

Government of Odisha

Request for Proposal of Screening & confirmation the Population for Sickle Cell Anemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS METHOD in Ganjam District.

Issued by:

OFFICE OF THE CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER,
GANJAM.

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DISCLAIMER

1. The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the **OFFICE OF THE CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER GANJAM DISTRICT** (hereinafter referred to as “**CDM&PHO-GANJAM**”) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
 2. This RFP is not an agreement and is neither an offer nor invitation by CDM&PHO-GANJAM to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
 3. CDM&PHO-GANJAM will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that CDM&PHO-GANJAM is bound to select a Bidder or to appoint the Selected Bidder for the services and CDM&PHO-GANJAM reserves the right to accept/reject any of the Bidders or proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. CDM&PHO-GANJAM also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP proposal.
 4. Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon the interpretation of the law. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CDM&PHO-GANJAM accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.
 5. CDM&PHO-GANJAM reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the Odisha Government e-Procurement System website: www.Ganjam.nic.in.
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NOTICE FOR REQUEST FOR PROPOSAL

Notice No 9736 / 2023

Dt. 12-07-2023

“RFP for Screening & confirmation of population for Sickle Cell Anaemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS Method in Ganjam District”

CDM &PHO-GANJAM, plans to engage agency(s) for Screening & confirmation of population for Sickle Cell Anemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS METHOD in Ganjam District, as defined in this RFP and invites proposals from suitable agencies meeting the criteria mentioned in this RFP document.

The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this RFP document as uploaded on the Odisha Tender website www.Ganjam.nic.in.

Interested bidders are requested to submit their technical and financial proposals in response to the RFP by speed post/registered Post to the office of the under signed within the last date and time mentioned below.

S. No	Description	Date and Time
1.	Publish Date	12-07-2023
2.	Document Download/Sale Start Date	12-07-2023
3.	Document Download/Sale End Date	13-08-2023
4.	Pre bid Meeting Address/ Portal	24.07.2023 at 12.30PM In the office Chamber of CDM&PHO, Ganjam
5.	Bid Submission Start Date	13-07-2023
6.	Bid Submission End Date	14-08-2023 at 4.00PM
7.	Bid Opening Date	14-08-2023 at 4.30PM
8.	Bid Validity (Days)	180 days
9.	Period of Rate Contract	2 years
10.	Location	Ganjam
11.	Pin code	760001
12.	Bid Opening Date & Place	14-08-2023 at 4.30PM, In the office Chamber of CDM&PHO, Ganjam
13.	Product Category	Services
14.	Nature of Work	Screening & confirmation of population for Sickle Cell Anemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS Method in Ganjam District
15.	Proposals Invited By	OFFICE OF THE CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER: GANJAM CENTRAL STORE
16.	Date of Opening of Financial Proposals	Within 30 (thirty) days of the Technical Bid opening
17.	Mode of Submission of Proposal	Speed Post/ Reg. Post only
18.	Website for Downloading RFP documents, Corrigendum/ Addendum and any other RFP related Information	www.Ganjam.nic.in .
19.	Cost of RFP document	Rs.5000/-
20.	Earnest Money Deposit	Rs.50000/-

21.	Performance Security	2% of the cost of the Project
22.	Method of Selection	L1 Bidding

Note:

1. CDM&PHO-GANJAM reserves all the rights to cancel the Tender Process and reject any or all the Proposals at any point of time.
2. No contractual obligation whatsoever shall arise from the RFP document unless and until a formal contract is signed and executed between CDM&PHO-GANJAM and the Selected Bidder.
3. CDM&PHO-GANJAM disclaims any factual or other errors in the RFP document (the onus is purely on each Bidder(s) to verify such information) and the information provided therein are intended only to help the Bidder(s) to prepare a proposal in accordance with the terms and conditions as set out in this RFP document.

Issuing Authority

Sd/-

CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER
Ganjam District
Odisha

SECTION 1: LETTER OF INVITATION

1.1. Introduction

Hemoglobinopathies are inherited disorders of red blood cells. Being an important cause of morbidity and mortality, they impose a heavy burden on families and the health sector in our country. India has the largest number of children with Thalassemia major in the world – about 1 to 1.5 lakhs and almost 42 million carriers of β (beta) thalassemia trait. About 10,000 -15,000 babies with thalassemia major are born every year. Sickle cell disease and Thalassemia are the most important clinical disorders within Haemoglobinopathies in India. The carrier frequency of the Sickle cell gene varies from 1 to 35 % and hence there are a huge number of people with Sickle cell disease, posing a burden on healthcare system both in terms of cost and resources.

Considering the nature of the disease, the Government of India vide gazette notification dated 04th January 2018, included Sickle Cell Disease (**SCD**) in the list of ‘Disability’. Thus, preventing the spread of these disease is of paramount importance in order to reduce the burden on healthcare system and for further reduction of Infant Mortality Rate (IMR) and Maternal Mortality Rate (MMR) in the state. These diseases spread through marriages between people carrying gene, which is preventable.

The government of India’s NHM guidelines mention genetic counselling as an important cornerstone in achieving the prevention of further spread and transmission of thalassemia and Sickle cell anaemia in the coming generations. Genetic or marriage counselling is a skilled job that requires the appointment of Human Resources across several locations in order to carry out counselling, which is recurring and cost-intensive.

Sickle cell disease and thalassemia require lifelong supportive care that includes pain management, infection prophylaxis or treatment, hospitalisation, and blood transfusions. A better future is envisioned for those affected by sickle cell disease by providing optimal treatment and ensuring that the children born of patients with sickle cell disease are free of the disease. The NHM’s 2016 Guidelines on Prevention and Control of Hemoglobinopathies (Thalassemia, Sickle Cell Disease, and Other Variants of Haemoglobin in India) also rightly advocate a unified, integrated, and comprehensive approach to screening & confirmation for hemoglobinopathies.

Any population screening & confirmation procedure, if included in any community programme, should be able to capture all major Hemoglobinopathies (SCD, beta-thalassemia, etc.), and more so since the evaluation of a huge population involves a tremendous amount of logistics, including finance, manpower, time, coordination, etc. Hence, it is rational to adopt one unified and integrated approach to a group of diseases when they are related to each other, involve the same population, use the same blood sample logistics and manpower, etc.

And hence, a cost-effective and rational population screening & confirmation for Hemoglobinopathies in Odisha needs to cover both Sickle Cell and thalassemia in a single programme with a single blood sample to fulfil the long-term goal planned both at the national and State levels.

In this regard, CDM&PHO-GANJAM is inviting Proposals from Bidders for the selection of an agency in accordance with the method of selection specified in the RFP. The selection of an agency for Screening & confirmation the Population for Sickle Cell Anaemia and thalassemia shall be based on an evaluation by CDM&PHO-GANJAM through the selection process specified in this RFP (the "**Selection Process**"). Bidders shall be deemed to have understood and agreed that no explanation or

justification for any aspect of the Selection Process will be given and that CDM&PHO-GANJAM's decisions are final without any right of appeal whatsoever.

Looking at the sensitive nature of the task, the selected agency needs to regularly make entries into the Sickle Cell portal on a real-time basis so that the progress of work can be monitored daily in order to achieve the target of screening & confirmation the target population, that is 27 lakhs approximately (70% of the total population) within a time period of two years. Therefore, taking the interdependent nature of work into consideration, timely sample collection, transportation of samples for diagnostic tests at the laboratory, timely and correct entry of data into the portal, counselling, and treatment linkages shall have to be established in a timely manner without quality being compromised and adherence to the standard laid down guidelines and processes.

In order to achieve the above-mentioned tasks in a constrained, one-time allocated budget and in a manner of impactful implementation, subject to approval in ROP for screening & confirmation of hemoglobinopathies each year.

Pursuant thereto, the Rate Contract will be signed with the selected bidder (the "**Selected Bidder**") initially for a period of 02 (Two) years ("**Contract Period**"). The Rate Contract will be renewed based on the performance of the Selected Agency as per the defined KPIs. The Rate Contract, post 02 (Two) years, may be extended further for a period of 01 (one) year or till the finalization of the new rate contract and the based on the performance of the Selected Agency and mutual agreement between CDM&PHO-GANJAM and the Selected Agency.

1.2. Objectives

The key objectives to engage an agency Screening & confirmation of population for Sickle Cell Anemia and Thalassemia disease are as follows:

- To provide preliminary screening & confirmation facilities at the community level to beneficiaries for targeting 0 to 40 years age population i.e., 28 Lakh in number, which is 70% of the total population of 40 Lakhs approx. for Ganjam district.
- To decrease the prevalence of Thalassemia and Sickle Cell Anaemia in the population by virtue of identification and monitoring in the future
- To provide quality of life and improve the associated cost burden for patients with Sickle Cell Anaemia and Thalassemia
- To provide counselling support for the affected population

Please Note:

- All documents under the proposal shall be mandatorily submitted in completeness and in the form prescribed under this RFP.
- CDM&PHO-GANJAM, at its sole discretion, may cancel any submission of a proposal if it appears that it does not include the required documents or includes incomplete, incomprehensible, or wrong documents.
- The aforesaid list is inclusive but not exhaustive. The Bidder shall submit other relevant documents required in the RFP or requested by CDM&PHO-GANJAM from time to time.

SECTION 2: INSTRUCTION TO THE BIDDERS

2.1 General Terms of Bidding

2.1.1 Bidders are invited to submit a technical proposal and a financial proposal (collectively referred to as "**the proposal or bid**"), as specified in the schedule of the RFP, for the services required under the Project. The Proposal will form the basis for the grant of a work order or contract to the Selected Bidder. The Selected Bidder shall carry out the Project in accordance with the scope of work as specified in this RFP (the SOW).

2.1.2 CDM&PHO-GANJAM shall receive proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by CDM&PHO-GANJAM, as modified, altered, amended, and clarified from time to time by CDM&PHO-GANJAM (collectively the "**Bidding Documents**"), and all proposals shall be prepared and submitted in accordance with such terms on or before the Bid submission end date (the "**Proposal Due Date**").

2.1.3 Number of Proposals: No Bidder shall submit more than one proposal for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another proposal, either individually or as a member of any Consortium, as the case may be. In the event of such an occurrence (i.e., submission of more than one technical or Financial Proposal, either individually or as part of a consortium), both proposals shall be summarily rejected.

2.1.4 Consortium or Joint Venture: The Bidder may be a single entity or a group of a maximum of Two entities (the "**Consortium**") are coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium can be a member of another bid Consortium for the Project. In the event of such an occurrence (i.e., if the Bidder is part of a consortium of more than one bid), all such bids shall be summarily rejected. The term bidder used herein would apply to both a single entity and a consortium.

The maximum number of members that shall be allowed to form a Consortium for the purpose of this RFP must not exceed 02 (Two). In the event of such an occurrence (i.e., if the Consortium members are more than 02), the Proposal, shall be summarily rejected.

- (a) The Proposal should include a description of the roles and responsibilities of individual Members of the Consortium, particularly with reference to technical, financial, operational and maintenance obligations. The Proposal should contain the required information for each Member of the Consortium;
- (b) All members should fulfil eligibility criterion pertaining to their area of competence and one of them would be considered as **Lead Bidder** having registered office at Odisha with minimum 5 years of experience of Health Sector supplies/ Services with H & FW Department, Government of Odisha, through a Joint Bidding Agreement, to whom the Project would be given for execution and the Lead Bidder would be responsible for execution of the complete Project and comply with all terms and conditions of RFP.
- (c) The Consortium members on whose strength a Bidder has been shortlisted should have a substantial stake in the Project. The Consortium member, other than the Lead Member of the

Consortium, who has technical and/or financial capacity is considered for the purpose of qualification and shortlisting herein;

(d) The Members of the Consortium shall enter into a binding joint bidding agreement, substantially in the form specified at **Annexure 8** (the "**Joint Bidding Agreement**"), for the purpose of submitting a Proposal.

2.1.5 Change in composition of the Consortium

Change in the composition of a Consortium will not be permitted during the Selection Process or, if selected, during the contract period, including implementation and operation of the Project throughout the Contract Period or the extended term of the contract.

2.1.6 Any Bidder that has been barred by the Central Government, any State Government, a statutory authority, or a Public Sector Undertaking from participating in any project and the bar persists as of the date of the Proposal Due date would not be eligible to submit a Proposal either individually or as a member of a consortium.

2.1.7 Cost of Bidding: The Bidders shall bear all costs associated with or relating to the preparation and submission of their Proposals and their participation in the Selection process, including but not limited to preparation, postage, copying, delivery fees, expenses associated with any demonstrations or presentations that may be required by CDM&PHO-GANJAM, or any other costs incurred in connection with or relating to their proposals.

2.1.8 Right to reject any or all Proposals:

- (a) Notwithstanding anything contained in this RFP, CDM&PHO-GANJAM reserves the right to accept or reject any Proposal or to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- (b) Without prejudice to the generality of above, CDM&PHO-GANJAM reserves the right to reject any Proposal and reserves the right to debar or blacklist if:
 - (i) at any time, a material misrepresentation is made or discovered; or
 - (ii) the Bidder does not provide, within the time specified by CDM&PHO-GANJAM, the supplemental information sought by CDM&PHO-GANJAM for evaluation of the Proposal.
- (c) Such misrepresentation/ improper response by the Bidder may lead to the disqualification/debarment/blacklisting of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected

2.1.9 CDM&PHO-GANJAM shall adopt the L1 bidding methodology for selection of the Bidder.

3 Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with, arising out of, relating to, or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by Collector , Ganjam District, whose decision shall be final.

2.2 Prebid Meeting

2.2.1 The Prebid meeting (the "**Prebid Meeting**") shall be held at _____. Interested Bidders shall connect using the details provided by CDM&PHO-GANJAM. A prebid meeting of the Bidders will be convened as per the details set out on the Ganjam District Website regarding the designated date, time, and platform of the meeting.

2.2.3 During the Prebid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration by CDM&PHO-GANJAM. CDM&PHO-GANJAM will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process.

2.3 Clarification and amendment of RFP documents

2.3.1 Bidders may seek clarification on this RFP within the stipulated date as set out in the RFP document or within three (3) working days of the Prebid meeting (three (3) days exclusive of the Prebid meeting date). &

2.3.2 Any request for clarification(s) must be sent by standard electronic means (Excel and PDF file) as per the format provided in this RFP document at **Annexure-7** to CDM&PHO-GANJAM 's email address:

2.3.3 CDM&PHO-GANJAM will post the reply to such queries on Odisha Tender website www.Ganjam.nic.in.

2.3.4 CDM&PHO-GANJAM may also, on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by CDM&PHO-GANJAM shall be deemed to be part of the bid Documents. Verbal clarifications and information given by CDM&PHO-GANJAM or its employees or representatives shall not in any way or manner be binding on CDM&PHO-GANJAM and shall not alter the terms of the RFP. However, CDM&PHO-GANJAM reserves the right not to respond to any question(s) or provide any clarification(s) in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring CDM&PHO-GANJAM to respond to any question(s) or to provide any clarification(s).

2.3.5 At any time before the Proposal Due Date, CDM&PHO-GANJAM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigendum will be posted on Odisha Tender website and www.Ganjam.nic.in.

2.3.6 To afford the Bidders a reasonable time for taking an amendment/Corrigenda into account, or for any other reason, CDM&PHO-GANJAM may at its discretion extend the Proposal Due Date.

2.4 Tender Fee

2.4.1 The RFP document is available online. A non-refundable RFP submission fee of INR 5,000/- (INR Five Thousand only) shall be payable by each bidder ("**Tender Fee**") for their Proposals to be accepted in DD only payable in favour of "**ZSS Misc. (Account No. 30249462288, IFSC Code-SBIN0005753), Berhampur**".

2.5 Earnest Money Deposit

2.5.1 An Earnest Money Deposit ("**EMD**") shall be paid online for the sum of INR 50,000/- (INR Fifty Thousand only) and shall be required to be submitted in DD only payable in favour of "**ZSS Misc. (Account No. 30249462288, IFSC Code-SBIN0005753), Berhampur**" by each Bidder.

2.5.2 Unless the Bidder requests an exemption from payment of EMD, the absence of EMD shall lead to the Technical Proposal of the Bidder being summarily rejected.

2.5.3 If a Bidder is a Micro, Small, and Medium Enterprise (MSME), Udyog Aadhar, or Small-Scale Industry ("**SSI**") registered bidder in Odisha, then such Bidder shall be exempt from submitting the EMD and Tender Fee. However, there is no exemption from paying the tender processing fee. To claim the exemption, relevant, valid documents in support of MSME or SSI are required to be uploaded by the Bidder(s). MSME and SSI bidders from other States are not eligible for exemption from payment of EMD and the tender fee.

2.5.4 The EMD shall be kept valid through the bid validity period and may need to be extended if so, required by CDM&PHO-GANJAM.

2.5.5 CDM&PHO-GANJAM will not be liable to pay any interest on EMD. EMD of pre-qualified but unselected Bidders shall be returned, without any interest, within 1 (one) month after grant of the Work Order or execution of the Contract by the Selected Bidder (whichever is later) or when the Selection Process is cancelled by CDM&PHO-GANJAM.

2.6 Preparation of Proposal

2.6.1 Bidders are requested to submit their proposals in English and strictly in the formats provided in this RFP. CDM&PHO-GANJAM will evaluate only those Proposals that are received in the specified forms and are complete in all respects; other proposals will be rejected.

2.6.2 The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP ("**Technical Proposal**"). No information related to the financial proposal should be provided in the Technical Proposal. Further, in such a case, CDM&PHO-GANJAM will be entitled to reject the Proposal.

2.6.3 Non-compliance with the instructions and conditions contained in the RFP, Addendum (a), or Corrigendum (a) shall render the Proposal liable to be rejected. CDM&PHO-GANJAM reserves the right to further debar or blacklist the Bidder in consequence of non-compliance with any condition of the RFP, corrigendum (a), or addendum (a) that impacts the Selection Process in any manner.

2.6.4 The Proposals must be signed by the Authorised Representative on each page of the Technical Proposal being submitted (the "**Authorised Representative**") as detailed below:

- by a partner, in the case of a partnership firm and/or limited liability partnership; or
- by a duly authorised person, in the case of a private and public limited company or corporation; or
- by the duly authorised Member of the Governing board in the case of a Not-for-Profit Organisation ("**NPO**") or Non-Governmental Organisation ("**NGO**"); or
- by the duly authorised Trustee in the case of a Trust; or
- by the proprietor in the case of a proprietary firm;
- In the case of a Consortium, the proposal shall be signed by the duly authorised signatory of the Lead member and shall be legally binding on all the Members of the consortium.

2.6.7 Except as specifically provided in this RFP, no supplementary material will be entertained by CDM&PHO-GANJAM, and the evaluation will be carried out only based on documents received

by the closing time of the proposal due date as specified in the notice of the RFP. CDM&PHO-GANJAM reserves the right to seek clarifications in case the Proposal is non-responsive on any aspect.

2.6.8 Financial Proposal: While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

2.6.9 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (a) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by CDM&PHO-GANJAM.
- (b) The Financial Proposal shall only be submitted in the Format as provided therein ("**Financial Proposal**"), clearly indicating the amount in both figures and words and up to two decimal points. For example, the amount shall be quoted as 10.12 instead of 10 or 10.1.
- (c) The Financial Proposal shall be furnished in INR (Indian Rupees) only.
- (d) The Financial Proposal needs to be filled out to its fullest extent based on the financial submission sheet and as per the details mentioned within the sheet.
- (e) The Financial Proposal should be inclusive of all the costs, including but not limited to all taxes associated with the Project. The Financial Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax, and other charges as may be applicable in relation to the activities proposed to be carried out. These shall normally cover remuneration for all the personnel (technicians), accommodation, air fare, transportation, equipment, office supplies, including stationery material, printing of documents, screening & confirmation test reagents and consumables, transportation personnel, data entry personnel, etc. The Financial Proposal shall consider all the expenses, tax liabilities, and costs of insurance, levies, and other impositions applicable under the prevailing law.
- (f) The Bidder(s) should quote only one rate for screening & confirmation to be done per target beneficiary. Rates quoted should be given both in words and in figures.

- (g) Prices quoted in the Proposal must be firm and final and shall not be subject to any modifications on any account whatsoever and shall remain the same throughout the project duration or any extension granted thereof.
- (h) The price shall be quoted for all the items mentioned in the financial proposal and the consolidated total Price per person screened.

2.7 Submission, receipt and opening of proposals

2.7.1 It will be mandatory to submit the same in 2 envelopes.

1. **Part 1:** Technical Bid: This will include the technical Bids mentioned in Section 2 below. This is to be prepared as per Annexure 3 attached; this envelope will be marked "Part-I: Technical Bid".
 - i. **Part 2:** Financial Bid : To be prepared in the format attached as Annexure 4, the envelope containing the Financial Bid should be clearly marked as "Financial Bid (DO NOT OPEN WITH TECHNICAL BID)".
 - ii. Name of the work in block letters "**Screening & confirmation of population for Sickle Cell Anemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS Method in Ganjam District,**" Name of the undersigned's office (where the envelope is to be sent), name of the bidder, full address and mobile / phone number are mandatory on all envelopes. `

2.7.2 The Proposal shall be submitted through Speed post/Reg. Post. The Bidder(s) may kindly note that CDM&PHO-GANJAM shall not be responsible for any delays or errors faced in the submission of Proposals, processing payment of Tender fees or EMD, etc., at any stage of the Proposal submission process.

2.7.3 The Authorised Representative of the Bidder should authenticate EMD details and the technical and financial proposals. The Authorised Representative's authorization should be confirmed by a written power of attorney by the competent authority in the format set out in Annexure 6 of this RFP.

2.7.4 If the Proposal is submitted on behalf of a sole proprietorship' Concern, the Bidder must submit a notarized Affidavit on Non-judicial Stamp Paper instead of a Power of Attorney, confirming in the original that the concern is a Sole proprietorship concern and the Sole Proprietor is the Authorised Representative of the Concern. This must be submitted whether the Bidder is participating as a Sole Bidder or as a member within a consortium.

2.7.5 In the event that the bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead member.

2.7.6: No Proposal shall be accepted after the Proposal Due Date and time.

2.7.7 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee to evaluate whether the Bidders meet the prescribed minimum Qualification Criteria.

2.8 Proposal Evaluation

2.8.1 As part of the evaluation, the Technical Proposal submitted shall be checked to determine whether the Bidder meets the prescribed minimum Pre-Qualification Criteria in accordance with the technical evaluation as set out in Clause 3.1 of this RFP. Subsequently, the Technical Proposal submissions of Bidders who meet the minimum Qualification criteria shall be checked for responsiveness in accordance with the requirements of the RFP, and only those Technical Proposals that are found to be responsive will be further evaluated in accordance with the criteria set out in this RFP document.

2.8.2 CDM&PHO-GANJAM may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

- Bidders must meet the minimum qualifications prescribed before evaluating Financial Proposals.

(a) The Technical Proposal submitted by the Bidder is:

- (i) received in the form specified in this RFP;
- (ii) received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it is accompanied by the Earnest Money Deposit unless eligible for exemption;
- (iv) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (v) does not contain any condition

(b) That the Financial Proposal submitted by the Bidder is:

- (i) the Financial Proposal is received in the form specified in this RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and

(c) CDM&PHO-GANJAM reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal will be entertained by CDM&PHO-GANJAM in respect of such Proposals. However, CDM&PHO-GANJAM reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. CDM&PHO-GANJAM will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below

2.8.3: The technical proposal meeting minimum eligibility criteria will be further evaluated by evaluation committee (“Evaluation Committee”) appointed by CDM&PHO-GANJAM the on the basis of the following evaluation criteria mentioned in clause 3.3.2

SECTION 3. SELECTION OF AGENCY

As part of the evaluation, a Bidder must fulfill the minimum Qualification Criteria. In case a Bidder does not fulfill the minimum Qualification Criteria, the Proposal of such a Bidder will not be evaluated further.

3.1 Minimum Qualification Criteria

The minimum qualification criteria (“**Qualification Criteria**”) for a Bidder to qualify for opening of Financial Proposal are listed below:

Sl. No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The Bidder(s) must be a duly registered legal entity in India, under any one of the following categories: -</p> <p>a) Limited Liability Partnership (“LLP”) registered under the LLP Act, 2008;</p> <p>b) Indian Company (“Company”) registered under the Companies Act, 1956/2013;</p> <p>c) Not-for-Profit Organization (“NPO/ NGO”) registered under the Societies Act, 1860; or under any State Societies Registration Act;</p> <p>d) Trust formed under the Applicable Laws of India;</p> <p>e) Firm registered as such under any of the Applicable Laws in India.</p> <p>f) Consortium comprising of a maximum of 02 (Two) entities as mentioned above is allowed to participate in the Selection Process.</p>	<p>Registration documents of the Bidder as a duly registered legal entity in India along with:</p> <ol style="list-style-type: none"> 1. Details of Board of Director/ Managing Director/ CEO/ Partners/ Proprietor 2. PAN Card of the registered legal entity 3. GST certificate of the registered legal entity 4. Certified copy of registered Partnership Deed; copy of Statement filed in the Register of Firms disclosing Names, Addresses and relevant details of ALL Partners of the Firm 5. In case of a Partnership Firm registered under the Indian Partnership Act, 1932, the Bidder(s) shall mandatorily submit Power of Attorney (Pota) for the Authorized Signatory of a Partnership Firm 6. Any other supporting document, as required <p>(In case of single Bidder, it should be met by sole Bidder itself whereas in case of Consortium, this would be applicable for each of the Consortium Members)</p>
2	Existence of the firm	<p>The Bidder(s) should be in the business and operating in the field of healthcare services for at least last 05 (five) Financial Years (i.e., 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) and at the time of bid submission</p>	<ol style="list-style-type: none"> 1. Registration document showing incorporation of the Sole Bidder/ Lead Consortium Member 2. An undertaking on the letterhead of the Bidder (as per Annexure-6) stating that the Bidder has been in operation for a minimum of last 05 (five) Financial Years (i.e., 2017-18, 2018-19, 2019-20, 2020-21, 2021-22) in the field of healthcare services <p>(In case of sole Bidder, it should be met by the sole Bidder itself, whereas in case of Consortium, the Lead member should fulfil the relevant criterion)</p>

Sl. No	Basic Requirement	Specific Requirements	Documents Required
3	Screening, Sample Collection & Transportation and pathology Testing Experience	<p>The Bidder(s) should have an experience of:</p> <ol style="list-style-type: none"> 1. Screening/ testing for a minimum cumulative of 1,00,000 (One lakh) population across healthcare domain in the last 05 (five) Financial Years (i.e., 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) 2. Screening/ Diagnosis of Hemoglobinopathies using Dried Blood Spot (DBS) sample, for Age group of 0-40 years using High Performance Liquid Chromatography (HPLC/CAPILLARY ELECTROPHORESIS METHOD) Technology 	<p>Contract/ Agreement/ Work Orders/ Letter of invitation from client(s) that clearly states the details of the scope of work, date of commencement, number of population screened/ test conducted and all other essential details of the contract</p> <p>(In case of sole Bidder, it should be met by the sole Bidder itself, whereas in case of Consortium, any of the Lead member or Consortium member must fulfil the relevant criterion)</p>
4	Average Annual Turnover	<p>The Bidder(s) should have an average annual financial turnover of INR 25.00 Crore of the 03 (three) Financial Years i.e., 2019-20, 2020-21, and 2021-22</p>	<p>Certificate issued by a statutory auditor along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years must be submitted</p> <p>(In case of sole Bidder, it should be met by the sole Bidder itself, whereas in case of Consortium, any member should fulfil the relevant criterion)</p>
5	Net Worth	<p>The Bidder(s) should have a positive net worth in each of the 03 (three) Financial Years i.e., 2019-20, 2020-21, and 2021-22</p>	<p>Certificate from statutory auditor (as per and Audited Financial Statements shall be submitted by the Bidder for the stated Financial Years</p> <p>(In case of sole Bidder, it should be met by sole Bidder itself whereas in case of Consortium, this would be applicable for any of the Consortium members)</p>
6	Blacklisting	<p>The Bidder(s) shall not have been debarred / blacklisted by any Central Govt. /State Govt. / Public Sector Undertaking / any other local Body or body established under or in the control of the Central or state Government and till completion of the selection process under this RFP</p>	<p>Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5</p> <p>(In case of sole Bidder, it should be met by sole Bidder itself whereas in case of Consortium, this would be applicable for each of the Consortium members)</p>

7	Pending Petitions	The Bidder(s) shall inform NHM- Odisha of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP	Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5 In case of sole Bidder, it should be met by sole Bidder itself whereas in case of Consortium, this would be applicable for each of the Consortium members)
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Note:

- If required, CDM&PHO-GANJAM may seek specific clarifications from any or all bidders at this stage.
- A Proposal will be rejected at this stage if it does not respond to the qualification criteria as determined under this RFP document.

3.2 Exclusion of Proposal/ Disqualification

3.2.1 CDM&PHO-GANJAM may exclude or disqualify a Proposal if:

- (a) The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation.
- (b) The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete.
- (c) The Bidder is not qualified as per Qualification Criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by the Evaluation Committee.

3.3 Final selection

3.3.1 Only the bidders who meet ALL the Qualification Criteria as mentioned in the Clause 3.1 above, would be considered for further technical and financial evaluation purposes. Bidders who fail to fulfill any of the requisite Qualification Criteria would not be considered for the evaluation of the technical proposal

3.3.2 The evaluation committee (“**Evaluation Committee**”) appointed by CDM&PHO-GANJAM will carry out the evaluation of Technical Proposals of the qualified Bidders before opening of the Financial Proposal.

3.3.3 **Financial** Proposals of only those Bidder(s) shall be opened who shall meet all the defined minimum Qualification Criteria as mentioned in the clause 3.1 above. Bidders who fail to fulfill any of the requisite Qualification Criteria would not be considered for the financial evaluation

3.3.4 The Selected Bidder (**L1**) will enter a Contract with CDM&PHO-GANJAM and shall work in accordance with the Scope of work mentioned in the RFP

3.4 Grant of Work Order

3.4.1 After selection, a work order (“**Work Order**”) will be issued, in duplicate, by CDM&PHO-GANJAM to the Selected Bidder(s). The Work Order will be handed to the Selected Bidder or

emailed or posted to the Selected Bidder's address as given in the proposal, and such handing, emailing, or posting shall be deemed good service of such a notice. The Selected Bidder (s) shall, within 7 (Seven) working days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. Thereafter, the Selected Bidder will enter into a Contract with CDM&PHO-GANJAM ("Selected Agency") and shall work in accordance with the Scope of work mentioned in the RFP. .

3.4.2 The issue of the Work Order accepting the Selected Bidder's Proposal by CDM&PHO-GANJAM and the acceptance of the Work Order by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfil the conditions as specified in this RFP and the Work Order, including the execution of the Contract within the prescribed time, all to the satisfaction of CDM&PHO-GANJAM.

3.4.4 Additionally, non-acceptance of the Work order by the Selected Bidder within the time prescribed therein shall lead to forfeiture of the Earnest Money Deposit of such a bidder, and thereafter, CDM&PHO-GANJAM shall be free to award the Project to the next Bidder in sequence or to proceed in the manner considered in the best interest of CDM&PHO-GANJAM, at the sole discretion of CDM&PHO-GANJAM.

SECTION 4. SCOPE OF WORK

4.1 Detailed Scope of Work

The Agency shall be required to provide requisite manpower and sample collection kits, consumables, etc. for screening & confirmation of the target population, along with sample transportation to the agency's central laboratory for testing using HPLC/CAPILLARY ELECTROPHORESIS METHOD with DBS Kit, along with entry of final test results on the Sickle Cell Portal and reporting of Thalassemia in a separate mobile app or software portal. The primary objective to engage an Agency is to expand the coverage of screening, sample transportation for Sickle Cell Anaemia and Thalassemia in the identified blocks by providing early screening, identification Thalassemia and Sickle Cell Anaemia and curbing morbidity rates by using single step quantitative test for Sickle Cell Anaemia and Thalassemia

The abovementioned services must be provided for approximately 28 Lakhs population (“**Target Population***”) in the population across 40 Lakh (22) blocks of Ganjam District of Odisha over a duration of 02 (Two) years.

Clusters, Districts and Blocks

The mapped blocks of Ganjam Districts with target population are mentioned below for the purpose of this RFP document.

TABLE 1 – District and Target Population Details

S. No.	Block Name	Population	Total Target Population 0-40 yrs. of age
1.	Aska	132549	132549
2.	Beguniapada	113476	113476
3.	Bellaguntha	93849	93849
4.	Bhanjanagar	121293	121293
5.	Buguda	103376	103376
6.	Chhatrapur	116572	116572
7.	Chikiti	88010	88010
8.	Dharakote	85086	85086
9.	Digapahandi	122485	122485
10.	Ganjam	91169	91169
11.	Hinjilicut	106481	106481
12.	Jagannath prasad	94699	94699
13.	Kabisurya Nagar	99056	99056
14.	Khalikote	133748	133748
15.	Kukudakhandi	113531	113531
16.	Patrapur	99434	99434

17.	Polsara	119352	119352
18.	Purusottampur	126354	126354
19.	Rangeilunda	133348	133348
20.	Sankhemundi	120835	120835
21.	Seragad	88464	88464
22.	Surada	127534	127534
23.	BeMC	285732	285732
Total		38,80,619	27,16,434

The entire program is broadly classified into the following stages as mentioned below:

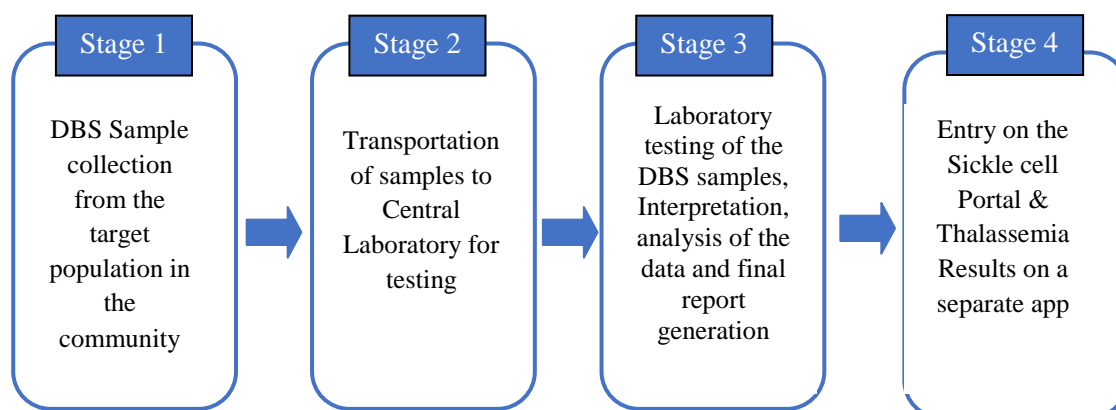


Figure 1: Program Stages

The overall Scope of Work for the Agency shall include implementation, coordination, management and monitoring the progress in the programme for the Contract Period and any extended term, thereafter. The Agency shall execute the programme in following stages:

4.1.1 Stage -1 Sample collection for Screening & confirmation

Community level screening & confirmation shall be done for, sickle cell anemia and thalassemia across the specified groups of population of 0-40 years over the project duration. The screening & confirmation shall be done for specified population groups as mentioned below:

A multi-screening & confirmation approach should be adopted to cover the 0–40-year-old target population. The community screening & confirmation stage will involve coordination between CDM&PHO-GANJAM's, deployed staff, including ASHA workers (for house-to-house campaigning mode), CHOs(Screening to be done during opportunities) , and MHTs Health Institutions (School students samples collection to be done) of the populations with the objective of identifying the affected persons with Sickle Cell Anaemia and Thalassemia diseases. Effective screening & confirmation shall be one of the core and key components of the programme since the further processes and activities to be followed will be dependent on the screening & confirmation done within the community. The Dried Blood Spot (DBS) sample collection for screening & confirmation shall be done at the above-mentioned sites by the CDM and PHO-GANJAM deployed staff, including ASHA workers (for house-to-house campaigning mode), CHOs(Screening to be done during opportunities) , and MHTs Health Institutions (School students samples collection to be done) and the samples so collected shall be transported to the block level by existing AVDM (Alternative Vaccine Delivery Mechanism) facilities. The Agencies will receive the sample from block level and transport it to the same central lab by personnel deployed by the agencies.

The various tasks to be undertaken by CDM&PHO-GANJAM's deployed staffs (ASHA Workers ANM and other field level healthcare staff) and Agency for the screening & confirmation activities are mentioned below for reference:

A. Responsibility of the Agency

- (1) The Agency shall be responsible for hiring skilled and trained human resources according to the requirement in the areas of:
 - Screening & confirmation methodology, interpretation etc.
 - User friendly software will be provided to all support staff.
 - Trainings will be given by highly skilled people to the support staffs for use.
 - Sample storage, transportation, and handover to Agencies central laboratory for testing
 - Entry of the results on mobile app or on the software/ portal as required by CDM&PHO-GANJAM.

- (2) Supplying inventory management of the bar-coded Dried blood spot sample collection kit consisting of:
 - a Bar coded, DBS sample collection Card containing Whatman 903 DBS collection filter paper, test requisition form to capture person demographic details in local language
 - b Zip lock plastic bag
 - c Self-sealable envelope to hold the DBS card
 - d Automatic retractable Lancet CE marked from a reputed manufacture
 - e Alcohols swab
 - f Band Aid
 - g Desiccant bag

- (3) Providing training to the stake holders and support staffs ASHA Workers (for house-to-house campaigning mode), CHOs(Screening to be done during opportunities) , and MHTs Health Institutions (School students samples collection to be done) for Dried Blood Spot (DBS) sample collection, storage, and transport of the sample and about the principal goals of the screening & confirmation program.

- (4) The Agency will also be responsible for development of Standard Operating Procedure (SOPs) for the sample collection and screening & confirmation to be conducted across the 04 groups of population (newborns, pregnant women, adolescent, men, and women of childbearing age). The SOPs would be developed in consultation with CDM&PHO-GANJAM. and approval to be provided for the same in order to manage the various process/ activities. The SOPs shall have to be duly signed by CDM&PHO-GANJAM and the Agency (in case of Consortium, the Lead member being the Power of Attorney holder shall sign on behalf of the other Consortium members) to come into force
- (5) The Agency shall deploy 01 (one) Project Coordinator for the coordination and facilitation of Project related activities for all blocks within those districts. The coordinator should be working from 10:00 AM to 06:00 PM every day from Monday to Saturday (except for Sundays and public holidays)
- (6) Agencies team shall coordinate with the CDM&PHO-GANJAM deployed staff (District/ Block/ Village coordinators) for the proper community mobilization prior to conducting initial screening & confirmation tests. The Agency can have its own screening & confirmation plan and shall be required to coordinate with the CDM&PHO-GANJAM, deployed staff, for ensuring adequate community mobilization prior to conducting the screening & confirmation tests on population members.
- (7) CDM & PHO Ganjam shall Provide a monetary incentive to the ANM's, MHU for sample collections done by them.
- (8) The Agency shall provide daily/ weekly/ monthly reports on real time basis to the in- charge District Officer i.e., BPM, DPM / DMRCH, CDM&PHO, Collector, State designated NHM Officer the same would be done by Sickle Cell portal provided by CDM&PHO-GANJAM for capturing of transactions at each level.
- (9) Troubleshooting any problems and promptly respond to any questions concerns from hospital/Health department authorities.
- (10) Roles and responsibilities of the District Coordinator: The Coordinator of the Agency shall be responsible for the following below mentioned activities:
 - Coordination and reporting to the respective BPM (daily), CDMO & PHO (on a weekly basis) and State Nodal Officer, write number of field/ site visits done, number of samples collected, number of samples transported, number of results uploaded on portal etc.
 - Sharing the developed screening & confirmation plan (in conjunction with CDM&PHO-GANJAM) with the BPM & CDM & PHO at periodic intervals and as and when required by concerned officials
- (11) The Agency must comply with all the statutory provisions of Biomedical waste management, Biosafety and Occupational and Environmental safety. The Agency must ensure that the biomedical waste generated during the screening & confirmation and sample collection processes are adequately disposed of as per the statutory guidelines. Any default on the same shall be liable for strict action and penalties may be imposed on the Agency in lieu of the same
- (12) The Agency must also comply with all guidelines issued by GoI/Govt. of Odisha/MoHFW etc. from time to time

B. Responsibility of CDM&PHO-GANJAM.

- (1) To help the Agency in arranging the training for CDM&PHO-GANJAM. deployed staff for sample collection and utilize the network of healthcare ASHA Workers (for house-to-house campaigning mode), CHOs(Screening to be done during opportunities) , and MHTs Health Institutions (School students samples collection to be done) (touch points to the target population) to collect dried blood spot sample in accordance with the Sample collection SOP.
- (2) CDM&PHO-GANJAM. deployed staff, including ASHA workers (for house-to-house campaigning mode), CHOs(Screening to be done during opportunities) , and MHTs Health Institutions (School students samples collection to be done) and other field-level healthcare staff, shall be responsible for the collection of finger prick samples on Dried blood spots. They shall greet, explain, and educate the target population about the importance of the initial screening & confirmation test for Sickle Cell Anaemia and thalassemia and how it is performed. Explain the limitations, process, and objectives of the Sickle Cell Anaemia and thalassemia screening & confirmation test before collecting the blood sample screening & confirmation test from the member of the population.
- (3) Sample collection for the Screening & confirmation test: draw a blood sample via fingertip prick using the lancet provided in the kit, observe aseptic precautions, and soak it in on the Dried blood spot sample collection cards provided by the agency and as per the SOP provided by the Agency.
- (4) Hand over the Kits on which samples have been collected to one central location, i.e., Block, as decided by CDM&PHO-GANJAM, from where the agency executive can pick up and transport the sample to the Agency's central laboratory.
- (5) CDM&PHO-GANJAM will cross-verify enough positive and negative samples to assess the quality of tests performed by the Agency in order to avoid false certification and forgery of data.
- (6) Surprise checks are to be performed in order to assess the quality of the work being done, adherence to protocols, deviations from SOPs, if any, and the quality of the resources being used.
- (7) Providing the Agency with the login to the Sickle Cell Portal for the purpose of patient registration and screening & confirmation process activities and results into the portal
- (8) SOP design, coordination, and approval.

4.1.2 Stage -2 Transportation of samples for screening & confirmation to the Agencies central laboratory

Post sample collection from the members of the groups from the community, the samples shall be accumulated at one designated spot for each block, from where the samples will be handed over to the Agency's team (Block Executive) who will be responsible for the transportation of the samples to the Agency's Central Laboratory for testing

A. Responsibility of the Agency:

- (1) The Agency shall be responsible for coordinating: Transportation of all samples collected from each block of each district to the central laboratory for testing;

- (a) Coordination for recollection and retesting of samples and transportation in case the sample is not fit for testing;
 - (b) Keeping record of all the collected samples for transportation
- (2) Standard dried blood sample collection & transportation protocols shall have to be followed by the Agency's personnel.
- The entire sample transportation process shall be clearly defined and laid down in the SOP in order to ensure there is a seamless transfer of samples from screening & confirmation locations to Agencies testing laboratory. When the sample is being handed over to the transportation personnel, the serial number shall be recorded in a logbook at the preliminary screening & confirmation location before handing over the samples to the transportation personnel of the agency. CDM&PHO-GANJAM's designated staff shall get a signed receipt from the transportation personnel after handing over the sample. The detailed records shall be maintained for all the collected samples for future purposes by the Agency.
 - The sample shall be transported by the Agency to its Central testing laboratory, and it shall be the responsibility of the Agency's designated staff to transport samples to the Laboratory for testing from the screening & confirmation location where the sample was collected or stored. The entry for sample collection and storage of the same (if required) shall be done on the Sickle Cell Portal provided by CDM&PHO-GANJAM. The Agency will ensure that all such entries are updated in the portal or app for tracking and monitoring purposes.
 - Retesting and recollection of samples: There will be occasions where the sample received might not be fit for processing as it might have gotten spoiled or was not collected properly. In such scenarios, the Agency shall inform the concerned district and block officer responsible that the sample will have to be collected again. Post-recollection of the sample, the above-mentioned process would be followed for further processing. The Agency would not be paid any extra amount for the transportation of recollected samples. The cost per member screened would be paid to the agency.
 - The Agency must comply with all the statutory provisions of Biomedical waste management, biosafety, and Occupational and Environmental safety. The Agency must ensure that the biomedical waste generated during the screening & confirmation and sample collection processes is adequately disposed of as per the statutory guidelines. Any default on the same shall be liable for strict action, and penalties may be imposed on the Agency in lieu of the same.

B. Responsibility of CDM&PHO-GANJAM.:

- (1) CDM&PHO-GANJAM designated staff shall undertake the handover of samples to transportation personnel,

4.1.3 Stage -3 Sample Testing & Result Reporting:

Once the sample reach the Agency's Central Laboratory, where the test will be performed by the Agencies and the Test results shall be released.

Sub-contracting of the Laboratory testing and report analysis under this RFP is not permitted at any stage during the engagement.

The screening & confirmation to be carried out shall be done by following test:

High Performance Liquid Chromatography/ CAPILLARY ELECTROPHORESIS METHOD

To cover the following hemoglobinopathies in one single test in a confirmatory manner:

1. Sickle Cell Anemia (Hb SS)
2. Sickle Cell Anemia (Hb S/C)
3. Beta Thalassemia
4. Variant Hemoglobinopathies (C, D, H, Bart Band) Including He
5. Double/Compound Heterozygous cases of Sickle with thalassemia, HbE , HbC etc

A. Responsibility of Agency:

- (1) Establishing the laboratory with capacity enough to undertake the project as per the daily capacity of the HPLC/CAPILLARY ELECTROPHORESIS machines and the number of samples to be processed per day.
- (2) Procure/have HPLC/CAPILLARY ELECTROPHORESIS METHOD with following configurations
 - a US FDA approved HPLC/CAPILLARY ELECTROPHORESIS METHOD system (Min grade I medical devise)
 - b Cation exchange apparatus
 - c With a double pump continuous linear gradient
 - d 415 Nm UV detector
 - e US FDA approved Software for analysis of the data generated
- (3) The designated staff/ Lab technician in the Agencies testing laboratory shall carry out the test as per the prescribed guidelines/ methodology for the same. The lab technician at Agencies testing laboratory shall carry out repeat investigations in case any of the doubtful observations.
- (4) Laboratory processing of the dried blood spot samples, Analysis & Interpretation of the data and report generation in accordance with best laboratory practices and **ISO 15189** complaint manner.
- (5) Once the screening & confirmation tests have been conducted, the laboratory test results for the same will be generated. The results for the tests would have to be made available to the ground staff at the screening & confirmation locations by the Agency's Block Coordinator's
- (6) The Agency shall be responsible for hiring skilled and trained human resources (as per government norms & guidelines) including registered pathologist/PhD's, in-charge for monitoring, guiding/ interpreting equivocal/ inconclusive results and overseeing the overall activities. The Agency shall have to deploy adequate number of MD/Pathologists/PhD's (either full-time or part time) in order to ensure daily workload is managed in seamless manner

B. Responsibility of CDM&PHO-GANJAM.:

- (7) Ensuring that all the results are captured in the Sickle Cell portal in order to track and monitor the screened population.

4.1.4 Stage - 4: Sickle cell Portal data entry:

A. Responsibility of Agency:

- (1) Once the screening & confirmation tests have been conducted, the laboratory test need to be entered/ updated on the Sickle Cell portal of CDM&PHO-GANJAM and Thalassemia portal separately.
- (2) The data entry for all the tests conducted along with their outcomes shall be done by the Agency in Sickle Cell portal of CDM&PHO-GANJAM .and Thalassemia portal developed by agency. The Agency shall ensure that the information has been timely entered and updated in Sickle Cell portal and Thalassemia portal developed by agency after the test has been conducted. The data entry and updating of the test results on the mentioned Sickle Cell portal of CDM&PHO-GANJAM. and Thalassemia portal developed by agency would be one of the key parameters for tracking the performance of the Agency.
- (3) Ensure all the transactions are captured in Sickle Cell portal provided by CDM&PHO-GANJAM. and Thalassemia portal developed by agency in order to track and monitor the screened personnel within the community groups.
- (4) Maintaining utmost confidentiality of the detected carriers wherever screening & confirmation for carriers is carried out, shall be the sole responsibility of Agency only
- (5) The data generated while screening & confirmation the target population shall be highly confidential in nature therefore, utmost confidentiality needs to be exercised.

B. Responsibility of CDM&PHO-GANJAM.:

- 1) Ensuring that all the transactions are captured in the Sickle Cell portal in order to track and monitor the cards to be issued to the screened population.

SECTION 5. PAYMENT TERMS

5.1 Invoicing and Payment

5.1.1 Invoicing (General)

- (a) No advance payment shall be made by CDM&PHO-GANJAM at the time of signing of contract with Selected Agency
- (b) Prices (inclusive of all taxes), to be charged by the Selected Agency for provision of services in terms of the Contract shall not vary from the prices agreed upon in the Financial Proposal/ Contract
- (c) Invoices for payment for each month to be submitted by 5th (Fifth) day of the next month.
- (d) The payment will be subject to deduction of taxes at source (TDS) as per Income Tax Rules/ GST [“(Goods and Service Tax)” if applicable] and other statutory deductions as per Applicable Laws
- (e) GST, (if applicable), should not be included in the Proposal price and shall be paid by CDM&PHO-GANJAM separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the Proposal price
- (f) All the remittances due to the Selected Agency shall be remitted to the bank account of the Selected Agency as per the details provided at the time of signing of the Agreement for all

payments relating to monthly reimbursement of the invoices or any other payments related to the Project that shall become due in favour of the Selected Agency

- (g) In case of the Selected Agency being a Consortium, all payments shall be remitted in the bank account agreed upon amongst the Lead members.
- (h) All the payments will be made in Indian Rupees (INR) only

5.1.2 Invoicing

- The Selected Agency shall quote the rate per screened member within the population groups in the Financial Proposal. The rate per screened member shall encompass all the costs for operation of the services within the Scope of work, including testing reagents and consumables, manpower deployed and their training, sample transportation costs (manpower and mode of transportation, fuel, maintenance, cold chain storage boxes, etc.), result updating on the Sickle Cell Portal and the Thalassemia Portal, etc.
- Payment of operational expenditure shall be made to the Selected Agency on a monthly basis based on the number of members screened within the population groups, as reported or updated in the Sickle Cell Portal of CDM&PHO-GANJAM and the Thalassemia Portal developed by the agency.
- In the event of retesting due to sample spoilage, no amount will be payable for the transportation of the recollected samples.
- Invoice in three copies with the requisite documents and proofs to be submitted to CDM&PHO-GANJAM. Documents and proofs to be submitted by the Selected Agency shall include:
 - (a) The Selected Agency shall quote the rate for per screened member within the population groups in the Financial Proposal. The rate per screened member shall encompass all the costs for operation of the services within the Scope of Work including testing reagents and consumables, manpower deployed and their training, sample transportation cost (manpower and mode of transportation, fuel, maintenance, cold chain storage boxes etc.), result updating on Sickle Cell portal and thalassemia portal etc.
 - (b) Payment of operational expenditure shall be made to the Selected Agency on a monthly basis based on the number of members screened within the population groups, as reported/ updated in the Sickle Cell portal of CDM&PHO-GANJAM and thalassemia portal developed by agency.
 - (c) In case of retesting due to sample spoilage, no amount will be payable for transportation of recollected samples.
 - (d) Invoice in 3 (three) copies with requisite documents/proofs to be submitted to CDM&PHO-GANJAM. Documents/ proofs to be submitted by the Selected Agency shall include:
 - (i) inspection/ certification report of the (designated officer), CDM&PHO-GANJAM regarding the availability of manpower, trainings done etc. Certified report shall be provided by the Agency as and when trainings are conducted for their deployed staff on the Project
 - (ii) test results entered/ updated on the Sickle Cell portal and thalassemia portal developed by agency for NHM for all the members who has been screened (including confirmatory test results also)

- (e) The Selected Agency must provide additional/ supplementary documents for verification of the invoices to CDM&PHO-GANJAM, if required from time to time.
- (f) The payment in favor of the Selected Agency shall be released within 15 (fifteen) days from the date of submission of invoice by the Selected Agency but no interest/charges shall be paid on delayed payments.

5.2 Disputed Invoice

- (a) In case of a dispute on the invoice amount, or any other payment related matter; such matter shall be discussed with CDM&PHO-GANJAM and/ or any other authority designated by the Nodal, CDM&PHO-GANJAM. In such cases, the Selected Agency, shall produce requisite supporting documents, communications, acknowledgement of CDM&PHO-GANJAM, etc. to support the disputed Invoice amount, or any other payment related matter; however, the decision of the Nodal, CDM&PHO-GANJAM in this matter shall be considered as final
- (b) Any dispute or difference or claim arising out of or in relation to the terms of the RFP, will be settled by reaching a mutual understanding and amicable settlement between the parties.

SECTION 6. ANNEXURES

ANNEXURE 1: COVER LETTER

(To be submitted on the letter head of the Sole Bidder/ each Consortium Member)

To,
CDM&PHO-GANJAM)

Sub.: **“Screening & confirmation of population for Sickle Cell Anaemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS METHOD in Ganjam District”**

Dear Sir,

With reference to your RFP document Ref. No.we, having examined all relevant documents and understood their contents, hereby submit our Proposal for “*Screening & confirmation of population for Sickle Cell Anaemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS Method in Ganjam District*”

We are submitting our Proposal as [*name of the Bidder*].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that CDM&PHO-GANJAM will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. We shall make available to CDM&PHO-GANJAM any additional information it may deem necessary or require supplementing or authenticate the Proposal.
3. We acknowledge the right of CDM&PHO-GANJAM to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law our right to challenge the same on any account whatsoever.
4. We certify that in the last 3 (three) years, we/ or our Associates have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
5. We declare that:
 - (a) We do not have any Conflict of Interest in accordance with the terms of the RFP;
 - (b) We declare that the undertakings given by us along with the Proposal in response to the RFP for the Project are true and correct as on the date of making the Proposal and we shall continue to abide by them.

- (c) We declare that there is no pending, active or previous legal action that prevents us from submitting the Proposal and executing the Agreement or fulfilling the conditions of the Project.
6. We understand that CDM&PHO-GANJAM may cancel the Selection Process at any time and that CDM&PHO-GANJAM is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
7. We declare that we or any Member of the Consortium, or any of our/ their Associates are not directly or indirectly related to any other Bidder applying for selection as an Agency for the Project.
8. We further certify that we or any Member of the Consortium or any of our /their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Proposal.
9. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate CDM&PHO-GANJAM of the same immediately.
10. We agree that if at any stage, any information/documents submitted by us are found to be false, we or our Associates shall be liable for debarment from tendering in CDM&PHO-GANJAM, apart from any other appropriate/legal action, as the case maybe.
11. We agree to keep this offer valid for 180 (one hundred eighty) days from the Proposal Due Date specified in the RFP, or provide extension of period of Bid Validity, if so, required by CDM&PHO-GANJAM.
12. A Power of Attorney in favor of the Authorized Signatory to sign and submit this Proposal and documents is attached herewith.
13. The Financial Proposal has been/shall be submitted as per the prescribed timeline set out in the RFP document. This Proposal read with the Technical and Financial Proposal shall constitute the Proposal which shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFP document.
15. {We, the Consortium Member agree and undertake to be jointly and severally liable for all the obligations of the Agency under the Agreement.} ¹

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours sincerely,

Authorized Signature (*PoA holder of the Sole Bidder/ Consortium Member as per Annexure 7*)

[*In full and initials with Seal*]:

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*): Address:

Telephone:

Fax:

Email:

(*Name and seal of the Sole Bidder/ Consortium Member*) [*Location, Date*]

¹ This Paragraph 22 shall be omitted if the Bidder is not a Consortium.

Sole Bidder / Consortium Members Contact Details

The Sole Bidder / each Consortium Member is requested to provide the contact details of authorized representative in following format along with Annexure 1:

(On letter head of the bidder)

1. Name of Institution
2. Office address
3. Registered Office(Registered office)
4. Date of incorporation and/or date of commencement of business
5. Registration number
6. Details of the Authorised Signatory ₂
 - i. Name
 - ii. Post
 - iii. Company/firm,
 - iv. Address,
 - v. Telephone number,
 - vi. Email address,
 - vii. Mobile number,

ANNEXURE 2 : CHECKLIST OF DOCUMENTS TO BE SUBMITTED

S. No.	List of Documents	Y/ N (Yes/ No)	Filename/ Page no.
1.	Cover letter (As per Annexure 1)		
2.	Bid submitted in two bid/folder		
3	Technical Bid (As per Annexure 3)		
4.	Documents to be submitted in the technical Bid: 1. Incorporation certificate/ Registration certificate 2. <u>Declaration For Existence of The Firm (as per Annexure 6)</u> 3. PAN 4. Audited Financials 5. Turn over certificate from CA 6. Experience certificate, work order etc. 7. Demonstration /Presentation 8. Any other relevant documents		
5.	Financial Bid ((as per Annexure 4)		
6.	Annexure 5: Blacklisting and Pending Suit (Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5)		
7.	Annexure 7: Joint Bidding Agreement		
8.	Signed and stamped by the authorized signatory on all pages		

ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL

(To be submitted on the letter head of the Sole Bidder/each Consortium member)

Technical Bid Format

Methodology Statement and Approach

Sr. No	Criteria	Description	Documentary Evidence
1.	Period of existence of the institution	<ul style="list-style-type: none"> ✦ Limited Liability Partnership (“LLP”) registered under the LLP Act, 2008; ✦ an Indian Company (“Company”) registered under the Companies Act, 1956/2013; ✦ Not-for-Profit Organization (“NPO/ NGO”) registered under the Societies Act, 1860; or under any State Societies Registration Act; ✦ Trust formed under the Applicable Laws of India; ✦ Firm registered as such under any of the Applicable Laws in India. <p>Consortium comprising of a maximum of 02 (three) entities as mentioned above is allowed to participate in the Selection Process</p>	<ul style="list-style-type: none"> ▪ Certificate of incorporation)/ ▪ Copy of Registration Certificate ▪ Pan Card / GST Registration (If Applicable) ▪ Declaration For Existence of The Firm (Annexure 6)
2.	Average annual turnover of the organization in 3 financial years (Annual turnover in INR)	Annual turnover of the institution last 3 Financial years	It is mandatory to attach as certified Audit report/ Financials from CA.
3.	Net worth Certificate for last 3 FY	Net worth Certificate for last 3 FY	Certificate from statutory auditor
4.	Organization with at least one year of experience in HPLC/CAPILLARY ELECRTOPHORESIS METHOD analysis for Hemoglobinopathies Screening, using Dried Blood Spot (DBS) specimen for 0-40 years of age	Present information and evidence on the experience of Hemoglobinopathy Screening & confirmation by Dried Blood Spot, Specimen HPLC/CAPILLARY ELECRTOPHORESIS	<ul style="list-style-type: none"> ▪ Copy of contract/deed Order and completion certificate from customer ▪ Self attested declaration from authorized signatory

		METHOD	
5.	NABL/ISO 15189 & Scope of accreditation	NABL certificate	NABL Certificate with Scope showing DBS-HPLC/CAPILLARY ELECTROPHORESIS METHOD under the scope of NABL/ISO 15189) For age group 0-40, Sickle cell and Thalassemia testing i.e., HbF, HbA, HbA2, HbS under the scope of accreditation
4.	Presentation (Demonstration/Presentation)	<ul style="list-style-type: none"> ▪ The action plan and methodology should highlight the approach and clearly outline the implementation roadmap ▪ Human resources of the organization. availability of, work experience, work efficiency and qualification brief description 	<ul style="list-style-type: none"> ▪ Approach to organization It is mandatory to submit an integrated document, methodology and action plan (Details Bid and/ or presentation) ▪ Institution Curriculum Vitae/Experience Certificate of Scientific Team/Advisory Board of ▪ Any other important feature which the bidder wishes to indicate

Signature of authorized person(s)

Full Name & Designation & Contact Details

(Seal of the organization)

(These should be signed by the same person(s) who signed the cover letter.)

ANNEXURE 4: Financial Bid format

Sr. No	Activities (BQ)	Consolidated Rate per beneficiary in INR(Both figures and Words)
1	Cost of Sample Collection from Sub Center to Block CHC by AVDM	
2	Cost of Sample Collection from Sub Center to Block CHC by AVDM	
3	Cost of Transportation from Block CHC to the Central Laboratory by agencies logistic personally.	
4	Sample collection kit : <ul style="list-style-type: none"> • Bar coded, DBS sample collection Card containing Whatman 903 DBS collection filter paper, test requisition form to capture person demographic details in local language • Zip lock plastic bag • Self-sealable envelope to hold the DBS card • Automatic retractable Lancet, CE marked from a reputed manufacture. • Alcohols swab • Band Aid Desiccant	
5	<ul style="list-style-type: none"> • Setting up of laboratory infrastructure for handling 28 lakh (approx.) samples in 24 months, with sufficient trained lab technicians, Phd/MD doctors and testing infrastructure (as per NABL norms) including sufficient HPLC/CAPILLARY ELECRTOPHORESIS METHOD systems and paraphernalia's, to manage the sample said load. (Capes costs) 	
6	<ul style="list-style-type: none"> • Laboratory testing of Dried Blood Spot on HPLC/CAPILLARY ELECRTOPHORESIS METHOD for Sickle cell anemia, Beta Thalassemia and other variant hemoglobinopathies to determine diseased, carrier and compound heterozygote states in the age group of 0-40 years in an NABL/ISO 15189 complaint manner and reporting of the test report in the desired format (apex costs) 	
7	Cost for Facilitation, Digitalization and Data entry into the Sickle cell portal and in Thalassemia Portal by separate application, Realtime Dash Board interface for CHO level, Block Level, DHH Level	
Total Consolidated Price per person tested		

ANNEXURE-5: BLACKLISTING AND PENDING SUIT DECLARATION

(To be submitted by Sole Bidder/ each Consortium Member on Non-Judicial paper of INR 10/duly notarized by Notary Public / First Class Magistrate)

AFFIDAVIT

I / We.....
(Full name in capital letters starting with surname), the Partner /Managing Director / Holder of power of attorney of the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking.

1. It is declared that the firmis not declared insolvent any time in the past. Not debarred/ blacklisted by either CDM&PHO-GANJAM /Central Govt. / State Govt. / Public Sector Undertaking/ any other local body till completion of the Selection Process under this RFP document nor convicted under the provision of Indian Penal Code,1860 or Prevention of Corruption (Amendment) Act, 2018, nor any criminal case is pending against me/us in any court of law.

2. It is further declared that the firm..... shall inform CDM&PHO-GANJAM of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP.

3. The firm..... do hereby agree that if in future, it comes to the notice of CDM&PHO-GANJAM / if it is brought to the notice of CDM&PHO-GANJAM that any disciplinary/ penal action due to violation of terms and conditions of the RFP document/Agreement which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in CDM&PHO-GANJAM or either by any of Central Govt. / State Govt. / Public sector undertaking/any other local body, CDM&PHO-GANJAM will be at discretion to take appropriate action as its finds fit.

Full name and complete address with Signature of Authorized Signatory

WITNESS:

1) Full Name
Address
Signature

2) Full Name Address
.....
Signature

Authorized Signature (PoA holder of the Sole Bidder/ Consortium Member as per Annexure 7)

[In full and initials with Seal]:

Name and Title of Signatory:

Name of Bidder (Firm/ Organization's name):

Address:

Telephone:

Fax:

Email:

(Name and seal of the Sole Bidder/ Consortium Member)

[Location, Date]

ANNEXURE 6 : DECLARATION FOR EXISTENCE OF THE FIRM
(To be submitted on the letterhead of the Sole Bidder/ each Consortium member)

To,
CDM & PHO Ganjam,
BRAMHAPUR, GANJAM
Odisha - 834010

Sub: RFP Ref. No.for “Screening & confirmation of population for Sickle Cell Anaemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS Method in Ganjam District”

I / We _____ (Full name in capital letters), Holder of Power of Attorney of _____ (insert name of Bidder) as the Proprietor/ Partner /Managing Director certify and confirm that _____ (insert name of the Bidder) has been in operation for at least {05 (five)} Financial Years (i.e., 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) in the field of providing _____ (areas of services to be mentioned) .

Yours sincerely,

Authorized Signature (PoA holder of the Sole Bidder/ Consortium Member as per Annexure 7)

[In full and initials with Seal]:

Name and Title of Signatory:

Name of Bidder (Firm/ Organization’s name): Address:

Telephone:

Fax:

Email:

(Name and seal of the Sole Bidder/ Consortium Member)

[Location, Date]

ANNEXURE-7: FORMAT FOR PREBID QUERY AND CLARIFICATIONS

The Bidder will have to ensure that their queries should reach through email at cdmoganjam1@gmail.com in the prescribed format as mentioned below

Bidder's Name:			
S. No.	RFP Reference & Page number	Clause Details	Queries with Justification

** Any other form of submission will not be entertained*

ANNEXURE 8: JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2023

AMONGST

1..... Limited, *[insert name of Bidder & Bidder’s entity registered as Company/LLP/ NGO/Trust]* incorporated under the provisions of the [●] *[insert name and year of Act under which incorporated]* and having its registered office at *[insert address of registered Head Office & Branch office]* (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors, executors and permitted assigns)

AND

2..... Limited, *[insert name of Bidder & Bidder’s entity registered as Company/LLP/ NGO/Trust]* incorporated under the provisions of the [●] *[insert name and year of Act under which incorporated]* and having its registered office at *[insert address of registered Head Office & Branch office]* (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors, executors and permitted assigns)

The above-mentioned parties of the FIRST, and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) **CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER: GANJAM** (hereinafter referred to as the “**CDM&PHO-GANJAM**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Proposals**”) by its Request for Proposal (the “**RFP**”) for *Screening & confirmation of population for Sickle Cell Anaemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS Method in Ganjam District* for CDM&PHO-GANJAM (the “**Project**”).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP and the Master Service Agreement.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

- 3.1 The Parties hereby undertake that change in the composition of a Consortium will not be permitted during the Selection Process or if selected, during implementation and operation of the Project throughout the Contract Period or extended term of the Contract.
- 3.2 The Parties hereby undertake that change in the ownership and control of a Consortium member shall not be permitted during the Selection Process or if selected, during implementation and operation of the Project throughout the Contract Period or extended term of the Contract.

4. Role of the Parties

- 4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:
- (a) Party of the First Part shall have registered office at Odisha be the Lead member and shall have the power of attorney from other Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and thereafter from the effective date of the Master Service Agreement when all the obligations of the Consortium shall become effective;
 - (b) Party of the Second Part shall be {insert description of the role of the Party};
 - (c) Party of the Third Part shall be {insert description of the role of the Party}

5. Joint and Several Liability

- 5.1 The Parties do hereby undertake that they will be working together in the project but doing individual responsibility as per the requirement and severally responsible for each individual work. Failing which each individual according to the commitment work is responsible for all obligations and liabilities relating to the Project under and in accordance with the terms of the RFP and the Master Service Agreement from the effective date of the Master Service Agreement in accordance with the Master Service Agreement.
- 5.2 The Parties do hereby undertake and declare that the Lead member shall represent all the members of the lead team but not for the other party working with it. Individual party is responsible for the activities to be performed and will always be liable and responsible for discharging the functions and obligations of the lead party not the co-party ; and that each member of the lead team shall be bound by any decision, communication, notice, action or inaction of the Lead member on any matter related to this Agreement and CDM&PHO-GANJAM shall be entitled to rely upon any such action, decision or communication of the Lead member.

NOTE- “ LEAD BIDDER IS ONLY RESPONSIBLE FOR ITS INDIVIDUAL PERFORMANCE”

6. Shareholding in the Consortium

6.1 Subject to the terms of this Joint Bidding Agreement, the share of each Member of the Consortium shall be in the following proportion:

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

6.2 Notwithstanding anything contrary contained in this Joint Bidding Agreement, the Lead member shall always be liable for the equity investment obligations of all the lead bidder members i.e., for both its own liability as well as the liability of other Members.

6.3 The Lead member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the lead bidder 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.

6.4 The Lead member, shall inter alia undertake full responsibility for mobilizing debt resources for the Project, and ensuring that the Project achieves proper financial closure only those work assigned to their own team.

6.5 In case of any breach of any equity investment commitment by any of the Consortium members, the Lead member shall not be liable for the consequences thereof for which the Lead member agrees thereto. They will be only liable if any breach by their own internal team.

6.6 Except as specified in the Joint Bidding 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.

6.7 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.

6.8 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Master Service Agreement.

6.9 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.

6.10 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 Contract except with prior written consent of National Health Mission, Odisha, Government of Odisha.

6.11 It is hereby further agreed that in case of being selected as the successful Bidder, the Members do hereby agree that the Lead member shall furnish the Performance Security in favor of National Health Mission, Odisha, (CDM&PHO-GANJAM), Government of Odisha, in terms of the RFP.

6.12 If any mistake is found by the reports or work of the lab (the joint party) so the lead member is not responsible for it. The penalty or action is to be taken on the second party and the lead member won't interfere in it.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement. (e) This Joint Bidding Agreement,
 - (i) 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;
 - (ii) sets forth the entire understanding of the Members here with respect to the subject matter hereof; and
 - (iii) It is further expressly agreed that this Joint Bidding Agreement shall be irrevocable and shall form an integral part of the Contract between National Health Mission, Odisha, (CDM&PHO-GANJAM), Government of Odisha and the Consortium and shall remain valid until the expiration or early termination of the Contract with CDM&PHO-GANJAM.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect from the effective date of the Master Service Agreement in accordance with the Master Service Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Earnest Money Deposit by CDM&PHO-GANJAM to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India and courts at Ganjam alone shall have the exclusive jurisdiction in all matters relating thereto and arising there- under.

9.2 The Parties acknowledge and accept that this Joint Bidding Agreement may not be amended or modified except in writing signed by each of the Members and with prior written consent of CDM&PHO-GANJAM.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE THROUGH THEIR AUTHORIZED REPRESENTATIVES EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED (For and on behalf of) LEAD MEMBER
by:
Signature:
Name:
Designation:
Address:

SIGNED, SEALED AND DELIVERED (For and on behalf of) party of the SECOND PART
Signature:
Name:
Designation:
Address:

In the presence of:

1.

2.

Signature and stamp of Notary of the place of execution

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

ANNEXURE-9: MASTER SERVICE AGREEMENT

For

“Screening & confirmation of population for Sickle Cell Anaemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS Method in Ganjam District”

This Master Services Agreement (“**Agreement**”) is made and entered into at _____ India on this [●] day of [●], 2022. The effective date of Agreement is [●], 2022.

BY AND BETWEEN

CDM&PHO-GANJAM, having its registered office at _____, hereinafter referred to as "**CDM&PHO-GANJAM** " (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

M/s. [●] (insert name of Selected Bidder & Bidder’s entity registration as Company/Partnership/NGO/Trust) incorporated under the provisions of the [●] (insert name and year of Act under which incorporated) having its registered office at [●] [insert address of registered Head Office Branch office], (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors, executors and permitted assigns) of the **SECOND PART**;

²**M/s. [●]**, (insert name of Lead member & Lead member’s entity registration as Company/Partnership/NGO/Trust) Lead member of the Consortium (insert name of Consortium) with M/s. [●] (insert name of Consortium Member no. 01) and M/s. [●] (insert name of Consortium Member no. 02) incorporated under the provisions of the [●] (insert name and year of Act under which Lead member incorporated) having its registered office at [●] (insert address of registered Head Office and Branch office) (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors, executors and permitted assigns) of the **SECOND PART**

(Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as ‘**Party**’)

A. WHEREAS CDM&PHO-GANJAM required the services of an agency for “Screening & confirmation of population for Sickle Cell Anaemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS Method in Ganjam District” (“**Project**”) and in this regard issued RFP with Reference No. _____, subsequent Corrigendum No. [●] dated [●] respectively.

²In case Selected Bidder is a Consortium

B. CDM&PHO-GANJAM had prescribed the technical and financial terms and conditions and invited proposals from the eligible bidders pursuant to the RFP for undertaking the Project.

C. M/s. [●] submitted a Proposal in response to the RFP for “Screening & confirmation of population for Sickle Cell Anaemia and Thalassemia disease by Dried blood spot through HPLC/CAPILLARY ELECTROPHORESIS Method in Ganjam District”, reference no. on the e-tender portal.

³[M/s. [●] (“**Lead member**”) formed a consortium with M/s. [●] (Consortium Member no. 1) and M/s. [●] (Consortium Member no. 2) through execution of a Joint Bidding Agreement (hereinafter known as the “**Joint Bidding Agreement**”) dated [●] (insert date, month, year of signing/execution of Joint Bidding Agreement) with the purpose and intent of submitting a Proposal in response for “Screening & confirmation of population for Thalassemia and Sickle Cell Anemia in 22 blocks of Ganjam”, reference no.

D. After evaluation of the proposals received, CDM&PHO-GANJAM had accepted the proposal submitted by M/s. [●] and proceeded to issue a work order dated .././..... (“**Work Order**”) in name of M/s. [●] (hereinafter to be referred to as the “**Selected Agency**”) on the basis of their Proposal:

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:

“**Selected Agency**” or “**Agency**” shall mean the Selected Bidder with whom the Contract is signed pursuant to its selection as per the RFP.

“**Agreement**” shall mean this Agreement for Screening & confirmation of population for Thalassemia and Sickle Cell Anemia in 22 blocks of Ganjam

“**Applicable Law**” shall mean all laws brought into force and effect as on the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation the rules, regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

“**Authorized Representative/ Signatory**” shall mean the representative/ officer vested explicitly (for the Selected Agency, by means of a Power of Attorney as per this RFP) with the powers to commit the authorizing organization to a binding project duration.

³ Replacement of Para ‘C.’ above in case Selected Bidder is a Consortium

“**Contract Period**” shall mean a period of 6 (six) months from the date of signing of this Agreement.

“**Effective Date**” shall mean the date of execution of this Agreement.

“**Nodal, CDM&PHO-GANJAM**” shall mean an CDM&PHO-GANJAM officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. For the purpose of this Agreement, the Mission Director, CDM&PHO-GANJAM shall be the Nodal CDM&PHO-GANJAM.

“**Proposal**” shall mean the Proposal submitted by the Selected Bidder pursuant to the RFP.

“**RFP**” means the request for proposal S. No.pursuant to which proposals were invited by CDM&PHO-GANJAM for selection of an agency for **Selection of an Agency for the Screening & confirmation of population for Thalassemia and Sickle Cell Anemia in 22 blocks of Ganjam;**

“**Selected Bidder(s)**” means M/s. [●], selected by CDM&PHO-GANJAM, as per the terms of the RFP.

“**Services(s)**” shall mean and include all the services delivered by the Agency in accordance with the Scope of Work, annexed as Schedule I with this Agreement and all the provisions of the RFP and this Agreement

2. INTERPRETATION

- (a) the words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the RFP shall, unless repugnant to the context, have the meaning ascribed thereto in the RFP;
- (b) a reference to any agreement is a reference to that agreement and all exhibits, schedules, annexures and the like incorporated therein, as the same is amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended from time to time;
- (c) a reference to statutes shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;
- (d) any reference to a person or entity shall include such person's and such entity's successors and permitted assigns, and shall include all-natural persons, corporations, companies, and partnerships and other legal entities;

3. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Schedule 1: Scope of Work (Section 4 in the RFP [●])

Schedule 2: Financial Proposal

Schedule 3: Key Performance Indicators (“**KPIs**”) (Section 6 in the RFP [●])

4. The mutual rights and obligations of NHM- Odisha the Selected Agency shall be as set forth in the Agreement; in particular:

- (a) The Selected Agency shall carry out the services in accordance with the provisions of the Agreement, Work Order, RFP document and subsequent Corrigenda.
- (b) CDM&PHO-GANJAM will make payments to the Selected Agency in accordance with the provisions of the Agreement, Work Order and RFP document and subsequent Corrigenda.

5. Agreement Commencement and Execution

5.1 Commencement, Completion and Termination of Agreement

- (a) Effectiveness of Agreement: This Agreement shall be effective from the date of signing of this Agreement by both the Parties i.e., CDM&PHO-GANJAM and the Selected Agency.
- (b) Commencement of Services: The Selected Agency shall commence services from the date notified by CDM&PHO-GANJAM.
- (a) Expiration of Agreement: Unless terminated earlier pursuant to relevant clauses in this Agreement hereof, this Agreement shall expire upon completion of the Contract Period as defined under Clause 8 of this Agreement

6. Obligations of NHM-MP

- (a) Assistance and Exemptions: CDM&PHO-GANJAM will use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the services.
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.

7. Obligations of the Agency

- (a) The Agency shall be required to fulfill all the obligations and responsibilities set forth in under Section 4 'Scope of Work' and other related sections of RFP document. In addition to the provisions set forth in the RFP, the Agency shall comply with all the Applicable Laws including but not limited to all acts, amendments, rules, codes, guidelines, notifications as issued by Central Government/ State Government/ MoHFW/ CDM&PHO-GANJAM in connection to the performance of its obligations under this RFP/ Contract.
 - (b) In the event, the Agency is a Consortium, the Consortium Members shall be required to meet the following obligations:
 - (i) The Lead member is authorized by the Members of the Consortium to bind the Consortium and receive instructions for and on their behalf.
 - (ii) 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 obligations.
 - (iii) The Lead member, on behalf of the Consortium, shall, inter alia, undertake full responsibility for mobilizing debt resources for the Project, and ensuring that the Project achieves proper Financial Closure.
 - (iv) The Lead member shall, for due and punctual performance of its obligations hereunder relating to the Project, execute and deliver to CDM&PHO-GANJAM a performance security as stipulated in Clause 9 of this Agreement.
 - (v) Each Member of the Consortium 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.
 - (vi) That no Member at any given point of time, may assign or delegate its rights, duties or obligations except with prior written consent of National Health Mission, Odisha, Government of Odisha.
 - (vii) That all members of the Consortium shall be liable jointly and severally for all obligations for the entire contract period or such extended term as may be mutually agreed.
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8. Period of Contract

The Contract will be signed with the selected bidder (the “**Selected Bidder**”) initially for a period of 02 (Two) years (“**Contract Period**”). The Contract will be renewed based on the performance of the Selected Agency as per the defined KPIs. The Contract, post 02 (two) years, may be extended further for a period of 01 (one) year based on the performance of the Selected Agency and mutual agreement between CDM&PHO-GANJAM and the Selected Agency. The maximum extension of the engagement of the Selected Agency shall be up to 01 (one) year only and at the sole discretion of CDM&PHO-GANJAM

9. Performance Security

- (a) The Performance security equivalent to 2% (Two percent) of the total Project cost (“**Performance Security**”) shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP. In case the Bidder is a Consortium, then the Performance Security shall be furnished in the name of Lead member before execution of the Contract and, thereafter during Contract Period.
- (b) The Selected Bidder shall supply the Performance Security, as mentioned in the above para, annually, instead of a combined amount together for 05 (Five) years. The Selected Agency shall renew the Performance Security, annually, and prior to expiry of the validity period of the earlier Performance Security. In case of any extension beyond 02 (two) years, the Selected Agency shall supply the same as per extended Contract Period
- (c) The Performance Security will be retained by CDM&PHO-GANJAM until the completion of the Project by the Agency and be released 60 (sixty) days after the completion of the Project. The Agency shall be required to submit a request in writing to CDM&PHO-GANJAM (post completion of 60 (sixty) days) for the return of Performance Security. On receipt of such letter NHM-ODISHA shall process the request within 30 (thirty) days and return the Performance Security upon being satisfied that there has been due performance of the obligations of the Agency under the Contract. However, no interest shall be payable on the Performance Security.
- (d) The Performance Security may be invoked on violation of any of the conditions given below:
 - (i) The Agency is not able to deliver services as per KPIs as set out in the Contract.
 - (ii) The Agency or its employee(s) is involved in any unlawful activity during its engagement with CDM&PHO-GANJAM.
 - (iii) In case Agency fails to comply with approved Exit Management Plan.
- (e) The Agency shall keep the Performance Security replenished at all times. Such replenishment may be required if CDM&PHO-GANJAM has withdrawn/ deducted from the Performance Security owing to a default and the replenishment shall have to be done by the Agency within 30 (thirty) working days of the withdrawal by CDM&PHO-GANJAM from the Performance Security. Failure to do so on part of the Agency shall result in an event of default by the Agency.

10. Interference with Tender Process

If the Agency fails to enter into Contract after being declared the Selected Bidder/ fails to provide Performance Security or any other document or security required in terms of the RFP document after being declared the Selected Bidder, without valid grounds, shall, in addition to the recourse available in the RFP document or the Contract, EMD submitted shall be forfeited.

11. Failure to agree with the “Terms and Conditions” of the RFP/Contract

Failure of the Agency to agree with the terms and conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the Proposal or the award. In such circumstances, CDM&PHO-

GANJAM would reject the Proposal and forfeit the Earnest Money Deposit as specified in this RFP document.

12. Signing of Contract

The Selected Bidder shall execute the Contract within 01 (one) month from the date of Work Order with CDM&PHO-GANJAM. In the event the Selected Bidder is a Consortium, the Contract shall be signed with the Authorized Representative of the Consortium for the implementation of the Project. In exceptional circumstances, on request of the Selected Bidder in writing for extension, CDM&PHO-GANJAM reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and Corrigenda issued shall also be applicable for the Contract

13. Contract Documents

Subject to the order of precedence set forth in the Contract, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory

14. Execution of Contract

During the Contract Period, the Agency will work closely with CDM&PHO-GANJAM and will perform the activities as per the Scope of Work. In case of poor performance, or unjustified and repeated delays in execution and implementation of the Project, CDM&PHO-GANJAM will issue a notice in writing to the Agency. If the Agency fails to provide an explanation or resolve the issues raised within time allotted, then CDM&PHO-GANJAM shall be entitled to terminate the Agreement. In this case, the Performance Security shall be forfeited.

15. Costs of Signing

The Agency shall bear all the costs related to the signing and registration of the Agreement between CDM&PHO-GANJAM and the Agency including but not limited to stamp duties and registration charges.

16. Sub-Contracting

Sub-contracting of the Scope of Work under this RFP is not permitted at any stage during the engagement.

17. Reporting

All correspondences by the Agency shall be addressed to the Mission Director of CDM&PHO-GANJAM. However, on a regular basis, the Agency shall be in contact with the designated staff of CDM&PHO-GANJAM for day-to-day requirements for implementation of the Project.

18. Responsibility for accuracy of Project documents

The Agency shall be responsible for accuracy of the contents of all outcome reports and prescribed Project documents prepared and submitted to CDM&PHO-GANJAM, as a part of these services. The Agency shall indemnify CDM&PHO-GANJAM against any adverse outcomes attributable to inaccuracies in the defined Scope of Work, which might surface and arise during the implementation of the Project.

19. Monitoring of Contract

- (a) CDM&PHO-GANJAM shall designate a Nodal or authorized officer(s) or representative and/or any third party for monitoring of the Project and delivery of the services under this Contract.
- (b) If delay in delivery of service is observed, a performance notice shall be given to the Selected Bidder/Agency to speed up the delivery. Any change in the constitution of the Selected Bidder/Agency (as the case may be) etc. shall be notified forth with by the such Selected Bidder/Agency in writing to CDM&PHO-GANJAM and such change shall not relieve Selected Bidder/Agency, from any liability under the Contract.

20. GENERAL TERMS AND CONDITIONS

20.1 Fraud and corrupt practices

(a) Without prejudice to the rights of CDM&PHO-GANJAM under Clause 20.1 here in above and the rights and remedies which CDM&PHO-GANJAM may have under the Work Order or the Contract or otherwise, if the Selected Bidder or Agency, as the case may be, is found by CDM&PHO-GANJAM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Work Order or the execution of the Contract, such Selected Bidder or Agency shall not be eligible to participate in any tender issued by CDM&PHO-GANJAM during a period of 3 (three) years from the date such Selected Bidder/Agency, as the case may be, is found by CDM&PHO-GANJAM to have directly or through an agent, engaged or indulged in any Prohibited Practices.

(b) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(i) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CDM&PHO-GANJAM who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of CDM&PHO-GANJAM , shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of CDM&PHO-GANJAM in relation to any matter concerning the Project;

(ii) “**Fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(iii) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(iv) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by CDM&PHO-GANJAM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(v) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

21. Debarment from Bidding

- (a) If CDM&PHO-GANJAM finds that Selected Bidder/Agency has breached the code of integrity prescribed in Clause 20.1 above, it may debar the Bidder for a period of 3 (three) years.
- (b) Where the entire EMD or the entire Performance Security or any substitute thereof, as the case may be, of Selected Bidder/Agency has been forfeited by CDM&PHO-GANJAM in respect of the Selection Process or procurement Contract, the Selected Bidder/Agency shall be debarred from participating in any Tender Process undertaken by CDM&PHO-GANJAM for a period of 3 (three) years.
- (c) CDM&PHO-GANJAM shall not debar Selected Bidder/Agency under this section unless such Selected Bidder/Agency has been given a reasonable opportunity of being heard.

22. Language

- (a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Selected Bidder/Agency and CDM&PHO-GANJAM, shall be written in English or Hindi language only.
- (b) All notices required to be given under this Contract and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English and/or Hindi language, as applicable.

23. Confidentiality

- (a) National Health Mission, Odisha expects the Agency or any person acting on behalf of the Agency to strictly adhere to the instructions given in the RFP document/Agreement and maintain confidentiality of information. This Agreement in its entirety is subject to Copyright Laws.
- (b) The Agency shall be held responsible for any misuse of information contained in the RFP document, Agreement and any other document in writing shared with the Agency in relation to the Selection Process and shall be liable to be prosecuted by CDM&PHO-GANJAM in the event that such a circumstance is brought to the notice of CDM&PHO-GANJAM .
- (c) Information relating to the examination, clarification, evaluation and recommendation for the Agency shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CDM&PHO-GANJAM in relation to, or matters arising out of, or concerning the Selection Process. CDM&PHO-GANJAM will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. CDM&PHO-GANJAM may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or CDM&PHO-GANJAM or as may be required by law or in connection with any legal process.
- (d) The Agency shall comply with all the Applicable Laws in India including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government /State Government/ MoHFW/ CDM&PHO-GANJAM in connection to protection of data privacy and confidentiality as applicable on the Project.
- (e) The Agency is obliged to protect the confidentiality of patients at all times and with regard to all aspects of the information provided by the patient to them, including information relating to their personal and domestic lives. The only exception to this mandate of confidentiality is if the law requires the revelation of certain information, or if there is a serious and identifiable risk to a specific

person and/ or community. As per Information Technology Act, 2000 and Aadhaar Act, 2016 no report will be prepared with patients' demographic details i.e., phone no. and Aadhaar ID. Necessary training must be imparted to the staff involved to ensure the confidentiality of the patients. The patient data generated through consultations will not be used by the Agency for any purposes. This will be strictly confidential and secured by Agency at all the times. All the patient medical records related data to be transferred to CDM&PHO-GANJAM on a periodic basis. Any breach in patient's medical records data will be dealt appropriately and liable for prosecution by CDM&PHO-GANJAM.

24. Copyright

The copyright in all materials containing data and information furnished to the Agency herein shall remain vested in CDM&PHO-GANJAM, or, if they are furnished to CDM&PHO-GANJAM directly or through the Agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

25. No Partnerships

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between CDM&PHO-GANJAM and the Agency.

26. Force Majeure (“Force Majeure”)

- (a) Neither Party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country.
- (b) Force Majeure shall not include,
 - (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees; nor,
 - (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- (c) A Party affected by an event of Force Majeure shall immediately notify the other Party within 07 (seven) working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (d) The failure of a party to fulfill any of its obligations under the Work Order/ Contract shall not be considered to be a breach of, or default under the Work Order/ Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event,
 - (i) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Work Order/ Contract; and,
 - (ii) has informed the other party within 7 (seven) days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and,
 - (iii) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work Order/ Contract.

27. EVENTS OF DEFAULT AND TERMINATION

27.1 Agency Events of Default

- (a) The Agency has failed to replenish the Performance Security within 30 (thirty) working days of the encashment by CDM&PHO-GANJAM of the earlier performance Security;

- (b) The Agency has abandoned the Project for a period of more than 30 (thirty) days;
- (c) Any representation made or warranty given by the Agency under this Agreement is found to be false or misleading;
- (d) The Agency has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- (e) The Agency is in material breach of any of its obligations as mentioned in Clause 7 of this Agreement;
- (f) Any other instance explicitly mentioned in this Agreement as having constituted an event of default.

27.2 Termination for Default

- (a) CDM&PHO-GANJAM may, without prejudice to any other remedy for breach of Contract, by written 30 (thirty) days' notice of default send to the Agency, terminate the Contract in whole or part if the Agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by CDM&PHO-GANJAM pursuant to conditions of the terms and conditions set out in the Contract or if the Agency fails to perform any other obligation(s) under the Contract.
- (b) In event of termination resulting under the aforesaid Clause 27.2 hereinabove, CDM&PHO-GANJAM shall be liable to make no payments in favor of the Agency; however, CDM&PHO-GANJAM will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Agency.
- (c) In the event that CDM&PHO-GANJAM terminates the Contract in whole or in part, pursuant to the terms and conditions set out in the Contract, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Agency shall be liable to pay CDM&PHO-GANJAM for all costs and expenses relating to procurement of such similar systems or services. However, Agency shall continue the performance of the Contract to the extent not terminated.

27.3 Termination for Insolvency

CDM&PHO-GANJAM may at any time terminate the Agreement by giving a written notice of at least 30 (thirty) days to the Agency, if the Agency becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CDM&PHO-GANJAM.

27.4 Termination for Convenience

Either Party, by giving 30 (thirty) days' written notice sent to the other Party may terminate the Contract, in whole or in part at any time. The notice of termination shall specify that termination is for convenience, the extent to which performance under the Contract is terminated and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by Agency would be paid by CDM&PHO-GANJAM.

27.5 Termination for Force Majeure

In event that a Force Majeure event continues for 90 (ninety) days and/or CDM&PHO-GANJAM or the Agency does not see any feasibility of continuing the Project due to a Force Majeure event, then CDM&PHO-GANJAM may, on expiry of 90 (ninety) days or at any period before that in event of no foreseeability of Project, issue a termination notice to the Agency, terminating the Contract with immediate effect. The Agency shall be awarded 30 (thirty) days to complete any pending activities.

Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Agency by CDM&PHO-GANJAM.

28. Premature Termination of Agreement

In the event of premature termination of the Agreement by CDM&PHO-GANJAM on the instances other than non-fulfillment or non-performance of the contractual obligation by the Bidder/ Agency, the balance remaining payments as on the date of termination shall be released within 06 (six months) from the date of such termination.

29. Continuity of Operations

In case of termination, the Selected Bidder/ Agency will continue operations on existing terms and conditions as mentioned in the Exit Management Plan from the date of termination till the date of handing over of complete operations including assets owned by CDM&PHO-GANJAM to the succeeding agency or taking over of complete operations by CDM&PHO-GANJAM itself, whichever is earlier. All assistance shall be provided by the exiting Agency in handing over of all assets, policy documents, SOPs etc. to succeeding agency without any extra cost on behalf of NHM-Odisha.

30. Exit Management Period

- (a) The Agency shall provide CDM&PHO-GANJAM with an exit management plan ("**Exit Management Plan**") as a deliverable in writing in relation to the Contract as a whole and in relation to Project implementation, Project operation and compliance to KPI etc. within 30 (thirty) days from the effective date of Contract signed between CDM&PHO-GANJAM and Agency and receive approval upon the same from CDM&PHO-GANJAM, wherein such approval is not unreasonably withheld by CDM&PHO-GANJAM. In case of a Consortium being the Selected Bidder, the responsibility of the execution of the entire exit management process shall vest solely upon the Lead member of the Consortium.
- (b) The exit management period shall start,
 - (i) in case of expiry of agreement, 60 (sixty) days before the Contract end date; or
 - (ii) in case of termination of Contract, on the date when notice of termination of Contract is sent by either of the parties.
- (c) The exit management period shall end, on either of these dates, whichever is earlier,
 - (i) on any date agreed upon by NHM Odisha and the Agency; or,
 - (ii) 30 (thirty) days after the Contract end date; or,
 - (iii) 60 (sixty) days from the date of notice of termination of Contract.
- (d) CDM&PHO-GANJAM shall be entitled to serve notice in writing to the Agency at any time during the exit management period as detailed hereinabove requiring the Agency to provide CDM&PHO-GANJAM with a complete and up to date list of the assets/ inventory/ tasks accomplished/ pending tasks etc. in relation to the Project.
- (e) During the exit management period, the Agency shall continue to provide seamless services and fulfill performance obligations without any interruptions.
- (f) The Exit Management Plan shall cover the following aspects of exit management, including but not limited to:
 - (i) A detailed transfer process that could be used in conjunction with the next service provider including details of the means to be used to ensure continuing provision of the maintenance services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

- (ii) Plans for the communication with such of the Agency staff, suppliers and any related third party as are necessary to avoid any material detrimental impact on the Project operations as a result of undertaking the transfer.
- (iii) Plans for provision of handholding support for a period of 60 (sixty) days after transfer to CDM&PHO-GANJAM and next service provider to be on-boarded.
- (g) The Agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the assignment of all the rights, title and interest of the Agency free from all encumbrances absolutely and free of any charge or tax to CDM&PHO-GANJAM .
- (h) The responsibility shall lie with the Agency for the smooth transition of services during the exit management period. The responsibility of the outgoing Agency shall only cease upon the satisfaction of CDM&PHO-GANJAM .
- (i) The outgoing Agency shall only withdraw such assets, which bears the ownership/ authorship of the Agency and was developed by the Agency for the purpose of providing services under this RFP for the Contract Period. No asset shall be taken away by the outgoing Agency that is under the ownership of CDM&PHO-GANJAM . In the event the Agency takes possession/carries away any asset belonging to CDM&PHO-GANJAM then CDM&PHO-GANJAM will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Agency.
- (j) The Agency shall promptly on the commencement of the exit management period, supply to CDM&PHO-GANJAM the following:
 - (i) The Agency shall in consultation with CDM&PHO-GANJAM deliver the entire database, logs, process documents, policies, relevant records, manuals, reports and other documents operation and maintenance records and manuals (training manuals, SOPs) pertaining to the Project.
 - (ii) All the information relating to the current services being rendered; data on performance of the services; Project's Intellectual Property Rights; any Project specific documentation; any other data and confidential information related to the Project; current and updated Project data as is reasonably required in a readily available format for transitioning of the services.
 - (iii) All other information (including but not limited to documents, records and Contracts) relating to the services reasonably necessary to enable transition of the services to CDM&PHO-GANJAM or to the next service provider to carry out due diligence in order, as the case may be.
- (k) Based on the approved Exit Management Plan, the Agency would work towards handover of the operations to the next service provider. However, all the relevant information regarding the Project in terms of data, documents, files, SOPs/ guidelines, database, process documents etc. would have to be handed over to CDM&PHO-GANJAM and/or to the next service provider.
- (l) The exit management period would continue in accordance with provisions of 30 (c). subsequent to Contract end date with the Agency. Only during this period, subsequent to Contract end date, the Agency would not be entitled to receive any payments from NHM-Odisha.
- (m) In case the knowledge transfer and requisite information/ data/ documents/ SOPs etc. are not transferred or shared by the Agency with CDM&PHO-GANJAM and/or the next service provider within the defined timelines, CDM&PHO-GANJAM will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Agency.

31. Indemnity

- (a) The Agency shall at all times indemnify and keep indemnified CDM&PHO-GANJAM against all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation (a) related to or arising out of, whether directly or indirectly, (i) a breach by the resources appointed by or through the Agency of any obligations specified in relevant clauses hereof; (ii) negligence, reckless or otherwise wrongful act or omission of the resources appointed by or through the Agency including professional negligence or misconduct of any nature whatsoever in relation to services rendered by them;
- (b) The Agency shall at all times indemnify and keep indemnified CDM&PHO-GANJAM against all claims/damages etc. for any infringement of any Intellectual Property Rights (“IPR”) while providing its services under the Project.
- (c) The Agency shall at all times indemnify and keep indemnified CDM&PHO-GANJAM against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Agency's employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency or its employees.
- (d) The Agency shall at all times indemnify and keep indemnified CDM&PHO-GANJAM against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- (e) All claims regarding indemnity shall survive the termination or expiry of the Contract.

32. PAYMENT TERMS AND CONDITIONS

32.1 Invoicing and Payment

32.1.1 Invoicing (General)

- (a) No advance payment shall be made by CDM&PHO-GANJAM at the time of signing of contract with Agency.
- (b) Prices (inclusive of all taxes), to be charged by the Agency for provision of services in terms of the Contract shall not vary from the prices agreed upon in the Financial Proposal/ Contract.
- (c) The payment to the Agency for the members screened within the population groups would only begin post commencement of operations within the respective blocks.
- (d) No separate payments to be made for reagents/consumables being supplied, manpower to be deployed, transportation mode (vehicle, fuel, repair, maintenance etc.), cold chain storage boxes, data entry personnel, etc. for the population at community level with the help of the Agency. The cost for the same shall be borne by the Agency and has to be accounted for in the Financial Proposal.
- (e) The Agency shall not be paid any extra charges (or any out-of-pocket expense) against such items, which are required for performing proper and efficient working of the Project during Contract Period. The cost for the same shall be borne by the Selected Agency and has to be accounted for in the Financial Proposal.
- (f) Invoices for payment for each month to be submitted by 5th (fifth) day of the next month.
- (g) The payment will be subject to deduction of taxes at source (TDS) as per Income Tax Rules/ GST [(“Goods and Service Tax”) if applicable] and other statutory deductions as per Applicable Laws.

- (h) All the remittances due to the Selected Agency shall be remitted to the bank account of the Selected Agency as per the details provided at the time of signing of the Agreement for all payments relating to monthly reimbursement of the invoices or any other payments related to the Project that shall become due in favour of the Selected Agency
- (i) In case of the Selected Agency being a Consortium, all payments shall be remitted in the bank account agreed upon amongst the Consortium members. The Consortium shall submit an affidavit providing the bank details on non-judicial stamp paper of appropriate value, duly attested, notarized and signed by all Consortium members at the time of signing of the Contract as well as in event of change in the bank details as per mutual agreement amongst the Consortium members during Contract Period.
- (j) All the payments will be made in Indian Rupees (INR) only.
- (k) Payments shall be subject to deductions of any amount for which the Agency is liable as per the penalty clauses set out in the RFP document/Contract.

32.1.2 Invoicing

- (a) The Agency shall quote the rate for per screened member within the population groups in the Financial Proposal. The rate per screened member shall encompass all the costs for operation of the services within the Scope of Work including testing reagents and consumables, manpower deployed and their training, sample transportation cost (manpower and mode of transportation, fuel, maintenance, cold chain storage boxes etc.), result updation on Sickle Cell portal and Thalassemia portal etc.
- (b) Payment of operational expenditure shall be made to the Agency on a monthly basis based on the number of members screened within the population groups, as reported/ updated in the Sickle Cell portal and thalassemia portal developed by Agency for CDM&PHO-GANJAM only.
- (c) In case of retesting due to sample spoilage, no amount will be payable for transportation of recollected samples
- (d) Operational expenditure shall include the costs for all the services provided by the Agency as mentioned in the Scope of Work section and any other pre-approved written expenses.
- (e) Invoice in 03 (three) copies with requisite documents/proofs to be submitted to CDM&PHO-GANJAM . Documents/ proofs to be submitted by the Agency shall include:
 - (i) inspection/ certification report of the (designated officer), CDM&PHO-GANJAM regarding the availability of manpower, trainings done etc. Certified report shall be provided by the Agency as and when trainings are conducted for their deployed staff on the Project
 - (ii) test results entered/ updated on the Sickle Cell portal and Thalassemia portal for all the members who has been screened (including confirmatory test results also)
- (f) The Agency must provide additional/ supplementary documents for verification of the invoices to CDM&PHO-GANJAM , if required from time to time.
- (g) The process of monthly invoice submission and verification shall be as follows:
 - (i) The Agency shall submit a consolidated invoice based on:
 - a.the number of test results entered/ updated on Sickle Cell portal and Thalassemia portal – both for negative screened tests and positive tests post confirmatory tests done

The invoice shall be supported by providing break-up of number of test results updated across the respective blocks as defined in Scope of Work section

(ii) Further, the designated Nodal Officer, CDM&PHO-GANJAM at the district level shall also verify the number of test results entered/ updated for the same on the portal via logins available on the Sickle Cell portal and Thalassemia portal

(iii) The Agency shall submit the monthly invoices along with verification reports of designated Nodal Officer along with other supporting documents, as required, to NHM-Odisha for further processing of payment

(iv) At state level, after receiving all the required documents the designated officer at NHM-Odisha, shall verify the test results updated from Sickle Cell portal and Thalassemia portal using login credentials provided by CDM&PHO-GANJAM for sickle cell portal and login credentials provided by agency for thalassemia portal and then only payment shall be released post verification to the Agency.

(h) The payment in favor of the Agency shall be released within 15 (Fifteen) days from the date of submission of invoice by the Agency but no interest/charges shall be paid on delayed payments.

32.2 Disputed Invoice

(a) In case of a dispute on the invoice amount, or any other payment related matter; such matter shall be discussed with CDM&PHO-GANJAM and/ or any other authority designated by the Nodal, CDM&PHO-GANJAM . In such cases, the Agency shall produce requisite supporting documents, communications, acknowledgement of CDM&PHO-GANJAM , etc. to support the disputed invoice amount, or any other payment related matter; however, the decision of the Nodal, NHM-Odisha in this matter shall be considered as final.

(b) Any dispute or difference or claim arising out of or in relation to the terms of the RFP, will at first be settled by reaching a mutual understanding and amicable settlement between the parties

33. Recoveries from the Agency

(a) Recovery of liquidated damages shall be made from monthly invoice payment to be made to the Agency.

(b) In the event of default, CDM&PHO-GANJAM shall recover liquidated damages at the first instance from the payment due to the Agency in the relevant billing month. In the event of the subsequent default, CDM&PHO-GANJAM shall recover the liquidated damages from the invoices of the subsequent month(s). Without prejudice to its other rights and remedies hereunder or in law, CDM&PHO-GANJAM shall be entitled to encase and appropriate the amounts due and payable as liquidated damages from the Performance Security as damages for such default by the Agency under and in accordance with the provisions of the Contract. If liquidated damages or any other payment recovered from Performance Security, then the Agency is required to replenish the Performance Security to make it to its original amount within 30 (thirty) working days from such deductions. The balance, if any, shall be demanded from the Agency and when recovery is not possible, CDM&PHO-GANJAM shall take recourse to law in force.

34. Severability

If for any reason whatsoever any provision of this Agreement is invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as nearly as

is practicable. Provided that the failure to agree upon any such provisions shall not be subject to dispute resolution under this RFP/Agreement or otherwise.

35. Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any party not contained in a binding legal Agreement executed by the Parties

36. Representation and Warranties

The Agency represents and warrants to CDM&PHO-GANJAM that the Agency:

- (a) is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Proposal and as clarified on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasijudicial, Government Instrumentality or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (k) The Agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the assignment of all the rights, title and interest of the Agency free from all encumbrances absolutely and free of any charge or tax to CDM&PHO-GANJAM .

- (l) no representation or warranty by it contained herein or in any other document furnished by it to CDM&PHO-GANJAM or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (m) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of NHM-Odisha in connection therewith; and
- (n) all information provided by the Consortium Members in response to the RFP or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

37. Disclosure

- (a) In the event that any occurrence or circumstance comes to the attention of either Party that renders any of the aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of it. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of the notified Party under this Agreement.
- (b) Neither CDM&PHO-GANJAM nor any of its agents or employees shall be liable to the Agency in contract, tort, including negligence or breach of statutory duty, statute or otherwise as a result of:
 - (i) any inaccuracy, omission, unfitness for any purpose of inadequacy of any kind whatsoever in the data disclosed by CDM&PHO-GANJAM to the Agency in relation to the Project; and/or
 - (ii) any failure to make available to the Agency any materials, documents, drawings, plans or other information relating to the Project.

38. Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by Speed Post/Regd.Post , email, and delivered or transmitted to the parties at their respective addresses set forth below:

<p><u>To CDM&PHO-GANJAM :</u> CDM & PHO, Ganjam</p>	<p><u>To the Selected Agency: In case of Consortium</u></p> <p>(1) To the Lead member</p> <p>(2) To the Consortium Member-1</p>
<p><u>To the Selected Agency: (In case of SoleBidder)</u></p>	<p>(3)To the Consortium Member-2</p>

Or such address, as may be duly notified by the respective parties from time to time and shall be deemed to have been made or delivered. In the case of any communication made by letter, when delivered by hand, Speed Post/Regd. Post or by mail (registered, return receipt requested) at that address.

39. Modification of Contract

The Agreement, signed between CDM&PHO-GANJAM and the Agency, may be supplemented, amended, or modified only by the mutual agreement of the Parties. No change, modification, addition, supplement or amendment to the Agreement shall be valid and binding unless in writing and signed by all Parties (with prior written approval of Consortium members, if any) thereto.

40. Settlement of Dispute

- (a) In case of any dispute the Agency will at first, attempt in good faith to resolve any dispute initially through mutual understanding and amicable settlement with CDM&PHO-GANJAM and/ or any other authority designated by the Nodal, CDM&PHO-GANJAM. The decision of the Nodal, CDM&PHO-GANJAM in this matter shall be considered as final.
- (b) If any dispute or difference of any kind whatsoever arises between the Parties with regard to the interpretation, difference or objection in connection with or arising out of or relating to or under this RFP or Agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, which could not be settled through amicable discussions within 30 (thirty) days from the date of reference to discuss and attempt to amicably resolve the dispute., then the same shall be referred to the Principal Secretary, Health, Odisha for decision, whose decision shall be final.
- (c) If either party is not satisfied with the decision of Principal Secretary, Health, Odisha, they may opt to proceed for arbitration.

41. Arbitration

- (a) Any disputes, differences of opinion, claims and controversy (“**Dispute**”) arising out of, relating to, or in connection with this Agreement, termination or validity thereof, shall initially be resolved by amicable negotiations between the Parties and, if not resolved through such negotiations within 30 (thirty) days of a written notice of the existence of such Dispute, be finally settled by arbitration. The Parties agree that the Dispute shall be referred to the sole arbitrator appointed mutually by the Parties who shall be based in Odisha and in case the Parties are not able to agree upon the sole arbitrator, within a period of 15 (fifteen) days, then the arbitration shall be conducted by a panel of three arbitrators, one arbitrator being appointed by each of the Parties and the third arbitrator appointed by the two arbitrators so appointed.
- (b) The arbitration shall be conducted in accordance with the provisions mentioned under Indian Partnership Act 1932 and its amendments thereof in effect at the time of the arbitration or any statutory modification thereof. The seat of the arbitration shall be Ganjam, Odisha, India and it shall be conducted in the English language and all written documents used during the arbitration shall be in English.
- (c) During any period of arbitration, there shall be no suspension of this Agreement. During the arbitration, the Agency shall continue to fulfill its obligations under this Agreement except for such obligations and other matters, which are the subject of arbitration.
- (d) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned and any person affected by it. The award may include an award of costs, including reasonable attorneys' fees and disbursements. The Parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this Clause.
- (e) The parties specifically agree that any arbitration shall be pursuant to Clause 41 above and the Clause is governed by Indian Law.

(f) Subject to the arbitration proceedings as stated above, the adjudication of all Disputes shall be subject to the laws of India and the exclusive jurisdiction of the courts at Ganjam

42. Savings Clause

In the absence of any specific provision in the Agreement on any issue the guidelines issued/to be issued by the Mission Director, CDM&PHO-GANJAM , Government of Odisha shall be applicable.

43. Miscellaneous

- (a) This Agreement shall be governed by, and construed in accordance with, the laws of India and the High Court of Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Agreement.
- (b) CDM&PHO-GANJAM , in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (i) consult with the Agency in order to receive clarification or further information;
 - (ii) retain any information and/or evidence submitted to CDM&PHO-GANJAM by, on behalf of and/or in relation to the Agency; and/or
 - (iii) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of the Agency.
- (c) All documents and other information provided by CDM&PHO-GANJAM or submitted by the Agency to CDM&PHO-GANJAM shall remain or become the property of CDM&PHO-GANJAM . The Agency is to treat all information as strictly confidential. CDM&PHO-GANJAM will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to CDM&PHO-GANJAM in relation to the Project shall be the property of CDM&PHO-GANJAM .
- (d) CDM&PHO-GANJAM reserves the right to make inquiries with any of the clients listed by the Agency in their previous experience record.
- (e) The Agency shall bear all the expenses regarding delivery of services.
- (f) The Agency shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the Contract Period.
- (g) The Agency shall execute the whole work in strict accordance with the directions of NHM-Odisha.
- (h) CDM&PHO-GANJAM shall reserve the right to make any alterations in or additions to the original Scope of Work on mutually agreed terms. Any additional work which the Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by CDM&PHO-GANJAM .
- (i) Any publicity by the Bidder/Agency in which the name of CDM&PHO-GANJAM is to be used should be done only with the explicit written permission of CDM&PHO-GANJAM .
- (j) In addition to the provisions enumerated in Clause 43 hereinabove, the Agency is required to comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government/ State Government/ MoHFW/ CDM&PHO-GANJAM from time to time in connection to the performance of its obligations under this RFP/ Contract.

<p><u>Signed, Sealed and Delivered:</u> (On behalf of National Health Mission, Odisha)</p> <p>(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>	<p><u>Signed, Sealed and Delivered:</u> [On behalf of Selected Agency (Sole Bidder)]</p> <p>The Common Seal of the Sole Bidder has been affixed pursuant to the resolution passed by the Board of Directors of the Selected Agency at its meeting held on the ___day of __2022 hereunto affixed in the presence of _____, Director who has signed these presents in token thereof and _____,</p> <p>Authorized Signatory who has countersigned the same in token thereof;</p> <p>(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>	<p><u>Signed, Sealed and Delivered:</u> [On behalf of Selected Agency (Consortium- Lead member)]</p> <p>The Common Seal of the Lead member has been affixed pursuant to the resolution passed by the Board of Directors of the Lead member at its meeting held on the ___day of __2022 hereunto affixed in the presence of _____, Director who has signed these presents in token thereof and _____,</p> <p>Authorized Signatory who has countersigned the same in token thereof;</p> <p>(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>
<p><u>In the Presence of:</u></p> <p>Witness</p> <p>1.</p> <p>2.</p>		

{SCHEDULE 1: Scope of Work}

{SCHEDULE 2: Financial Proposal}

{SCHEDULE 3: Key Performance Indicators (KPIs)}