

Request for Proposal for Selection of an Agency for Pickup & Transportation of Biological Samples under National Tuberculosis Elimination Program (NTEP) across the district of South 24 Parganas

RFP Reference Number- CMOH/ (SPG)/2610 Dated 21-03-2023

Issued by

Office of the Chief Medical Officer of Health
SOUTH 24 PARGANAS

241, D.P.S Road, Tollygunge, Kolkata-700033

Mail Id- cmohs24pgs@gmail.com, Website- www.spghealthgov.in

Phone No-033-2422-1037, 033-2422-0124

Contents

DISCLAIMER.....	4
SECTION I- NOTICE FOR REQUEST FOR PROPOSAL.....	5
SECTION- II- INSTRUCTION TO AGENCY.....	7
A General Information	7
1) Introduction.....	7
2) Code of Integrity.....	8
3) Conflict of Interest.....	8
4) Eligible Agencies.....	9
5) Right to reject any or all proposals.....	10
6) Acknowledgement by Proposer.....	10
7) Selection of Agency.....	10
B RFP Document	11
8) Content of RFP.....	11
9) Queries on RFP, Pre bid meeting and Amendments.....	11
C Preparation of proposals	11
10) Preparation.....	11
11) Documents establishing the compliance of Scope of Services.....	12
12) Period of validity of Proposals.....	12
13) Earnest Money Deposit (EMD).....	13
D Submission and opening of Proposals	14
14) Submission of Proposals.....	14
15) Deadline for Submission of Proposals.....	15
16) Opening of Proposals.....	15
E Evaluation of proposals	16
17) Basic Principles.....	16
18) Preliminary Scrutiny and Determination of Substantial Responsiveness of Proposals.....	16
19) Clarification of Proposals.....	17
20) Fraud and Corrupt Practices.....	17
21) Fulfilment of the Qualification Criteria.....	18
22) Qualification Criteria.....	18
23) Technical Evaluation.....	20
24) Final Selection.....	22
25) Procurement Entity's Right to Accept Any Proposal, and to Reject Any or All Proposals.....	23
F Award of Contract	24
26) Award Criteria.....	24
27) Notification of Award- Letter of Intent.....	24
28) Performance Security (PS).....	24
29) Signing of Contract.....	25

30) Exclusion of Proposal/ Disqualification.....	25
31) Start of the services.....	25
SECTION III- SCOPE OF WORK.....	26
1) Objective	26
2) Background of the Proposal	26
3) Scope of Work	26
A) Role of Agency	27
B) Role of NTEP	28
4) Plan to roll out activities	29
5) Tables for planning.....	29
Section IV – TERMS AND CONDITIONS.....	30
1) Use of contract documents and information	30
2) Intellectual Property Rights.....	30
3) Insurance.....	31
4) Duration of hiring of services of Agency	31
5) Payments.....	31
6) Performance Review, Incentives & Penalty provisions	32
7) Income Tax Deduction at Source.....	32
8) Force Majeure	32
9) Termination of Contract.....	33
10) Notices.....	34
11) Resolution of disputes.....	34
Section V – Proposal Forms	34
1. Letter of Technical Proposal	34
2. Proposer Information Form	35
3. Format showing Experience	36
4. Letter of Financial Proposal	37
5. Form of Price Schedule	38
6. Format for Planning and Operationalization	38
Annexure 1: Proposal Covering Letter	39
Annexure 2: Authorization Letter for Signing of Proposal	40
Annexure 3: Particulars of The Proposer’s Organisation.....	41
Annexure 4: Declaration by Proposer	42
Annexure 5: Affidavit for experienced manpower by the agency/Proposer.....	43
Annexure 6: Unconditional Undertaking	44
Annexure 7: Proforma For Bank Guarantee For Performance Security	45
Annexure 8: Guidance documents on performance linked payment plan	46

DISCLAIMER

1. This RFP is not an agreement and is neither an offer nor invitation by Office of the CMOH- South 24 Parganas District (herein after referred as CMOH-SPG or Procurement Entity), to the prospective Bidder (Agency or Proposer or Bidder) or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to the min the formulation of their proposal pursuant to this RFP.
2. CMOH SPG does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible to consider particular needs of each party who reads or use this RFP document. The RFP includes statements which reflects various assumptions and assessments arrived at by CMOH-SPG in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Agency should conduct its own assessment and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
3. CMOH-SPG will not have any liability to any prospective Agency or any other person under any laws (including without limitation the law, statute, rules or regulations or contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered in connection with anything contained in this RFP or otherwise, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf of CMOH-SPG or their employees, any agency or otherwise arising in any way from the selection process for the Project. CMOH-SPG will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
4. CMOH-SPG shall not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that CMOH-SPG is bound to select an Agency or to appoint the Selected Agency, as the case may be, for the services and that CMOH-SPG reserves the right to accept/reject any of the Bids or Proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. CMOH-SPG also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP proposal.
5. Information provided in this RFP document to the Agencies is on a wider range of matters, some of which may depend upon interpretation of law. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CMOH-SPG accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. CMOH-SPG reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website <https://wbtenders.gov.in>

The RFP Document includes the following Sections:

- Section I Notice for request for Proposal
- Section II Instructions to Agencies
- Section III Scope of Work
- Section IV Proposal Forms

SECTION I- NOTICE FOR REQUEST FOR PROPOSAL

“Request for Proposal for Selection of an Agency for Pick-up& Transportation of Biological Samples under NTEP across the district of South 24 Parganas”

Office of the CMOH, South 24 Parganas, (“CMOH-SPG” or “Procurement Entity”), Government of West Bengal, plans to engage an agency to provide the service of pick-up & transportation of biological samples under NTEP across the district of South 24 Parganas (excluding Diamond Harbour Health District), as defined in this RFP and invites proposals from suitable agencies meeting the criteria mentioned in this RFP document.

The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this RFP document (can be downloaded freely) as uploaded on the WB Tender Website <https://wbtenders.gov.in>

Interested parties (**Agencies** or **Proposers** or **Bidders**) are requested to submit their technical and financial proposals in response to the RFP online on the WB Tender website <https://wbtenders.gov.in> by adhering to the Proposal submission process specified in Section II. The Procurement Entity doesn't take any responsibility for the delay / Non-Submission of Proposal/ Non-Reconciliation of online Payment caused due to non-availability of internet connection, network traffic/ holidays or any other reason.

Area of Work- The South 24 Parganas (excluding Diamond Harbour Health District) is divided into 3 Clusters comprising of the following revenue blocks namely-

Cluster Name	Name of Blocks
Cluster 1	Bishnupur-I, Bishnupur II (Samali & Amtala), Budge Budge I (including Budge Budge Municipality, Pujali Municipality), Budge Budge II, Thakurpukur Maheshtala and Maheshtala Municipality (Mollargate & Matrisadan).
Cluster 2	Bhangar I & II, Sonarpur (Sonarpur Municipality, Fartabad & Kalikapur), Baruipur (Hariharpur, Indrapala & Baruipur Municipality), Joynagar I and Canning I (Canning SD and Ghutiarysharif)
Cluster 3	Basanti (Basanti & Kanthalberia), Gosaba (Gosaba & Coastal), Kultali, Joynagar II and Canning II.

Some Blocks have more than 1 TB Units. These are mentioned in brackets.

- A. The Proposer/agency can propose for either one or more clusters but cannot submit 2 proposals for 1 cluster, neither can submit proposal for any fraction of a cluster. One Agency can be selected for a maximum of 2 clusters out of 3 clusters. However, in case the Proposer applies for two or more cluster, then it shall be required to submit applicable Earnest Money Deposit (EMD) and Performance Security (PS) for respective cluster separately (**see section II for details**).
- B. The official representatives from the Agency are invited to attend the pre-bid meeting at the address mentioned in the Table below.
- C. The Proposals will be opened in the presence of the Proposers' designated representatives who choose to attend. Please note that non-attendance at the pre-bid meeting or proposal opening meeting will not be the cause of disqualification of the proposers.
- D. At any time prior to the deadline for submission of Proposal, Procurement Entity may, for any reason deemed fit by it, modify the RFP document by issuing suitable amendment(s) / addendum to it. Such amendment / addendum will be notified on the e-procurement portal <https://wbtenders.gov.in> only.
- E. Procurement Entity will not accept any Proposal which will be received after the stipulated date and time.

F. Schedule of Events:

S.No	Description	Date and Time	
1.	Name of Work	Request for Proposal for Selection of an Agency for Pick-up & Transportation of biological Samples under NTEP across the district of South 24 Parganas	
2	Location	South 24 Parganas (excluding Diamond Harbor Health district)	
3	Bidding system	Two Bid system	
4.	Method of Evaluation	Quality and Cost Based System (QCBS)	
5.	Publish Date	22.03.2023	
6.	Online documents download start date	22.03.2023 (6pm)	
7.	Queries on RFP (through email only) to be submitted by	Up to 27.03.2023	
8.	Pre bid meeting Date	03.04.2023	
9.	Posting of amendments and clarifications if any	Up to 06.04.2023	
10.	Bid Submission Start Date- online only	07.04.2023	
11.	Bid Submission End Date- online only	14.04.2023	
12.	Bid Opening Date (Technical)	17.04.2023	
13.	Date of PPT round of Agencies qualifying the Responsiveness test(part of Technical evaluation)	25.04.2023	
14.	Uploading of Technically qualified bidders	27.04.2023	
15.	Financial Proposal opening Date	28.04.2023	
16.	Mode of Submission of Proposal	Online on https://wbenders.gov.in	
17.	Pre bid Meeting, Bid Opening, PPT round Place	Office of the Chief Medical Officer of Health- South 24 Parganas, 241, D.P.S Road, Tollygunge, Kolkata-700033	
18.	Product Category	Services	
19.	Proposals Invited By	Office of the Chief Medical Officer of Health- South 24 Parganas, 241, D.P.S Road, Tollygunge, Kolkata-700033	
20.	Website for Downloading RFP document, Corrigendum/ Addendum and any other RFP related information	https://wbenders.gov.in	
21.	Earnest Money Deposit	Cluster Number	EMD Amount (in Rs.)
		Cluster-1	12,000
		Cluster-2	21,600
		Cluster-3	16,800
22.	Performance Security	3 % of the total Project Cost	
23.	Contact phone number and email	dtowbsp@rntcp.org	

Note – Schedule may change in case if any day is declared a Holiday (usually the next working day)

G. No contractual obligation whatsoever shall arise from the RFP document/process unless and until a formal contract is signed and executed between Procurement Entity and the Agency.

H. Procurement Entity disclaims any factual or other errors in the RFP document (the onus is purely on each Proposers to verify such information) and the information provided therein are intended only to help the Proposers to prepare a Proposal in accordance with the terms and conditions as set out in this RFP document/process.

SECTION- II- INSTRUCTION TO AGENCY

A General Information

1) Introduction

- 1.1) Procurement Entity will select an Agency in accordance with the method of selection specified in the RFP. Proposers shall be deemed to have understood and agreed to the Selection Process. Procurement Entity's decisions are final without any right of appeal whatsoever.
- 1.2) The Agencies are invited to submit Technical and Financial Proposals (collectively called as "the Proposal"), as specified in the Schedule of RFP, for the services required for the assignment. The Proposal will form the basis for grant of award of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Scope of Work in Section III.
- 1.3) This Section provides the relevant information as well as instructions to assist prospective Proposer in preparation and submission of Proposals. It also includes the mode and procedure to be adopted by the Procurement Entity for receipt, opening, scrutiny and evaluation of Proposals and subsequent placement of award of contract.
- 1.4) The Agency shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its Proposal including preparation, submission and subsequently processing the same. The Procurement Entity shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.
- 1.5) The Procurement Entity is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to execution of the Contract, without thereby incurring any liability to the Proposers.
- 1.6) Proposal submitted by the Proposer and all subsequent correspondences and documents relating to the Proposal exchanged between the Proposer and the Procurement Entity, shall be written in English language. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.
- 1.7) Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by competent authority, whose decision shall be final.
- 1.8) Registration of Proposer: To participate in the e-tendering process, Proposer is required to get itself registered with State Government Centralized e-Procurement Portal, i.e., <https>. The Proposer is required to visit e-procurement portal.

2) Code of Integrity

- 2.1. The Procurement Entity and all officers or employees of the Procurement Entity, whether involved in the procurement process or otherwise, and Proposers and their representatives or Consultants or Service Providers participating in a procurement process, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 2.2. The Procurement Entity prescribes to uphold the code of integrity, which prohibits officers or employees of Procuring Entity and Proposers, the following:

- i. Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- ii. Any omission, including a misrepresentation that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation.
- iii. Any collusion, Proposal rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- iv. Improper use of information shared between the Procurement Entity and the Proposers with an intent to gain unfair advantage in the procurement process or for personal gain.
- v. Any financial or business transactions between the Proposer and any officer or employee of the Procurement Entity, who are directly or indirectly related to RFP or execution process of contract;
- vi. Any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process
- vii. Any obstruction of any investigation or audit of a procurement process
- viii. Making false declaration or providing false information for participation in -
 - procurement process or to secure a contract
 - disclosure of Conflict of Interest
 - disclosure by the Proposer of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procurement Entity.

2.3. In case of any breach of the Code of Integrity by a Proposer or a prospective Proposer the Procurement Entity after giving a reasonable opportunity of being heard, may take appropriate measures including

- i. exclusion of the Proposer from the procurement process
- ii. calling off pre-contract negotiations
- iii. forfeiture or encashment Earnest Money Deposit
- iv. recovery of payments made by the Procurement Entity along with interest thereon at bank rate
- v. cancellation of the relevant contract and recovery of compensation for loss incurred to the Procurement Entity
- vi. debarment of the Proposer from participation in any future procurements of any Procuring Entity for a period not exceeding three years.

3) Conflict of Interest

3.1. Conflict of Interest for a Procurement Entity or its personnel and Proposers is a situation in which a party has interests that could improperly influence the performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations

3.2. The situations in which a Procuring Entity or its personnel may be in Conflict of Interest include, but are not limited to the following -

- a) Conflict of Interest occurs when the private interests of a Procurement Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
- b) within the procurement environment, a conflict of interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procurement Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procurement Entity or its personnel in a position of obligation.

- c) Conflict of Interest also includes the use of assets of the Procurement Entity including human, financial and material assets, or the use of the office of the Procurement Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procurement Entity or its personnel does not favour.
 - d) Conflict of Interest may also arise in situations where the Procurement Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity.
- 3.3. The situations in which Proposers participating in a procurement process or their representatives may be in Conflict of Interest include, but are not limited to the following –
- a) If they or their personnel or representatives have any relationship or financial or business transactions or interests with any official of the Procurement Entity that are directly or indirectly involved in or related to the procurement process or execution of contract.
 - b) If they receive or have received any direct or indirect subsidy from any other Proposer.
 - c) If they have the same legal representative for purposes of the Proposal.
 - d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the Proposal of another.
 - e) If they have controlling partners in common.
 - f) If a Proposer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way.
- 3.4. In the 'Letter of Technical Proposal' to be submitted by the Proposer, as per format given in **Section IV - Proposal Forms**, all Proposers shall provide a signed statement that the Proposer is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement.
- 3.5. In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit Proposal or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such Proposers must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

4) Eligible Agencies

- 4.1. Proposer should be any legal or other entity including a company registered in India under the Indian Companies Laws or a society registered under Societies Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation unless otherwise specified by the State. Bidders like NGOs and Voluntary Organizations should have registration on DARPAN portal (ngodarpan.gov.in). All for-profit agencies are also required to be following the legal registration.
- 4.2. The Proposer can't be an individual or group of individuals.
- 4.3. The Bidders should not be blacklisted / debarred by any State in India from participating in any project, and the bar subsists as on the date of the Bid.
- 4.4 In the 'Letter of Technical Proposal' to be submitted by the Proposer, as per format given in **Section IV - Proposal Forms**, Proposers shall provide a signed statement that the Proposer fulfils the eligibility requirements given in the RFP document.

5) Right to reject any or all Proposals:

- 5.1 Notwithstanding anything contained in this RFP, the Procurement Entity reserves the right to accept or reject any Proposal and to annul the selection process, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 5.2 Without prejudice to the generality of above, the Procurement Entity reserves the right to reject any Proposal if:
- at any time, a material misrepresentation is made or discovered, or
 - The Proposer does not provide, within the time specified by the Procurement Entity, the supplemental information sought by the Procurement Entity for evaluation of the Proposal.
- 5.3 Such misrepresentation/ improper response by the Proposer may lead to the disqualification of the Proposer. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Proposer gets disqualified/ rejected, then the Procurement Entity reserves the right to consider the next best Proposer or take any other measure as may be deemed fit in the sole discretion of the Procurement Entity, including annulment of the Selection Process.

6) Acknowledgement by Proposer

- 6.1 It shall be deemed that by submitting the Proposal, the Proposer has:
- made a complete and careful examination of the RFP
 - received all relevant information requested from the Procurement Entity
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Procurement Entity
 - satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Proposal and performance of all its obligations there under
 - acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertaking provided by it under and in terms hereof.
- 6.2 The Procurement Entity and/ or its advisors/ officials shall not be liable for any omission, mistake or error on the part of the Proposer in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process, including any error or mistake therein or in any information or data given by the Procurement Entity and/ or its officials.

7) Selection of Agency

- 7.1 Procurement Entity shall be adopting the **QCBS (Quality and Cost Based Selection)** methodology for selection of agency for each division, where in 70% weightage shall be given to technical evaluation score based on the technical Proposals and 30% weightage shall be given to the financial evaluation score based on the financial Proposal.
- 7.2 The contract agreement in each cluster shall be signed at District Level between the Proposer [*whose combined score i.e. technical and financial evaluation is the highest in the concerned cluster(s)*] and Procurement Entity, subject to all conditions laid down in the RFP document.
- 7.3 As part of the evaluation, a Proposer must fulfil the Minimum Qualification Criteria. In case a Proposer does not fulfil the Minimum Qualification Criteria, the Proposal of such a Proposer will not be evaluated further.

B RFP Document

8) Content of RFP

8.1 Unless downloaded directly from the Procurement Entity's e-procurement portal <https://wbtenders.gov.in>, Procurement Entity shall not be responsible for the correctness of the RFP document, responses to requests for clarification, the minutes of the Pre-bid meeting, if any, or amendment(s) to the RFP Document. Proposers are expected to examine all instructions, forms, terms, and specifications in the RFP documents and to furnish with its proposal all information or documentation as is required by the RFP documents.

9) Queries on RFP, Pre bid meeting and Amendments

9.1 Queries on RFP may be sent through email till 5 pm only till 1 day before the pre-bid meeting. Queries will be answered and scope of work will be explained during pre-bid meeting for benefit of all. Dates and venue of respective items are mentioned in Section I. Minutes of the pre-bid meeting will be uploaded on the portal <https://wbtenders.gov.in>.

9.2 The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format shown below:

SN	Page No	Section in RFP	Point number within section	Text provided in RFP	Clarification sought with justification, if any

9.2 To afford the Proposers a reasonable time for taking the amendments into account, or for any other reason, the Procurement Entity may at its discretion extend the proposal submission date and the same shall be binding to all prospective Proposers. Any agency after downloading the RFP document should watch for amendment / addendum if any, on their own, issued in the portal <https://wbtenders.gov.in> and take the same into consideration while preparing and submitting their Proposals. The Procurement Entity will not issue separate communication to them and shall not be responsible in any manner if prospective Proposers miss any notifications.

C Preparation of proposals

10) Preparation

10.1 Agencies are requested not to submit any hard copies.

10.2 The Technical Proposal should provide the documents as prescribed in this RFP. If required Procurement entity may ask for additional information (only historical information). No information related to financial proposal should be provided in the technical proposal.

10.3 The RFP shall be duly signed and approved by the authorized person / appropriate authority, at the appropriate places as indicated in the RFP documents and all other pages of the RFP including printed literature, if any shall be initialled by the same person(s) signing the RFP. The RFP shall not contain any erasure or overwriting. The entire document should be page numbered. The Authorization Letter shall also be furnished along with the RFP.

10.4 Proposers should note the last date of Proposal submission

10.5 A person signing (digitally) the RFP form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on

enquiry, it appears that the persons so signing had no authority to do so, the Procurement Entity may take any appropriate actions.

10.6 Financial Proposal: While preparing the Financial Proposal, Proposers are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the assignment.

- a. The Proposer will be required to download the financial Proposal file, from e-tendering portal and quote the prices in prescribed format before uploading it. The Proposer(s) shall not rename the financial Proposal files downloaded. If a Proposer quotes, "Nil" charges in consideration, the Proposal shall be treated as unresponsive and shall not be considered.
- b. All the costs associated with the procurement shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel, accommodation, travel, transportation, equipment, printing, primary or secondary data collection, meetings, documentations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- c. The Financial Proposal shall consider all the expenses and tax liabilities and cost of insurance specified in the work order/Contract (as the case may be), levies and other impositions applicable under the prevailing law. Further, all payments shall be subjected to deduction of taxes at source as per applicable laws.
- d. **For each cluster, the agency must quote a price per day for transportation services provided, in Indian rupees. Maximum number of days for which invoice can be raised should not exceed 250 for 1 year.** Agency may provide services (Transportation, attending meetings, monitoring etc) on as many days possible in a year (may be more than 250), but the calculation for payments would be up to 250 days in a year. So, Agency must budget the entire one year's expectations factoring adjustments, pro-rata disbursements and penalties if any, within the 250 days in one year.
{For eg- Agency expects 10 lakh for 1 year activity. So, the bid amount will be= 10 lakh / 250 days ie Rs 4000 / day}

10.7 The rates quoted shall be considered for first year operations. For subsequent years, market adjusted increased rate will be considered as per mutual consent of both parties, if contract is renewed.

10.8 Proposers shall express the price of their services in Indian Rupees only.

11) Documents establishing the compliance of Scope of Services

11.1 To establish the conformity of the services to the RFP document, the Proposer shall furnish as part of its Proposal a detailed work plan, demonstrating substantial responsiveness to the Scope of work.

11.2 Standards of the services specified by the Procurement Entity in the Scope of work, are intended to be indicative and not exhaustive.

12) Period of validity of Proposals

12.1 The price offered in the financial proposal by the Proposer is for the applicable geography and shall be valid till one year from the issuance of work order. The validity may be extended as per mutual consent, if contract is renewed.

12.2 In exceptional circumstances, prior to the expiration of the proposal validity period, the Procurement Entity may request Proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing. A Proposer may refuse the request without forfeiting its bid security. A Proposer granting the request shall not be required or permitted to modify its Proposal.

13) Earnest Money Deposit (EMD)

13.1 The Proposal must be accompanied by **Earnest Money Deposit (EMD)** in favor of “CMOH, South 24 Parganas” payable by-

- a) Net banking (any of the banks listed in the ICICI Bank gateway) in case of payment through ICICI bank Payment Gateway.
- b) RTGS/NEFT in case of offline payment through bank account in any bank.

Cluster Number	EMD Amount (in Rs.)
Cluster-1	12,000
Cluster-2	21,600
Cluster-3	16,800

Payment by Net Banking:

- On selection of net banking as payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a UNIQUE ID) where he will select the bank through which he/ she wants to do the transaction.
- Bidder will make payment after entering his/her Unique ID and password of the bank to process the transaction.
- Bidder will receive a confirmation message regarding success / failure of the transaction.
- If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R N Mukherjee Road, Kolkata for collection of EMD / Tender fees.
- If the transaction is failure, the bidder will again try for payment by going back to the first step.

Payment through RTGS/ NEFT:

- On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having details to process RTGS/NEFT transaction.
- The bidder will print the challan and use the pre-filled information to make RTGS / NEFT payment using his bank account.
- Once payment is made , the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT / RTGS process to complete , in order to verify the payment made and continue the bidding process.
- Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- But if the payment verification is unsuccessful, the amount will be returned to bidder's account.

13.2 The payment of EMD is not applicable to the entities falling under Micro, Small & Medium Enterprises (MSME) and the firms registered with concerned Ministries/ Departments. All the Proposers who are eligible to avail the exemptions for EMD, must upload/provide the exemption certificate with RFP document.

13.3 Other than above-cited entities, no Proposer is exempted from submitting the EMD as mentioned in the RFP document. Proposals without EMD shall be summarily rejected.

13.4 EMD should not be issued on a date later than the last date for submission of online Proposal document.

13.5 The successful Proposer's EMD will be discharged after signing the Contract and submitting the performance security deposit as stipulated.

13.6 The EMD shall be forfeited:

- a). If a Proposer withdraws its Proposal during the period of Proposal validity.
- b). In case of a successful RFP, if the Proposer fails
 - i). To sign and return the duplicate copy of Letter of Intent (LOI)
 - ii). To sign the Contract in accordance with terms and conditions OR
 - iii). To furnish performance security deposit as per RFP OR
 - iv). Engages in any practices as outlined in **Section A2 and E20**

D Submission and opening of Proposals

14) Submission of Proposals

14.1 Proposals are to be mandatorily uploaded (virus scanned) through online mode to the eProcurement Portal <https://wbtenders.gov.in> for the technical and financial Proposals. Each Proposer is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of Proposals and use that to submit proposals. Once uploaded, the documents will get encrypted (transformed into non-readable formats).

14.2 The tender is to be submitted online in a 2(Two) Bid System- Technical Bid and Financial Bid.

1) Technical Bid- To be submitted in following two (2) covers-

A-1 Statutory Technical Cover (in PDF)-- (single file multiple page scanned) The following scanned documents uploaded should be legible and readable and not be repetitive. Only original digitally signed versions must be uploaded:

- a. Proposal covering letter, as per **Annexure – 1** (Section V)
- b. Authorization Letter for signing of Proposal in favour of signatory to RFP documents as per **Annexure 2** (Section V)
- c. Particulars of the Proposers organisation, as per **Annexure – 3** (Section V)
- d. Declaration by Proposer as per **Annexure 4** (Section V)
- e. Affidavit for experienced manpower by the agency/Proposer as per **Annexure 5** (Section V)
- f. Unconditional undertaking in **Annexure 6** (Section V)
- g. Proforma For Bank Guarantee for Performance security as in **Annexure 7** (Section V)
- h. Evidence that EMD has been submitted online has to be attached.

A-2 Non-Statutory technical documents (in PDF)--(single file multiple page scanned) The following scanned documents should be uploaded in **My Documents** and be legible and readable and should not be repetitive.

- a. Letter of Technical Proposal- **Proposal form 1** (Section V)
- b. Proposer Information form- **Proposal form 2** (Section V)- Mandatory documents to be submitted for evidence of Qualification are listed in the table in point number 23.1 (**Refer Section II E**)
- c. Format for experience and capabilities- **Proposal form 3** (Section V)
- d. Proposed concept plan of executing the project in the cluster applied for- **Proposal form 6**(Section V). Slight variation may be allowed.

Note: For Agencies bidding for more than 1 cluster, the concept plan for each cluster must be submitted one after the other (in the same single file multiple pages scanned). All other documents for Technical bid (A1 and A2) must be submitted only once.

2) **Financial Bid (Bill of Quantity)**- should contain the following documents in a single cover-

- a. Bill of Quantities (BOQ) in which the bidder is to quote the rate online through computer in the space marked for quoting rate in the BOQ. Only downloaded copies of the above Documents are to be uploaded virus scanned & Digitally Signed by the bidder.
- b. The Financial Proposal and Form of Price Schedule must be included in Financial Bid (**Proposal 4 and 5**, Section V) as single file, multiple pages scanned.

Note: For Agencies bidding for more than 1 cluster, one rate must be quoted for each cluster in one BOQ format.

14.2 No extra documents are to be uploaded. Bidders are also requested to check the quality of the scanned documents before uploading. Any document or its part, found illegible, will be treated as blank document & will not be reckoned as valid document.

14.3 For each cluster, the agency must quote a price per day for transportation services provided, in Indian rupees. Maximum number of days for which invoice can be raised should not exceed 250 for 1 year. (**Section II C 10**)

15) Deadline for Submission of Proposals

15.1 The date of submission and opening of Proposals shall not be extended except when –

- a). enough Proposals have not been received within the given time and the Procurement Entity is of the opinion that further Proposals are likely to be submitted if time is extended; or
- b). the RFP is required to be substantially modified because of discussions in pre-bid meeting or otherwise and the time for preparations of Proposals by the prospective Proposers appears to be insufficient for which such extension is required.
- c). Or as decided by the competent authority of Procurement Entity.

16) Opening of Proposals

16.1 Each Proposal received shall be opened by the Proposal Opening Committee in the presence of the Proposers or their authorised representatives who choose to be present. However, non-attendance of the Proposer in the meeting will not be the cause of disqualification

16.2 The Procurement Entity will open the proposals at the specified date and time. In case the specified date of proposal opening falls on / is subsequently declared a holiday or closed day for the Procurement Entity, the proposals will be opened, on the next working day.

16.3 The Proposal opening committee shall announce the following details-

- (a) The name of the Proposer and whether there is a substitution or modification;
- (b) any other details as the Committee may consider appropriate.

16.4 No Proposal shall be rejected at the time of Proposal opening except late Proposals.

16.5 The Proposal Opening Committee shall prepare a record of the proceedings of the Proposal opening that shall include the name of the Proposers and whether there is a withdrawal, substitution, or modification.

E. Evaluation of proposals

17) Basic Principles

- 17.1 Proposals will be evaluated based on the instructions given in terms & conditions already incorporated in **Section II E**.
- 17.2 Information relating to the evaluation of Proposals and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with the bidding process until information on Contract Award is formally communicated to all Proposers
- 17.3 Any effort by a Proposer to influence the Procurement Entity in the evaluation or contract award decisions may result in the rejection of its Proposal.

18) Preliminary Scrutiny and Determination of Substantial Responsiveness of Proposals

- 18.1 The proposals will be scrutinized by the Proposal Evaluation committee appointed by the Procurement Entity, to determine whether they are complete and meet the essential and important requirements, conditions and whether the Proposer is eligible and technically qualified as per criteria laid down in this RFP. The Proposal Evaluation Committee shall conduct a preliminary evaluation of the Proposals at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
- a). that the Proposal is signed, as per the requirements listed in the Proposal documents
 - b). that the Proposal has been sealed as per instructions in the RFP documents
 - c). the Proposal is valid for the period, specified in the RFP documents
 - d). that the Proposal is unconditional (unconditional undertaking as per Annexure- 6)
 - e). that the Proposer has agreed to give the required performance security; and
 - f). Proposers must meet the eligibility and qualification requirements given in the RFP document.
- 18.2 The Proposals shall be examined to determine their substantial responsiveness, in particular, to confirm that all requirements of RFP Documents have been met without any material deviation, reservation or omission where;
- “deviation” is a departure from the requirements specified in the Proposal documents;
 - “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Proposal Documents; and
 - “omission” is the failure to submit part or all of the information or documentation required in the Proposal documents.
- 18.3 A “material deviation, reservation, or omission” is one that,
- a). If accepted shall: -
 - (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Proposal documents; or
 - (ii) limit in any substantial way, inconsistent with the Proposal Documents, the rights of the procurement entity or the obligation of the Proposer under the proposed contract; or
 - b). if rectified would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals;
- 18.4 The Proposal Evaluation Committee shall regard a Proposal as substantially responsive if it conforms to all requirements set out in the RFP document, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the RFP document, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the Proposal;

- 18.5 The Proposal Evaluation Committee may waive non-conformities in the Proposal that do not constitute a material deviation, reservation or omission and deem the Proposal to be responsive.
- 18.6 The Proposal Evaluation Committee may request the Proposer to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, or any other documents etc. within stipulated time provided by the committee. Failure of the Proposer to comply with the request within the stipulated time shall result in the rejection of its Proposal.
- 18.7 Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation.
- 18.8 The Proposals, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of the Procurement Entity as to whether the Proposer is eligible and qualified or not and whether the Proposal is responsive or not shall be final and binding on the Proposers.
- 18.9 Technical proposals will be opened only of responsive Proposers. Financial Proposals of only those Proposers, who qualify on technical Proposal, will be considered and opened.**

19) Clarification of Proposals

- 19.1 To facilitate evaluation of Proposals, the Procurement Entity may, at its sole discretion, seek clarifications in writing from any Proposer regarding its Proposal that may or may not be taken into consideration. Only historical documents may be asked for clarification.
- 19.2 At any point in time during the bidding process, if required by the Procurement Entity, it is the Proposers' responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Procurement Entity. If no response is received by due date, the Procurement Entity, shall evaluate the offer as per available information. The technical evaluation committee of the Procurement Entity can verify the facts and figures quoted in the Proposal. The Procurement Entity reserves the right to conduct detailed due diligence of the information provided by the Proposers for technical and financial evaluation.
- 19.3 No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial Proposals
- 19.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Proposer, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances.
- 19.5 All communication generated as above shall be included in the record of the procurement proceedings.

20) Fraud and Corrupt Practices

- 20.1 The Proposers and their respective staff shall observe the highest standard of ethics during the selection process. The Procurement Entity may reject an application if the Proposer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the selection process. Such Proposer shall not be eligible to participate in any RFP issued by the Procurement Entity during a period of 3 (three) years from the date such practice has been found.
- 20.2 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions 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 the Procurement Entity who is or has been associated in any manner, directly or indirectly, with the Selection Process.
- (ii) **“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.
- (iii) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process.
- (iv) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Procurement Entity with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
- (v) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

21) Fulfilment of the Qualification Criteria

21.1 As part of the evaluation, a Proposer must fulfil the Minimum Qualification Criteria. In case a Proposer does not fulfil the Minimum Qualification Criteria, the Proposal of such a Proposer will not be evaluated further.

22) Qualification Criteria

22.1 The qualification criteria for a Proposer to qualify for technical Proposal evaluation are listed below:

SN	Eligibility criteria for Proposers per cluster	Mandatory Documents to be submitted as evidence
Recommended Criteria		
1	Proposer should be any legal or other entity including a company registered in India under the Indian Companies Laws or a society registered under Societies Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation unless otherwise specified by the State. All for-profit agencies may also apply and provide copy of registration certificate.	Self-attested copy of certificate of registration under any other law applicable under the laws of India.
2	Certified copy of the MoA / deeds / bye-laws or such other document evidencing vision, mission, objective and rules and regulations	Self-Attested copy of the MoA / deeds / bye-laws or such other document evidencing vision, mission, objective and rules and regulations

SN	Eligibility criteria for Proposers per cluster	Mandatory Documents to be submitted as evidence								
3	<p>Proposer should have at least some experiences in transporting biological samples OR at least 6 months experience in transporting non- health goods/ items/ samples OR have experience with projects with contract period of at least 6 months in Health and/or social sector with public and/or private agencies in the District/ State in the last 5 years up to due date for submission of Proposal. Proposer should submit necessary documents in support of fulfilment of Proposer's qualification, along with its Proposal.</p> <p><i>Preference will be given to the organization who have experience of working in Tuberculosis program</i></p>	<ul style="list-style-type: none"> • Registration document showing incorporation of the Proposer and Self Declaration by the Director/ Partner/ CEO or Authorized Signatory of the Proposer. • Copy of Agreement / Work Order / Letter of Notification of Award; and • Client's Certificate on satisfactory completion and/or satisfactory progress report of project 								
4	<p>The Proposer should have a Positive Net Worth in the last Three (3) Financial Years (i.e. 2019-20, 2020-21 & 2021-22)</p> <p>However, in case of non-profit organizations may have negative net worth.</p>	<p>Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Proposer for the stated financial years.</p>								
5	<p>The Proposer must have average annual turnover of-</p> <table border="1"> <thead> <tr> <th>Cluster</th> <th>Cluster-1</th> <th>Cluster-2</th> <th>Cluster-3</th> </tr> </thead> <tbody> <tr> <td>Turn-over</td> <td>600000</td> <td>1080000</td> <td>840000</td> </tr> </tbody> </table> <p>in the last three (3) Financial Years (2019-20, 2020-21, 2021-22).</p> <p>In case a bidder is bidding for more than one cluster, average annual turnover should be atleast 80% of the combined turnover set for the clusters the bidder is bidding for. (For example if a bidder is bidding for cluster 1 and 2, his or her average annual turnover should be Rs. 11,52,000/-).</p>	Cluster	Cluster-1	Cluster-2	Cluster-3	Turn-over	600000	1080000	840000	<p>Audited balance sheet and</p> <p>(a) Statement of Income and Expenditure account. (if the Proposer is for non-profit entity)</p> <p>(b) Statement of Profit and Loss (if the Proposer is for profit entity).</p>
Cluster	Cluster-1	Cluster-2	Cluster-3							
Turn-over	600000	1080000	840000							
6	<p>Certification of 12A and/or 80G Registration</p>	<p>Valid Certificate of 12A and/or 80G Registration (submit documented proof), if applicable</p>								
7	<p>Self-attested copy of Certificate issued by the appropriate authority valid as on date of submission of RFP documents.</p>	<p>Self-attested copies of</p> <ol style="list-style-type: none"> 1. PAN Card 2. GST Registration Certificate (if applicable) 3. GST Exemption Certificate (in any) 4. Copy of Income Tax Return (with computation) filed and submitted by the Proposer for three financial years FY 2019-20, 2020-21 & 2021-22. 5. ESI & EPF registration certificate (if applicable). 6. MSME Registration Certificate (if applicable) 								
8	<p>Policies and Procedures of the Proposer</p>	<ol style="list-style-type: none"> 1. Accounting/Financial policies 2. Internal control policies, risk matrix and procedures 3. Procurement guidelines 4. HR and Administrative Policies 								
9	<p>The Proposer must not be (i) Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self Government body or public sector undertaking in India for participation in future Proposals for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online Proposal document.</p>	<p>Affidavit attested by Notary Republic or sworn before Executive Magistrate</p>								

SN	Eligibility criteria for Proposers per cluster	Mandatory Documents to be submitted as evidence
10	The Proposer shall inform Procurement Entity of any such pending suits/ enquiry/ investigation against the Proposer in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP	Undertaking to be submitted on a non-judicial stamp paper
11	The Proposer shall declare all ongoing litigations, if any.	Self-Declaration on Company Letter Head
12	The Proposer should be registered on the Gol portal, DARPAN, https://ngodarpan.gov.in/ maintained by NITI Aayog, Govt. of India.	Proof of registration on NGO – DARPAN portal
13	Unconditional undertaking	Undertaking to be submitted on a non-judicial stamp paper
Additional criteria/document		
1	Copy of last three years Annual Reports	
2	Proof of annual documents submission to registrar of societies/trusts/companies/ registrar of companies	
3	Evidence of local office premises or declaration for establishment of local office premise in the district of the State where it wants to operate once contract is awarded.	
4	Any other relevant detail, statutory requirements and compliance -PF, IT/GST, ESI, LWF, PT (if applicable)	
5	Such other document/s as may be relevant at the point of assessment.	
6	<p>A project proposal regarding “Selection of an Agency for Pick-up & Transportation of biological Samples under NTEP across the district of South 24 Parganas”-</p> <ul style="list-style-type: none"> Understanding of the activities Approach & Methodology HR structure and hiring plan Understanding of timelines Reporting methods proposed Method of detecting whether TAT is maintained Outline the method of communication among pick-up and drop-off points Any challenges expected, their detection and resolution 	

23) Technical Evaluation

23.1 The committee (“Evaluation Committee”) appointed by the Procurement Entity will carry out the evaluation of Proposals based on the following evaluation matrix. If required, the Procurement Entity may seek specific clarifications from any or all Proposer (s) at this stage. Technical evaluation of only those Proposer(s) shall be carried out of those meeting all the defined minimum pre-qualification criteria. After the technical evaluation each Proposal will be given a technical mark as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

23.2 Technical Criteria (70%)

SNo.	Evaluation Parameters		Marks
1	Organization Capability and prior experience:	<p>For transportation of any biological Samples (public or private) with or without transportation of Non-biological Samples</p> <p>Bidder with experience > 2 year – 20 Marks</p> <p>Bidder with experience 6m to 2 years – 15 Marks</p> <p>Bidder with experience < 6m – 10 Marks</p> <p>For transportation of Non-biological Samples / items (public or private) with no experience in biological Samples</p> <p>Bidder with experience of more than 2 years - 15 marks</p> <p>Bidder with experience of 6m to 2 years - 10 marks</p> <p>Experience in working with health sector / other social sector (public/private) with or without experience in sample / items transportation</p> <p>Bidder with experience > 2 year – 15 Marks</p> <p>Bidder with experience 6m to 2 years – 10 Marks</p>	20
		<p>Bidder has experience in working with National TB Elimination Program-NTEP</p> <p>Yes-5marks No-0 marks</p>	5
		<p>Supporting Documents:</p> <p>i. Copy of Contract/Purchase orders along with project satisfactory completion certificate issued by each client. Also provide brief description of services performed under each contract.</p> <p>ii. The bidder is expected to submit details (1 page) of past work to evaluate if the work is relevant & similar based on:</p> <ol style="list-style-type: none"> 1. Whether past work related to transportation of clinical samples 2. Whether samples were transported in cold chain 3. Whether reporting of samples was done 	
2	Presence in the quoted district	<p>Agency has presence in the quoted cluster / district / state, presence in terms of office and having experience of conducting any health related projects / transportation of items activities</p> <ul style="list-style-type: none"> • Present in district + worked with Health / social sector program - 20 • Present in district + not worked in Health / social sector - 15 • Not present in district + worked with Health / social sector program - 15 • Not present in district + not worked in Health / social sector – 10 	20
3	Approach, Methodology and Workplan with Timelines	<p>In order to evaluate that the Bidder has understood the project plan and timelines, the Bidder must submit in their proposal a detailed approach, methodology & work plan that outlines various activities they will undertake to start setting up of the project right from mapping, recruitment and timelines for coverage of sites, for each of the clusters applied separately</p> <p>Evaluation is based on:</p> <p>Understanding of the activities (5 marks) Approach & Methodology (5 marks)</p> <p>Hiring plan and HR structure (5 marks) Understanding of timelines (5 marks)</p>	20
4	Tracking system and reporting	<p>The Bidder must provide in their proposal</p> <ul style="list-style-type: none"> • Reporting methods- to determine whether transporters are visiting all collection points in desired frequency (5 marks) • Method of detecting whether turnaround time is maintained (5 marks) 	10
5	Communication	<p>The Bidder should set-up a method to communicate with the sample pick-up sites to coordinate pick-up and deliveries and any concern</p> <ul style="list-style-type: none"> • Outline the method 	10
6	Trouble shooting capacity	<p>The Bidder needs to outline</p> <ul style="list-style-type: none"> • any challenges they expect (2 marks) • How they will detect the problem (1 marks) • How to resolve the problem in a timely manner (2 marks) 	5
7	Technical Presentation	<p>Technical presentation and discussion with pre-qualified bidders to check the technical capability and strength of the bidder to execute the project</p>	10

24) Final Selection

- 24.1 Technical Proposal of responsive and qualified Proposers shall be evaluated before opening the Financial Proposal.
- 24.2 The technical score would be calculated for each Proposer by the Procurement Entity and all the Proposers who gets a minimum of 60 marks out of 100 (must get minimum 25 marks for 3+4+5+6+7 serial numbers in the table) would be considered as technically qualified bidder.
- 24.3 Procurement Entity shall adopt the QCBS (Quality and Cost Based Selection) methodology for selection of agency for each cluster / district: where in 70% weightage shall be given to technical evaluation score based on the technical Proposals submitted by the Proposer and 30% weightage shall be given to the financial evaluation score based on the financial Proposal submitted by the Proposer.
- 24.4 In case of two or more Proposers quoting the same value, the Proposer having the higher annual average turnover as per the eligibility criterion would be the first in sequence.
- 24.5 The combined score of the technical and financial evaluation of the technically qualified Proposers as per the eligibility criteria, shall be calculated as per the formula:

$$\text{Score (S)} = (\text{T/T High} \times 70) + (\text{C Low/C} \times 30)$$

Where:

T = Technical evaluation score of the Proposer

T High = Highest Technical score amongst the Proposers

C Low = Lowest quote of financial Proposal amongst the Proposers

C = Quote of financial Proposal by the Proposer.

And the Proposer, securing the highest score shall be shortlisted for the concerned assignment.

For example,

Three Proposer(s) A, B and C, have applied for a particular assignment. Technical score shall be arrived at by treating the marks of the Proposer scoring the highest marks (assuming Proposer A) in the technical evaluation as 100. The technical score of other Proposers (B, C etc.) shall be computed using the formula:

$$\text{Technical Score} = \text{Marks of B} / \text{Marks of the Highest Scorer (Assumed Proposer A)} \times 100.$$

Similarly, financial score of the Proposers shall be arrived at taking the cost quoted by the L1 (Lowest Proposal quoted) Proposer i.e., let the lowest quoted Proposer be C, as 100. Marks of the other Proposers shall be calculated using the formula:

$$\text{Financial Score} = \text{Cost of L1 Proposer} / \text{Cost quoted by Proposer X} \times 100.$$

A "combined score" shall be arrived at, taking into account both technical and financial scores of each Proposer with a weightage of 70% for technical score and 30% for Financial score. The successful Proposer shall be the one who has the highest combined score. For example,

Proposer	Technical Marks - as scored in technical evaluation	Technical Score (Marks of Proposer/ Marks of the Highest Scorer X 100)	Technical Weightage (70%)	Quoted Value (In INR)	Financial Score (Cost of L1 Proposer /Cost quoted by Proposer X 100)	Financial Weightage (30%)	Combined Score (Tech Weightage + Fin. Weightage)
A	80	$(80/90)*100 = 88.889$	$88.889*70 /100 = 62.222$	2500	$(2500/2500)*100 = 100$	$100*30/100 = 30$	92.222
B	85	$(85/90)*100 = 94.444$	$94.444*70 /100 = 66.111$	2600	$(2500/2600)*100 = 96.154$	$96.154*30 /100 = 28.846$	94.957
C	90	$(90/90)*100 = 100$	$100*70/100 = 70$	2800	$(2500/2800)*100 = 89.286$	$89.286*30 /100 = 26.786$	96.786

Hence, Proposer C, with the highest score of 96.786 becomes the successful Proposer.

24.6 The selection/ allocation of the cluster would happen based on the following below mentioned criteria:

(i) Each responsive agency will be ranked on the basis of Technical evaluation for each cluster separately. The Financial bids would be opened for all technically qualified Proposers (**point 24.2**). Calculations will be made according to the above table for all clusters separately. For each cluster, Proposer will be ranked as S1, S2, S3.... according to the combined score (Technical + Financial) up to 3 decimal places in descending order (ie Proposer with highest combined score is S1). In the above example, Proposer C is S1.

(ii) If One Agency qualifies as S1 for all the 3 clusters, then the Agency will be given an option to choose any 2 clusters. After the choice, the remaining cluster will then be offered to S2 of that cluster.

(iii) After the first round of selection, the qualified agency (one who gets the highest combined score-S1) for each cluster will be offered the Letter of Acceptance. If S1 refuses, S2 may be asked to take up the cluster. However, if S2 also refuses, that cluster may or may not be offered to any agency. In case S2 is the qualified agency for a cluster, and refuses to take up, S3 may be asked to take up. If S3 refuses, that cluster may or may not be offered to any agency

24.7 In case of more than one Proposer with equal highest score up to 3 decimals in a cluster, then the Proposer with the highest financial score shall be declared as the shortlisted Proposer for the cluster.

24.8 The Procurement Entity reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.

25) Procurement Entity's Right to Accept Any Proposal, and to Reject Any or All Proposals

25.1 The Procurement Entity reserves the right to accept or reject any Proposal, and to cancel / annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to the Proposers for which the Procurement Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all Proposals submitted and specifically, EMD, shall be promptly returned to the Proposers.

F Award of Contract

26) Award Criteria

26.1 The Procurement Entity shall award the Contract to the Proposer whose Proposal has secured highest total combined score during evaluation of Proposals.

27) Notification of Award- Letter of Intent

27.1 Prior to the expiration of the period of Proposal validity, the Procurement Entity shall notify the successful Bidder(s), in writing, that its Proposal has been accepted by issuing the "Letter of Intent" (LOI), briefly indicating there in the essential details like description of services and corresponding prices accepted subject to the contract agreement to be signed between the parties "*floated from this RFP*" having the terms and conditions etc., therein. The Proposer shall within 7 days of issue of the Letter of Intent, give his acceptance in writing

28) Performance Security (PS)

28.1 The successful Proposer shall as security for the due and faithful performance and discharge of all its Service-related obligations set out in terms of this RFP, furnish to the Procurement Entity, a Performance Security (PS) within 21 days of signing the LOI, for the concerned cluster(s), before signing the contract agreement.

28.2 The PS will be in the form of a bank guarantee from a scheduled commercial bank in India in favour of "CMOH, South 24 Parganas" for an amount equivalent to 3% of the contract value for the first year. Proforma to be used for bank guarantee is in **Annexure 7**. The bank guarantee must be valid up to 60 days beyond completion of all contractual obligations to the Procurement Entity for the cluster.

Contract Value for 1 year = Quoted fee per day x 250 days as per clause in **Section C, 10** for each cluster

If contract is renewed, Agency shall annually renew the PS amount or furnish fresh security amount to match the performance security value for the year in consideration. The PS for the subsequent year will be revised considering escalation over the first-year fee per day. For example- in Year 1, if the contract value is Rs. 15 Lakh for 1 cluster, then the PS would be 3% of 15 lakh= Rs 45,000. In Year 2, if targets are revised, let us assume the contract value is Rs. 20 Lakh, then the PS would be = Rs 60,000. Subsequent PS must be submitted 30 days before lapse of the original one.

28.3 Failure of the successful Proposer to submit the above-mentioned PS or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event the Procuring Entity may award the Contract to the next successful Bidder, whose Proposal is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

28.4 If the Agency violates any terms and conditions of contract in any manner, the PS shall be liable for forfeiture and the contract may also be cancelled / terminated. Further the Agency may be debarred from participating in similar projects for 2 years.

28.5 The PS shall be returned to the Agency 60 days after the expiry of contract or termination of contract. Proposer shall not be entitled for any interest on PS.

29) Signing of Contract

29.1 The contract agreement will be signed between CMOH-SPG and the selected Agency for each cluster within 21 days of the issue of the Letter of Intent. The stamp duty and registration charges, if any, payable on the contract agreement will be borne by the selected agency.

30) Exclusion of Proposal/ Disqualification

30.1 Procurement Entity may exclude or disqualify a Proposal if:

- a) The information submitted, concerning the qualifications of the Proposer, was false or constituted a misrepresentation; or
- b) The information submitted, concerning the qualifications of the Proposer, was materially inaccurate or incomplete; and
- c) The Proposer is not qualified as per pre-qualification/ eligibility criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by committee
- d) The Proposal materially departs from the requirements specified in the Proposal or it contains false information
- e) The Proposer submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the NHM or other governmental authority a gratification in any form or any other thing of value to unduly influence the Selection Process
- f) A Proposer, in the opinion of the Procurement Entity, has a conflict of interest materially affecting fair competition.
- g) A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

31) Start of the services

31.1 The agency is expected to have an office in South 24 Parganas district and shall recruit and depute the human resource (Transporters) in full conformity to the contract, within 30 days from the date of signing of the contract agreement with the Procurement Entity. If the services are not rolled-out within this timeline, Procurement Entity or the authorities decided by Procurement Entity may impose a penalty of INR 500/- per day of delay.

31.2 Collection of samples in each area (in a cluster) must start as soon as the area Transporter is engaged and not wait till all the areas of a cluster is covered. Transporters must see to it that desired number of sample per cluster can be transported for tests to laboratories.

31.3 If agency fails to start the services beyond 45 days, the contract may be terminated, and the selected agency may be blacklisted and might result in forfeiture of performance security/bank guarantee to which, the selected agency shall have no claims. In such a case, the Procurement Entity shall be at freedom to negotiate with S2, and then S3... (in this order) responsive proposers for the concerned cluster with their consent to enter into an agreement with the Procurement Entity, for providing services as mentioned in the tender document, at the rate quoted by the last service provider.

SECTION III- SCOPE OF WORK

1) Objective

The purpose of this RFP is to engage agencies for providing services under various clusters mentioned in the RFP for sample pick-up and transportation for TB testing.

2) Background of the Proposal

One of the strategic pillars of the State Strategic Plan "TB Mukto Bangla" is 'Detect' which focuses on creating a comprehensive, high - quality TB diagnostic network to accurately and rapidly diagnose TB and link the patients with appropriate and timely treatment.

A presumptive TB needs to be diagnosed and a clinically diagnosed TB needs to be bacteriologically confirmed. A series of tests are required after TB is detected to establish drug resistance pattern. These include smear microscopy, NAAT tests and drug susceptibility testing (DST) using Genotypic and Phenotypic assays. To allow NTEP to carry out all tests in a prompt manner, a strong sample pick-up and transportation is required from place of collection from patients to the place of required laboratory testing. This will also help in avoiding or reducing travel time for patients as well as minimize loss in referral. Delays or absence of these mechanisms leads to delay in prompt diagnosis and treatment initiation thus, adding to further transmission of infection.

This RFP is to strengthen the sample pick-up and transportation systems to improve access to TB diagnostic services. It will link various levels of healthcare facilities (Institutional and Community based) with sample transportation. To implement this CMOH-SPG is inviting proposal from perspective Agencies for transporting biological sample for TB diagnosis and follow up examinations in the district of South 24 Parganas (excluding Diamond Harbour Health district).

3) Scope of Work

The scope of work will include physical pick-up, transportation and delivery of biological samples along with required documents and reporting outlined by CMOH-SPG. The transportation of samples for TB testing requires cool temperature while transportation, timely delivery at right place and maintaining correct identification of samples while taking adequate biosafety precautions. While picking up samples, it must be ensured that the samples were packaged and stored in an appropriate manner before pick-up. Samples are usually collected from presumptive TB cases-

- by ASHA in the community at the rate of 3 per ASHA per month and deposited at either Su-swasthyakendra (HWC) or nearest PHC
- by CHOs or ANMs when such cases come to HWC / Sub-centers
- At any Health establishment (public or private).

Samples collected at community levels are pulmonary ones, whereas samples at any health institutions may be Pulmonary or extra-pulmonary. From presumptive TB cases two samples are collected. These samples must be taken to nearest Microscopy or NAAT center for diagnosing TB. If a positive result is obtained from the 1st sample, the 2nd sample is reflexly sent to another lab for further tests to know the drug resistance patterns. Hence some samples are transported from one Microscopy center to another Health institution for NAAT testing. For LPA, Liquid culture and other tests some samples must be transported from Health institutions to Intermediate Reference Laboratory at Belegkata, Kolkata. It is important that the transfer occurs at the earliest possible time to get desired results and patients can be started on appropriate medicines.

Usually, two follow up sputum tests are done by Microscopy for Microbiologically confirmed cases during treatment. Number of samples collected for presumptive TB cases is two and that for Follow up is one.

A) Role of Agency

1. Recruit adequate personnel (Sample transporters) **preferably possessing two-wheelers, having smart (Android) mobile phones and residing within the cluster.** Transporters who will cover shorter distance (as in municipalities) may travel by bicycle. They should be qualified enough to be able to maintain records and report as per needs of program.
2. A retainer fee must be paid to transporters to prevent attrition and thus preventing wastage of time in training, retraining, planning and replanning.
3. Undergo training on sample transportation and adhere to NTEP guidelines.
4. Transport specimen from identified pick-up centres (either in public or private health facilities or from community- Su-Swasthyakendra, Panchayat HQ sub-centres) to the linked TB laboratory as per NTEP guidelines.
5. Samples must reach the lab within 24 hours of collection from patient. For samples to be deposited in far off labs like IRL or other blocks and due to some unforeseen reasons cannot be transported within 24 hours, it is preferable to pick up sample from pick-up points and deposit to a nearest TB lab for refrigeration if required. In the latter case, sample must reach the destination (IRL, distant lab) within 48 hours. However, this delay can be allowed for 2% samples only.
6. Samples collected from patients up to 12 Noon must be picked up and transported on the same day. Samples collected after 12 Noon may be picked up the next morning and deposited to the lab before 12 Noon. However, as far as practicable samples collected after 12 Noon may also be deposited to Lab on the same day.
7. Each pick-up point must be visited by Transporter at least twice a week on two different days. However, during course of activity, it will be seen that few centers may have to be visited more than twice a week. Note that even if a pick-up point is visited more than once on a single day, it will be counted only once for payment purposes.
8. Agencies will be supplied with transportation boxes as per specifications by NTEP. Agency must ensure cool chain transfer of samples.
9. Maintain specimen transportation record and get it signed every day at pick up points and laboratory (drop-off points). One signatory of the day should be a representative of NTEP.
10. Ensure that sample is labeled, packed properly and annexure 15 A is filled before picking up sample.
11. One or two locations may be fixed in each cluster, from where samples picked up from all areas of the cluster may converge for onward transmission to IRL. Visit to IRL from each cluster may be twice or thrice in a week, depending on sample load and collection times. Even if there are visits to IRL, transporters must be deployed in such a way that visits to pick-up points are not compromised (ie at least twice a week on different days).
12. Plan routes of each Transporter in such a way that the shortest route is covered, and all collection points are covered at least two to three times per week on different days. More must be covered if needed. Take help from NTEP staff to develop a robust plan.

{Eg-Cluster A has 300 pick-up points (PP). One pick-up point is planned for visit on two days a week. Agency has employed 5 transporters

Plan 1- Cluster A is divided into 2 zones with 150 PP each.

These may be divided among 5 Transporters. So each transporter has to cover **30 PP every day**

Day 1- Samples picked up in zone 1

Day 2- samples picked up in zone 2

Day 3- Samples picked up in zone 1 + samples remaining in zone 2

Day 4- Samples picked up in zone 2 + samples remaining in zone 1

Day 5- Any other pickups and drop-offs + paperwork

Day 6- Any other pickups and drop-offs + paperwork

30 PP may be covered in one or multiple rounds by 1 transporter, depending on place of visit, availability of samples, distance etc.

13. Proactively identify pick-up points that have not collected any samples in 1 week and inform NTEP staff.
14. Ensure confidentiality of all patients.
15. Agency supervisory staff will check the records maintained by transporters regarding attendance, number of samples, sample conditions and timing and report to district authorities in specified formats every month for payment purposes.
16. Transporters must share all their records and reports with NTEP staff for smooth functioning, trouble shooting and compliance to activities.
17. The Agency must be able to capture and maintain the following records for transportation:-
 - a) Sample Identifiers: Name of the patient, Age, gender, sample ID etc.
 - b) Sample collection Time and Date from patient / Pick-up time and date from pick-up points
 - c) Record of dispatch: Time and Date of dispatch of sample
 - d) Record of delivery: Time and Date of sample delivery
 - e) Record of incidences during transit: Record unexpected delay, accidental spills, diversion from routine transportation plan, loss/damage of samples etc.
 - f) Referral facility: Name
 - g) Contact Number: For alert/ notification
 (a, b and c will be supplied by sample collectors at pick-up points).

B) Role of NTEP

1. Identify all sample pick-up points (Panchayat HQ Sub centers, Su-Swasthya Kendras (HWCs), PHCs, Private providers, any public or private health facilities).
2. Widely disseminate to the community, community representatives and Health system personnel regarding identification of presumptive TB, collection of appropriate samples, collection points and the days of collection (if applicable).
3. **Strictly ensure that samples are collected from patients before (includes previous day also) the Transporter arrives at the pick-up points.** Since transporters would be available more or less on fixed days, CHOs must ensure that samples are collected in a timely manner and perfect coordination is maintained with presumptive cases, ASHAs and Transporters.
4. Share the Sample Transporter's mobile number with sample collectors. Collectors at the pick-up points must inform the transporter immediately after collection of samples from patients so that the sample can be picked up and deposited in lab within 24 hours.
5. Specify laboratory linkages (ie Follow up samples to go to which Microscopy center, Diagnostic samples to go to which NAAT lab / Microscopy center and from where samples will go to IRL).
6. Train Sample transporters on government's health and safety guidelines for transportation.
7. Provide prototype sample transportation box and technical specification for procurement of the boxes.
8. Plan for storing samples at collection points till pick up (a cool location). Plan for refrigeration of ice packs at TB detection centers (may be required by transporters). Train Health system staff accordingly.
9. Ensure that the sample collectors (basically health staff) pack, label and secure the samples properly so that no leakage occur during transit and fill up the Annexure 15 A/ Referral Slip properly.
10. Health Staff must be directed to cooperate with Transporters, who will check the above before pick-up. Staff must sign the daily reporting sheets of transporters for evaluation at the end of month.
11. Ensure timely payments to Service Provider.
12. Proactively identify collection points that have not collected any samples in 1 week with the help of transporters and take necessary actions.
13. NTEP staff will check the records maintained by transporters regarding attendance, number of samples, sample conditions and timing and report to district authorities.

4) Plan to roll out activities

First month of receiving contract, an agency should be able to— divide each cluster into areas for each Transporter, recruit and train the transporters, draw up probable route plans of all the collection points such that each centre is catered to twice or thrice a week and map collection points to drop-off points, Collection activities should start simultaneously and gradually scaled up according to the progress of the above-mentioned activities.

Second month onwards of receiving contract- Modify routes if needed. Establish regularity. If Transporters can establish regular visits to Collection points, sample collectors would be motivated and confident to collect samples from presumptive TB cases and keep them ready for timely pick-up, and targets can be reached. Agency should be able to trouble shoot and reach the targets set with satisfactory performance on indicators.

5) Tables for planning

- 1) Table showing tentative number pick-up points, TB detection labs and presumptive TB testing targets for each TB Unit in district South 24 Parganas—

TB Units (TU)	PHI (DH, SDH, BPHC, RH, PHC, UPHC)	Microscope	NAAT	HWC	SC	ASHA	Annual target- Presumptive TB	Collecti on points	Description of pick-up points
Bishnupur I	3	2	1	27	1	183	8290	30	PHI + HWC
Amtala Bishnupur II	1	1	1	8	2	174	5615	12	Others + PHI + HWC
Samali Bishnupur II	2	1	1	16	0		4374	18	PHI + HWC
BB I + Pujali Muni BB Muni	6	4	1	12	2	43	7499	18	Others + PHI + HWC
Budge Budge II	3	2	1	20	4	149	6256	23	PHI + HWC
Thakurpukur Maheshtala	1	1	0	13	6	90	4953	14	PHI + HWC
Maheshtala Muni (Matrisadan)	4	3	0	2			5632	8	Others + PHI + HWC
Maheshtala Muni (Mollargate)	8	7	1	5			9354	13	Others + PHI + HWC
Cluster 1 Total	28	21	6	103	15	639	51973	126	
Baruipur Municipality	2	2	1			340	3037	5	Others + PHI + HWC
Hariharpur Baruipur	1	1	1	22	1		7982	23	PHI + HWC
Indrapala Baruipur	2	1	0	21	4		6949	23	PHI + HWC
Bhangore I	1	1	1	24	4	154	8628	25	PHI + HWC
Bhangore II	2	1	1	23	5	204	8825	25	PHI + HWC
Canning I	1	1	1	13	17	237	4051	24	Sub centres + PHI + HWC
Canning I Ghutiarysharif	1	1	1	26	0		8545	27	PHI + HWC
Joynagar I	3	2	1	29	21	208	9341	45	Sub centres + PHI + HWC
Fartabad RS Muni	5	2	0	2	2	129	7531	8	Others + PHI + HWC
Kalikapur Sonarpur	2	2	0	14	1		5267	16	PHI + HWC
Sonarpur RS Muni	5	2	1	2	2		8172	10	Others + PHI + HWC
Cluster 2 Total	25	16	8	176	57	1272	78328	231	

Gosaba	1	1	1	1	25	213	3904	20	PHI + HWC + Sub centers
Gosaba Coastal	2	2	0	0	25		3840	20	PHI + HWC + Sub centers
Joynagar II & Joynagar Muni	4	2	1	14	33	206	10009	18	PHI + HWC + Sub centers
Canning-II	2	2	1	39	6	180	4947	41	PHI + HWC
Basanti	1	1	1	10	17	235	5215	22	PHI + HWC + Sub centers
Kanthalberia Basanti	3	2	1	15	21		6852	28	PHI + HWC + Sub centers
Kultali	4	2	1	10	33	169	8063	30	PHI + HWC + Sub centers
Cluster 3 Total	17	12	6	89	160	1003	42830	179	
Grand Total	70	49	20	368	232	2914	173131	567	

Note-The number of pick-up points and targets may change as per program priorities any time during contract.

II) Table showing expected number of samples per day, month and year. Number of samples mentioned approximate those collected from presumptive TB (2 samples), follow up (1 sample) and those samples that must be transported for drug susceptibility testing. A maximum of 20 and 250 collection days have been considered per month and per year respectively-

Cluster	Expected samples per day (D)	Expected samples per month (D*20)	Expected samples per year (D*250)
1	300	6000	75000
2	460	9200	115000
3	250	5000	62500

Targets of samples for 1 month and 1 year would be multiple of 20 and 250 always, irrespective of the actual days of transportation.

Section IV – TERMS AND CONDITIONS

1) Use of contract documents and information

1.1 The Agency shall not, without the Procurement Entity's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the Procurement Entity in connection therewith, to any person other than the person(s) employed by the Agency in the performance of the contract emanating from this Tender Document.

1.2 Except the contract issued to the Agency, every other document mentioned in sub-clause 1.1 above shall remain the property of the Procurement Entity and, if advised by the Procurement Entity, all copies of all such documents shall be returned to the Procurement Entity on completion of the Agency's performance and obligations under this contract.

2) Intellectual Property Rights

2.1. The agency shall, always indemnify and keep indemnified the Procurement Entity, free of cost, against all claims which may arise in respect of goods & services to be provided by the agency under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim the agency shall, at

his own expenses take care of the same for settlement without any liability to the Procurement Entity.

3) Insurance

3.1. The Procurement Entity shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the agency while performing duty as mentioned under the contract. All liabilities, legal or monetary, arising in that eventuality shall be borne by agency.

4) Duration of hiring of services of Agency

4.1. The duration of contract shall be 3years from the date of signing of the contract. The performance of contract shall be reviewed annually by the committee constituted by the Procurement Entity. The tenure may be extended for a further period of 1 or more years based on the satisfactory performance of work done by the agency and any other conditions mutually agreed by the agency and Procurement Entity. Any extension shall not be the right of the agency. The contract can be terminated in case performance is rated unsatisfactory.

4.2. No sub-contracting is allowed

4.3 The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of both the parties.

5) Payments

5.1. The Agency shall be paid by the Procurement Entity, within 20 days of receipt of the invoices (*as prescribed under GST Act 2017*) raised by the agency.

5.2. The agency will raise invoices (as prescribed under GST Act 2017) on completion of services of the previous month based on number of days sample transportation has been done and number of samples transported. Calculation must be made pro-rata wherever applicable. The invoices of the previous month must be submitted to CMOH-SPG till 7th day of the current month, along-with supporting documents/progress report. The payment will be subject to TDS as per Income Tax Rules /GST Act (if applicable) and other statutory deductions as per applicable laws. Deduction for any kind of discordance will be done during final payment.

5.3. The payments will be made through PFMS or any other mode as directed by Procurement Entity.

5.4. Table showing performance indicator and weightage for payments-

Payment amount (% of the quoted value)	Milestone Indicators	Performance Indicator
70%	Number of collection points visited	At least 80% of allotted pick-up points for the day must be visited on the very day; In case of non-achievement, the payment will be made on pro-rata basis. For payment purpose, this will be calculated daily (ie daily targets will be considered).
30%	Number of samples	At least 80% target samples must be transported. In case of non-achievement, the payment will be made on pro-rata basis. For payment purpose, this will be calculated monthly (ie monthly target will be considered).

5.6 Payment will be made for maximum 20 days of transportation activity every month for 10 months, ie 200 days. If activity was not undertaken for 20 days in any month, then payment shall be made for the number of days activity for that month. If the Number of days of transportation per month is more

than 20 days, payment will be made for 20 days only, for the first 10 months.

- 5.7 The last two months pay-out would be done taking into consideration the adjustments and deductions as applicable. Payment would be made for a maximum of 250 days of transportation in 1 year.
- 5.8 At least, 80% of pick-up points are expected to be visited daily and would be considered for payment calculation. For number of samples, at least 80% of cumulative target in a month would be considered for payment calculation. Hence, if an agency has achieved visiting at least 80% pick-up points for say 23 days of sample transportation in one month with no discrepancies, then, it will be paid 100% of its quoted value for 20 days. The extra 3 days would be adjusted in the last 2 months.
- 5.9 For clarity on the payment modalities and expected payments based on the performance please refer **Annexure 8: Guidance documents on performance linked payment plan.**
- 5.10 Only for the first two months from signing of the agreement, agency will be provided with the entire amount quoted per day for 20 days a month. This will be done so that agency can start activities smoothly. Adjustments, pro-rata payments, penalties etc would not be calculated for the first two months. These will be considered from 3rd month onwards.
- 5.11 Periodic verification would be done regarding number of collection points visited per day, number of samples transported, condition of samples transported and adherence to timelines set.

6) Performance Review, Incentives & Penalty provisions

- 6.1. The Procurement Entity will organize quarterly review of the agency. The cost of which may be borne by the Procurement Entity.
- 6.2. Penalty will be applicable in following situations-

Parameters	Applicable Penalty
Discrepancy found on verification of attendance of transporters	Deduction of 20% that day's rate
Delay in transportation (more than 24 hrs within district, more than 48 hours to IRL for 2% sample)	Deduction of 20% of that day's rate
Sample leakage	Deduction of 20% of that day's rate

7) Income Tax Deduction at Source

- 7.1 Income tax deduction at source and other taxes shall be made at the prescribed rates from the agency's bills under the prevailing rate(s).

8) Force Majeure

- 8.1 Neither contracted agency will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country.
- 8.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a contracted agency or by or of such agency's agents or employees, nor (ii) any event which a diligent Agency could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- 8.3 An agency affected by an event of Force Majeure shall immediately notify the Procurement Entity within 7 working days of such event, providing sufficient and satisfactory evidence of the

nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 8.4 The failure of an agency to fulfil any of its obligations under the work order/ Contract shall not be considered to be a breach of, or default under the work order/ Contract insofar as such inability arises from an event of Force Majeure, provided that the agency affected by such an event: - has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the work order/ Contract, and has informed the other party within 7 days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the work order/ Contract.

9) Termination of Contract

- 9.1 Any agency found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the agency, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.
- 9.2 The Procurement Entity, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Agency, terminate the contract in whole or in part, if the agency fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security maybe forfeited and other suitable action may also be taken against the service provider.
- 9.3 In the event the Procurement Entity terminates the contract in whole or in part, the Procurement Entity may carry out risk purchase of services like those cancelled, with such terms and conditions and in such manner as it deems fit and the Agency shall be liable to the Procurement Entity for the extra expenditure, if any, incurred by the Procurement Entity for arranging such services.
- 9.4 In the case of the termination of contract, any unspent balance, if any shall be refunded by the agency to the Procurement Entity.
- 9.5 Termination for Insolvency: If the agency becomes bankrupt or otherwise insolvent, it will inform to the Procurement Entity with the 30 days of written notice to terminate the contract. The Procurement Entity reserves the right to terminate, without any compensation, whatsoever, to the Agency, and Procurement Entity may forfeit the performance security.
- 9.6 Termination by Mutual Consent: In the event the Procurement Entity & Agency mutually agrees to terminate the contract, either party shall give 30 days of written notice to the other party and after the consent of both parties agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.
- 9.7 Termination for Force Majeure: In event that a Force Majeure event continues for 90 (ninety) days and/or Procurement Entity or the Agency does not see any feasibility of continuing the project due to a Force Majeure event, then Procurement Entity may, on expiry of 90 days or at any period before that in event of no for ease ability of project, issue a termination notice to the Agency, terminating the Contract with immediate effect. The Agency shall be awarded 30 (thirty) days to complete any pending activities and clear the premises provided by Procurement Entity.

Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Agency by Procurement Entity.

10) Notices

10.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

11) Resolution of disputes

11.1 Any dispute or difference or claim arising out of or in relation to this contract, will be settled by Chairperson, Procurement Entity as per the extant law of land through the competent court of law in the state under the territorial jurisdiction of concerned district only.

Section V – Proposal Forms

1. Letter of Technical Proposal

The Proposer must prepare the Letter of Technical Proposal on its letterhead clearly showing the Proposer's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: [insert date (as day, month and year) of Proposal Submission]

Proposal Ref. No.: [insert number of bidding process]

To:

The Chief Medical officer of Health
South 24 Parganas

- (a) We have examined and have no reservations to the RFP Document, including Addenda issued in accordance with instructions to Proposers
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with the clause
- (c) We offer to perform the services in conformity with the RFP Document and in accordance with the Scope of Work given in Section III;
- (d) Our Proposal shall be valid for a period fixed for the Proposal submission deadline in accordance with the RFP Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period
- (e) If our Proposal is accepted, we commit to obtain a performance security in accordance with the RFP Document
- (f) We are not participating, as more than 1 Proposer for 1 cluster.
- (g) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them

- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in RFP Document
- (i) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract
- (j) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority
- (k) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons
- (l) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings
- (m) We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive.

Name of the Proposer _____

Name of the person duly authorized to sign the Proposal on behalf of the Proposer _____

Title of the person signing the Proposal _____

Signature of the person named above _____

Date signed _____

2. Proposer Information Form

[The Proposer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Proposal Submission]*

Proposal Ref. No.: *[insert number of bidding process]*

1. Proposer's Name <i>[insert Proposer's legal name]</i>
2. Proposer's year of registration: <i>[insert Proposer's year of registration]</i>
3. Proposer's Address: <i>[insert Proposer's legal address]</i>
4. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Self-attested copy of certificate of registration under any other law applicable under the laws of India,

- Self-Attested copy of the MoA / deeds / bye-laws or such other document evidencing vision, mission, objective and rules and regulations
- Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Proposer for the stated financial years
- PAN Card
- GST Registration Certificate (if applicable)
- GST Exemption Certificate (in any)
- Copy of Income Tax Return (with computation) filed and submitted by the Proposer for three financial years FY 2019-20, 2020-21, 2021-22.
- ESI & EPF registration certificate.
- MSME Registration Certificate (if applicable)
- Accounting/Financial policies
- Internal control policies, risk matrix and procedures
- Procurement guidelines
- HR and Administrative Policies
- Affidavit attested by Notary Republic or sworn before Executive Magistrate
- Undertaking to be submitted on a non-judicial stamp paper
- Self-Declaration on Company Letter Head
- Proof of registration on NGO – DARPAN portal
- Undertaking to be submitted on a non-judicial stamp paper

Signature and seal of Proposer's authorized signatory

3. Format showing Experience

Categorize all the projects into three broad heads given in the table below and mark a tick (✓) for each of the projects.

S N	Name of Project/ Assignment and duration of assignment	Categories			Experience in NTEP	Project Location	Appointing Authority
		<u>For transportation of any biological Samples (public or private) with or without transportation of Non-biological Samples</u>	<u>For transportation of Non-biological Samples / items (public or private) with no experience in biological Samples</u>	<u>No experience in sample / items transportation but has experience in working with health sector / other social sector (public/private)</u>			

(Bidders MUST maintain the same name and sequence while submitting papers for proof of the above

Signature and seal of Proposer's authorized signatory

4. Letter of Financial Proposal

The Proposer must prepare the Letter of Financial Proposal on its letterhead clearly showing the Proposer's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: **[insert date (as day, month and year) of Proposal Submission]**

Proposal Ref. No.: **[insert number of bidding process]**

To

The Chief Medical Officer of Health,
South 24 Parganas District.

- (a) We have examined and have no reservations to the RFP Document, including Addenda issued in accordance with Instructions to Proposers.
- (b) We hereby submit Financial Proposal for pick-up and transport of sample at the cost of
- I. Rs _____ per day for Cluster 1 (inclusive of all taxes and duties / GST)
 - II. Rs _____ per day for Cluster 2 (inclusive of all taxes and duties / GST)
 - III. Rs _____ per day for Cluster 3 (inclusive of all taxes and duties / GST)
- (c) We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive.

Name of the Proposer

Name of the person duly authorized to sign the Proposal on behalf of the Proposer

Title of the person signing the Proposal

Signature of the person named above

Date signed

5. Form of Price Schedule

1	2	3	4	5 = 3 x 4	6	7
Cluster	Brief Description of Services	Total number of days in 1 year to be considered	Fee per day (exclusive of taxes and duties / GST (Rs.))	Total contract amount (exclusive of taxes & duties / GST)	Taxes and Duties / GST (payable if contract is awarded)	Total contract amount (inclusive of taxes & duties / GST)
1	Charge per day for picking up and transporting samples from collection points to various labs (as mapped in the district of South 24 Parganas district excluding Diamond Harbour)	250				
2		250				
3		250				

Signature and seal of Proposer's authorized signatory

6. Format for Planning and Operationalization

To evaluate that the Bidder has understood the project plan and timelines, the Bidder must submit in their proposal (Non statutory Technical cover), a detailed approach, methodology & work plan that outlines various activities they will undertake to start setting up of the project right from mapping, recruitment and timelines for coverage of sites, for each of the clusters applied separately. This must be presented in the form of PPT on a specified date after opening of Technical Bid (Table in **Section I G**).

(Do not copy any part of scope of activities here, rather explain relevant methods you will adopt for executing the scopes mentioned)

Suggested structure of your Technical Proposal:

- a) Understanding of the Project- In 3 or 4 sentences mention what your objectives are
- b) Approach and Methodology-
 - What will you begin with after getting a contract.
 - Methodology you would adopt for implementing the tasks to deliver the expected outputs. Details in few sentences or flow chart.
 - Main activities you plan to undertake
- c) HR structure- Mention number of Transporters to be assigned, their primary location and area(s) of work. Any supervisory staff.
- d) Understanding of timelines- Since the scope of activities mentions time limits for undertaking activities, explain here how this can be achieved so that program is benefitted.
- e) Reporting methods- Any reporting format devised for the project.

- f) Method of detecting whether turnaround time (TAT) is maintained- Any format devised to detect whether TAT is maintained
- g) Method to communicate with the sample pick-up sites and delivery sites to coordinate pick-up and deliveries
- h) Challenges-
 - Any challenges expected
 - How to detect the problem
 - How to resolve the problem in a timely manner- mention establishing coordination with NTEP staff

Annexure 1: Proposal Covering Letter

[On the Letter head of the Proposer]

Date:

To

The Chief Medical officer of Health
South 24 Parganas

Re: “Request for Proposal for Selection of an Agency for Pick-up & Transportation of Biological Samples under NTEP across the district of South 24 Parganas”

Dear Sir / Madam,

We, the undersigned, offer for selection of service providers for working as an Agency for Pick-up & Transportation of Biological Samples under NTEP across the district of South 24 Parganas” in cluster....., in accordance with your Request for Proposal vide Ref Nodated We are hereby submitting our Proposal for the same.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the Procurement Entity may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the Proposers. We acknowledge the right of Procurement Entity to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to Procurement Entity any additional information it may find necessary or require supplementing or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

We declare that:

- a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by Procurement Entity;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and
- c. 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.
- d. We declare that We/any member of the Agency, are/is not a Member of a/any other company applying for this RFP.
- e. We certify that in this regard that we have not been convicted by a court of law.
- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Procurement Entity in connection with the selection of agency or in connection with the selection process itself in respect of this RFP.
- g. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h. We agree to keep this offer valid for one year from the proposal due date specified in RFP.
- i. The Power of Attorney (PoA) in favor of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- j. In the event of my/our Agency being selected, I/We agree to enter into a contract for the services awarded to us by the Procurement Entity.
- k. We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Company:

Annexure 2: Authorization Letter for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- duly attested by notary public)

POWER OF ATTORNEY

Know all men by these present, we _____ (name and address of the registered office of the Lead Proposer) do hereby constitute, appoint and authorize Ms. / Mr. _____ R/o _____ (address of residence) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the Proposal of the firm/ organization, _____ for **“Selection of an Agency for Pick-up & Transportation of Biological Samples under NTEP across the district of South 24 Parganas”** (the **“Project”**), including signing and submission of all documents and providing information / responses to Procurement Entity, representing us in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this of..... month of 2022.

For

(Name, Designation, and address)

Accepted

..... (Signature)

(Name, title and address of the Attorney)

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the Proposer/agency signs the Proposal, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

Annexure 3: Particulars of The Proposer's Organization

Name and full address of the organization	
Details of Registered Office Address Telephone No(s) Fax No(s) E-mail address(<i>Official</i>): Organization e-procurement portal: Year of Incorporation:	
Turn Over of the Organization (in lacs) 2019-20: 2020-21: 2021-22:	
Income Tax Registration number (PAN)	
Goods and Services Tax(GSTN):	
Type of organization (Company/Society/Trust)	
Registered in Planning Commission Portal for NGOs/NGO	

Darpan	
Name and addresses and designation of the persons who will represent the Proposer while dealing with the Procurement Entity (Attach letter of authority)	
Has the organization blacklisted by any state or central government entity or any of its undertakings	
(Authorized Signatory) Name: _____ Designation & Authority: _____ Place: _____ Date: _____ Stamp: _____	

Annexure 4: Declaration by Proposer

Format for Affidavit Notary attested or sworn before executive magistrate certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not blacklisted (On a Stamp Paper of INR 100)

Affidavit

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

And that we are hereby, declaring all ongoing litigations (if any) where our promoter(s)/director(s) are involved, and as mentioned below:

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

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

or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2022

Name of the Proposer/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Annexure 5: Affidavit for experienced manpower by the agency/Proposer

(On Non – judicial stamp paper of Rs.100/- duly attested by notary public/executive magistrate)

We< Mention the name of the agency/Proposer>, having its registered office at< Mention the registered office address>, have the sufficient number of supervisory staff (more than 2 years experienced) working in Health/social sector with Public and/or Private agencies, as required for **“Agency for Pick-up & Transportation of Biological Samples under NTEP across the district of South 24 Parganas”**

We are listing the name of manpower with more than 2 years’ experience working in Health / social sector, with Public and/or Private Agencies, working with us:

S.No	Place of Contract	Contact details of Client (email ID and Phone number)	Year of start of the services	Year of end of contract	Which Sector	Any other

Name of the Proposer/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Enclosed: Curriculum Vitae/Resume of the professionals mentioned in the affidavit.

Annexure 6: Unconditional Undertaking

(Duly signed scanned copy to be attached with technical Proposal)

To
The Chief Medical officer of Health
South 24 Parganas

Madam/Sir,

ACCEPTANCE OF PROCUREMENT ENTITY RFP CONDITIONS

1. The RFP document for the work of “**Selection of an Agency for Pick-up & Transportation of Biological Samples under NTEP across the district of South 24 Parganas**” has been published by Procurement Entity and I/We hereby certify that I / we have inspected and read the entire terms and conditions of the RFP document downloaded from e-Procurement portal, i.e., and I / We shall abide by the conditions / clauses contained therein.
2. I / We hereby unconditionally accept the RFP conditions of Procurement Entity RFP document in its entirety for the above work.
3. The contents of RFP document have been noted wherein it is clarified that after unconditionally accepting the RFP conditions in its entirety, it is not permissible to put any remarks / conditions in the price Proposal and the same has been followed in the present case. In case, this provision of the RFP is found violated after opening price Proposal, I / We agree that the proposal shall be rejected.
4. That I / We declare that I / we have not paid and will not pay any bribe or approach for any influence on any officer of Procurement Entity during the course of procurement or execution, and further if any officer of Procurement Entity asks for bribe / gratification, I / We will immediately report it to the Appropriate Authority of Procurement Entity.

Date:

Yours faithfully,

(Signature of the Proposer with rubber stamp)

Annexure 7: Proforma For Bank Guarantee For Performance Security

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

The Chief Medical officer of Health
South 24 Parganas

Dear Sir,

WHEREAS..... (Name of Proposer) hereinafter called "the Proposer", has been identified and selected for Cluster(Mention the number of Cluster) in the district of(Mention the name of the district), and has undertaken, in pursuance of Contract dated ... 2022 (hereinafter referred to as "the Contract") to implement the *Request for Proposal for Selection of an Agency for Pick-up & Transportation of Biological Samples under NTEP in the district of South 24 Parganas in Cluster*

AND WHEREAS it has been stipulated in the said Contract that the Proposer shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the services/performance of the *Request for Proposal for Selection of an Agency for Pick-up & Transportation of Biological Samples under NTEP in the district of South 24 Parganas in Cluster...* as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Procurement Entity the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of, to the Procurement Entity under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Procurement Entity, under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Procurement Entity) stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Procurement Entity any and all sums demanded by Procurement Entity under the said demand notice, subject to the maximum limits specified in **Clause 1** above. A notice from Procurement Entity to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (Mention the official address of the Proposer)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 30 months from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - b. any breach or non-compliance by the Proposer with any of the terms and conditions of any contracts/credit arrangement, present or future, between Proposer and the Bank.
5. The Bank also agrees that Procurement Entity at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that Procurement Entity may have in relation to the Proposer's liabilities.

6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Procurement Entity or any other indulgence shown by Procurement Entity or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of West Bengal, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of2022

Witness

(Signature) (Signature) (Name) (Name) Bank Rubber Stamp
(Official Address) Designation with Bank

Annexure 8: Guidance documents on performance linked payment plan

1. The information mentioned in this section, is for the purpose of bringing greater understanding on the performance linked payment plan.
2. We have taken the following assumptions, namely:
 - i. Target collection point to be visited in a day is 150 in Cluster A. Total collection days was 20 days
 - ii. Price quoted by bidder Rs 4000 per day. Total expected is $4000 * 250 = \text{Rs } 10,00,000$ per year
 - iii. Target sample collection of Cluster A is 500 per day. Total target for month-- $500 * 20 = 10,000$.

Targets of samples for 1 month would be multiple of 20 always, irrespective of the actual days of transportation (Section III- Scope of work).

a) Payment for visit to Pick-up Point (PP)-

Eg	Amount quoted per day	Total PP to be visited in 1 day	Actual PP visited in 1 day	Actual % visit	Weightage on Quoted Price	Target on PP visited	Amount to be disbursed/ d
1	4000	150	120	80.00%	70%	80%	2800.00
2	4000	150	110	73.33%	70%	80%	2566.67
3	4000	150	100	66.67%	70%	80%	2333.45
4	4000	150	80	53.33%	70%	80%	1866.55

In case 120 PP out of 150 PP were visited in 1 day, target of 80% is achieved. So, payment would be (70% of Rs 4000) ie Rs 2800.

In case 100 PP out of 150 PP were visited in 1 day, target of $100/150 = 66.67\%$ is achieved. So, payment would be $\{(70\% / 80\%) * 66.67\%$ of Rs 4000} ie 58.34% of Rs 4000= Rs 2333.45

Pro-rata calculation= [(initial weightage% / visit target %) * visit achievement %]

The above calculation will be considered for the first 20 days of a month for 1 month payout.

b) Payments for number of samples transported

Eg	Amount quoted per day	Equivalent value for 1 month (D*20)	Total samples to be picked up in 1 month (ie 20 days)	Actual pick-up	% pick-up	Weightage on Quoted Price (1 month)	Target on sample pick up	Amount to be disbursed/ month
1	4000	80000	10000	8000	80%	30%	80%	24000
2	4000	80000	10000	6000	60%	30%	80%	18000
3	4000	80000	10000	5000	50%	30%	80%	15000

Pro-rata calculation= [(initial weightage% / Pick-up target %)*Pick-up achievement %]

In case 8000 samples out of 10000 samples were picked up in a month, target of 80% is achieved. So, payment would be- (30% of Rs 4000*20) = 24000.

In case 5000 samples out of 10000 samples were picked up in a month, target of 50% is achieved. So, payment would be {(30% / 80%)*50% of Rs 4000*20ie18.75 % of Rs 80000= Rs 15000

Hence, if there are no penalty / deductions due to any discrepancy, the total payment for a month, will be (a)*20 +(b)

For eg 1 it is Rs 2800 *20 + 24000= Rs 80,000

For eg 3 it is Rs 2333.45*20 + 15000= Rs 61,669

21/08/23

Chief Medical Officer of Health & Secretary,
Dist. Health and Family Welfare Samity
South 24 Parganas

21/08/23