



**Chief District Medical & Public Health Officer,
Keonjhar, Odisha**

RFP No: 5472 /2024

Date: 10/12/2024

REQUEST FOR PROPOSAL

OPERATION AND MANAGEMENT OF NUTRITION REHABILITATION CENTERS (NRCS) IN KEONJHAR DISTRICT, UNDER DMF KEONJHAR

Chief District Medical & Public Health Officer (CDM&PHO), Keonjhar, Govt. of Odisha, invites sealed proposals from eligible Bidders for “**Operation and Management of Nutrition Rehabilitation Centers (NRCs) in Keonjhar District, under DMF Keonjhar**”

Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the complete RFP Document and other details from <https://kendujhar.odisha.gov.in>

The major events under the bid process are:

Sr. No.	List of Key Events	Critical Dates
1	Date of Issue of RFP	11.12.2024
2	Deadline for Submission of Pre-Proposal Query	16.12.2024 on dpmu.nhmkeonjhar@gmail.com
3	Issue of Pre-proposal Clarifications	18.12.2024 via online mode on https://kendujhar.odisha.gov.in
4	Last Date for Submission of Bid (Bid Due Date)	03.01.2025 before 5.00 PM
5	Date of Opening of Technical Bid	04.01.2025 at 11.00 AM
6	Date of Technical Presentation	Will be intimated to those Bidders who qualifying in the Stage I of the evaluation (Pre-qualification Criteria)

The proposal complete in all respects must reach the undersigned by **Speed Post/Registered Post/Courier only** latest by **03.01.2025 before 5.00 PM** in a sealed envelope clearly mentioning on the top of it “**Operation and Management of Nutrition Rehabilitation Centers (NRCs) in Keonjhar District, under DMF Keonjhar**”. The proposals received beyond the Bid Due Date will be summarily rejected.

The authority reserves the right to reject any/ all proposals without assigning any reason thereof.

Address for Submission of Proposal:

**Chief District Medical & Public Health Officer (CDM&PHO), Keonjhar,
District Headquarter Hospital, Keonjhar, Odisha – 758001**

Request for Proposal

**Operation and Management of Nutrition Rehabilitation Centers (NRCs) in Keonjhar District, under DMF
Keonjhar**



**Chief District Medical & Public Health Officer (CDM&PHO), Keonjhar
Government of Odisha**

December 2024

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Disclaimer

This Request for Proposal (RFP) is issued by the Chief District Medical and Public Health Officer, Keonjhar, Odisha, hereinafter referred to as CDM&PHO Keonjhar, Government of Odisha.

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither CDM&PHO Keonjhar, Odisha nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment at the sole discretion of the CDM&PHO Keonjhar, Odisha who is the Client. It does not claim to contain all the information that a recipient may require for the purposes for deciding for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial, and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections, and forecasts with respect to the proposed assignment. Such statements, information, projections, and forecasts reflect various assumptions made by the management, officers, and employees of the CDM&PHO Keonjhar, Odisha / Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

CDM&PHO Keonjhar, Government of Odisha shall be the sole and final authority with respect to selection of an Agency for the purpose through this RFP.

Section I: Letter of Invitation and Factsheet

1. Letter of Invitation

RFP No: 5472

Dated: 10.12.2024

Name of the Assignment: “Operation and Management of Nutrition Rehabilitation Centers (NRCs) in Keonjhar District, under DMF Keonjhar”

The Governor of Odisha represented through “Chief District Medical and Public Health Officer, Keonjhar” Government of Odisha (“The Client”) invites sealed proposal from eligible bidder under the process for **“Operation and Management of Nutrition Rehabilitation Centers (NRCs) in Keonjhar District, under DMF Keonjhar”**

More details on the proposed study are provided at Section - III: Terms of Reference (ToR) of this RFP Document.

1. A bidder will be selected under QBS Selection procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.
2. The proposal, complete in all respect as specified in the RFP Document must be accompanied with a non-refundable amount of INR. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee (“Bid Processing Fee”) and a **Refundable amount towards EMD (“Earnest Money Deposit”) of INR 1,20,000/- (One Lakh Twenty thousand only)** in form of **Demand Draft (DD) in favour of “CDMO, Keonjhar, DMF”** drawn from any Scheduled/Nationalized Bank and payable at Keonjhar, Odisha failing which the bid will be rejected.
3. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed Post / Registered Post / Courier only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
4. The last date and time for submission of proposal complete in all respects is Date 03.01.2025 before 5.00 PM and the date of opening of the technical proposal is 04.01.2025 at 11.00 AM in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
5. This RFP includes following sections:
 - a. Letter of Invitation [Section – I]
 - b. Instructions to the Bidder [Section – II]
 - c. Terms of Reference [Section – III]
 - d. Technical Proposal Submission Forms [Section – IV]
 - e. Annexure [Section – V]
6. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-

**Chief District Medical and Public Health Officer,
Keonjhar, Odish**

2. Bidder Data and Factsheet

Sr. No.	Particular	Details
1	Name of the Client / Contact Person / Address for Submission of Proposal	Chief District Medical & Public Health Officer (CDM&PHO), Keonjhar, District Headquarter Hospital, Keonjhar At/Post: District Keonjhar, Odisha – 758001 Email: dpmu.nhmkeonjhar@gmail.com
2	Availability of RFP Document	https://kendujhar.odisha.gov.in
3	Date of Issue of RFP	11.12.2024
4	Deadline for Submission of Pre-Proposal Query	16.12.2024 on dpmu.nhmkeonjhar@gmail.com
5	Issue of Pre-proposal Clarifications	18.12.2024 via online mode on https://kendujhar.odisha.gov.in
6	Last Date for Submission of Bid (Bid Due Date/Proposal Due Date)	03.01.2025 before 5.00 PM
7	Date of Opening of Technical Bid	04.01.2025 at 11.00 AM
8	Date of Technical Presentation	Will be intimated to those Bidders who qualifying in the Stage I of the evaluation (Pre-qualification Criteria)
9	Place of Opening of Proposal	NHM Conference Hall, District Headquarter Hospital, Keonjhar – 758001
10	Mode of Submission	Speed Post / Registered Post / Courier only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected
11	Bid Processing Fee (Non-Refundable)	INR10,000/- (Rupees Ten Thousand only) (including GST) in the form of demand draft (DD) drawn in favour of “CDMO, Keonjhar, DMF” drawn in any Nationalized / Scheduled Bank payable at Keonjhar. The bid processing fee shall be submitted along with the 1 st Inner Envelope of the Technical Proposal.
12	Earnest Money Deposit (EMD) (Refundable)	INR 1,20,000/- (Rupees One Lakh Twenty Thousand only) in the form of demand draft drawn in favour of “CDMO, Keonjhar, DMF” from any Nationalized / Scheduled Bank payable at Keonjhar. The EMD shall be submitted along with the 1 st Inner Envelope of the Technical Proposal.
13	Performance Bank Guarantee	3% of the entire contract value

14	Name of the Project	“Operation and Management of Nutrition Rehabilitation Centres (NRCs) in Keonjhar District, under DMF Keonjhar”
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NOTE:

- The Client reserves the right to change any schedule. Please visit the website ‘<https://kendujhar.odisha.gov.in>’ regularly for the same.
- Proposals must be submitted before the date, time and venue mentioned in the Factsheet through Speed/Registered Post/Courier Only. Proposals that are received after the deadline will not be considered.

-SD

Chief District Medical and Public Health Officer,
Keonjhar

Section II: Instructions to the Bidders

1. Pre-Qualification Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Sr. No.	Basic Requirement	Specific Requirement	Documents Required*
1	Legal Entity	<p>The Bidder(s) interested in participating in the Selection Process must be under any one of the following categories:</p> <ul style="list-style-type: none"> ▪ A Society registered under Societies Act, 1860; or any state act; • A “Trust” registered under Indian Trust Act or any other Act in India • A Section 8 Non-Profit Company, registered under Companies Act, 2013 	<p>Registration documents of the Bidder as a duly registered legal entity in India along with:</p> <ol style="list-style-type: none"> 1.Registration document showing incorporation/registration of the Bidder; 2. Details of Proprietor/ Board of Director/ Managing Director/ CEO/ Partners/ Members/ Trustees 3. PAN Card of the Bidder 4. GST certificate of the Bidder 5. Copy of the Registration Deed and Byelaws, in case of an NGO or Society 6. Copy of the Trust Deed 7. Any other supporting document, as may be required.
2	Operation	<p>The Bidder(s) should be in existence in India in the sector for the last 03 (three) completed Financial Years (i.e.2021-22, 2022-23, 2023-24) and must be in existence at the time of Proposal submission i.e., on Proposal Due Date</p>	<ul style="list-style-type: none"> • Registration document showing incorporation of the Bidder; and, • an undertaking on the letterhead of the Bidder stating that the Bidder has been in operation for a minimum of last 3 (three) Financial (i.e.2021-22, 2022-23, 2023-24) in the field of healthcare /social development and also must be in existence as on Proposal Due Date.
3	Turnover	<p>The Bidder shall have an average annual turnover of at least Rupees Seventy Five Lakhs over the last three FYs 2021-22, 2022-23 and 2023-24.</p>	<p>Certificate issued by a statutory auditor (as per TECH-3) along with Audited Financial Statements confirming the Average Annual Turnover of the Bidder during the stated Financial Years must be submitted TECH 3 in original</p>
4	Authorized Representative	<p>A Power of Attorney in the name of the person signing the proposal.</p>	<p>Original Power of Attorney, notarized on Rs.100.00 Bond paper as per TECH 4</p>
5	Previous Work Experience	<p>The Agency shall have prior experience of Operations and Management of at least 3</p>	<p>Filled up TECH 5 along with Contract/ Agreement/ Work Orders/ Letter of</p>

		<p>Facilities / Centers / Units, for cumulative of the following:</p> <ul style="list-style-type: none"> • Maa Gruhas • Creches • Nutritional Rehabilitation Centers (NRCs) • PPP Managed Urban Primary Health Centers (UPHCs) / PPP Managed Primary Health Centers (PHCs) / PPP Managed Healthcare Facilities • PPP Managed Urban Health & Wellness Centers (UHWCs) • Tribal Health Center • Women Shelter Home • Multispecialty / Single Specialty Hospital with indoor treatment facility (having clinical establishment act certificate) • Drugs deaddiction Centre • Shelter Home for Mental illness and Destitutes 	<p>Invitation from client(s) that clearly states the details of the scope of work, date of commencement, details of services provided and all other essential details of the contract.</p> <p>The Bidder shall also provide documentary evidence by way of Client Certificate / Statutory Auditor' / Chartered Accountant's certificate (having valid registration) with respect to the project with required details.</p> <p>Undertakings/ Declarations in lieu of/or in support of above requirement if submitted on Bidder's letter head shall not be accepted.</p> <ul style="list-style-type: none"> • Documents in other languages should be supplemented by an English translated copy.
6	Exclusion of Consortium	No consortium / JVs / Associations/ Single proprietorship / subcontracting shall be allowed under this project.	Declaration of submitting as independent Agency from the Authorized Signatory as per TECH 09
7	Blacklisting	The Bidder(s) shall not have been debarred/ blacklisted by Central Govt. /State Govt./ Union territory/ Public Sector Undertaking / any other local Body or body established under or in the control of the Central or state Government on the date of submission of Proposal	Undertaking to be submitted on a non-judicial stamp paper as per TECH 10
8	Bid Processing Fee (Non-Refundable)	<p>INR 10,000/- (Rupees Ten Thousand only) in the form of demand draft (DD) drawn in favour of "CDMO, Keonjhar, DMF" drawn in any Nationalized / Scheduled Bank payable at Keonjhar.</p> <p>The bid processing fee shall be submitted along with the 1st Inner Envelope of the Technical Proposal.</p>	Cost of Tender/ Tender Fee in form of DD
9	Earnest Money Deposit (EMD) (Refundable)	<p>INR 1,20,000/- (Rupees One Lakh Twenty Thousand only) in the form of demand draft drawn in favour of "CDMO, Keonjhar, DMF," drawn in any Nationalized / Scheduled Bank payable at Keonjhar.</p> <p>The EMD shall be submitted along with the first Inner Envelope of the Technical Proposal.</p>	Earnest Money Deposit Fee in form of DD

10	No of Proposals	Interested bidders fulfilling the eligibility criteria may submit their proposal for maximum of one NRC against the advertisement.	Undertaking of Assignment TECH 11
<p>10. Note*:</p> <p>i. The photocopies of documents submitted towards Pre-qualification criteria are to be substantiated through production of originals, whenever asked for / whenever required.</p> <p>ii. If any of the above original documents are not produced whenever asked for/ required, the proposals shall be rejected and termed as non-responsive, at any time of the evaluation till issuance of Letter of Intent/Supply Order/Signing of MOU.</p> <p>iii. Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid.</p> <p>iv. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP Document.</p> <p>v. The proposal must be complete in all respect, indexed, pages numbered and spiral bound. Each page should be numbered and signed (in full) by the authorized representative (as per TECH 4). A table of content, enumerating the page numbers of each document should be mentioned at the start of each proposal.</p> <p>vi. Client at its own discretion reserves the right to ask for clarifications/supporting documents at any time during evaluation. Additional time may be given for submission of documents. This will remain at discretion of client.</p>			

2. Documents / Formats for submission along with Technical Proposal

The bidder must furnish the following documents duly signed in along with their Technical Proposal:

1. Filled in Bid Submission Check List in Original (Annexure-I).
2. Covering letter (TECH – 1) on bidder’s letterhead requesting to participate in the selection process.
3. Bid Processing Fee & EMD as applicable.
4. Copy of Certificate of Incorporation/ Registration.
5. Copy of PAN.
6. Copy of Goods and Services Tax Identification Number (GSTIN) along with GST clearance along with GST Clearance Certificate for the FY 2023-24.
7. General Details of the Bidder (TECH – 2).
8. Financial Details of the bidder (TECH–3) along with all the supportive documents as applicable duly signed as per the instruction (Copies of IT Return for the last three financial years i.e., FY 2021-22, 2022-23 and 2023-24. Turnover Certificate from Chartered Accountant/Statutory auditor/Photocopy of Audited financial statements: P/L and Balance Sheet).
9. Power of Attorney (TECH–4) in favour of the person signing the bid on behalf of the bidder.
10. List of completed assignments of similar nature (Past Experience Details, TECH–5) along with copies of contracts/work orders/completion certificate from previous Clients.
11. TECH-6 till TECH-11 (coloured PPT as per Tech 7 and 8).
12. Note:
 - i. Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid.
 - ii. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP document.

- iii. The photocopies of documents submitted for Technical Proposal are to be substantiated through production of originals, whenever asked for/ whenever required. If any of the above original documents are not produced whenever asked for/ required, the proposals shall be rejected and termed as *non-responsive, at any time during evaluation till issuance of Supply Order / signing of agreement.*
- iv. The proposal must be complete in all respect, indexed, pages numbered and spiral bound. Each page should be numbered and signed (in full) by the authorized representative (as per TECH 4). A table of content, enumerating the page numbers of each document should be mentioned at the start of each proposal.

3. General Terms of Bidding

Bidders are invited to submit Technical Proposal (referred to as “the Proposal/ Bid”), as specified in the schedule of RFP, for the services required under the Project. The Proposal will form the basis for grant of Work Order/MoU to the Selected Bidder. The Bidder who is declared as a Selected Bidder hereunder shall enter into an MoU (“Memorandum of Understanding”) for the purpose of discharging the obligations under the Project as outlined therein which inter alia shall include obligations towards the scope of Services under and in accordance with the provisions of the RFP. Subsequently, the Agreement to be entered between the Selected Bidder and the CLIENT in the form provided by the CLIENT as part of the Bidding Documents pursuant hereto.

CLIENT shall receive Proposal(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by CLIENT, as modified, altered, amended and clarified from time to time by CLIENT (collectively the “Bidding Documents”), and all Proposal(s) shall be prepared and submitted in accordance with such terms on or before the Bid submission end date specified in Notice for Request for Proposal (the “Proposal Due Date/Bid Due Date”).

Client requires that the Bidder hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out its obligations in the best interests of Client and the Project.

4. It is Client’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of Project. Pursuant thereto, Client:

- (a) will reject the Proposal for award if it determines that such Bidder has engaged in corrupt or fraudulent activities in competing for the Project in question;
- (b) will declare a Bidder ineligible, either indefinitely or for a stated period, for any award of the contract or Work Order if it at any time determines that such Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order/ MoU

5. Number of Proposals:

No Bidder shall submit more than 01 (one) Proposal for the Project. In the event of such an occurrence (i.e., submission of more than 01 (one) Technical or Financial Proposal), both the Proposals, shall be summarily rejected.

6. Conflict of Interest

A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, CLIENT shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by CLIENT and not by way of Damages for, *inter alia*, the time, cost and effort of CLIENT, including consideration of such Bidder’s Proposal (“the **Damages**”), without prejudice to any other right or remedy that may be available to CLIENT under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty-five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate is not more than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than
- (b) 26% of the subscribed and paid-up equity shareholding of such intermediary; or
- (c) a constituent of such Bidder is also a constituent of another Bidder; or
- (d) such Bidder, or its Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or its Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or its Associate thereof; or
- (e) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (f) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other; or
- (g) such Bidder, or any Associate thereof has participated as a consultant to Client in the preparation of any Bidding Documents, design, or technical specifications of the Project.
7. A Bidder, or their Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a Damages by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or their Associate, as the case may be, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate.
8. Any Bidder that has been barred by the Central Government, any State Government, a statutory authority or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
9. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of CLIENT in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the work Order or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the Work Order or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the Work Order or the Agreement and without prejudice to any other right or remedy of the Client, including the forfeiture and appropriation of the Bid EMD or Performance Security, as the case may be, which the CLIENT may have thereunder or otherwise, the Work Order or the Agreement, as the case may be, shall be liable to be terminated without the CLIENT being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past, but its assignment expired or was terminated at least 30 (thirty) days prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 03 (three) years from the Proposal Due Date.
10. A Bidder including its Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a Damages by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate.

Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this RFP is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Client for seeking a waiver from the disqualification hereunder and the Client may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

11. Client would place sole reliance on the certification provided by the Bidder in this regard in its Cover Letter. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the Client.
12. Acknowledgement by Bidder
 - (a) It shall be deemed that by submitting the Proposal, the Bidder has:
 - (i) made a complete and careful examination of the Bidding Documents.
 - (ii) received all relevant information requested from Client.
 - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Client.
 - (iv) satisfied itself about all matters, things and information, necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all its obligations there under.
 - (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from CLIENT, or a ground for termination of the Contract by the Selected Bidder.
 - (vi) acknowledged that it does not have a Conflict of Interest; and
 - (vii) agreed to be bound by the undertaking provided by it under and in terms hereof.
13. Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by Client and/ or its consultant.
14. Right to reject any or all Proposals:
 - (a) Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal and 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, Client reserves the right to reject any Proposal if:
 - (i) at any time, a material misrepresentation is made or discovered; or
 - (ii) the Bidder does not provide, within the time specified by Client, the supplemental information sought by Client for evaluation of the Proposal.
 - (c) Such misrepresentation/ improper response by the Bidder may lead to the disqualification/debarment/ blacklisting of the Bidder.
15. This RFP is not transferable.
16. Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
17. Clarification and amendment of RFP documents

Bidders may seek clarification on this RFP within the stipulated date as set out in the RFP document. 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 **CDM& PHO,Keonjhar** to the Client's email address: dpmu.nhmkeonjhar@gmail.com. Client will post the reply to such queries on Website kendujhar.odisha.gov.in.

Client may also on its own motion, if deemed necessary, issue interpretation(s) and clarification(s) to all Bidders. All clarifications and interpretations issued by Client shall be deemed to be part of the

Bidding Documents. Verbal clarification(s) and information given by Client, or its employees or representatives shall not in any way or manner be binding on CLIENT and shall not alter the terms of the RFP. However, CLIENT 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 CLIENT to respond to any question(s) or to provide any clarification(s).

At any time before the Proposal Due Date, CLIENT 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 Website kendujhar.odisha.gov.in

To afford the Bidders a reasonable time for taking an amendment/Corrigendum(a) into account, or for any other reason, CLIENT may at its discretion extend the Proposal Due Date.

18. Earnest Money Deposit/Bid Security

The Bidder shall pay as part of its Bid, a Bid Security/ Earnest Money Deposit (“**EMD/Bid Security**”) of INR 1,20,000 in favor of CDMO, Keonjhar, DMF.

Any Proposal not accompanied by the EMD shall be summarily rejected by the Client as non-responsive. To receive exemption from payment of EMD, the Bidder shall have to submit the relevant exemption certificate at the time of Bid submission along with requisite documents as part of Proposal submission process.

The EMD shall be kept valid through the Bid Validity Period and may need to be extended, if so, required by Client.

The EMD of unsuccessful Bidders will be returned by the Client, without any interest, as promptly as possible on acceptance of the Work Order or execution of the Contract with the Selected Bidder or when the Bidding process is cancelled by the Client, and in any case within 210 (two hundred and ten) days from the Bid Due Date.

The Selected Bidder’s EMD will be returned, without any interest, upon accepting the Work Order or executing the Contract and furnishing the Performance Security in accordance with the provisions thereof.

The Client shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in in this RFP. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the CLIENT will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Bid validity as specified in this RFP.

19. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Client under the Bidding Documents and/ or under the Contract, or otherwise, if

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the standard form of Work Order); or,
- (b) If any Bidder withdraws its Proposal during the Bid Validity Period as specified in this RFP and as extended by the Bidder from time to time; or,
- (c) In the case of the Selected Bidder, if the Selected Bidder fails to accept the Work Order or execute the Contract or fails to furnish the Performance Security within the specified time limit; or,
- (d) If the Bidder commits any breach of terms of this RFP or is found to have made a false, representation to CLIENT; or

20. Bid validity period

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of opening of the Technical Proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non- responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

21. Pre-Proposal Queries

- i. Bidders can submit their queries in respect of the RFP and other details if any, to the client i.e., CDM&PHO Keonjhar through e-mail at **'dpmu.nhmkeonjhar@gmail.com'** till the date mentioned in the Bidders Datasheet and Factsheet in Section 2.
- ii. Clarifications to the above will be uploaded in **<https://kendujhar.odisha.gov.in>** for the purpose of preparation of the proposal.
- iii. Request for alternation / change in existing terms and conditions of the RFP shall not be considered / entertained.
- iv. The queries shall necessarily be submitted in the following format:

Sr. No.	Page No.	Section No.	Content of RFP requiring clarification	Change/clarification requested	Remarks

- v. Client shall not be responsible for ensuring that the Applicant's queries have been received by them.
- vi. Any requests for clarifications post the indicated date and time may not be entertained by the Client.
- vii. The purpose of query clarification is to provide the Applicants with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.
- viii. However, the Client reserves the right to hold or re-schedule the process.
- ix. Responses to Queries and Issue of Corrigendum:
 - a. The Authorized Representative of the Client will endeavour to provide timely response to the queries. However, no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the Applicants.
 - b. At any time prior to the last date for receipt of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP Document by a corrigendum.
 - c. The Corrigendum (if any) and clarifications to the queries from all Applicants will be uploaded on the website **<https://kendujhar.odisha.gov.in>**. Any such corrigendum shall be deemed to be incorporated into this RFP.
 - d. To provide prospective Applicants reasonable time for taking the corrigendum into account, the Client may discretionally extend the last date for the receipt of Proposals.

22. Submission of Proposal

Bidder must submit their proposals by **Registered Post / Speed Post / Courier only** to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. Only One bid shall be submitted by an agency. If multiple bids of same bidders are found, those bids shall be rejected. The proposal must be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client.

The procedure for submission of the proposal is described below:

1. Technical Proposal (Original):

The envelope containing technical proposal shall be sealed and superscripted as **"Technical**

Proposal – “Operation and Management of Nutrition Rehabilitation Centers (NRCs) in Keonjhar District, under DMF Keonjhar” and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, with all the supportive documents and information must be furnished as part of technical proposal.

The "**Technical Proposal**" must be submitted in separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. This Technical Proposal envelope must be marked as "TECHNICAL PROPOSAL - “Operation and Management of Nutrition Rehabilitation Centers (NRCs) in Keonjhar District, under DMF Keonjhar”

The above envelope must be sealed and placed inside a main envelope with proper labelling of following information in bold:

NAME OF THE ASSIGNMENT:

RFP NUMBER AND DATE:

DEADLINE FOR SUBMISSION OF BID:

NAME OF THE AGENCY:

NAME OF THE BIDDER:

CONTACT NUMBER OF THE BIDDER:

EMAIL ID OF THE BIDDER:

ADDRESS OF THE BIDDER:

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed, numbered and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed, numbered and signed by the authorized representative of the bidder. Any conditional bids will be rejected. If multiple bids of same bidders are found, those bids shall be rejected.

23. Opening of the Proposal

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder’s representatives at the location, date specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting.

24. Evaluation of Proposal

A Two stage evaluation process will be conducted as explained below for evaluation of the proposals:

1. Preliminary Evaluation (1st Stage) *: Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

1. Filled in Bid Submission Check List in Original (Annexure-I)
2. Covering letter (TECH 1) on bidder’s letterhead requesting to participate in the selection process
3. Bid Processing Fee and EMD as applicable.
4. Copy of Certificate of Incorporation/ Registration.
5. Copy of PAN
6. Copy of Goods and Services Tax Identification Number (GSTIN) along with GST Clearance Certificate for the FY 2023-24.
7. General Details of the Bidder (TECH 2).
8. Financial Details of the bidder (TECH 3) along with all the supportive documents as applicable duly signed as per the instruction (Copies of IT Return for the

last three Financial years i.e., FY 2021-22, 2022-23 and 2023-24. Turnover Certificate from Chartered Accountant / Statutory auditor / Photocopy of Audited financial statements: P/L and Balance Sheet).

9. Power of Attorney (TECH 4) in favour of the person signing the bid on behalf of the bidder.
10. List of completed assignments of similar nature (Past Experience Details, TECH 5) along with copies of contracts / work orders / completion certificate from previous Clients.
11. Duly filled in Technical Proposal Forms (TECH 6 to 11 along with coloured PPT as per Tech 7 and 8).
12. All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

*Bids not complying to any of the above requirement, will be out rightly rejected at the discretion of the Client's authority.

2. Technical Evaluation (2nd Stage): Technical proposal will be opened and evaluated of only those bidders who qualify the preliminary evaluation stage. Detailed evaluation process as per the following parameters will be adopted for proposal evaluation:

Sr. No.	Criteria	Maximum Marks
1	Turnover	10 Marks
1.1	<p>Average annual turnover of the last three financial years, i.e., FY 2021-22, 2022-23 and 2023-24</p> <p>Scoring Criteria</p> <ul style="list-style-type: none"> • More than INR 75 Lakhs & less than INR 2 crores = 5 marks • More than INR 2 crores & less than INR 3 crores = 7 marks • More than INR 3 crores and above = 10 marks 	<p>10 Marks</p> <p>(original copy of TECH 3)</p>
2	Experience of the Agency	50 Marks
2.1	<ul style="list-style-type: none"> • Total Years of Experience of functional / completed cumulative units of Operations and Management of Maa Gruhas / Creches / Nutritional Rehabilitation Centers (NRCs) / PPP Managed Urban Primary Health Centers (UPHCs) / PPP Managed Primary Health Centers (PHCs) / PPP Managed Healthcare Facilities / PPP Managed Urban Health & Wellness Centers (UHCs) / Tribal Health Center /Drug Deaddiction Centre / Multispecialty / Single Specialty Hospital with indoor treatment facility/Women Shelter Homes, Shelter Home for Mental illness and Destitutes. <p>(Marks awarded will be dependent on the summation of years of experience in individual projects, i.e., $Y = Y1 + Y2 + Y3 + \dots + Yn$)</p> <p>Scoring Criteria</p>	<p>30 Marks</p> <p>(TECH 5)</p>

	<ul style="list-style-type: none"> • 3 years to 6 years = 10 Marks • More than 6 Years upto 9 Years = 20 Marks • More than 9 Years = 30 Marks 	
2.2	<p>Total number of functional / completed cumulative units of Operations and Management of Maa Gruhas / Creches / Nutritional Rehabilitation Centers (NRCs) / PPP Managed Urban Primary Health Centers (UPHCs) / PPP Managed Primary Health Centers (PHCs) / PPP Managed Healthcare Facilities / PPP Managed Urban Health & Wellness Centers (UHCs) / Tribal Health Center / Drug Deaddiction Centre / Multispecialty / Single Specialty Hospital with indoor treatment facility/Women Shelter Homes, Shelter Home for Mental illness and Destitutes.</p> <p>Marks awarded will be dependent on the summation of number of such projects, i.e., Facilities or Centers or units, $P = P_1 + P_2 + P_3 + \dots + P_n$)</p> <p>Scoring Criteria</p> <ul style="list-style-type: none"> • 3 Facilities / Centres / Units to 7 Facilities / Centres / Units = 5 Marks • 8 Facilities / Centres / Units to 14 Facilities / Centres / Units = 10 Marks • More than 15 Facilities / Centres / Units to 21 Facilities / Centres / Units = 15 Marks • More than 21 Facilities / Centres / Units = 20 Marks 	20 Marks (TECH 5)
3	Technical Presentation	40 Marks
3.1	<p>Presentation on Approach, Methodology and Work Plan</p> <ul style="list-style-type: none"> • Understanding of the Need / Demand of the Project / Assignment (10 Marks) • Approach, Methodology, Work Plan, Unique Selling Proposition / Additional Software / Features, Additional Services related to the assignment (15 Marks) • Challenges and Risk Mitigation Strategies (5 Marks) • Similar Case studies (10 Marks) 	40 Marks (TECH 7 and 8)
	Total (1+2+3)	100 Marks
<p>4. Note:</p> <ol style="list-style-type: none"> 1. The minimum qualifying Score is: 70 from 100 Marks. 2. All the claims shall be mandatorily substantiated via submission of all the supporting photocopies of relevant documents as per TECH 5. 		

3. **Photocopies of work orders / experience certificates from the clients / agreement etc must be submitted as a proof for each assignment. No assignment should be repeated across various categories of evaluation parameters. Ongoing assignments will be considered for evaluation only if 6 months of the project period have elapsed.**
4. **All the claims shall be mandatorily substantiated via submission of all the supporting photocopies of relevant documents as per TECH 5.**
5. **Valid certificate means the certificates should be valid on the date of opening of technical bid.**
6. **Client at its own discretion reserves the right to ask for clarifications/supporting documents at any time during evaluation. Additional time may be given for submission of documents. This will remain at discretion of client.**

3. **Final Selection of Agency:** All applicant Agencies who are technically qualified (i.e., obtain minimum 70% in Technical Evaluation) shall be ranked based on marks obtained in the Technical Evaluation and the Agencies scoring highest to lowest shall be ranked. A maximum of 1 NRC shall be allocated to a Single Bidder based on the ranking of marks scored and preference submitted. All bidders are required to submit their preference for all centres (all 4 NRCs are required) as mentioned in TECH – 11. If two or more agencies shall score the same marks, the Agency whose turnover shall be highest will be given first preference.

For Example:

- Bidder A scores highest marks of 80. Rankings shall be from highest to lowest. Therefore, 1 preferential NRC as mentioned by the Bidder A shall be allocated.
- If Next Bidder B & C scores 79 marks, then the bidder whose turnover shall be highest will be allocated their preference of Centres.
- The client at any point of time reserves the right to choose any bidder/allocate centres at their discretion in case of tie or if bidder is found unsuitable in bid. The decision of the client shall be considered final and binding.

25. Contract Negotiation

1. Negotiations will be held (if necessary) at the office of CDM&PHO Keonjhar. The invited Agency will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Agency. Representatives conducting negotiations on behalf of the Agency must have written authority to negotiate and conclude a Contract.

1. Technical Negotiations: Negotiations will include a discussion of the Technical Proposal including the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the selected Agency to improve the Terms of Reference. The Client and the selected Agency will finalize the Terms of Reference, staffing schedule, work schedule, and reporting etc. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client

shall prepare minutes of negotiations which will be signed by the Client and the selected Agency.

2. Conclusions of Negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the selected Agency will initial the agreed Contract. If negotiations fail, the Client will invite the next-ranked Agency to negotiate a Contract.

26. Award of Contract

1. After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing a proposal for letter of intent (LOI) / award of contract / offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process.
2. The successful bidders shall be asked to sign the contract after submission of PBG and fulfilling all formalities within 15 days of issuance of the LOI / award of contract / offer letter.
3. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties.
4. The contract shall be valid for Two (2) years i.e., Twenty-four Months from the date of effectiveness of the contract.
5. The contract may be extended for a further period of 1 year subject to satisfactory performance as determined by the Client, and as mutually agreed by both the parties.

27. Performance Bank Guarantee (PBG)

1. Within Seven (7) working days of notifying the acceptance of a proposal for award of contract/ LOI, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **3% of the contract value** from a Scheduled / Nationalized Bank situated in Keonjhar in favour of “**CDMO, Keonjhar, DMF**”, as per the format at Annexure- II, for a period of **Sixty (60) days** beyond the entire contract period (i.e., PBG must be valid from the date of effectiveness of the contract to a period of **60 days** beyond the contract period) as its commitment to perform services under the contract.
2. The bank guarantee must be submitted after award of contract/LOI but before signing of contract. The successful bidder must renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any.
3. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to the selected Agency, and only after adjusting/recovering any dues recoverable/payable from/by the selected Agency on any account under the contract.
4. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.
5. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original. The format for the Performance Bank Guarantee is provided in Annexure II.

28. Disclosure

1. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
2. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
3. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

- i. a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
- ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
- iii. failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

29. Anti-corruption Measure

1. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
2. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.
3. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period, disqualifying it from participating in any related bidding process for the said period.

30. Language of Proposals

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self- certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

31. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

32. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of District Civil Court of Keonjhar only.

33. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Bidder of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the Bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

34. Amendment of the RFP Document

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through NIC Keonjhar website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

35. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / provide additional time period for submission of missing documents / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

36. Copyright, Patents and Other Proprietary Rights

CDM&PHO Keonjhar, Government of Odisha and CEO DMF Keonjhar, Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to

patents, copyrights, and trademarks, about Documents and other materials which bear a direct relation to or are prepared or collected in consequence or during the execution of this contract. At the Client's request, the Bidder shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

37. Force Majeure

For purpose of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics, pandemics, such as covid, lockdowns or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Agency, which prevents or delays the execution of the order by the Agency. If a Force Majeure situation arises, the Agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Agency shall advise Client in writing, the beginning, and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the Agency in any manner for whatsoever reason.

38. Settlement of Disputes

The Client and the Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within Thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Keonjhar, Odisha, and the language of such proceedings and that of all documents and communications between the parties shall be in English. District Magistrate and Collector -cum- Chairman and Managing Trustee DMF Keonjhar, Govt of Odisha shall be the final authority to resolve the dispute arising between and the Client and the Selected Agency.

39. Disqualification of Proposal

The proposal is liable to be disqualified in the following cases as listed below:

1. Proposal submitted without Bid Processing Fee & EMD as applicable.
2. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
3. During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
4. Proposal is received in incomplete form.
5. Proposal is received after due date and time for submission of bid.
6. Proposal is not accompanied by all the requisite documents / information.
7. Bids with any conditional technical and financial offer.
8. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value.
9. Proposal is not properly sealed or signed.
10. Proposal is not conforming to the requirement of the scope of the work of the assignment.
11. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at one or any point of time during the bid process.
12. If, any of the bid documents, excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.

13. Any other condition / situation which holds the paramount interest of the Client during the overall section process.

40. Compliance to the Statutory and Legal Requirements

1. The Service provider shall comply with all the provisions of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and other applicable labour laws.
2. The Service provider shall also comply with all other statutory requirements including but not limited to provisions regarding medical education and eligibility criteria of human resources deployed by the Service provider for providing the services.
3. The overall legal responsibility of provision of services under this scope of services lies with the Service Provider.

41. Compliance to Minimum Wages Act and Other Statutory Requirements

1. The Service provider shall comply with all the provisions of Minimum Wages Act and other applicable labour laws.
2. The Service provider shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources deployed by the Service provider for providing the services, biomedical waste management, biosafety, occupational and environmental safety.

42. Damages for Mishap/Injury

1. The Service provider shall be fully responsible damages of any kind or for any mishap/injury/ accident caused to any personnel / property of the Service provider while performing the duty, scope of services etc.
2. All liabilities, legal or monetary, arising in that eventuality shall be borne by the service provider/ Agency.
3. The service provider shall keep the Client indemnified against damages from all of the above mishaps/injuries/accidents.

Section III: Terms of Reference

1. Description of a Nutrition Rehabilitation Centre (NRC)

Nutrition Rehabilitation centre (NRC) is a unit in a health facility where children with Severe Acute Malnutrition (SAM) and with certain medical complications are admitted and managed. Children are admitted as per the defined admission criteria and provided with medical and nutritional therapeutic care. Once discharged from the NRC, the child continues to be in the Nutrition Rehabilitation program till the child is cured of SAM. In addition to curative care, special focus is given on timely, adequate, and appropriate feeding for children and on improving the skills of mothers and caregivers on complete age-appropriate caring and feeding practices. In addition, efforts are made to build the capacity of mothers /caregivers through counselling and support to identify the nutrition and health problem of their child.

In the NRCs, the admitted children are provided with specialized treatment and medications by qualified and trained doctors, given recommended therapeutic feeding (F-75, F-100) as per the SAM Management Guideline of Government of India, taken special care by the nurses till the child's conditions improve and s/he meets the discharge criteria.

The children are discharged after a minimum period of 14 days, provided the child does not show obvious signs of infection or enema, has received stipulated number of micronutrients, is gaining at least 8. g/kg/day. The child is again brought to the centre on designated follow-up dates, following discharge from the NRC. The anthropometric measurements are taken on the follow up visits and the child is treated for medical conditions and re-admitted if needed.

2. Project Objectives

- i. To Provide clinical management and reduce mortality among children with Severe Acute Malnutrition (SAM), particularly among those with medical complications.
- ii. To promote physical and psychosocial growth of children with Severe Acute Malnutrition (SAM)
- iii. To build the capacity of mother and other care givers in appropriate feeding and caring practices for infants and young children
- iv. To identify and address the social factors that contribute to the child slipping into severe Acute Malnutrition (SAM)

3. Services and care provided for the in-patient management of SAM children include

- i. 24-hour care and monitoring of the child
- ii. Treatment of medical complications
- iii. Therapeutic feeding
- iv. Providing sensory stimulation and emotional care
- v. Social assessment of the family to identify and address contributing factors.
- vi. Counselling on appropriate feeding, care, and hygiene
- vii. Demonstration and practice – by doing on the preparation of energy dense child foods using locally available, culturally acceptable, and affordable food items.
- viii. Follow up of children discharged from the facility.

4. Location, infrastructure, and size of each NRC (to be handed over to Implementing Agencies by the office of the CDM & PHO)

NRC is a special unit, located in a health facility and dedicated to the short-term management and nutrition rehabilitation of children with Severe Acute Malnutrition (SAM). The Implementing Agency (IA) would be provided infrastructure which would have 10 beds. The unit would be a distinct area within the health facility and would be in proximity to the paediatric ward/in patient facility.

The facilities that will be provided to the Implementing Agency (IA) would include:

- i. Patient area to house the beds; in NRC adult beds would be kept so that the mother can be with the child.
- ii. Play and counselling area with toys, audio visual equipment like TV, DVD player and IEC material.
- iii. Nursing station
- iv. Kitchen and food storage area attached to ward, or partitioned in the ward, with enough space for cooking, feeding and demonstration.
- v. Attached toilet and bathroom facility for mothers and children along with two separate hand washing areas.
- vi. Open space alongside NRC, which can be converted to a kitchen garden and play area for children.
- vii. Floor surfaces- Floor surfaces should be easily cleanable to minimize the growth of microorganisms.
- viii. Walls-As with floors, the ease of cleaning and durability of wall surfaces will be considered.
- ix. Water supply-Unit would have 24-hour uninterrupted stabilized water supply.
- x. Power supply-Unit would have a 24-hour uninterrupted stabilized power supply.
- xi. Lighting- Would be well lit.
- xii. Ventilation –Would be adequately ventilated, especially for the kitchen area.
- xiii. Mosquito and fly screen: Window will be covered with mosquito and fly covers.

The 10 bedded NRC that will be handed over would have a covered area of about 1950 square feet; this will include the patient area, and counselling area, nursing station, kitchen, storage space, two bathrooms and two toilets. Also, walls will be brightly painted with relevant messages and pictures.

The Implementing Agency will ensure that the NRCs have a cheerful, stimulating and child friendly environment.

5. Scope of Work and Roles & Responsibilities of Implementing Agency

- i. Ensure all the 'Project Objective and the "Services and Care to be provided' as mentioned are met.
- ii. Formulate a Detailed Project Execution Plan (DPEP) for operationalisation of NRCs in the locations as specified by the client, with the 'Project Objectives' and the 'Services and Care to be provided' as mentioned being an integral part of the proposal. The DPEP should include:
 - a. Standard Operating Procedures (SOP) for day-to-day operation of the NRC (as per Government guidelines)

- b. SOPs for handling emergency situations at the NRC
- c. System linkages of the NRCs to the CDM & PHO, and to District Social Welfare Officer with particular emphasis on the ICDS, VHNDs, etc.
- d. Registers, guidelines, manuals and protocols.(to be developed or adopted from NHM, if available for referrals from/ to health institutions, health check-up, individual feeding plan, growth chart, growth faltering, discharge criteria, follow-up, home visits and weekly menu for mothers/caregivers) Note: All the registers, i.e. patient details ,admission, daily feeding, medicine .follow-up VHND, compensation for mother wages , screening of mothers, stock, consumables, phone ,etc. have to be maintained (in hard and soft copy).The standard protocols as approved by NHM should be adhered to. This is only a minimum list and the Implementing Agency can independently formulate more such systems.
- e. Training modules and training plan of the NRC Personnel.
- f. Implementation schedules and for placement of personnel, adaptation/ development of MIS, and other deliverables under this project.

Note: Implementing Agency will coordinate with the RCH officer of NHM, Keonjhar to prepare this plan so that it is in synchronous with the District NHM/ RCH Plan

- iii. Get approval for the DPEP and execute the approved plan
 - iv. Recruit capable personnel for the entire operationalization of the NRCs and provide regular updates to the Client through the assigned/ point of contact in DMF. Organize exposure visits and training /capacity building programs of the NRC personnel. Provide hands on training to the NRC personnel through external experts.
 - v. Maintain and enforce a biometric/ geo-tagged attendance system for all the personnel hired under this project.
 - vi. Maintain adequate supplies to the NRCs, uninterrupted and timely supply of drugs, minor maintenance equipment, etc.
 - vii. Development and implement a supervision protocol which will define the frequency and process of supervision.
 - viii. Develop/adopt a full –fledged online MIS to monitor and review the treatment of SAM children in this project in consultation with CDM &PHO. The MIS system should enable the daily monitoring of the SAM children, and the discharged cases. Note: The online MIS can be adopted from NHM, if available.
 - ix. Ensure proper documentation and record keeping of the treatment of SAM children in the NRC.
 - x. Ensure regular follow up discharged cases.
 - xi. Document all cases of mortality, including lesions learnt and recommendations/change of practices as needed.
 - xii. Submit monthly necessary bills for release of funds to the client through the office of the CDM &PHO and submit Utilization Certificates for the fund spent.
 - xiii. Submit monthly, quarterly, and annual Progress reports to the client, through office of CDM &PHO.
 - xiv. Periodically apprise the client of the project implementation status and take/suggest corrective steps.
 - xv. Identify critical gaps in existing childcare and development interventions in the district and recommend any improvements/additions required.
 - xvi. Suggest measure to improve nutrition and health status of children across the district.
 - xvii. Attend all meeting as required by the office of the CDM &PHO, DSWO, and DMF related to progress and assessment of the program, and other meetings concerning infant and childcare in the district.
 - xviii. Liaison with CDM&PHO and DSWO for effective linkages with Anganwadi centres, Sub-Centres, VHNDs, PHCs, CHCs, Ambulance Services, ASHAs, ANMs, AWWs, etc.
- Any other relevant work as directed by the Client.

6. Human Resource provision for the NRC Project (For one NRC)

Sl. No	Position	Work timings	Numbers (for one NRC)	Eligibility Criteria
1	Medical Officer	Part time	1	Paediatric Specialist of the facility is preferred/ MBBS Doctor trained in Facility based management of SAM
2.	Nutritionist cum counsellor	9 a.m. to 5 p.m. Full time. Home should be within 5 km radius from NRC	1	Female candidate should be selected. Graduation in Food and Nutrition/Home science (Honours/pass) is required.
3	ANM / Nursing Assistant	6 hourly shift	4	Candidate must have passed the HSC examination and must have undergone 1.5 years training for

				multi-purpose health worker(female) at the approved government training centres / recognised private training institutions and must have registered with the Odisha Nursing Council or in case of unavailability of ANMs, trained ANMs not registered under Nursing Council or passed from Private colleges may be recruited as Nursing Assistants. Maximum 3 Nursing Assistants may be recruited.
4	Cook cum Attendant	8 hourly shifts	3	7 th Class (pass), women candidates are required.

The Staff of NRC shall be engaged / recruited/ appointed by the concerned Implementing Agency and shall be exclusively on the pay roll of the Agency and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. The Agency shall be solely responsible for the performance and conduct of the staff notwithstanding the source of hiring such staff. The Agency shall be fully responsible for adhering to provisions of various laws applicable on them including labour laws. In case the Agency fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the Agency shall be fully responsible to compensate/ indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of any Act, which is in force or other laws as applicable on the occurrence of such situations. The selected agency must complete the above recruitment process within 15 days after getting the sanction letter. Following terms and conditions must be followed during the recruitment process by the agency:

- Recruitment must be through the process of walk-in-interview.
- The list of the selected manpower must be submitted to the CDM&PHO, Keonjhar.
- In case of any change of the staff made by the agency (**with valid justification**) one month notice will be served to the particular staff. However, in case of resignation made by the staff she must intimate to the agency one month before the date of the disengagement. During the in-terming period fresh staff will be deputed by the agency. The entire process must be communicated to the CDM & PHO, Keonjhar.
- If anybody wants to resign immediately, one month salary must be deposited/ the remuneration of last month shall not be released.
- Salary of all the staff of NRC should be released by the Implementing Agency regularly on monthly basis without fail.
- CDM & PHO will ensure the training of NRC staff on key thematic areas such as SAM Management, ANC & VHSND Services, etc.

a. Leaves

1. The Human Resources hired under this project are expected to be self-motivated to achieve the objectives of the project.
2. There should not be continuous vacancy of any staff for a period of maximum 45 days in the NRC.
3. Considering the criticality and nature of the services provided, and to ensure that essential healthcare delivery system is not affected / disrupted, the leaves granted to the staff/personnel in this project should be regulated with the following consideration:
 - i. There should be at least one day leave granted every week for all staff.
 - ii. However, the selected Agency will adjust the leaves, based on the needs of the project and the availability of staff

Note:

- Applicants should not have been disengaged earlier on administrative grounds such as disobedience, poor performance, misbehaviour, criminal activity, prior to applying for the posts.

- Upper age limit for all the positions except medical officer is 65 years as on closing date of application

7. Project Duration

1. The contract shall be valid for Two (2) year i.e., Twenty-four Months from the date of effectiveness of the contract. The contract may be extended for a further period of one year subject to satisfactory performance as determined by the Client and as mutually agreed by both the parties.
2. The Agency and Client shall maximize their efforts for achieving the key milestones set in the project within the duration of assignment / contract / project.
3. Commencement: The selected Agency shall commence the work with immediate effect from the date of signing of the agreement/MOU.
4. Validity: Unless terminated earlier, the agreement shall be valid up to Two (2) Year from the date of execution of agreement and automatically expire after completion of the agreement period. The duration may be extended for a further period of next One Year subject to satisfactory performance.

8. Project Coverage

The NRC project will be implemented in Telkoi CHC, Harichandanpur CHC, SDH Anandapur, and CHC Udaypur.

9. Steps for Project Implementation

Sr. No.	Step	Responsibility	Timeline for Completion
1	Issue of Letter of Intent (LoI)	CDM&PHO	Within 7 working days of finalization of the agency
2	Submission of Performance Bank Guarantee	Agency	Within 7 working days of receiving the LOI
3	Signing of the MOU	CDM&PHO with the Agency	Within 15 working days of receiving the PBG from the Agency
4	Deployment of Human Resources, readiness, commencement, operations and management of the NRC	Agency	Within 15 working days of receiving the LOI
5	Supervision, Monitoring and Review of the project (monthly)	CDM&PHO	By 20 th of every month

a. Roles and responsibilities of Project Staff

Medical Officer (MO):

- MO will be the overall, in charge of the unit and will be responsible for clinical management of children admitted in the NRC.
- MO will examine each patient every day & will attend to emergency calls as per need.
- MO will ensure that screening has been done properly, prescribe treatment as per recommended guidelines & monitoring the progress of the child admitted in NRC.

Nutritionist cum Counsellor:

- Supervisor of the unit, Trainer & Counsellor for the staff posted in the NRC as well as mothers/caregivers.
- Chart out specific therapeutic diet plan for each child as per the guidelines in consultation with medical officer.
- Responsible for monitoring the preparation and distribution of feeds as per diet charts, maintaining NRC records in registers, preparing reports of the NRC and in diet and treatment sheets.
- Assess the feeding problem in each child & give individual counseling to mothers.
- Will bring all mothers & caregivers of the admitted children together & give demonstration on making low-cost nutritious energy dense culturally acceptable child foods.

- Provide group counseling on various topics like nutrition & malnutrition, hygiene & sanitation, infant & young child feeding practices, immunization, family planning, etc.
- Provide counseling & demonstrate to mothers on structured play therapy for psychosocial stimulation to engage children in play therapy for at least 30 minutes of play each day.
- Counseling the mothers / caregivers on the emotional needs of her child & encouraging them to give sensory stimulation.
- Provide group counseling to mothers of all children admitted in the health facility (e.g. Pediatric or General Ward) and also to mothers of children present in outpatients department on designated days (e.g. Immunization Day).
- Overseeing the cleanliness & ensuring hygiene practices at NRC.
- Ensure that the child is provided services as per the recommended guidelines
- Ensure that the NRC data is updated and entered in the NRC software.
- Responsible for reporting and analysis of NRC data and ensuring follow up of the children discharged from NRC.
- Preparation of data base for each block in the district i.e. database of Anganwadi Centre, SC & PHC, and name and contact number of the AWW/ANM & ASHA.
- Fill up the discharge cards with the support of the ANMs & counsel mothers/relatives regarding follow up schedule at the NRC & home visits by AWW/ANM/ASHA
- Nutrition counsellor of the NRC trained on IYCF will be given additional responsibility to visit the gynecology ward, pediatric ward, & SNCU to interact with the mothers and provide them one to one counselling on IYCF, twice a week

ANM/Nursing Assistant

- Responsible for nursing care including weight record, measure, mix, & dispense feed.
- Give oral drugs
- Supervise intravenous fluids
- Assess clinical signs & fill the multi chart with all the routine information
- Counsel the mothers/care givers on the emotional needs of her child & encourage them to give sensory stimulation.
- In charge of structured play therapy.
- Carry out screening as per the recommended guideline.
- Give medicine and treatment (injectables) as per the Mos guidance & advice.
- Ensure that all steps in the management of SAM cases are followed in the NRC.
- Fill the daily intake sheet, the SAM information sheet, & consult with Nutritionist on the feeding timetable of all children at the NRC.

Cook cum Attendant

- Prepare the therapeutic diet (F75, F100 and Food-based Diet) for children as prescribed by the MO under the supervision of the Counsellor.
- Involve mothers & care givers of admitted children in preparation of food.
- Preparing appropriate food for the mothers/caregivers as per approved weekly menu.
- Purchase food items locally under the supervision of Nutritionist.
- Clean the utensils, kitchen & the equipment used in the kitchen for the preparation of food.
- Responsible for managing the cleaning duties & the provision of detergents, hand soaps, chlorine, etc.
- Floors should be cleaned everyday with soap & water. Toilets should be disinfected with 0.5 % active chlorine solution.

11. Roles & Responsibilities of Key Stakeholders

1. Nodal Department

Health & Family Welfare (H & FW) Department represented by the Chief District Medical and Public Health Officer (CDM&PHO) will be the nodal department having overall responsibility for facilitation, monitoring, supervision, and review of the project. Its responsibilities will include the following:

- i. Ensure the availability of building and infrastructure, as per the standards.
- ii. Procure necessary equipment's, instruments and furniture.
- iii. Ensure necessary approvals / clearances for running the NRC from relevant authorities.
- iv. Signing of the MoU with Implementing Agency and subsequently extend the MoU for another 1 (one) year, based on satisfactorily performance, if needed, as per the requirement.
- v. Approve the detailed Project Execution Plan (DPEP) submitted by IA. Ensure that the DPEP has systemic linkages with the 'Child Health' component of the PIP prepared by NHM.
- vi. Ensure quality of the NRCs through regular inspections.
- vii. Ensure effective follow-up of children discharged from NRCs through the ANMs in every VHND.
- viii. Follow-up with ASHAs to ensure that the discharged children return for the scheduled follow ups at the NRC.
- ix. Ensure the availability and maintenance of equipment, instruments and furniture through periodic repairs.
- x. Verify and forward bills that are submitted by IA for payment.
- xi. Review and monitor the implementation of the project.
- xii. Evaluate the outputs/outcomes of the project.
- xiii. Review the Monthly Progress Report (MPR) submitted by IA, analyse it and submit it to DMF Keonjhar.

2. Responsibility of DMF

- i. DMF shall administratively approve and sanction funds for the project as per the budget and proposals received from CDM&PHO.
- ii. DMF shall release project funds, to the CDM & PHO Keonjhar as per actual bills.

3. Responsibility of DSWO

The responsibilities of the Women & Child Development (WCD) Dept. Represented by the DSWO are as follows:

- i. Identify SAM children in the different Anganwadi centres (or NRCs) of the district.
- ii. Refer eligible SAM children to the NRCs.
- iii. Train and orients the Anganwadi workers, supervisors and CDPOs on the institution – based treatment and management of SAM children.
- iv. Ensure that the child discharged from the NRCs enrolled in the AWCs and given supplementary food as per the guidelines.
- v. Ensure that the AWWs prioritize the discharged children for home visits, every week in the first 4 weeks, and then once in 2 weeks till the child is cured of SAM.
- vi. Ensure that the discharged children are weighed every week at the AWCs.
- vii. Follow –up with AWWs to ensure that the discharged children return for the scheduled follow-ups at at 15, 30, 45 and 60 days of discharge from NRC. The first and fourth follow up visit of the child will be to the NRC whereas, the second and third follow up visit shall be to the nearest Health & Wellness Centre(H &WC).

- viii. Ensure that the AWWs observe feeding practices during home visits and provide appropriate counselling and support to the mothers.
- ix. Coordinate with NRC for effective community-based management of SAM through the ICDS network.

10. Monitoring Indicators

1. Gender and Age Disaggregated Indicators

The following gender and age disaggregated indicators will be used for monitoring the quality of service being provided by the NRC on a quarterly basis:

- i. Admissions:
 - a. Gender & age disaggregated.
 - b. Referred by AWWs/ ASHAs/ Self/ Paediatric ward or emergency.
- ii. Average length of stay of SAM children in the NRC.
- iii. Rate of referral to higher facility by the NRC.
- iv. Bed Occupancy rate of the NRC.
- v. Average weight gain of SAM children during the stay in the NRC.
- vi. Recovery rate of SAM children admitted in the NRC.
- vii. Case fatality rate of SAM children admitted in the NRC.
- viii. Defaulter rate of SAM children discharged from the NRC.
- ix. Relapse rate of SAM children discharged from the NRC.
- x. Non-respondents of SAM children admitted in the NRC.
- xi. Death rate following discharge from NRC while still in program i.e., till the child is cured of SAM
- xii. Average length of stay of SAM children in the programme i.e., till the target weight is achieved..

2. Process Indicators

The following Process Indicators will be used to monitor the availability & quality of services in the NRC-HR, supplies, reporting and training needs. The following details will have to be submitted by the Agency on a quarterly basis:

- i. Staff in position.
- ii. Staff position lying vacant for more than one month.
- iii. Staff trained in management of SAM
- iv. Staff in position for more than a month but not trained.
- v. Stock outs of:
 - a. Antibiotics
 - b. Consumables

11. Acceptable levels of care

Performance of NRCs will be assessed based on the criteria described below:

Sr. No.	Indicators	Acceptable	Alarming
1	Recovery rate	>75%	<50%
2	Death rate	<10%	>15%
3	Defaulter rate	<15%	>25%

4	Avg. Weight gain(g/kg/d)	>8	<8
5	Length of stay (weeks)	<4	>6

In case of any mortality of SAM child, the Implementing Agency will document all the lessons learnt in such cases so that corrective intervention can be undertaken to prevent such cases in the future.

12. Monitoring and Evaluation

1. Regular review meetings shall be conducted by the office of the CDM&PHO to monitor the implementation of the project.
2. The selected Agencies shall submit the deliverables as per the milestones and progress report on monthly basis in the desired format as per given schedule to the office of the CDM&PHO, Keonjhar. This monthly progress report shall be verified and submitted by the CDM&PHO to the office of DMF Keonjhar on a regular basis.
3. Periodic Review:
 - i. Quarterly review of performance and observance of terms & condition.
 - ii. Authority shall have the right to review/inspect at any time as it may deem fit, the working and management of the Project. The Service Provider shall facilitate and provide assistance to the officers of the Authority for such inspection.

13. Reporting Arrangements

1. The selected Agencies shall work under supervision of the Chief District Medical and Public Health Officer, Keonjhar and CEO, DMF Keonjhar, Government of Odisha.
2. Regular review meetings shall be conducted by the office of the CDM&PHO to monitor the implementation of the project and achievement of objectives

14. Annual Budget for one 10-bedded NRC for the FY 2024-25

Sl No	Item	Cost Estimate For 10 Bedded NRC	Remarks
1	Paediatrician/MBBS Trained Doctor on SAM management	Rs. 30,000/-per month Annually -Rs 3,60,000/-	Continuing Paediatrician/ any SAM trained MBBS doctor from the CHC/SDH where the NRC is located can be mobilized to provide part-time service on daily basis. @ Rs 1000/- per day as consultancy fee.
2	Nutritionist cum Counsellor (1 post) Base @Rs.24,406/- (5% increment per year after completion of 1 completed year)	Rs. 24,406/- per month Annually Rs. 2,92,872/-	
3	Nurse/ANM (4 posts) Base @Rs.16,301/- (5% increment per year after completion of 1 completed year)	Rs 16,301/- per month Annually Rs. 7,82,448/-	
4	Cook cum Attendant (3 posts) Base @Rs.12,859/- (5% increment per year after completion of 1 completed year)	Rs 12,859/- per month Annually Rs. 4,62,924	
5	Food/Diet Cost: Therapeutic Diet for Child @Rs 80/- per day per child	Rs.24000/- Per Month Annually -Rs.2,88,000/-	For Preparation of F-75, F-100, home based diet and also therapeutic feed for appetite test (Assuming that three would be about 20 children in a 10 bedded NRC in a month with an Average Length of Stay (ALOS) of 15 days each)
6	Transportation Cost of Mothers during Discharge: @Rs 100/Case	Rs.2000/-Per Month Annually-Rs.24,000/-	Primary Caregivers will be given Rs.100/- at the time of discharge. (Assuming that there would be 20 discharges in a month in a 10 bedded NRC)
7	Transportation cost of mothers for follow up: Rs.100/- per each follow up to NRC for 2 Follow up and Rs.100 for 2 follow ups at SC - HWC, i.e. Rs300/- for four follow up visits (2 at NRC and 2 at SC HWC)	Rs 3000/- Per Month Annually-Rs.36,000/-	Primary care givers will be given Rs.100/- at the time of each follow up for attending the first 2 follow-ups at NRC and Rs.100/- for the 2 follow-ups at SC HWC. All the 4 follow up visits are to be done at 15 days interval. (Assuming that there would be about 30 follow-up cases each for 1st& 4th follow up at a 10 bedded NRC. Similarly, the same no. of cases would be attending the 2nd & 3rd follow up at SC HWC)
8	Diet Cost for Mother: @Rs. 110/-per day per mother	Rs.33,000/- Per Month Annually - Rs 3,96,000/-	For preparation of food for mothers accompanying the admitted children (Assuming that there would be about 20 children in a 10 bedded NRC with an ALOS of 15 days each)
9	Wage Compensation for care givers: @ Rs.100/- per day	Rs. 30000/- per Month Annually – Rs 3,60,000/-	Primary care givers will be given financial incentive for loss of wages Rs.100/- per day through account transfer until the child reaches discharge criteria (15% target weight gain) as per actual no. of days stayed. (Assuming that there would be about 20 children in a 10 bedded NRC in a month with an ALOS of 15 days each)
10	Pharmacies: Medicine clinical investigation, diagnostics, micronutrients,	Rs.3000 per month Annually- Rs 36,000/-	All drugs & consumables required at NRC are to be met from general store. In case, there is unavailability of any drugs/ logistics/consumables, etc. the same can be met

	consumables for diagnostics, etc		out of this fund. Also, any diagnostics required, which is not available at the hospital could be done from this budget.
11	Maintenance Cost	Rs.5000/- Per Month Annually-Rs 60,000/-	Maintenance of equipment's like Fridge, T.V, DVD, refilling of cooking gas, Toys for children, Linen, Cleaning Supplies, consumable for children (bathing soap, washing powder/soap, oil, etc.), utensils if any required, etc.
12	Establishment Cost	Rs.2500/-Per Month Annually-30,000/-	For Documentation and reporting, printing of referral card, records and registers, follow-up cards, photocopying, internet cost, Purchases required for NRC like soft board, display boards, etc.
8	Event management at NRC	Rs- 2000/- Per Annum	Festival Celebration and birthday ceremony of babies.
9	Day Observation	Rs 4000/- Per Annum	Observation of National Program like Poshan Maah, Poshan Pakhwada, World Breastfeeding, Organisation of campaign for SAM identification etc)
10	Annual Recurring cost for one NRC	Annually Rs 31,34,244/-	

4. Payment of Appropriate Wages by the Selected Agency

1. The Agency shall pay as applicable all the wages / salaries as provisioned for each category of HR hired for:
 - i. Payment of Wages Act,1936
 - ii. Minimum Wages Act,1948
 - iii. Employer's Liability Act,1938
 - iv. The Workmen Compensation Act,1923
 - v. Industrial Disputes Act, 1947
 - vi. Maternity Benefit Act,1961
 - vii. Any other relevant Act
2. Wages shall not be less than the minimum wages prescribed by Govt. of Odisha for contractual worker. It is mandatory for the agency to make the payment to personnel engaged by the agency in this hospital within time stipulated as per labor laws by way of ECS / RTGS / NEFT and submit the photocopy of the acquaintance roll along with the bill for the following month as a proof thereof.
3. Payment of wages to the contractual staff engaged is to be ensured by Agency and it would not be linked with clearance of Bill/Invoice of the selected Agency from the office of CDM&PHO Keonjhar.
4. In case any complaint is received, or it is observed that payment to deployed staff is not being made as per law, the Agency shall have to make payment to these staff in the at their risk and cost, in the presence of an authorized official from the Client side.

5. Payment Procedure

6. The disbursement/release of funds by Zilla Swasthya Samiti (ZSS) to the Agency would be in three instalments i.e. 30%, 40% and 30% in advance of total project cost.
7. The 1st instalment i.e. 30% will be released after signing of the Agreement and submission of the performance security. The 2nd instalment, i.e. 40% will be released after receipt of the utilization certificate for 75% of 1st instalment. The 3rd instalment i.e 30% will be released after receipt of the utilization certificate for 75% of 2nd instalment of annual project period

8. The DPMU will make assessment of the project in every six months of operation and annual assessment of the project using the standardized checklist. Further, evaluation of the project will be conducted by an Independent External Agency after three years of completion of project period.

9. Modifications / substitution/ withdrawal of Proposal

The Bidder may modify, substitute or withdraw its Proposal after submission, provided that the modification, substitution or withdrawal is received by the CLIENT prior to the closing time on the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Proposal Due Date.

Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the closing time on the Proposal Due Date, unless the same has been expressly sought for by the CLIENT, shall be disregarded.

10. Fraud and corrupt practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and subsequent to the issue of the Work Order and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the Work Order or the Agreement, the CLIENT may reject a Proposal, withdraw the Work Order, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, CLIENT shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the CLIENT under the Bidding Documents and/ or the Agreement, or otherwise.
- ii. Without prejudice to the rights of CLIENT under this Clause hereinabove and the rights and remedies which CLIENT may have under the Work Order or the Contract or otherwise, if a Bidder or Selected Agency, as the case may be, is found by CLIENT 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 Bidder shall not be eligible to participate in any tender issued by CLIENT during a period of 3 (three) years from the date such Bidder, is found by CLIENT to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- iii. For the purposes of this Clause hereinabove, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “**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 CLIENT 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 01 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of CLIENT, 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 CLIENT in relation to any matter concerning

the Project;

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- (c) **“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.
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by CLIENT 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”** 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.

11. Debarment from Bidding

- i. If CLIENT finds that a Bidder has breached the code of integrity prescribed in the RFP hereinabove, it may debar the Bidder for a period of 3 (three) years from the date of such breach.
- ii. Where the entire EMD or the entire Performance Security or any substitute thereof, as the case may be, of a Bidder has been forfeited by CLIENT in respect of the earlier Selection Process or procurement Contract, the Bidder shall be debarred from participating in any Tender Process undertaken by CLIENT for a period of 03 (three) years.
- iii. CLIENT shall not debar a Bidder under this section unless such Bidder has been given a reasonable opportunity of being heard.

12. Language

- i. Bidder shall deliver all Bidding documents in English language only.
- ii. If any other documents submitted as part of the Proposal are in a language other than English, the Bidder shall submit an English translation for the same, which is duly attested and notarized as per applicable laws along with the copy of the original document. For all purposes of evaluation of the Proposal, the translation provided in English shall prevail.
- iii. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Selected Bidder/Agency and CLIENT, shall be written in English or Hindi language only.
- iv. All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English and/or Hindi language, as applicable.

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

- i. Failure of the Bidder or Selected Bidder(s) 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, CLIENT would reject the Proposal and forfeit the Earnest Money Deposit as specified in this RFP document.

14. No Partnerships

- i. Nothing contained in this RFP/Contract shall be construed or interpreted as constituting a partnership between CLIENT and the Selected Agency.

15. Miscellaneous

- i. The Selection Process shall be governed by, and construed in accordance with,

the laws of India and the courts at Keonjhar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

- ii. CLIENT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (iv) retain any information and/or evidence submitted to CLIENT by, on behalf of and/or in relation to any Bidder; and/or
 - (v) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

- iii. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases CLIENT, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- iv. All documents and other information provided by CLIENT or submitted by a Bidder to CLIENT shall remain or become the property of CLIENT. Bidders or the Selected Agency, as the case may be, are to treat all information as strictly confidential. CLIENT will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to CLIENT in relation to the Project shall be the property of CLIENT.
- v. CLIENT reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- vi. The Selected Bidder/Agency shall bear all the expenses regarding delivery of services.
- vii. The Selected Bidder/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.
- viii. The Selected Bidder/Agency shall execute the whole work in strict accordance of instructions and directions issued by CLIENT from time to time.
- ix. CLIENT 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 Selected Bidder/Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Selected Bidder/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 CLIENT.
- x. Any publicity by the Selected Bidder/Agency in which the name of CLIENT

is to be used should be done only with the explicit written permission of CLIENT.

- xi. In addition to the provisions enumerated in the RFP, the Selected 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 in connection to the performance of its obligations under this RFP/ Contract.
- xii. The Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

- (a) Agreement;

- (b) the RFP.

i.e. the Agreement at (a) above shall prevail over the RFP at (b) above.

Section IV: Technical Proposal Submission Forms

TECH - 1 Covering Letter

(On Bidder's Letter Head)

[Location, Date]

To,
**Chief District Medical & Public Health Officer (CDM&PHO),
District Headquarter Hospital, Keonjhar – 758001, Odisha**

**Subject- Operation and Management of Nutrition Rehabilitation Centers (NRCs) in Keonjhar District,
under DMF Keonjhar(TECHNICAL PROPOSAL)**

Dear Sir/Madam,

With reference to your RFP Reference No. S. No./N.H.M/STORE/2024/..... dated2024, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for “*****”

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 CLIENT 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. This statement is made for the express purpose of appointment as the Selected Agency for the aforesaid Project.
3. We shall make available to CLIENT any additional information it may deem necessary or require supplementing or authenticate the Proposal.
4. We acknowledge the right of CLIENT 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.
5. We certify that in the last 3 (three) years, we/ any of the our Associates have neither failed to perform on any assignment or contract, as evidenced by imposition of a Damages 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.
6. I declare that:
 - (a) We have examined and have no reservations to the RFP, including any Corrigendum (a) /Addendum(a) issued by CLIENT;
 - (b) We do not have any Conflict of Interest in accordance with the terms of the RFP;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with CLIENT or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- (e) 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.
- (f) 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.
7. We understand that CLIENT may cancel the Selection Process at any time and that CLIENT is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
8. We declare that we are not directly or indirectly related to any other Bidder applying for selection as an Agency for the Project.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We certify that in regard to matters other than security and integrity of the country, we or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our Associates or against our CEO or any of our Partners /Directors/ Managers/ employees.
12. We declare that we have not paid and shall not pay any bribe to any officer of CLIENT for awarding this Project at any stage during its execution or at the time of payment of bills and further, if any officer of CLIENT asks for bribe/gratification, we, or our Associates shall immediately report it to the appropriate authority in CLIENT.
13. We further certify that we 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.
14. 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 CLIENT of the same immediately.
15. We agree that if at any stage, any information/documents submitted by us are found to be false, we or any of the Consortium Members or our Associates shall be liable for debarment from tendering in CLIENT, apart from any other appropriate/legal action, as the case maybe.
16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CLIENT in connection with the selection of Agency or in connection with the Selection Process itself in respect of the abovementioned Project. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
17. We agree to keep this Proposal valid for 180 (one eighty) days from the Proposal Due Date specified in the RFP, or provide extension of period of Bid Validity, if so, required by CLIENT.
18. We agree that if we fail to provide extension of period of Bid Validity, it will be construed that Bid is withdrawn and we will not be entitled to claim or receive any damages/ interest/charges, nor be entitled to return of the Bid documents submitted or refund of the EMD.
19. A Power of Attorney in favor of the Authorized Signatory to sign and submit this Proposal and documents is attached herewith.
20. We agree and undertake to abide by all the terms and conditions of the RFP document.

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 as Tech**, as the case may be*)

[In full and initials with Seal]:

Name and Title of Signatory:

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

Address:

Telephone:

Email:

(Name and seal of the Bidder)

[Location, Date]

Yours faithfully,

Authorized Signatory :
with Date and Seal

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

TECH 2: Bidder's Organization (General Details)

S. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No.:Email id:	
4	Registration / Incorporation Details Registration No:Date & Year. :	
5	Local office in Odisha If Yes, please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: DD/ Bank Guarantee No.: Date: Name of the Bank:	
7	EMD Details Amount: DD/Bank Guarantee No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory : _____
with Date and Seal
Name : _____
Designation : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.

TECH 3: Bidders Financial Details

Annual Average Turnover Statement

(To be furnished in the letter head of the Chartered Accountant)

Financial Information (In INR)				
Details	FY 2021-22	FY 2022-23	FY 2023-24	Average
Turnover (in Crores)				
	<i>Page no in the bid proposal</i>	<i>Page no in the bid proposal</i>	<i>Page no in the bid proposal</i>	
<p>Supporting Documents:</p> <p>Audited certified financial statements for the last three FYs (Submission of copies of Income & Expenditure Statement, P/L and Balance Sheet for the respective financial years is mandatory along with this form)</p> <p><i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished along with the technical proposal, failing which the proposal will be out rightly rejected.</i></p>				

Signature and Seal of the Company Auditor / Chartered Accountant with Date in original

Name of Chartered Accountant / Authorized Signatory of Company Auditor

[In full initials with Date and Seal]: _____

Membership No. Chartered Accountant / Authorized Signatory of Company Auditor/UDIN number

Authorized Signatory :
with Date and Seal

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

[NB: No Scanned Signature will be entertained]

Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above will lead to rejection of the bid.

**TECH 4: Format for Power of Attorney
(Notarized on INR 100.00 Stamp Paper)**

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. (Name), R/o.....(name and address of residence) and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal/Bid for the ***Name of Project***” for ** years (“Project”) as defined under this RFP for the ***name of Authority **. including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2024

For _____
(Signature of PoA giver)
(Name, Designation and Address with seal of the bidder)

Accept

(Signature of PoA holder/acceptor)
(Name, Designation and Address with seal of the bidder)

WITNESS:
1) Full Name
Address
Signature

2) Full Name
Address
Signature

- Notes:**
- The mode of execution of Power of Attorney 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.

- *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH 5: Bidders Past Experience Details

1. Experience of functional / completed cumulative units of Operations and Management of Maa Gruhas / Creches / Nutritional Rehabilitation Centers (NRCs) / PPP Managed Urban Primary Health Centers (UPHCs) / PPP Managed Primary Health Centers (PHCs) / PPP Managed Healthcare Facilities / PPP Managed Urban Health & Wellness Centers (UHCs) / Tribal Health Center /Drug Deaddiction Centre / Multispecialty / Single Specialty Hospital with indoor treatment facility/Women Shelter Homes/ Shelter Home for Mental illness and Destitutes.

Sr. No.	Name of the Project*	Number of Units Operationalized	Client Name, Contact Details & Address	Name of funding agency (if different from Client)	Fees in INR (In Crores)	Project Start Date in DD/MM/YYYY	Project End Date in DD/MM/YYYY***	Page no of the Attached Work Order & Experience Certificate **
1								
2								
3								
4								

* Kindly mention the Work-order / project year-wise starting from the most recent Work-order / project undertaken.

**Photocopies of Work Orders/ Sanction Orders/ MOUs/ Engagement Letter. Completion Certificates and Experience Certificate from Clients for ongoing or completion of work [s] of equivalent projects to be attached. More lines can be added for enumerating the relevant experiences. Mention the Page no (s) in your bid application where the copies of the relevant work order / contract is (are) placed.

*** For the projects which are already closed, submission of completion certificate is mandatory.

Authorized :
Signatory with
Date and Seal

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

TECH 6: Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client

A: On the Terms of Reference / Scope of Work:

[The Bidder/Agency needs to present and justify in this section, if any modifications to the Terms of Reference they are proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

B: On Input and Facilities to be provide by the Client:

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

Authorized Signatory with Date and Seal : _____

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

TECH 7: Description of Approach, Methodology and Workplan to Undertake the Assignment

[Technical Approach, Methodology and Work Plan are key components of the Technical Proposal. In this Section, bidder should explain their understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, the bidder shall highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections viz 'Technical Approach & Methodology, Work Plan, Organization & Staffing, Challenges Envisaged']

- 1. Understanding of the Need / Demand of the Project / Assignment:** In this chapter, you shall explain your understanding of the objectives of the assignment, need, demand and usefulness of the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You shall highlight the problems being addressed and their importance.
- 2. Approach, Methodology, Work Plan, Unique Selling Proposition / Additional Software / Features, Additional Services:** In this chapter, and explain the technical approach you shall adopt to address the objectives of the assignment. You shall also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. You shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate and implement each of the objectives, services, and care to be provided, and scope of work into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output etc., shall be included here. The work plan shall be consistent with the Work Schedule.
- 3. Challenges Envisaged and Risk Mitigation Strategies:** In this chapter, you shall list out some major challenges that could arise while implementation of the project. Also, the proposed action plan/road map and quality control mechanisms that you shall contemplate to follow while overcoming these challenges.
- 4. Similar Case Studies:** In this chapter, you shall list out any similar experiences, similar works carried out in other projects of other assignments, their usefulness and impact generated.

Bidders are requested to furnish the above information limiting it up to 5-7 pages only with Arial / Times New Roman Font Size -10.

The agencies who are selected for technical presentation shall adhere to the following format while presentation:

Maximum Number of Slides	Slide Heading	Maximum Marks (40)	Maximum Time for Presentation
1 to 3	Understanding of the Need / Demand of the Project / Assignment	10	5 minutes
4 to 8	Approach, Methodology, Work Plan, Unique Selling Proposition / Additional Software / Features, Additional Services related to the assignment	15	10 minutes

9 to 10	Challenges and Risk Mitigation Strategies	5	5 minutes
11 to 12	Similar Case studies	10	5 minutes
	Question & Answer Session		5 minutes

Note 1: Information provided in the form shall correspond to the Technical Presentation. Colour print-out of the PPT also shall be submitted along the Technical Bid.

Note 2: All the claims shall be substantiated through production of supporting documents.

Authorized Signatory with :
Date and Seal
Name : _____
Designation : _____
Address of Bidder : _____
Contact Number of Bidder : _____
Email id of Bidder : _____

Bidders are requested to furnish the above information limiting it up to 5-7 pages only with Arial Font Size-10.

TECH 8: Proposed Plan to Carry out the Assignment

Month	1	2	3	4
Sequence of Activities / Sub Activities				
↓				
↓				

Indicate all main activities / sub activities of the proposed assignment and other associate sub-periodic activities.

Authorized Signatory with :
Date and Seal

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

TECH 9: Non-Consortium Declaration
(On Bidder's Letterhead)

We, _____ <name of the Organisation>, having our registered office at _____, <HQ address of the Organisation> hereby certify and confirm that in the preparation and submission of our Proposal for _____ (name of the Project) under this RFP Reference No. _____, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive.

We declare that we are submitting this proposal as an independent Agency, and not as a part of any consortium/Joint Venture/Associations.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the client, on this count will be compensated by us.

Dated this _____ Day of _____, 2024

:

Authorized Signatory with Date and Seal

Name : _____

Designation : _____

Address of Bidder : _____

Contact Number of Bidder : _____

Email id of Bidder : _____

TECH 10: Affidavit Format for Not Blacklisting

(Notarized on INR.100/- Non-Judicial Stamp Paper)

Affidavit

I, M/s. _____ (the name of the Organization) having our registered office at _____, <HQ address of the Organisation> hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other entity of Government of Odisha or blacklisted by any State Government or Central Government / Department / Organizations in India from participating in Tenders as on the _____ (Date of Signing on this proposal).

However, we wish to bring to your notice (in case the agency has been blacklisted previously), the details of our previous backlisting's as per details below:

Sr. No.	Name of the Organisation / Department / Ministry that blacklisted the Agency	Duration from which the blacklisting started to when it ended (in DD/MM/YYYY)	Reasons for being Blacklisted	Issues that led to blacklisting was resolved / Not resolved	Details of the Documents Supporting the Blacklisting Resolution	Page Number of the Attached Supporting Documents for Blacklisting Resolution
1						
2						

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated this _____ Day of _____, 2024

:

**Authorized
Signatory with
Date and Seal**

Name : _____

Designation : _____

Address of Bidder : _____

**Contact Number
of Bidder** : _____

**Email id of
Bidder** : _____

TECH 11: Undertaking for Assignment

**To,
Chief District Medical & Public Health Officer (CDM&PHO),
District Headquarter Hospital, Keonjhar – 758001, Odisha**

Subject: Operation and Management of Nutrition Rehabilitation Centers (NRCs) in Keonjhar District, under DMF Keonjhar [TECHNICAL PROPOSAL]

Dear Sir,

With reference to your RFP document dated **//2024, We, having examined the Application Documents and understood their contents, hereby submit our Application for the Project. The Application is unconditional and unqualified.**

The bidder can submit its application for one NRC only. The Applicant must clearly mention below which NRC it intends to apply for.

Sl. No	NRC Name	Location
1		

Note:

•The Authority reserves the Right to accept or reject any or all Applications, at any time prior to the award of the contract. Decision of Authority shall be final and binding for allocation of NRCs.

Signature of Authorized Signatory of Applicant

Seal Name:

Designation:

Place:

Date:

Section V: Annexures

Annexure I: Bid Submission Checklist

Bidders shall ensure the submission of the required supporting documents in the appropriate envelopes (wrt Technical Proposal and Financial Proposals). Bidders should submit the required supporting documents as mentioned below by arranging the documents serially in the following order, indexing it appropriately, pages of all the bids documents being numbered, mentioning the same page numbers in the column "Page No" against the particulars in the check list as mentioned below for ease of scrutiny. Each page should be numbered and signed (in full) by the authorized representative (as per TECH 4). The proposal must be complete in all respect and spiral bound. Bids not conforming to the eligibility criteria and non-submission of required documents as listed below will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP Document.

Sr. No.	Description	Submitted (Yes/No)	Page No.
	Technical Proposal (Original)		
1	Filled in Bid Submission Check List (ANNEXURE I)		
2	Covering Letter (TECH 1)		
3	Bid Processing Fee of INR. 10,000/- in form of DD		
4	EMD of INR. 1,20,000/- in form of DD		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 FYs (21-22, 22-23 & 23-24)		
9	General Details of the Bidder (TECH 2)		
10	Financial details of the bidder (TECH 3) along with all the supportive documents such as copies of Profit — Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH 4) in favour of the person signing the bid on behalf of the bidder		
12	List of completed assignments of similar nature (Past Experience Details) (TECH 5) along with the photocopies of work orders / experience certificates for the respective assignments		
13	Comments and Suggestions (TECH 6)		
14	Description of Approach, Methodology & Work Plan (TECH 7)		
15	Work Plan (TECH 8)		
16	Non-Consortium Declaration (TECH 9)		
17	Affidavit Format for Not Blacklisting (TECH 10)		
18	Undertaking of Assignment (TECH 11)		

Undertaking:

- All the information has been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- All pages of the proposal have been sealed and signed (in full) by the authorized representative.

Authorized Signatory with :

Date and Seal

Name :

Designation :

Address of Bidder :

Contact Number of Bidder :

Email id of Bidder :

Annexure II: Performance Bank Guarantee Format

[Location, Date]

To,

**Chief District Medical and Public Health Officer (CDM&PHO),
District Headquarter Hospital, Keonjhar – 758001, Odisha**

WHEREAS (Name and address of the Bidder/Agency) (hereinafter called “the Bidder/Agency”) has undertaken, in pursuance of RFP no..... dated to undertake the service (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by..... (Name of the Client) in the said contract that the Bidder/Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder/Agency, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Bidder/Agency to be in default under the contract and without cavil or argument, any sum, or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder/Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract Documents which may be made between you and the Bidder/Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This performance bank guarantee shall be valid until the day of..... (month and year),

Our branch at Keonjhar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Keonjhar branch a written claim or demand and received by us at our Keonjhar branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank & Branch


Chief District Medical & Public Health Officer
Keonjhar

Annexure III: Definitions and Acronyms

1	ADD	:	Application Due Date
3	Agency	:	Entities or persons that may provide or provides the Services to the Client under the Contract.
4	CA		Chartered Accountant
5	CHC	:	Community Health Centre
7	CL (R&A)	:	Contract Labour Regulation & Abolition Act
8	Day	:	Calendar day
9	DD	:	Demand Draft
10	DHH	:	District Headquarter Hospital
11	DMF, Keonjhar	:	District Mineral Foundation, Keonjhar
12	DPEP	:	Detailed Project Execution Plan to be submitted by the selected Agency
13	EC	:	Evaluation Committee
14	EMD	:	Earnest Money Deposit
16	IEC	:	Information, Education, Communication
17	INR	:	Indian National Rupees
18	Instructions to applicant Agencies	:	The document which provides interested Agencies with the information needed to prepare their respective Proposals.
19	GSTIN		Goods and Services Tax Identification Number
20	LOI	:	Letter of Invitation, (Section 1 of the RFP) means the 'Letter of Invitation' being sent by the Client.
23	MIS	:	Management Information System
29	OPD	:	Outpatient Department
30	Personnel	:	Professionals and support staff provided by the selected Agency and assigned to perform the Services or any part thereof.
31	PHC	:	Primary Health Centre
32	Proposal	:	Pre-Qualification Documents, Technical Proposal and Financial Proposal.
33	QBS	:	Quality Based Selection
35	RFP	:	Request for Proposal, circulated by the Client for the selection of an Agency
36	SC	:	Sub Centre
37	SDH	:	Sub Divisional Hospital
38	TIA	:	Tender Inviting Authority /Client
39	TOR	:	Information included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the selected Agency
40	UDIN		Unique Document Identification Number
41	Wrt	:	With respect to
42	ZSS		Zilla Swathya Samiti