



NATIONAL HEALTH MISSION

Government of Meghalaya

**NATIONAL TUBERCULOSIS ELIMINATION
PROGRAMME, (NTEP), MEGHALAYA**

**OFFICE OF THE
MISSION DIRECTOR, NHM
MEGHALAYA, SHILLONG.**

TENDER DOCUMENT

Hiring of Services through Partnership

For

PATIENT PROVIDER SUPPORT AGENCY

**Tender Document Fee: Rs. 2000/(in the form of Demand
Draft)**

Office of Mission Director, National Health Mission

Directorate of Health Services, Health Complex, Upper New Colony, Laitumkrah, Shillong - 793003

Phone: (0364) 2506460 / 2506552 Email: nrhmmegh@gmail.com



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ABBREVIATIONS

ADR	Adverse Drugs Reaction
BOG	Bill of Quantities
CB-NAAT	Cartridge Based Nucleic Acid Amplification Test
C-DST	Culture & Drug Susceptibility Testing
CME	Continuous Medicinal Education
DBT	Direct Benefit Transfer
DM	Diabetes Miletus
DOTS	Directly Observed Treatment Short-course
DR-TB	Drug Resistant - Tuberculosis
DTC	District Tuberculosis Centre
DTO	District Tuberculosis Officer
DST	Drug Susceptibility Testing
EMD	Earnest Money Deposit
FDC	Fixed Dose Combinations
F-ICTC	Facility Integrated Counselling and Testing Centres
GST	Goods and Services Tax
GHADC	Garo Hills Autonomous District Council
HIV	Human Immunodeficiency Viruses
ICTC	Integrated Counseling and Testing Centres
IEC	Information, Education and Communication
IPD	In Patients Duty
JHADC	Jaintia Hills Autonomous District Council
KHADC	Khasi Hills Autonomous District Council
LoI	Letter of Intent
MDR – TB	Multi - Drug Resistant TB
MOU	Memorandum of Understanding
NACO	National Aids Control Organization
NGO	Non-Governmental Organistion
NHM	National Health Mission
NIT	Notice Inviting Tender
NPY	Nikshay Poshan Yojana
NTEP	National Tuberculosis Elimination Program
OPD	Out Patients Duty
PS	Performance Security
PSU	Public Sector Undertaking
PPSA	Patient Provider Support Agency (PPSA)
PAN	Permanent Account Number
PFMS	Public Financial Management System
RR	Rifampicin Resistant
SOP	Standard Operating Procedures
STCI	Standards of TB Care in India
STO	State Tuberculosis Officer
TB	Tuberculosis
SHS	State Health Society
WHO	World Health Organization

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SECTION –I

NOTICE INVITING TENDERS

1. National Tuberculosis Elimination Programme (NTEP), a National Health Programme for Elimination of Tuberculosis under the umbrella of National Health Mission, was implemented in the State of Meghalaya by the State Health Society.
2. The State Health Society, National Tuberculosis Elimination Programme (NTEP) intends to select agency via bidding for engagement as Patients Provider Support Agency. As the state has prepared to End TB by 2025, support to patients seeking care from Private Sector is one of the strategies to achieve the target. The Patients Support Agency will provide services to TB Patients seeking care in private sector as per activities highlighted in the scopes of work.
3. Sealed Bid under two bid system, technical bid and financial bid, affixed with Rs. 25/- Court Fee Stamp is invited by the Mission Director, National Health Mission, Meghalaya) from reputed, well established and financially sound Agencies for engagement as Patients Provider Support Agency.
4. Interested firm may collect the tender document from the office of the undersign or download it from the state NHM Portal; www.nrhmeghalaya.nic.in during all working days up to **5.00 PM** of **6th Jan 2022**.
5. The bidder should submit a tender processing fee of **Rs. 2,000/- (Rupees Two Thousand only)** by **Non-refundable Bank Draft in favour of the Mission Director, National Health Mission, Meghalaya, payable at Shillong** while submitting Tender. They must write their firm's name and address at the back of the bank draft. Any tender which does not accompany by tender processing fee will be rejected.
6. Tenders should be accompanied by **Earnest Money Deposit (E.M.D.) for an amount of Rs. 1, 00, 000/- (Rupees One Lakh Only)** to be submitted in the form of Banker's Cheque/ Demand Draft/ Bank Guarantee of a Scheduled bank in favour of **"Mission Director, NHM, Meghalaya"** payable at Shillong. In the absence of the EMD, technical proposal of the bidder shall be rejected.
7. The bids duly filled in all respect as per prescribed per-forma enclosing all necessary documents shall be submitted in a single big size envelope containing two envelopes one for **"Technical Bid"** other for **"Financial Bid, in original"**. The two envelopes prepared should be sealed and placed in an outer envelope marked, Super scribed as Tender Document for the **"Patient Provider Support Agency."** addressed to the **"Mission Director, National Health Mission, Meghalaya"**.
8. The sealed Tender Document should be handed over personally at the office of the **Mission Director, NHM, Meghalaya, Room 2, Health Complex, Latiumkhrah, Shillong - 793001**, on or before **6th Jan 2022** till **12.00 PM** or can be sent by a Registered Post / Speed Post/ Courier Service, to the mentioned address. Tenders received after due date shall not be entertained. The postal delay shall not be the responsibility of the department
9. In the event where above-mentioned date is being declared as a holiday/ closed day for the National Health Mission, Meghalaya, the bid documents will be received on the next working day at the scheduled time.

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10. National Health Mission, Meghalaya reserves the right to accept or reject any or all bids or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
11. For further enquiry and information, please contact to the following officers during office hours 10:00 AM to 5:00 PM (on all working days) –

I. Technical Officer (NTEP), NHM Meghalaya – Email: rntcp.procurement@gmail.com

12. All further notifications/Corrigendum/Addendum, if any shall be posted on NHM, Meghalaya Website www.nrhmeghalaya.nic.in and shall be binding on all the bidders.

13. IMPORTANT INFORMATION FOR TENDERS

1	Purpose of Tender	Hiring of Service Through Partnership for Patients Provider Support Agency.
2	Tender Processing Fee	Rs. 2000 (Rupees Two Thousand Only)
2	Earnest Money Deposit	Rs. 1, 00, 000 (Rupees One Lakh Only)
3	Date of Sale of Tender Documents	15 th Dec 2021 at 10.00 A.M
4	Last Date for Submission of Tender Documents	6 th Jan 2022 till 5.00 PM
6	Address for Submission of the Tenders documents	Office of the Mission Director National Health Mission, Meghalaya Room No. 2, Health Complex, Latiumkhrah Shillong, Meghalaya - 793001
7	Date & Time of Opening of Technical Bid at 11.00 AM Conference Hall, National Health Mission Ground Floor, Health Complex, Laitumkhrah, Shillong – 793003. Ground Floor, Health Complex, Laitumkhrah, Shillong – 793003.
8	Date and Time of Opening of Financial Bid	To be intimated at later date after technical evaluation is completed Shortlisted Agency shall be intimidated through Phone or they can check the NHM website.
9	Contact for queries	http://www.nrhmeghalaya.nic.in Technical Officer National Tuberculosis Elimination Programme(NTEP) Health Complex, Latiumkhrah Shillong, Meghalaya - 793001 Contact No 8794509535

Copy of Tender documents may please be obtained from the Office of Mission Director, NHM or download from our website www.nrhmmeghalaya.nic.in. National Health Mission, reserves the right to reject any or all the tenders without assigning any reason.

Note: Any changes or any further notification in respect to the above documents shall be made available only at the above-mentioned website. Hence respective Tenderers are advised to visit the website regularly for the above purpose.

- 14 In the event of any of mentioned dates above being declared as holidays/closed day for the National Health Mission, Meghalaya the Tender will be sold/received/ opened on the next working day at the appointed time

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Disclaimer

The information contained in this Tender document or subsequently provided to Applicant(s), by National Health Mission (NHM), is provided to Applicant(s) on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided. This Tender is based on material and information available in public domain.

This Tender Document is not an agreement and is not an offer or invitation by the NHM to the prospective bidder(s). The purpose of this Tender Document is to provide interested parties with information to assist the formulation of their application and detailed Proposal. This Tender Document does not purport to contain all the information each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the NHM, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and obtain independent advice from appropriate sources. This Tender document has been prepared in a good faith and neither NHM, or its employees or advisors make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document even if any loss or damage is caused by any act or omission on their part. NHM, Meghalaya may on its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.

Please note, in the "Bill of Quantities (BOQ)" has been mentioned as "Zero" by the National Health Mission, Meghalaya. The actual value of the project depends on the L1 rate define by this tender and therefore due to this, it has been mentioned "Zero". However, the bidders will be required to do financial estimations on their own and quote the bids based on the terms and conditions mentioned in the tender document.

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**Mission Director,
National Health Mission
Meghalaya.**



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SECTION II

SCOPE OF WORK

Reaching to Patients seeking in Private Health Facilities requires comprehensive approach and strong coordination with the Private Sector. National Tuberculosis Elimination Programme in the revised Partnership Guidance 2019 has provide the opportunity to outsource these services by entering into a MOU with any NGOs/Company/Proprietor for this Service. Leveraging this partnership, National Health Mission, Meghalaya will select a firm through open bidding for this purpose under “Patients Provider Support Agency” Partnership Scheme. The Scope of work for this project is as follows:

1. The Patients Provider Support Agency shall be implemented in Three Districts of Meghalaya, East Khasi Hills, East Jaintia Hills and West Jaintia Hills which will be combined as one cluster. These Districts were selected based on the number of Private Health Facilities and TB notification in the past few years. The selected firm shall execute Tuberculosis (TB) related services under National Tuberculosis Elimination Programme (NTEP) in all the three selected Districts of Meghalaya.
2. The firm shall focus on increasing notification of TB patients from private sector and ensuring successful treatment outcomes. The PPSA shall work as an interface agency between NTEP Meghalaya (State TB Cell and District TB Centres of the 3 Districts) and the private health facilities in all the 3 Districts. It shall be taking care of all the patients in the private sector with notification, public health action, NPY, linkages of service and treatment support, and shall be providing services like adherence management, free diagnostics, free drugs and support services like counselling till the end of the treatment.
3. Under no circumstances, shall any payment be charged from the TB patients by the agency/bidder.
4. The Following activities are to be carried out by the Agency:

A. Private Provider Empanelment & Engagement:

- i) To conduct a mapping exercise and landscape analysis of private-sector providers in all the three Districts. This includes all types of providers included in the TB care cascade, that is, private sector clinics, hospitals, AYUSH/ informal providers, pharmacies, laboratories etc. The Service Provider will review existing data, gather insights by interviewing professional associations, pharmacies, laboratories, patient support groups, NGOs and reviewing H1 registers.
- ii) Prioritize providers and services for engagement, and market the package of PPSA services to them through a comprehensive approach. This includes repeated one-to one personal communication visits with private-sector providers and engaging them for notification and referral initially, and for linkages of services, and patient support under NTEP as a next step.
- iii) Develop communication material to engage with the private providers, such as handouts, pamphlets etc. Adapt existing NTEP material for private-sector patients.
- iv) Register private-sector providers on Nikshay and facilitate the generation of Nikshay id, if not already registered, for each private-sector provider.
- v) Facilitate the provider’s Direct Benefit Transfer (DBT) incentive for notification and reporting outcome by updating details in Nikshay.
- vi) Sustain the relationship and build rapport with providers, to encourage, pursue and ensure that STCI is followed in their clinical practice, and to provide regular feedback to private sector providers on notification and standards for care parameters.
- vii) Sensitize and update all providers on the importance and updated protocols of screening of HIV services, Diabetes Mellitus (DM) testing, linkage to free drug susceptibility testing (DST) and other public health actions.



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- viii) Advocate and facilitate notification of TB patients in Nikshay directly by the providers. The Service Provider may train the health establishment to notify through Nikshay Sampark/Call Centre on its toll-free number. Wherever required, notification will be supported by the Service Provider in Nikshay.

B. Diagnostic linkages and specimen transportation

- i) Design specimen collection from presumptive TB, presumptive DR-TB or follow-up patients referred from the OPD of the private-sector providers, and deliver to NTEP laboratories.
- ii) Coordinate the delivery of soft copy and hard copy of the test report to the doctors at the private-sector providers and update these in Nikshay.
- iii) Liaise with NAAT/microscopy testing public-sector labs in the region.
- iv) Plan the specimen collection route and its packaging with bio-safety precautions as per NTEP guidelines; ensure labelling; completion of lab request form; maintain biological specimen examination, request form and laboratory register; and log books of specimen transported.
- v) To ensure drug susceptibility testing (DST) for all TB patients (especially pulmonary TB patients) and linkage of TB patients diagnosed with Rifampicin Resistance to Drug Resistant (DR) – TB Centre. It shall advocate private healthcare facilities for advising DST to all TB patients, share protocol for DST, provide necessary logistics and transportation of sample to the NTEP laboratory. Coordinate the delivery of soft copy and hard copy of the test report to the private healthcare providers, and finally, for entering the report in NIKSHAY.
- vi) For pulmonary (excluding sputum) and extra pulmonary sample collection, the agency/bidder shall be responsible for coordinating the sample collection and transport, follow-up with corresponding NTEP laboratories for timely result, the delivery of soft copy and hard copy of the test report to the doctors at the private healthcare providers, and finally, for entering the report in NIKSHAY.
- vii) Engage with private-sector labs in the assigned region to increase availability and access to free diagnostics and drugs by linking to Government facilities / voucher / alternate mechanism. This may include X-ray and other laboratory tests, if needed.

C. Patient management (counselling, adherence support)

- i) Coordinate with NTEP, private-sector provider and patients to ensure availability of free anti-TB drugs from the Programme to Patients.
- ii) Ensure the verification of the diagnosed patient's residential address, screen family contacts for TB and counsel for adherence to treatment.
- iii) Design a comprehensive strategy to sustain patients on treatment including counselling and adherence support contact investigation, TB preventive Therapy, DBT for patients, outcome reporting, etc.
- iv) Deploy relevant digital tools for comprehensive patient adherence support including initial home visits, counselling, reminders, refill monitoring, 99 DOTS, Video DOTS.
- v) Maintain a patient support team to support patients through the course of the treatment.
- vi) Report treatment outcome for all notified patients.
- vii) Update patients and contacts details on Nikshay.
- viii) Identify adverse drug reaction (ADR) and ensure management.



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- ix) If the patient moves out to another region, the Service Provider should ensure follow-up of such patients and complete necessary public health actions.

D. Linkages for Nikshay Poshan Yojana (NPY)

- i) Ensure all TB patients are aware of NPY and its components.
- ii) Inform private-sector providers on NPY and advocate for their support to collect bank account number, Aadhaar details, mobile and alternate contact number.
- iii) Facilitate bank account opening for patients who do not have.
- iv) Update patient bank account details on Nikshay and maintain physical/digital records of bank related information and share the same with NTEP.

E. Contact investigation and TB Preventive Therapy:

- i) Screen the contacts (family members / person who co-habit the same house as the patient) of index TB case in the household with symptoms and/or X-ray and identify presumptive TB patients.
- ii) Complete the evaluation of presumptive TB with microscopy, X-ray and molecular tests as per the diagnostic algorithm of NTEP with adequate specimen collection and transport support.
- iii) Facilitate the treatment initiation of person diagnosed with TB among contacts.
- iv) Identify and initiate eligible contacts on Isoniazid Preventive Therapy for children below 6 years of age or other preventive treatment as per the prevailing guidelines of NTEP.
- v) Counsel the parents and family on the importance of treatment completion.
- vi) Coordinate with private-sector provider of TB patient and NTEP for initiation of preventive treatment.
- vii) Identify any ADR and address it immediately with effective linkages with appropriate private- or public-sector provider.
- viii) Follow up of contacts through treatment completion with regular updates on Nikshay.
- ix) Forecast drug requirements to NTEP for chemo-prophylactic treatment.

F. Linkage support and services (HIV, DM, DR-TB etc.)

- i) Advocate with private-sector providers to ensure that all diagnosed patients are tested for HIV and Diabetes Miletus (DM).
- ii) Provide support to establish linkages for TB patients for screening of HIV and DM.
- iii) Establish referral linkages for HIV testing at notified Facility Integrated Counselling and Testing Centres or ICTC / NACO-empaneled HIV testing centres / government dispensaries for confirmatory testing. Alternatively, the private-sector provider/ doctor may facilitate testing in a private facility and update the Service Provider accordingly.
- iv) Establish effective linkages of patients diagnosed with Rifampicin Resistance to the designated (Drugs Resistant TB Centre) DR-TB centres in the public sector. Additional support and linkage services for pre-treatment investigation, DR-TB - OPD and IPD Centre care may be undertaken based on local need.

G. Demand generation, logistics and supply chain management of public sector Anti-TB drugs

NTEP may provide free anti-TB drugs to patients seeking care in the private sector and may leverage PPSA to undertake the following activities:

- i) Market public-sector drugs as part of the PPSA engagement package.



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- ii) Manage logistics of drugs from district drug store/District Tuberculosis Centre up to the consumption unit(s) i.e., private-sector providers/ doctors and chemists / pharmacies.
- iii) Forecast and communicate the drug requirements to NTEP.
- iv) Liaise with the empanelled providers and chemists to facilitative dispensing of appropriate FDC to the TB patients.
- v) Provide standard formats of inventory management and patient's details to the chemist/pharmacies and private-sector providers.
- vi) Coordinate updating of logistics and prescription details in Nikshay and Nikshay e-Aushadhi.
- vii) If the patients wish to purchase drugs from the open market, the Service Provider should not force them to consume the drugs/FDCs provided by the NTEP. The Service Provider should notify the drugs/FDCs purchased from the open market by the patient on Nikshay

H. Coordination and operations management

- i) Use monitoring metrics, customer feedback and learnings to adjust the engagement and service provision model.

I. Data management and reporting

- i) The implementation of the activities will be at the district level. The monthly report is to be submitted to the DTO and STO.
- ii) Adequate documentation should be maintained for the activities. Monthly, quarterly and annual report should be submitted to the State TB Cell, Meghalaya /DTC of respective District. The State TB Cell, Meghalaya /DTC shall have a right to call upon the agency to furnish additional supplementary reports, or other documents, papers or writings whenever necessary in connection with the completion of the project.
- iii) At the end of the contract period, the agency, shall be required to share all the data and materials, reports available with them to the concerned officials/DTO/State TB Cell, Meghalaya.
- iv) Any data, material, information or report shall not be shared to any person or agency other than authorized by the State TB Cell, Meghalaya.
- v) The State Health Society, NTEP Meghalaya, at their own cost, may conduct third party assessment of services rendered under the project and conduct of the agency during the project period. The agency shall be informed about such assessment. Action may be taken on the basis of the findings of third-party assessment. The third-party assessment may be done on half-yearly basis or as and when felt necessary by the State Health Society, NTEP Meghalaya.
- vi) Confidentiality of patients' information as per existing law of land shall be maintained.

5. Manpower

- i) The agency shall recruit and appoint their own adequate and qualified staff whenever necessary to implement the activities, listed above. State TB Cell, Meghalaya will not be responsible for anything with regards to the staff of the Agency.
- ii) The agency shall be providing digital tools to its staff to record information, monitor patients, real time entry and updating of TB patients in NIKSHAY. It shall be required to provide communication and internet support to the manpower deployed in the project.
- iii) The manpower appointed by the Agency shall not be the employee of the NHM- Meghalaya in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be.



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There shall be no employer employee relationship between the NHM- Meghalaya and the personnel to be deployed by the agency in the contract service.

- iv) The agency shall be responsible to comply with all applicable labour legislation (being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the NHM-Meghalaya of any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the agency to abide by the provisions of the rules/acts related to the manpower appointed or hired for implementation of this project.
- v) The Agency will ensure timely salary payment and other contribution as per Company Act to its employees, and failure to comply to any, shall be at the risk and responsibility of the agency.
- vi) The NHM-Meghalaya will not entertain any dispute between the manpower appointed by the agency and the concerned agency on any issue related to functioning of the project. In case of any such dispute affecting the performance of the services done by the agency, strict action as per penalty provisions mentioned in the tender or a consequential action under the terms of the agreement, whatever it may be, will be taken against the service provider.
- vii) The selected agency will have to observe ethical behavior and standards with the manpower appointed by the agency in the project. The State TB Cell, Meghalaya/District TB Centre will have a right to hold an enquiry, and act to take appropriate action with respect to this aspect.

6. Miscellaneous

- i) The agency shall be required to start the project within the specified time mentioned in the work order issued by SHS, NTEP, Meghalaya in all the selected districts of the state.
- ii) The agency shall be required to established at least one office for the purpose of communication, etc. during the project implementation. Setting up of offices in the other districts depends on the agency.

ELIGIBILITY CRITERIA

1. This notice inviting tender is opened to all organisations/firm that are registered under the Companies Act of 1956/2013, the Indian Societies Registration Act of 1860, the Indian Trust Act of 1882 and meet the eligibility and qualifying conditions outlined hereunder.
2. The Eligibility criteria and documents to be submitted is as follow.

Sr. No.	Eligibility	Documents Required
1	The bidder should be an established entity and registered under Companies Act of 1956/2013, the Indian Societies Registration Act of 1860 or the Indian Trust Act of 1882	<p>Company</p> <ul style="list-style-type: none"> ➤ Self-attested copy of certificate of registration under companies Act 1956/2013. <p>Societies</p> <ul style="list-style-type: none"> ➤ Self-attested copy of the certificate of registration under Society Act 1860. <p>Trust</p> <ul style="list-style-type: none"> ➤ Self-attested copy of the registration certificate under Indian Trust Act 1882
2	Permanent Registered Branch Office in Meghalaya	<p>In case of Non-Tribal Firms:</p> <ul style="list-style-type: none"> ➤ Attested Copy of Trading License issued by KHADC/JHADC/GHADC. ➤ Exception on the above given to parties already working for Government of Meghalaya <p>In case of Tribal Firms:</p> <ul style="list-style-type: none"> ➤ Undertaking as per Annexure I ➤ Attested Copy of Scheduled Tribe/Scheduled Caste Certificate:
3	Must Possess Valid Sales Tax/GST Service Tax Registration Permanent Account Number	<ul style="list-style-type: none"> ➤ Attested copy of up-to-date Sales Tax Certificate ➤ Attested copy of the Permanent Account Number (PAN) Card of the Firm or the person in whose name the Proprietorship, Partnership, Firm, etc. is registered.
4	Experience	Prior experience in implementing mid to large projects in the government/ private sector projects. Experience in implementing large scale health project is desirable including projects in communication.
5	Manpower	Availability of personnel with diverse skill set familiar with performance-based approaches.
6	Annual Turnover	<p>The average annual financial turnover of the bidder during the last three financial years should be at least Rs. 50 Lakhs (Rupees Fifty Lakhs)</p> <ul style="list-style-type: none"> ➤ Copy of Audited Certified Copy of last 3 years annual financial turnover statement as prescribed in annexure II. ➤ Exception on the above given to parties having UAM registration and working with Government of Meghalaya or empaneled by Government of Meghalaya

7	<p>The bidder must not be</p> <p>(i) Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any State Government or Govt. of India or public sector undertaking in India for participation in future bids due to unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission of bidding document.</p> <p>The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/State/central department/PSU.</p>	<p>Affidavit attested by Notary Republic or sworn before Executive Magistrate as per “Annexure - III”.</p>
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3. In order to move to the next stage of the bidding, the technical proposals of all bidders shall meet the above eligibility criteria, and basic requirements (i.e., timely submission, EMD/bid security, sealing of application etc.)



EVALUATION OF TENDERS

1. The Tender for will be based on Technical Evaluation of Technical bids & Financial Evaluation of Financial Bids to be carried out by the Tender Committee approved by the Mission Director, National Health Mission, Meghalaya.
2. The committee will scrutinize technical qualification of the bidders as per criteria laid down in this tender. The bids which do not meet the aforesaid criteria are liable to be treated as non-responsive and will be rejected by the committee. Selection of the technically eligible and qualified bidders will solely rely on the decision of the committee.
3. Only bidders who qualify on the technical bid will be considered to open for the Financial bids.
4. The Committee may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the tender committee as to whether the deviation is material or not, shall be final and binding on the bidders.
5. If there are any discrepancies between the amount expressed in words and figures, the amount expressed in words shall be prevailed.
6. Based on the above process of tender evaluation, the committee on its satisfaction will determine whether the bidder with the lowest evaluated bid is eligible, qualified and capable in all respects to perform the contract satisfactorily. The decision of the Tender committee in such conditions is final and binding to all bidders.
7. In case any bidder attempts to influence the State Health Society, NTEP, Meghalaya or the Tender Committee, on the decision of tender evaluation and awarding of the contract, the tender of the bidder shall be liable for rejection and it may also lead to forfeiture of EMD in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Committee.
8. To facilitate evaluation of bids, NTEP Meghalaya may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted which shall be provided within the time specified. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
9. If a bidder fails to provide the clarifications sought within the specified period, NTEP Meghalaya may proceed to analyse the bid by inferring the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from challenging the interpretation of the NTEP Meghalaya.
10. Bidders and their representative shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the State Health Society, NTEP Meghalaya or the Tender committee may reject any bid without being liable in any manner whatsoever to the bidders if it determines that the bidders has, directly or indirectly or through an



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agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **Corrupt practice:** Refers to the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process.
 - b) **Fraudulent practice:** Refers to misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - c) **Coercive practice:** Refers to impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process.
 - d) **Undesirable practice:** Refers to (i) establishing contact with any person connected with or engaged by the State Health Society, NTEP Meghalaya 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
 - e) **Restrictive practice:** Refers to 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.
11. The **“Committee for Technical & Financial Evaluation”** National Health Mission reserves the right to accept or reject any Tender or any part of the Tender without assigning any reasons thereof or cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

12. Awarding of Contract:

- a) Bidder with L1, after proper scrutinize and found out to be eligible, qualify and is capable to perform the contract, will be awarded as successful bidder.
- b) In case of more than one bidder has bid at the same rate, then the bidder with the highest Technical Score, shall be declared as successful bidder.
- c) The State Health Society, NTEP Meghalaya will notify the successful bidder in writing by issuing a Letter of Intent (LoI), that its tender has been accepted for implementing Patient Provider Support Agency, briefly indicating there in the essential details like description of services and corresponding prices accepted, subject to the contract agreement to be signed between the parties “floated from this NIT”



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having the terms and conditions etc., therein. The bidder shall within 7 days of issue of the Letter of Intent (LoI), give it acceptance.

- d) The successful bidder must furnish to the State Health Society, NTEP Meghalaya the required Performance Security (PS) as applicable before executing the contract/signing of the contract agreement positively failing which the EMD will be forfeited and the award of contract will be cancelled and bidder may also be blacklisted. Relevant details about the performance security have been provided under **Section V Para 14**.
- e) The contract agreement will be signed between National Health Mission, Meghalaya and the successful bidder/firm and will be required to be signed within 30 days of the issue of the Letter of Intent (LoI). The stamp duty and registration charges, if any levied by the Central or State governments or any other statutory body, payable on the Agreement will be borne by the bidder/firm.
- f) If found that the Successful Bidder fails to honour the contract agreement/ incompetent, NHM, Meghalaya shall be at the freedom to reviewed for award of the contract to the next qualifying bidder or go for a fresh bid depending on the circumstances. No form of compensation shall be payable in any form whatsoever to the forfeited bidder. In case it is decided to go for the next qualifying bidder, negotiation may be considered to bring down their price nearer to the originally Evaluated or Lower bidder inconsideration to the service they provide.
- g) The State Health Society, NTEP Meghalaya reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.



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SECTION – V

TERMS AND CONDITIONS

1. Use of contract documents and information: The agency shall in no circumstances disclose the contract, provisions or any information thereof furnished by the National Health Mission, Meghalaya in connection to the contract, to any person other than the person employed by the agency without prior written consent from the National Health Mission, Meghalaya. Disclosure to any of its employee shall be made in confidence and only so far as necessary for the purposes of performing this contract.
2. Insurance: It is the responsibility of the agency to ensure all the IT machines, equipment, manpower, etc. for accident, theft, damage, burglary, etc. National Health Mission, Meghalaya shall not be responsible for any kind of mishap/accident/damage/ lost to any personnel/property of the agency while on duty. All liabilities, legal or monetary, arising in the eventuality shall be borne by the agency.
3. Project Duration: The tenure of hiring of service is for 1 year which may be renewed yearly on the same rates, terms and conditions based on the requirements, availability of resources, performance of the agency, fund under National Health Mission and conditions mutually agreed by both the Agency and National Health Mission, Meghalaya. The agency does not have any right to claim extension of the contract.
4. The Agency shall be paid by the National Health Mission, (NTEP) Meghalaya against the invoices raised by the agency on quarterly basis based on the number of TB patients recorded in NIKSHAY against the rate discovered through this tender. Payment will be as per the plan below:

Payment amount (% of the quoted value)	Milestone Indicators	Performance Indicator
30%	Number of TB patients notified	At least 80% of TB notifications from target; If achievement is less than 80%, the payment will be made on pro-rata basis.
10%	Validated bank account details	At least 70% validated account details out of the notified TB patients. If achievement is less, the payment will be made on pro-rata basis.
20%	On DST	At least 60% of patients out of notified TB patients should have undergone DST , if less than 60%, payment will be made on pro-rata basis
10%	HIV and DM Testing	At least 70% patients out of notified TB patients should have undergone both HIV & DM testing, If less than 60%, payment will be made on pro-rata basis
30%	Successful Outcome	At least 70% of the patients of the notified TB patients should have successful outcome out. In case of non-achievement, the payment will be made on pro-rata basis.



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5. The Agency will raise the invoices on completion of services at the end of every quarter. The invoices along with the supporting documents shall be submitted to the National Health Mission, NTEP, Meghalaya till 10th day of the first month of the current quarter. Payment will be subjected to TDS as per Income Tax Rules/ GST Act and other statutory deductions as per applicable laws.
6. After verification of the invoice and supporting documents by the authority within 5 days from the date of submission of the invoices and supporting documents by the firm, any discrepancy arise thereof will be intimate to the agency for necessary correction. The corrected invoice/supporting documents should be submitted within 5 days from the date of intimation.
7. The amount due for payments will be made through PFMS or any other mode as directed by State Health Society, NTEP Meghalaya quarterly and within 30 working days from the date of submission of the corrected invoices and supporting documents.
8. For clarity on the payment modalities and expected payments based on the performance please refer **Annexure VI: Guidance documents on performance linked payment plan.**
9. National Health Mission, (NTEP) Meghalaya has the right to increase/decrease the performance indicators for any or all milestone indicators at any time during the course of the contract.
10. Periodic verification by conducting site visit or through telephone at least quarterly through interaction or interview with patients.
 - a) at least 5% of patients out of total notified in NIKSHAY will be interviewed/interact for verification of bank account seeding, HIV testing, DM testing and DST.
 - b) At least 5% of patients out of total notified patients in NIKSHAY who have successfully completed the treatment will be interviewed/ interact for verification.
- 11. Commencement of Service:**
 - a) The agency shall be required to established at least one office for the purpose of communication, etc. during the project implementation. Setting up of offices in the other districts depends on the agency.
 - b) Commencement of work shall start within 45 days and not later than 60 days from the date that the agency has signed an MOU with the National Health Mission, NTEP, Meghalaya. If the agency fails to commence the work as per the schedule timeline, the contract may be terminated and the agency will be blacklisted for participating any bidding in NHM, Meghalaya for the next 5 years. Performance security, EMD may be forfeited and the agency shall have no right to claim.
 - c) In such a case, National Health Mission (NTEP) Meghalaya shall have a freedom to invite the next qualifying bidder for awarding the contract and negotiation will be made for to accept the price quoted by the L1.
12. The agency shall in no circumstances sub-contracting the awarded contract to other. If such cases arise the contract will be terminated and penal action will be taken against the agency. However, the agency shall be allowed to outsource the following services:

Office of Mission Director, National Health Mission

Directorate of Health Services, Health Complex, Upper New Colony, Laitumkrah, Shillong - 793003

Phone: (0364) 2506460 / 2506552 Email: nrhmmegh@gmail.com



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- a) Sample collection from Private Health Facilities and transportation to the Lab.
 - b) Supply and management of drugs and consumable.
13. Modification of the contract, whenever necessary, shall be made only after mutual understanding with the Agency.
14. The successful bidder shall have to deposit performance security of 5% of the contract value in the form of Bank Guarantee/Fixed Deposit Receipt issued by the scheduled National Bank in favour of Mission Director, National Health Mission, Meghalaya valid up to 180 days. The Bank guarantee shall be as per proforma at **Annexure – IV**. This security will be refunded to the agency upon completion of all the contractual obligations including warranty.
15. The performance security shall be submitted before or on the date of signing of the MOU.
16. Violation of any terms and condition of the contract by the agency in any manner shall be liable to the forfeiture of the performance security and the contract will be terminated. Moreover, the agency will be blacklisted for a period to be decided by the National Health Mission, Meghalaya.
17. Tax deduction at source and any other deduction as applicable shall be made at the prescribed rates from the agency's invoices under the prevailing rates.

18. Termination of Contract:

- a) If the agency is found to be involved in fraudulent practices (misrepresentation, omission, suppression, hiding or incomplete disclosure of facts) during the submission of bid to secure eligibility of the bidding process or after issuance of Letter of Intent or during formalization of the MOU, the agency shall be liable for termination of contract, blacklisting for future bidding under NHM, Meghalaya and forfeiture of EMD and Performance Security.
- b) The National Health Mission, Meghalaya, without prejudice to any other contractual rights and remedies available to it, may, by written send the part or whole termination notice to the agency when the agency fails to perform services as specified in the contract terms and conditions, MOU or any other obligations specified by the authority at any given time. In such cases, performance security shall be forfeited and suitable action will be taken against the agency.
- c) In the event the National Health Mission, Meghalaya terminates the contract in parts or whole, NHM, Meghalaya will carry out risk purchase of services similar to those cancelled with terms and conditions as deem fit and the agency shall be liable to NHM Meghalaya for the extra expenditure, if any, incurred for arranging such services.
- d) All the unspent balance, if any, shall be refunded to the NHM Meghalaya by the Agency whenever the contract is terminated.
- e) In a circumstance where the agency becomes bankrupt or otherwise insolvent, it will submit a written intimation letter to the National Health Mission, Meghalaya within 30 days for issuance of



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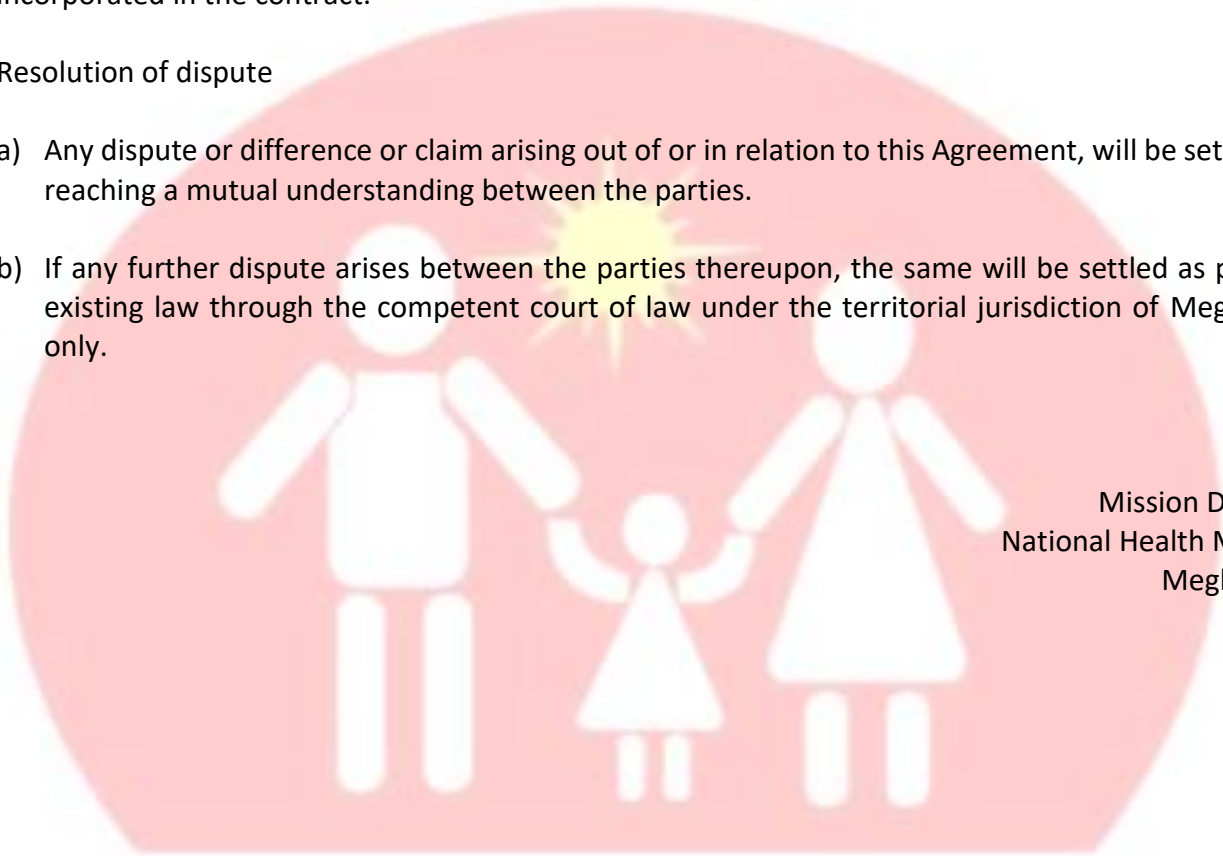
the written contract termination notice. The NHM, Meghalaya reserved the right to terminate the contract without any compensation, whatsoever to the agency and performance security shall be forfeited.

- f) In the event that NHM, Meghalaya and the Agency mutually agrees to terminate the contract, either party shall give 60 days written notice to the other party and after consent of both the parties, contract may be terminated without an legal or financial obligation on any party of the contract.

19. Any notice or communication related to the contract given by one party to the other shall be sent in writing, post, or email. The address of the parties for exchanging such communication will be as incorporated in the contract.

20. Resolution of dispute

- a) Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- b) If any further dispute arises between the parties thereupon, the same will be settled as per the existing law through the competent court of law under the territorial jurisdiction of Meghalaya only.



Mission Director
National Health Mission
Meghalaya.



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SECTION – VI

Annexure I: Format for Undertaking / Letter of acceptance

To,

The Mission Director
National Health Mission
Meghalaya, Shillong.

Subject: Tender for Patient Provider Support Agency

1. I/We declare that we have read and understood and that we accept all clauses, conditions and any addendum thereof, and descriptions of the Tender document without any change, reservations and conditions.
2. I/We have carefully examined and conform to all the parts of the Tender documents and have obtained all the requisite information affecting this proposal and am/are aware of all conditions and difficulties likely to affect the execution of the agreement.
3. I/We hereby propose to implement the procurement as described in the Tender document in conformity with the conditions of agreement and the technical aspects as indicated in this Tender.
4. I/We declare that our Firm/ Enterprise/ Unit has never been involved in any kinds of frauds.

Place:

Date:

Signature of the Tenderer

Designation and Official seal



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ANNEXURE – II

FINANCIAL TURNOVER

Name of the Firm/Agency : _____

Address : _____

Financial Turn over for the : _____
Last three years (in Rupees)

Financial Year	Turnover (Rupees in Lakhs)	Trading A/C Profit & Loss A/C, Balance Sheet Authenticated by Chartered Accountant
2018-19		Attached/ Not Attached
2019-20		Attached/ Not Attached
2020-21		Attached/ Not Attached

Date: _____

Signature of the Tenderer

Designation and Official Seal

Office of Mission Director, National Health Mission

Directorate of Health Services, Health Complex, Upper New Colony, Laitumkhrah, Shillong - 793003

Phone: (0364) 2506460 / 2506552 Email: nrhmmegh@gmail.com



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ANNEXURE – III

DECLARATION BY BIDDER

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

Affidavit

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

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

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

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

Dated:

The: 2021

Name of the Bidder.....



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ANNEXURE – IV

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY (To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

The Mission Director
National Health Mission
Meghalaya, Shillong

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder", has been identified and selected for engagement as Patients Provider Support Agency, and has undertaken, in pursuance of Contract dated ... 2021 (hereinafter referred to as "the Contract") to implement the [Tender Notice Selection for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Programme (NTEP) program in East Khasi, East Jaintia and West Jaintia Hills Districts of Meghalaya.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Tender Notice Selection of service providers for selection of service providers for working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Programme (NTEP) program in 3 districts in the state of Meghalaya] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the National Health Mission, Meghalaya the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of, to the National Health Mission, Meghalaya under the terms of their contract dated on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards NHM-Meghalaya, under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from National Health Mission, Meghalaya stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to the National Health Mission, Meghalaya any and all sums demanded by thereof under the said demand notice, subject to the maximum limits specified in Clause 1 above. A

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notice from National Health Mission, Meghalaya to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Mr..... (Mention the official address of the bidder)

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 42 months from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that National Health Mission, Meghalaya at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not withstanding any security or other guarantee that National Health Mission, Meghalaya may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of National Health Mission, Meghalaya or any other indulgence shown by it or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of Meghalaya, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated:..... The.....2021

Witness

(Signature)
(Official Address)

(Signature) (Name)
Designation with Bank

(Name) Bank Rubber Stamp



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ANNEXURE – V

TECHNICAL BID COVER

1. The Technical Bid Envelope enclosed shall be required to be super scribed as “**Patient Provider Support Agency**” along with the name of the company/firm offering the proposal.
2. Affix Rs. 25/- (Rupees Twenty-Five Only) Non-refundable revenue stamp.
3. Compliance to Points referred under Eligibility Criteria & Terms and Conditions.
4. Attested copy of a Cancelled Cheque of the Firm clearly indicating Bank Name, Account Number, Branch, IFSC Code.
5. Tender applications not accompanied with documents in support of credentials of tendering firm shall not be considered and will be rejected.
6. The Tender document in original should be signed by the tenderer or his authorized representative along with seal on each relevant page. All corrections and over-writings must be initialed by the tenderer or his authorized representative. Every page is requested to be page marked; the bidders are advised to keep a photo copy (at their own cost) of the bid document for their own reference.
7. An Affidavit to be submitted on Non-Judicial Stamp paper attested by Public Notary that there is no vigilance / CBI Case or arbitration case pending.
8. Bidders contact details along with names of the Proprietor/ Director, Address, Telephone & Fax Numbers, E-mail Id, Bankers and Bank Account Number to be furnished as prescribed in **Annexure VII**.
9. Bid Security/Earnest Money Deposit (EMD) amounting to Rs.1,00,000/- (Rupees One Lakhs Thirty only) for **Patient Provider Support Agency** in the form of Banker’s Cheque/ Demand Draft/ Bank Guarantee of a Scheduled bank in favor of the Mission Director, NHM, Meghalaya payable at Shillong (Refundable).
10. Joint Ventures or Consortia in the form of Associations will be permissible. In such cases, a declaration of association between the Parties has to be clearly submitted in writing.

Office of Mission Director, National Health Mission

Directorate of Health Services, Health Complex, Upper New Colony, Laitumkrah, Shillong - 793003

Phone: (0364) 2506460 / 2506552 Email: nrhmmegh@gmail.com



INSTRUCTION FOR FINANCIAL BID

1. The bidder/agency shall be required to quote in the following format.
2. The bidder/agency shall be working as a Patient Provider Support Agency (PPSA) for providing Tuberculosis (TB) related services under National Tuberculosis Elimination Programme (NTEP) program in all the 3 districts of the State, in accordance with the terms of the contract, and will be charging at the rate:

Services provided for the Patients Provider Support Agency	Amount in figures	Amount in words
Price per privately notified TB patient.	Rs (per patient) (<i>Amount in figures</i>)	(Rs.....) (per patient) (<i>Amount in words</i>)

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



BIDDERS DETAILS

1. Name of the Firm/Agency : _____
2. Name of the Proprietor/Director : _____
3. Bankers & Bank Account No. : _____
4. Address (Administrative Reg. Office): _____

5. Constitution
6. Date of Establishment : _____/_____/_____/ (DD/MM/YYYY)
7. Nature of Activity : _____
8. GST/Sales Tax Registration No GST: _____
S. Tax: _____
9. Signature of the Authorized Person: _____
10. Name in Block Letters : _____

Date:

Designation and Official Seal