or any of our promoter(s) /director(s) have not been convicted by any court of law for any criminal or civil offences either in the last three Years From the Last date and time of Bid Submission, also not have been declared bankrupt in the last three Years From the Last date and time of Bid Submission by Department of Health & FW, Govt. of Rajasthan/ or any other entity of GoR organization in India from participating in Project/s, either individually or as member of a Consortium as on the _____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Program would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated thisDay of.....20.....

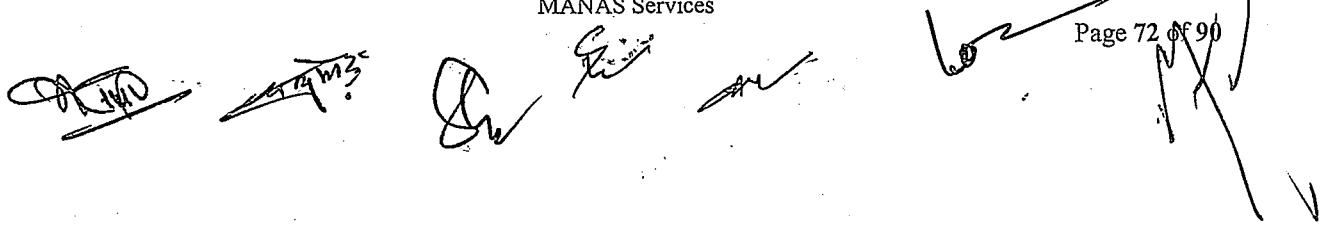
Name of the Applicant

..... Signature of the Authorized Person

..... Name of the Authorized Person

Note:

To be executed separately by all the Members in case of Consortium.



Annexure- 12A1

Format for Affidavit

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity that no investigation statutory body / Govt. investigating Agency of any state Govt./ Central Govt. is undertaken or pending against the bidder for the charge having nature of criminal/economic offence/fraud_(On a rs. 500 Stamp Paper)

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify

and confirm that no investigation statutory body / Govt. investigating Agency of any state Govt./ Central Govt. is undertaken or pending against us or any of our promoter(s) /director(s) for the charge having nature of criminal/economic offence/fraud as on the ____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated thisDay of.....,20.....

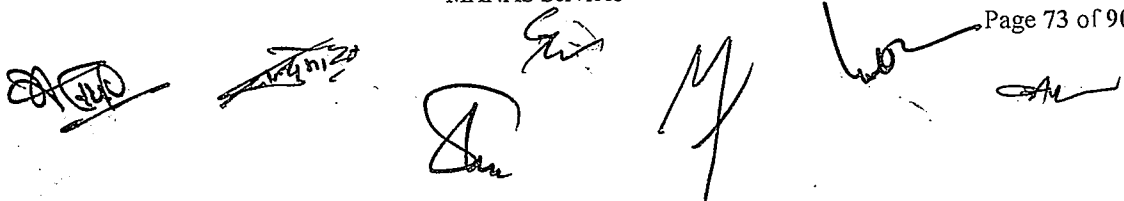
Name of the Applicant

..... Signature of the Authorized Person

..... Name of the Authorized Person

Note:

To be executed separately by all the Members in case of Consortium.



Annexure- 12A2

Format for Affidavit

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity have not been debarred in the past or in the last three years from the date of submission of bid by any Central/ State/ Public Sector undertaking in India *(On a rs. 500 Stamp Paper)*

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify

and confirm that we or any of our promoter(s) /director(s) have not been debarred in the past or in the last three years from the date of submission of bid by any Central/ State/ Public Sector undertaking in India from participating in Project/s, either individually or as member of a Consortium as on the _____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated thisDay of, 20.....

Name of the Applicant

..... Signature of the Authorized Person

..... Name of the Authorized Person

Note:

To be executed separately by all the Members in case of Consortium

Annexure- 12 B

Anti Collusion Certificate

Anti-Collusion Certificate

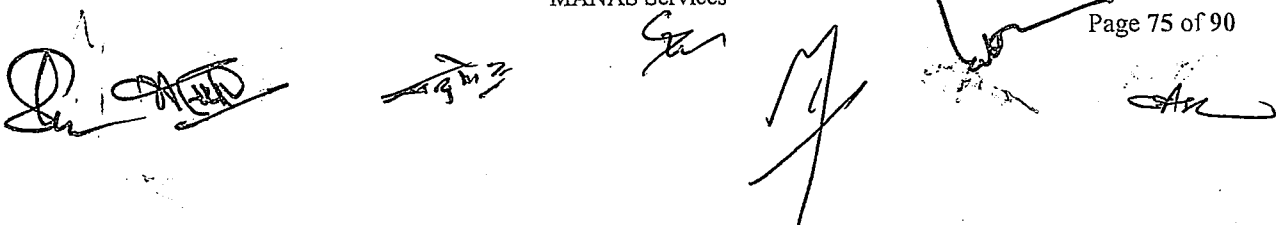
We hereby certify and confirm that in the preparation and submission of our Proposal for "Operations & Management of Services" in Rajasthan against the RFP issued by Department of Health & Family Welfare, Government of Rajasthan, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti- competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this Day of.....2026

For.....

(Name)

Authorized Signatory



Annexure: -13

Contractual Experience

(To be executed on company letter head)

[This form should be filled by each Bidder. In case of a Joint Venture, each Joint Venture Partner must fill out this form separately]

I/We [Name of firm / company] do hereby certify that we have supplied [Name of Goods] as per details given below for 3 to 5 years:

Sl. No	Name of Client & Contact Details	Name of the Project	Work Order No. & Date	Total Value of Project (INR)	Project Status (Completed/ Ongoing)	Supporting Document Attached
1						
2						
3						

Note: As per the tender requirements, we have enclosed the corresponding Work Orders / Letters of Award (LoA) / Client Completion Certificates for each project listed above.

Verification Statement:

We confirm that the information provided above is true and factual. If any information or document submitted is found to be false or misleading at any stage of the bidding process, our bid may be rejected, and our EMD/Security Deposit forfeited.

For [Name of the Bidder Company]

(Authorized Signatory)

Name: _____

Designation: _____

Company Seal/Stamp: _____

Annexure-14

Financial Capability of the Bidder/Member

(To be submitted by each member separately in case of consortium)

Name of Bidder/Member

Role of Bidder/Member.....

Revenue-Expenditure Statement

(In Rs. Lacs)

S.No.	In Rupee, at the end of concerned Financial Year	FY 1	FY 2	FY 3
1.	Revenue / Income/ Gross Receipts (A)			
2.	Operating Cost (B) =(C+D+E)			
3.	Employees cost I			
4.	Admin and General Cost (D)			
5.	Other Costs (E)			
6.	Depreciation (F)			
7.	Interest (G)			
8.	Provisions (H)			
9.	Profit Before Tax I = (A-B-F-G-H)			
10.	Tax Paid (J)			
11.	Profit After Tax (I-J)			

Note:

1. This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor.
2. The Single Entity or the Consortium should provide the Financial Capability of its own / of the Consortium Members/Financially evaluated company.
3. In Role of Member specify whether it is a Single Entity, Lead Member or Member of the Consortium or Affiliate or Parent.
4. The Bidder along with Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date.
5. Financial Year 1 (FY1) will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
6. The bidder shall provide an Auditor's Certificate specifying the Revenue / Income/ Gross Receipts of the bidder and its Consortium members and also specifying the methodology adopted for calculating the same.
7. The Bidder shall attach the copies of the audited balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date of its Associate whose Financial Capacity has been claimed.

(Signature & Name of the person Authorized Auditor)

(Signature and Stamp of by the board)

Date:

Request for Proposal (RFP) for Selection of a Project Management Unit (PMU) for Operation & Management of Tele-MANAS Services

Annexure-14 A

Financial Capability of the Bidder Member

(To be submitted by each member separately in case of consortium)

In Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Consortium Member whose Turn Over is to be considered	Relationship with Bidding Company* (if any)	Financial Year to be considered for Turn Over	Turn Over (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1						
Total						

The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

(Signature & Name of the person Authorized Auditor)

(Signature and Stamp of by the board)

Date:

(Handwritten signatures and stamps are present at the bottom of the page, including a large signature on the left and several smaller ones on the right.)

Annexure-15

(Average Annual Turnover)

(To be executed on Chartered Accountant Firm's letter head-self attested)

[The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture].

The average turnover of M/s *[Name of the bidder's firm / company]*
..... and address *[Insert address]* For the last audited are
given below and certified that the statement is true and correct as per the book of records of the above-
mentioned firm and through online certificate number ... *[Mention certificate number]*

Annual Turnover	
Year .	Turnover in INR Lakhs
2022-23 / 2023-24	
2023-24 / 2024-25	
2024-25 / 2025-26	
Average Annual Turnover in INR Lakhs	

[Note: Turnover for the current financial year can be considered if the accounts are audited and certified by Chartered Accountant or attach Balance Sheet for respective years as a proof of document.]

Registration No. of Chartered Accountant / Firm shall be mentioned here

Date

Signature of the Bidder

Signature of auditor/seal

Chartered Accountant (Name and address) *[insert complete name and address of Chartered Accountant/ Firm]*

UDIN

Telephone Number:

Mobile Number:

Annexure-16

Financial Bid

Implementation of Operations & Management of Tele-Manas in Rajasthan: Charges for Operation & maintenance quoted in BoQ of the Tele-Manas services will include following: -

1. Salary & allowances of the personnel deployed
2. Recruitment & training
3. Staff Insurance & Others
4. Conveyance & travelling
5. Asset insurance
6. Telephone, Mobile, internet services
7. Electricity & Water
8. Housekeeping
9. Maintenance of hardware's, and equipment's etc.
10. Postage & courier, printing and stationary
11. All other miscellaneous expenses & Charges
12. All the stipulations of the RFP
13. Inclusive of GST and other Tax

Annexure-17

e-Payment / Bank Mandate form

(To be furnished by the Bidder, duly verified by the Bank)

Name of the Bidder / Firm: _____

Bank Name: _____ Branch Name: _____

Branch Place / City: _____ PIN Code: _____

Branch Code: _____ IFSC / RTGS Code: _____

Account Number (as appearing in the cheque / passbook): _____

Account Type (Current / Savings / CC): _____

PAN: _____ GSTIN: _____

Email & Mobile No. for payment intimation: _____

I/We hereby authorise the Procuring Entity to make all payments due to me/us through electronic mode (RTGS/NEFT) to the above account and certify that the above particulars are correct.

Signature of the Party / Authorised Signatory: _____

Certified that the above particulars are correct as per the Bank's records.

Signature, Name & Seal of the Authorized Official of the Bank: _____

Annexure-18

Bidder's Information Sheet

(To be executed on company letter head)

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	

Attached are copies of the following documents whenever applicable:

- Documents defining the constitution or legal status, place of registration, and principal place of business; or
- ☐ In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA)) be submitted. or in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favor of the person signing the Bid; or
- ☐ In case of a partnership firm, Partnership Deed and valid Registration Certificate issued by Registrar of Firms along with Power of Attorney in favor of one partner duly signed by all the partners of the firm authorizing him to represent all partners of the firm; or
- ☐ In case of Sole Proprietorship, Registration Certificate and complete residential and office address for communication, telephone numbers, emails, etc.; or
- ☐ Self-attested copy of Income Tax Registration Certificate / Permanent Account Number (PAN) Card issued by Income-Tax Department; or
- ☐ Self-attested copy of Goods and Services Tax (GSTIN) registration certificate along with copy of last GSTIN return filed and declaration of no default or;
- ☐ Valid Registration Certificate issued by District Industries & Commerce Centre (DI&CC), Govt. of Rajasthan, or National Small Industries Corporation (NSIC), New Delhi in case bidder seeks to avail benefit of submission of reduced bid security (in accordance with the Bid Security clause of the ITB) and/or price and purchase preferences (in accordance with the Price/Purchase Preference clause of the ITB) :
- ☐ In case of a single entity, articles of incorporation or constitution of the legal entity named above

Annexure A

Compliance with The Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

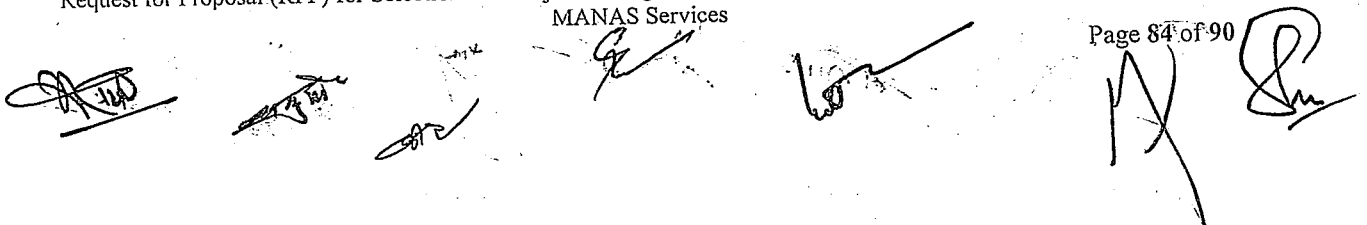
- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial 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, Works 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-B

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 and rules 2013, 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:

Signature of Bidder

Place:

Name:

Designation:

Address:

Annexure-C

Grievance Redressal During Procurement Process

The designated and address of the First Appellate Authority is Principal Secretary, Medical & Health.

The designation and address of the Second Appellate Authority is Secretary Finance, (Budget) Department, GoR.

(1) Filling 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 (10) 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 (30) 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 (15) 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.

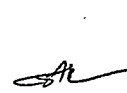
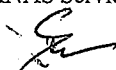
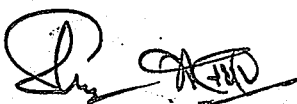
(5) Form of Appeal

(a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as

Request for Proposal (RFP) for Selection of a Project Management Unit (PMU) for Operation & Management of Tele-MANAS Services

there are respondents in the appeal.

- (b) Every appeal shall be accompanied by as 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 Two Thousand Five Hundred (Rs. 2,500/-) and for second appeal shall be Rupees Ten Thousand (Rs. 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 is placed on the state Public Procurement Portal.



Memorandum of Appeal under the Rajasthan Transparency in public Procurement Act, 2012

Appeal No..... of.....

Before the (First/Second Appellant Authority)

1. Particulars of appellant:

i. Name of the appellant:

ii. Official address, if any:

iii. Residential address:

2. Name and address of the respondent(s):

i.

ii.

iii.

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provision of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal:
 (Supported by an affidavit)

7. Prayer.....

Place.....

Date.....

Appellant's Signature

Annexure D

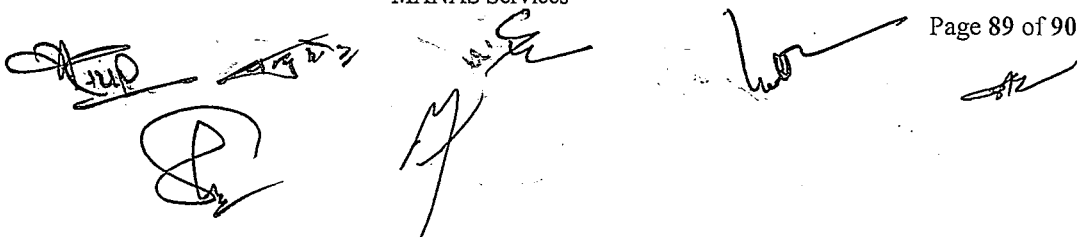
Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotal, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

The bottom of the page contains several handwritten signatures and initials in black ink. There are approximately six distinct marks, including what appear to be full names and initials, scattered across the bottom margin.

Annexure-19

प्राप्ति रसीद

Sr. No.	Particular	Amount	DD/Check No.	प्राप्त / अप्राप्त
1.	बिड प्रपत्र शुल्क (Rajasthan State Health Society Jaipur) के पक्ष में देय			
2.	RISL Fees (RISL के पक्ष में देय)			
3.	Bid Security (2%)			
4.	मूल स्टाम्प			
5.	MSME Certificate (If Applicable)			

हस्ताक्षर प्राप्तकर्ता

हस्ताक्षर जमाकर्ता