



OFFICE OF THE CDM & PHO CUM DISTRICT MISSION DIRECTOR, KANDHAMAL

District Programme Management Unit, DHH, KANDHAMAL, Phulbani – 762001 (Orissa)
Ph./FAX : 06842-253249 (CDMO), 253190 (F.W.), 253220 (DPMU), e-mail reportsnrhmkan@gmail.com

Letter No. 986 /NHM 20/ Phulbani

Date : 20/1 /20

To

The Director, I & P. R. Dept,
Lok Sampark Bhawan, Bhubaneswar
e-mail: ipr.advt@gmail.com / iprenews@gmail.com

Sub : Publication of the advertisement.

Ref : Letter No. 5670 Dt. 27.06.2017 of the Hon'ble Chief Secretary, Odisha.

Sir,

Please find here with a specimen copy of the advertisement for Publication of the same in two nos. of daily news paper (One time) by 22 January' 2020.

This is for favor of your kind information and necessary action.

Yours faithfully,

CDM & PHO cum District Mission Director
Kandhamal

Memo No. 987 /NHM/ 20

Date: 20/1/2020

1. Copy to the DI&PRO, Kandhamal for information & necessary action.
2. Copy to the DIO, NIC, Kandhamal for information with a request to publish the same along with the enclosures (enclosed herewith) in the district website.
3. Copy to the Head Clerk, O/o the CDM& PHO, Kandhamal for information and necessary action.

CDM & PHO cum District Mission Director
Kandhamal



ZILLA SWASTHYA SAMITI, KANDHAMAL

Office of the CDM&PHO-cum- District Mission Director, NHM, Kandhamal, Odisha, 762001

Advt. No. 985 / NHM /20

Dt: 20/1/2020

Request for Proposal (RFP) for Operation of HelpDesk

Sealed proposals as per prescribed RFP document are invited from interested eligible bidders for operation of the help desks at DHH, Phulbani & SDH, Baliguda in Kandhamal District. The eligible criteria, the terms of reference and the formats for submission of bid as set forth in the RFP document can be downloaded from the website www.kandhamal.nic.in. Interested bidders fulfilling the eligibility criteria may submit their proposal(s) with EMD & document as per RFP. The bidders have to submit their proposal(s) at the O/o: The CDM & PHO cum District Mission Director, Kandhamal, DHH, Phulbani. Proposal(s) complete in all respect should reach the undersigned on or before **03.00 PM of 11.02.2020** through Regd/Speed post & courier and the same will be opened on **12.02.2020 at 11.00 AM**. The undersigned reserves the right to reject any or all the tender(s) without assigning any reason thereof.

Sd/-

CDM & PHO cum District Mission Director
Kandhamal



REQUEST FOR PROPOSAL

Operation of Help Desk at Health Institutions of Kandhamal District

RFP Reference No: Helpdesk/Kandhamal /001

A handwritten signature in blue ink.

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to bidder(s), whether verbally or in documentary form by or on behalf of the District Authority under Department of Health & Family Welfare, Govt. of Odisha, or any of their employees or advisors, is provided to bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the District Authority or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their proposal and detailed Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Some bidders may have a better knowledge of the proposed Project than others. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. District Authority / Department, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. District Authority / Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.



NOTICE INVITING PROPOSAL

RFP No.

Dated:

DETAILED PROPOSALS ARE INVITED FROM ELIGIBLE AGENCYS FOR SELECTION OF THE MOST SUITABLE AGENCY TO OPERATE HELP DESK AT DHH, Phulbani & SDH, Baliguda.

1	Period of Availability of RFP Document	From 21 st January 2020 to 11 th February 2020 (Downloadable from website: www.kandhamal.nic.in)
2	Last date for submission of Proposal	Date: 11th February 2020, Time: 03.00 PM Address: The Chief District Medical & Public Health Officer, O/o of the Chief District Medical & Public Health Officer, District Head Quarter Hospital, At/P.O. Kandhamal, Dist. Kandhamal, Odisha <i>NB : Proposals should be submitted through Speed post / Registered post / Courier.</i>
3	Date, time and place of opening of Proposal and presentation	a) Technical Proposal (Part A) opening : 12th February 2020 at 11.00 AM. b) Financial Proposal (Part B): 12th February 2020 at 03.00 PM. <i>(Bidders / authorized representative may remain present at the time of opening of proposal)</i>



SECTION 1 - INSTRUCTIONS TO BIDDERS

Scope of Proposal

- (a) Interested bidders fulfilling the eligibility criteria may submit their bid for *establish the helpdesk(s) in DHH & SDH as per the list attached in Section 5 and accordingly quote the prices in the price bid.*
- (b) Detailed description of the objectives, scope of services, deliverables and other requirements relating to "Setting up the Help desk at Health Institutions" are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP;
- (c) The selection of the Agency shall be on the basis of an evaluation by the tender committee of the District, through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given.
- (d) The bidder shall submit its Proposal in the form and manner specified in this RFP. **The Financial Proposal (Part B) shall be submitted in the format specified in F1-F2.** Upon selection, the agency shall be required to enter into an Agreement with the Chief District Medical & Public Health Officer, Kandhamal in the form specified at **Annexure II.**

Eligibility Criteria

The bidder should fulfill the following Eligibility Criteria:

- | | |
|------|---|
| I. | Should be registered in India as a Company, Firm, Society or a Trust. |
| II. | Consortium is not allowed |
| III. | Should not be blacklisted by any Government entity in India within the last three years. |
| IV. | Should have an average Annual Turnover of Rs. 01 Crores or more during the last three financial year i.e. 2016-17, 2017-18 & 2018-19. |
| V. | Should have successfully implemented at least one project in the areas of call centre / helpdesk operation / BPO Services / Data Processing Services in last three years in Odisha i.e. 2016-17, 2017-18 & 2018-19. |

Submission and Signing of Proposal

Interested eligible bidders may submit their bid(s) to the **CDM & PHO, kandhamal.**

- (a) The proposal shall be submitted in two parts -

- (1) **Part A - Bid Security & Technical Proposal as per format set out in RFP.**

(2) Part B - Financial Proposal as per the format set out in RFP.

- (i) The Proposal shall be typed or written legibly in indelible ink and shall be signed the authorized representative of the bidder.
- (ii) Power of Attorney for signing of bid: The bidder should submit a Power of Attorney as per the Form T5, authorizing the signatory of the bid to commit the bidder.
- (iii) Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal have put his/their initial prior to submission of the same.

Packing, Sealing and Marking of Proposal

- (a) The Technical Proposal (Cover A) and Financial Proposal (Cover B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.
 - **Cover-A - Technical Proposal for "Operation of Help desk at Health Institutions, of Kandhamal District".**
 - **Cover-B - Financial Proposal for "Operation of Help desk at Health Institutions of Kandhamal District"**
- (b) The two envelopes i.e. envelope for Part-A, Part-B must be packed in a separate sealed outer cover and clearly **super scribed** with the following:
 - Proposal for **"Operation of Help desk at Health Institutions, of Kandhamal District".**
 - The bidder's Name & address shall be mentioned in the left hand corner of the outer envelope.
- (c) The inner and outer envelopes shall be **addressed** to the **Chief District Medical & Public Health Officer, Kandhamal.** at the **detail address** mentioned at the Section - 1: Schedule of Proposal Submission.

If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM & PHO will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

(d) Content of the Proposal**I. Cover A (Technical Proposal)**

The bidders are requested to submit a detailed technical proposal with respect to the setting up a help desk at district health institutions during the proposed contract period in conformity with the Terms of Reference forming part of this RFP.

1. EMD of **Rs.15,000/-** in the shape of a Demand Draft in favour of **ZSS NON NRHM Fund,**

Kandhamal, Payable at Phulbani.

2. Form T1
3. Form T2
4. Photocopy of the Registration Certificate of the Agency
5. Photocopy of PAN
6. Must have labour registration certificate
7. Must be registered under EPF
8. Must be registered under ESI
9. Photocopy of GST Registration Certificate.
10. Photo Copy of the GST filling report for the last three month i.e. October 2019, November 2019 and December 2019.
11. Copy of the ECR towards submission of EPF for the month of December 2019.
12. Form T3 (Certificate from the Chartered Accountant)
13. Form T4 - Relevant Experience Details towards successful implementation of similar call centre/helpdesk assignment /BPO Services/similar IT & Data Processing project during the last three years.
14. Photocopies of work orders executed in support of the information furnished in Form T4
15. Form T5 - Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder
16. Form T6 - Affidavit Certifying that Entity/Promoter(s)/Directors/Partner(s) of Entity are not Blacklisted. The agency shall submit undertaking regarding the same on Non Judicial Stamp paper of **Rs. 20/-** as per Format T6
17. Form T7 - Letter of Declaration (Anti Collusion Certificate) mentioning that the bidder will not collude with the other bidders.
18. A copy of the RFP document sealed and signed in all pages by the applicant.
19. Any other details, the bidder like to include in the proposal.

II. Cover B (Financial Proposal)

1. The bidder must submit the Financial Proposal using Form specified in Form F1-F2 with proper signature and seal of the bidder.
2. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be taken into consideration.
3. The same person signing the RFP shall sign the financial part also.

Validity of Proposals

The Proposal shall remain valid for 180 days after the date of bid opening. Any Proposal, which is valid for a shorter period, shall be rejected as non-responsive.

Cost of Proposal

The bidder shall be responsible for all of the costs associated with the preparation of their

Proposals and their participation in the Selection Process. The concerned district authority will neither be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

Acknowledgement by the bidder

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



Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly as per the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Proposal Due Date

RFP filled in all respect must reach O/o the CDM & PHO, Kandhamal, time and date specified in the Section-1: Schedule of Proposal Submission, through Speed Post/ Regd. Post / Courier. If the specified date for the submission of RFPs is declared as a holiday, the RFPs will be received up to the appointed time on the next working day.

RFP Opening

- (a) The concerned district authority in their respective Districts will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned in the Section 1: Schedule of Proposal Submission
- (b) The bidder/their authorized representatives who will be present shall sign a register evidencing their attendance.
- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.

SECTION 2 - TERMS OF REFERENCE

Background

Hospitals are critical places at the best of times and more so for disadvantaged groups due to lack of awareness and sometimes for presence of un-scrupulous elements. So the Govt. of Odisha has planned to set up “Help Desk” at all major hospitals in the State which shall look after the special needs of these disadvantaged groups and provides individual attention and personalized services. It will also empower the public with information and guidance for exercising their rights & duties. **All services rendered by the Help Desk will be given free of Cost to the public.**

1. Objectives of Help Desk

- To facilitate patients and their relatives in getting due services & entitlements.
- To provide escort/attendant support to orphan patients/patients admitted without family support.

- To create awareness amongst patients about their rights and responsibilities during their stay at the hospital
- To conduct exit interviews randomly from about 30 clients (OPD/IPD] per month to assess the patient's satisfaction. This will be compiled, analyzed and submitted to the MOI/C for needful corrective action.
- To support in management of local grievance redresser especially by periodic collection and recording of grievances and disseminating it to appropriate authority (The details of roles & responsibility of help desk in grievance redressal is mentioned at Clause 6)
- To manage IEC/Demonstration corners at Hospitals under the supervision of Hospital Authorities.
- To coordinate with 102/108 services for smooth admission at appropriate wing.
- To register and facilitate provisioning of desired services to the referral cases especially RSBY/BKKY/OSTF etc.
- To facilitate patients & their attendants to avail all services / entitlements provided under different Govt. Schemes such as JSSK, JSSY, Niramaya, RBSK etc.
- Focused Group Discussion to build confidence amongst the poor to access services at Public hospitals.
- To reduce long waiting time for consultation & treatment.
- Any other task pertaining to public health services that may be assigned by the Mission

2. Coverage (No. of Facilities where Help Desk is proposed)

Category	Total	Details of Institutions
DHH	01	Details at Section 5
SDH	01	
Total	02	

3. **Working Schedule:** It will offer seamless, end-to-end facilitation services and 24x7 assistance round the year.

4. Infrastructure for Help Desk

District Authority's Responsibilities:

Establishment of Help Desk

- **Establishment of "May I help You Desk":** The Help desk shall be established at strategic location near the OPD for easy accessibility of patients in need.
- **Furniture/Fixtures for May I help you Desk:** The following furniture would be provided at Help Desk for its smooth operation
 - Help desk cubicle with chair and arrangement to keep a computer.
 - Telephone/ Help Line
 - Computer/ Desktop with Printer
 - Cupboard for storage
 - IEC Corner: An audio visual Aid (Electronic) with health related messages will be supplied to the help desk corner and it would be the responsibility of the agency to ensure its effective use during hospital hours.
 - Suggestion Box for fixing at strategic locations
 - Hospital maps & other sinages
- **Contingency Cost :** The following contingency costs shall be provided by the district authority for operation of the help desk
 - Cost of Computer Papers & Cartridges for report generation
 - Telephone & Internet Charges
 - AMC of Computer & Peripherals

Agency's Responsibilities:

Operation of Help Desk

- **Provide HR for the Help Desk:** The Help desk will have the following 2 categories of the staff
 - Help Desk Manager
 - Volunteers (As per level of Facility)

Sl. No.	Level of facility	Proposed HR		
		Help Desk Manager	Volunteers	
			Total	Lady Volunteer (Min)
1	SDH	1	6	2
2	DHH	1	10	3

- **Management Statutory Compliance of the deployed staff:** the Agency is responsible for the compliance of the statutory requirement under any law in respect of any asset and operation. The agency shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.
- **Compliance of Minimum Wages Act and other statutory requirements**

The agency shall comply with all the provisions of **Minimum Wages Act** and other applicable labour laws for the type of manpower deployed. The category of manpower is as mentioned below:

- ✓ Help Desk Manager : Skilled
- ✓ Help Desk Volunteers : Semi Skilled

- **Operation of Help Desk:** The selected Agency shall operate the help desk on 24X7 modes with the proposed HR in 3 shifts as mentioned below

Level of Institution	General Shift	1 st Shift	2 nd Shift	3 rd Shift
DHH	Help Desk Manager : 1	Volunteers : 4	Volunteers : 3	Volunteers : 3
SDH	Help Desk Manager : 1	Volunteers : 3	Volunteers : 2	Volunteers : 1

- **Provide Uniform** to the deployed staffs : Help Desk Managers & Volunteers
- **Others:**
 - (i) Shall not accept for his own benefit any commission, discount or similar payments in connection with the activities pursuant to discharge of his obligations under the agreement and shall use its best efforts to ensure that his personnel and agents, either of them shall not receive any such additional remuneration.
 - (ii) Recruit, train and position qualified and suitable personnel (as per the required qualification of staffs) for operation of the help desk. The staff so engaged/recruited/appointed by the agency shall be exclusively on the pay rolls of

the bidder and shall under **no circumstances this staff will ever have any claim, whatsoever for appointment with the District Authority /Govt. of Odisha**. The agency shall be fully responsible for adhering to provisions of various laws applicable on them including **Labour laws**. In case the agency fails to comply with the provisions applicable laws and thereby any financial or other liability arises on the District Authority/Government by Court orders or otherwise, the agency shall be fully responsible to compensate/indemnify to the District Authority for such liabilities. For realization of such damages, the District Authority may even resort to the provisions of Odisha Public Demand Recovery Act 1962 or other laws as applicable on the occurrence of such situations.

(iii) Strict adherence to the stipulated time scheduled for various activities.

5. ToR of Help Desk Staff

• Job Descriptions of Help Desk Manager

- Manage and supervise the day today functioning of Help desk as per mandate.
- Assigning duties to the volunteers for smooth management of help desk.
- Analyze feedback received through exit interviews, complaints/ suggestion.
- Prepare and submit a daily feedback report to the Hospital Authorities.
- To document good practices and prepare report as required.
- Register the grievances informed by 104 Call Center and facilitate for redressal of the same.
- Upload necessary information in Grievance Redressal Web Portal

In case of successful bidder, the selection of Help Desk manager would be done by the district authority. For that, the selected agency has to submit the list of eligible candidates as per qualification criteria alongwith bio-datas.

• Job Description of Help Desk Volunteers

- Operate the “May I Help You” Help Desk
- Assist public to get desired information.
- Manage IEC corner
- Periodically collect complaints & suggestions from drop box & record in desired register.
- Conduct exist interviews of the patients & attendants
- Assist Patients & their attendants as per need.
- Conduct periodic focused group discussions with attendants on selected topics on free entitlements, their rights & duties etc.

- Work as attendant for Orphans attending hospital for treatment.
- Ensure maintenance of cleanliness in the hospital through sensitization of patients & their attendants.
- Support in management of cases at OPD.
- Mobilize patients to avail benefits under different insurance schemes
- Provide daily feedback to the Manager.
- **Essential Qualification and experience of the key persons**
 - Help Desk Manager – Must be a **graduate with computer literacy** and having 3 years of post qualification experience and must have good communication skill in Odia and local language (Category : Skilled Manpower)
 - Help Desk Volunteer – Must be a **10th Pass** and have good communication skill in Odia and local language (Category : Semi-skilled Manpower)

6. Role & Responsibility of Help Desk in Grievance Redressal (GR)

Most of the grievances/complaints are generated at facility level during the process of service delivery. Immediate and timely resolution of these grievances/complaints at the facility level will help in improving the quality of services delivered and better compliance of patients. Following are the role & responsibility of the help desk in Grievance Redressal:

- Receive the complaints either orally or in writing from the patients or from the complaint/suggestion box
- Register and facilitate to resolve all the grievances reported
- Ensure immediate assistance for complaints related to denial of services or entitlements by referring these complaints to the nodal officer
- Refer unresolved cases to appropriate authority, track them for timely redressal and make available these details to the complainant
- Register all the grievances in the GR web portal
- Resolve real time grievances immediately at the facility level.
- Inform the complainant about the status of grievance reported- whether resolved or unresolved and if resolved, details of relief provided by appropriate mechanism.
- Overall responsibility to maintain the conducive environment in the facility by proactively resolving the real time grievances and pointing infrastructural and patients' amenities related gaps to the MOI/C for improving the services.
- Be caring and empathetic to complainant

The **Grievance Redressal System** is expected to contribute in the following ways:

- Helps in improving the overall image of the health facility by addressing to the complaints in a timely basis.
- The complainants and people seeking care will be assured that there is accountability in place at the facility
- Helps to ensure that patients will be treated with care, respect, empathy and compassion
- Will improve the promptness of providing treatment
- Ensures the availability of Essential Drugs and Diagnostics which will encourage patients to approach the facility with more assurance that they will get their ailments treated
- Patients will be assured that they will receive benefits and entitlements of JSY, JSSK in a timely manner
- Patients will be assured that they will not be subjected to unnecessary diagnostic tests or exorbitant procedures
- Will refer such matters to higher authorities, which needs their attention or intervention
- Ensures that the Out of Pocket expenditures are brought down significantly

7. Expected Output Parameters:

Sl. No	Parameters	Deliverables
A. Process Indicators (Assessment to be done on quarterly basis)		
1	Exit Interviews for Patient satisfaction study	30 sample interviews / PM conducted & report submitted to Hospital Manager
2	Grievance Redressal	Activity Performed • Registration of grievances received • Intimation to appropriate authority • Redressal of Grievances wherever possible.
3	Focused Group Discussion on "Swachata" with attendants at rest shed/any other suitable places	Min. 30 sessions PM organised
4	Beneficiary coverage under different insurance schemes	Ward round on daily basis & maintained record for the same for mobilization of eligible cases for necessary processing to receive benefit under different scheme.
5	Facilitation of Referral cases for availing treatment/management services	All referred cases registered & supported as required

6	Functional IEC corner	Maintained as per guidelines
8	Escort services for orphans & destitute	Extended necessary support to all such cases admitted at Hospital as per the direction of ADMO(Med)/ Mo I/c.
B. Outcome indicators (Additional performance indicators required during renewal of Contract along with above given process indicators)		
1	Waiting time at OPD	Found to be in reducing trend / as per standard
2	Cleanliness status	Found to be satisfactory

- 8. Overall Management & Performance:** The overall management of Help Desk lies with ADMO (Med)/ SDMO of respective facility including periodic assessment of performance & there by renewal of contract. The Performance appraisal will be done on quarterly basis & renewal is planned on annual basis.
- 9. Implementation Modality:** The scheme will run under Partnership model. The agency shall provide necessary HR for management of help desk & other support viz. space, established Kiosk etc. shall be provided by the district authority.
- 10. Linkage with Grievance Redressal Web Portal & existing 104 Call Centre:**

Web Portal:

A common grievance redressal portal will be designed to maintain the grievances registered, recorded and resolved for the public health services. This web portal will be designed at national level by the contracted technical agency specialized for the same. This portal will be used by all the states for registering grievances including Odisha. The access permission for using the portal will be given to Help Desk Manager.

Grievances requiring consideration and intervention of higher authorities will be put on the GR web portal immediately by Help Desk Manager and concerned official will also receive the SMS about the registered grievance/s.

Authorities at appropriate level (State/ Division/ District/ Block/ Facility) or their nodal officers will see the web portal daily and will be responsible for resolving the grievances within stipulated time.

104 Call Center:

Grievances registered with 104 Call Center related to any of such facility where Help Desk is established will be shared for facilitation of grievance redressal by the help desk manager at the earliest.

- 11. Period of Contract:** The contract would be **initially** for **1 year** which will be extended for another **2 years** based on performance as per set deliverables.
- 12. Performance Review Mechanism**

It will be done on a **quarterly basis** by the committee headed by CDM & PHO cum District Mission Director with the following Members & Managers as members:

- ADMO (Medical) / SDMO of each such hospital where help desk is established
- District Program Manager
- Hospital Manager / Jr. Hospital Manager
- District Accounts Manager

SECTION 3 - TERMS & CONDITIONS

Period of Engagement/Duration of Contract

- (a) The agency selected for the setting up help desk shall enter in to a contract with the District Authority with the agreed terms and conditions.
- (b) The agency will be engaged initially for a period of **1 year**, which may further be extended for two years on a yearly basis by the District Authority, subject to satisfactory performance and mutual agreement.

Schedule of Implementation

The agency is required start the help desk operation within 15 days of signing the contract.

Earnest Money Deposit (EMD) and performance Security Deposit

- (a) The bidder along with the proposal, shall furnish Earnest Money Deposit (EMD) amounting to **Rs. 15,000/-** in the form of Banker's cheques/ Demand Draft in favor of the ZSS, NRHM Fund, kandhamal (payable at Phulbani)
- (b) In the absence of the EMD, technical proposal of the bidder shall be rejected.
- (c) The EMD shall be returned to unsuccessful bidders within a period of **eight (8) weeks** from the date of announcement of the successful bidder.
- (d) The EMD shall be forfeited if the bidder withdraws its proposal during the interval between the proposal due date and expiration of the proposal validity period or on in case of successful bidder, if does not execute the agreement.



- (e) The successful bidder shall have to furnish a **Performance Security Deposit of Rs. 25,000/- per call center in a district**. The performance security deposit is for due performance of the agreement.

The District Authority in the following circumstances can forfeit it;

- (i) When any terms or conditions of the agreement is infringed.
- (ii) When the service provider fails in providing the services satisfactorily.

Notice will be given to the bidder/service provider with reasonable time before the earnest money / security deposit is forfeited.

Payment

- (a) The District Authority does hereby agree that if the approved service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions, the District Authority will pay or cause to be paid to the approved service provider at the time and in the manner set forth in the said terms.
- (b) The mode of payment is as specified below:

The Operational Expenses shall be paid on a **monthly basis** upon submission of bill with attendance sheet of the deployed manpower. The bills should be in the name of the concerned authority of the District. The telephone bill shall be reimbursed as per actual in respect of calls made for referral service.

Operational Parameter and Penalty Clauses

The successful bidder has to operate the help desk with quality service as mentioned in the terms of reference. Penalties shall be imposed on the agency in case of any deviation found in discharging of services including unattended calls. The amount of penalties set as per norms would be the sole discretion of the district authority.

Monitoring and Evaluation

- (a) The Chief District Medical Officer & Health Officers will oversee the activity within their respective districts in the District Health Societies meetings on a monthly basis & the performance of the agency shall be evaluated.
- (b) The services and records of the help desk shall be subject to inspection by the designated officer(s) of the District.

Termination /Suspension of Agreement

- (a) The District Authority may, by a notice in writing suspend the agreement if the selected agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension
 - (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- (b) The District Authority after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (a) to (b), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
 - (i) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the District Authority have subsequently approve in writing.
 - (ii) If the service provider becomes insolvent or bankrupt.
 - (iii) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
 - (iv) If, in the judgment of the District Authority, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

Modifications

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

Saving Clauses

In the absence of any specific provision in the agreement on any issue, the guidelines issued/to be issued by the District Authority shall be applicable.

Force Majeure

- (a) Help desk Services as being emergency response services, the Operator shall not be allowed to suspend or discontinue the help desk Services during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because

of any damage caused to help desk services or any of the Project Facilities or non-availability of staff, or inability to Provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of services, a suspension of or failure to provide help desk Services on the occurrence of a Force Majeure event will be an Event of Default and the District authority may terminate this Agreement without any termination payment being made in respect thereof.

- (b) The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event
 - (i) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
 - (ii) Has informed the other party as soon as possible about the occurrence of such an event.

Settlement of Dispute

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred to Committee constituted at the District level for decision.

Right to Accept and Reject any Proposal

The District Authority reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.

Award of Contract and Agreement

On evaluation of technical and financial parts of RFP and decision thereon, the selected bidder shall have to execute an agreement with the District Authority within 15 days from the date of acceptance of their bid is communicated to him. This Request for Proposal along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit security deposit.



Commencement of Service

The Operator shall commence the service within **15 days** from the date of signing of the Agreement. If the agency fails to commence the service as specified herein, the district authority may, unless it consents to the extension of time thereof, forfeit the Performance Security.

Jurisdiction of Court

Legal proceedings if any shall be subject to the concerned District jurisdiction only.

SECTION 4 - CRITERIA FOR EVALUATION

Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of bidder's fulfillment of **eligibility criteria**. Only those bidders whose Technical Proposals becomes responsive based on the eligibility criteria shall qualify for further detail technical evaluation for awards of marks based on the following Criteria :

Sl. No.	Evaluation Parameter	Total Mark	Criteria for award of Mark
A	Turnover (last 3 financial years): 1) Average annual turnover of the last three financial years i.e. 2016-17, 2017-18 & 2018-19.	20	> 1 ≤ 3 crores : 5 Marks > 3 ≤ 7 crores : 10 Marks > 7 ≤ 10 crores : 15 Marks > 10 crores : 20 Marks
B	Experience: No. of years of Experience No. of years of experience in similar business (Year of Establishment or Commencement of business)	10	> 3 yrs ≤ 5 yrs : 5 marks > 5 yrs : 10 marks
C	Experience : No. of Projects Executed No. of contracts awarded and successfully executed (Call Centre / Helpdesk operation / BPO Services / Data Processing Services) in last three years with State Govt./ Central Govt./ Semi Govt./ Govt. owned Societies / Corporation / IT Sectors / Banking Sectors	20	> 2 nos ≤ 5 nos : 5 marks > 5 nos ≤ 10 nos : 12 marks > 10 nos : 20 marks
	Total Score	50	

Financial proposal shall be opened after the technical evaluation is completed and **only those bidders** who score **at least 30 marks or more** in technical evaluation shall qualify for **financial bid opening**. In the financial bid, the bidder with the **lowest price** shall be awarded the contract.

Evaluation of Financial Proposal

The **combined price** of operational expense for **DHH & SDH of the district** (as mentioned in the price format) shall be considered for price evaluation. However, in case two bidders quote the same lowest price, then the firm with the **highest mark** in the technical bid shall be awarded the contract. However, if two bidders quote the same lowest price and their technical mark also become equal, then in that case the bidder having the higher annual average turnover shall be awarded the contract.

SECTION 5**LIST OF HEALTH INSTITUTIONS (FRU) FOR OPERATION OF HELP DESK**

Sl. No	District	Institution Name	Cat.	Details of Health Institution		
				DHH	SDH	Total
01	KANDHAMAL	Baliguda SDH	SDH	1	1	02
02		Phulbani DHH	DHH			
Total				01	01	02

RFP FORMATS

Operation of the Help desk at Health Institutions

TECHNICAL PROPOSAL



Check List (Technical Proposal)

Please check whether following have been enclosed in the respective cover, namely,
Technical Proposal: *(please arrange the documents serially in the following order)*

1.	EMD (DD of Rs. 15,000/-)	Yes/No	
2.	Form T1	Yes/No	
3.	Form T2	Yes/No	
4.	Copy of the company/Agency Registration certificate	Yes/No	
5.	Copy of the GST registration certificate	Yes/No	
6.	Labour Registration Certificate	Yes/No	
7.	EPF Registrations	Yes/No	
8.	ESI Registrations	Yes/No	
9.	GST filling Report for October to December 2019	Yes/No	
10.	ECR towards submission of EPF for December 2019	Yes/No	
11.	Copy of PAN	Yes/No	
12.	Form T3	Yes/No	
13.	Photocopies of the audited P/L account of each year highlighting the turnover in support of that)	Yes/No	
14.	Form T4	Yes/No	
15.	Copies of Work Order/Contract certificates from the clients in support of similar works executed in support of the information provided in Form T4	Yes/No	
16.	Form T5	Yes/No	
17.	Form T6	Yes/No	
18.	Form T7	Yes/No	

FORM – T1

(to be furnished in the technical proposal)

TECHNICAL TENDER SUBMISSION FORM

(On the letterhead of the agency)

To

The Chief District Medical & Public Health Officer,
Kandhamal

Re. : RFP Reference no. _____ dated _____

Dear Sir,

We, the undersigned, offer to provide the services for the work: Setting up a Help desk at District Health Institutions. We are hereby submitting our Proposal, which includes this Technical Proposal and a Commercial Proposal sealed under a separate envelope.

We hereby declare our Confirmation of acceptance of the Conditions of Contract mentioned in the RFP document under reference cited above.

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

Our proposal shall be binding upon us for a period of 180 days from the date of bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our bid. If we are assigned the work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this tender document.

I hereby declare that my company has not been debarred / black listed by any Government/ Semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.

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

Yours sincerely,

Authorized Signatory [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Company Seal)



FORM – T2*(to be furnished in the technical proposal)***PROFILE OF THE AGENCY**

Name of the Agency	
Office Address	
Status of the Agency (Whether registered under Company / Society /Trust)	
Name of the Chief Executive and authorized signatory	
Telephone Nos.: Landline Mobile	
Fax	
Email id	
Date of Establishment	(furnish copy of the Registration Certificate of the Agency)
Service Tax Registration No.	(furnish copy of the Service Tax Registration of the Agency)
Income Tax No. (PAN)	(furnish copy of the PAN)
No. of branch offices in Odisha with location details	

Authorized Signatory/Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

(Company Seal)



FORM T3*(to be furnished in the technical proposal)***ANNUAL AVERAGE TURN OVER STATEMENT***(To be furnished in the **letter head** of the Chartered Accountant)*

The Annual Turnover of M/s _____
for the last 3 financial years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover in Crores (Rs.)
1	2016-17	
2	2017-18	
3	2018-19	
Average Annual Turnover in Crores (Rs.)		

Date:

Signature of Chartered Accountant

Place:

(Name in Capital)

Seal

Membership No.-

Note:

- 1) To be issued in the **letter head** of the Chartered Accountant with membership No.
- 2) Also attach photocopies of the audited P/L account of **each year highlighting the turnover** in support of that



FORM T4*(to be furnished in the technical proposal)*

**PAST EXPERIENCE IN OPERATING SIMILAR CALL CENTER / HELPDESK / BPO / DATA
PROCESSING SERVICES DURING THE LAST THREE YEARS i.e. 2016-17, 2017-18 & 2018-19**
(attach separate sheets if the space provided is not sufficient)

Name of Assignment *	Name/address of the Organization for which similar Call centre/helpdesk/BPO/ Data Processing Services assignments were undertaken	Date of award of Assignment	Date of completion of assignment	Value of the Assignment	Role of your agency

* Note : Please furnish the **Work order /Contract copies** of the works executed in support of the information mentioned above.

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Company Seal)

FORM T5

*(to be furnished in the technical proposal)***Format for Power of Attorney for Signing of Proposal***(On a Stamp Paper of Rs.20/-)***Power of Attorney**

Know all persons by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms..... (name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for setting up a help desk at District health institutions including signing and submission of all documents and providing information / responses to the District Authority, representing us in all matters before District authority and generally dealing with District authority in all matters in connection with our bid 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 the _____ day of _____ 2020

For _____

(Name, Designation and Address)
Accepted

_____(Signature)
(Name, Title and Address of the Attorney)
Date : _____

Note:

- i. To be executed by the Chief of the Agency.
- ii. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- iii. In case an authorized Director of the 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.

FORM T6*(to be furnished in the technical proposal)*

**Format for Affidavit certifying that Entity / Promoter(s) /Director(s)/Partners
of Entity are not blacklisted
(On a Stamp Paper of Rs. 20/-)**

Affidavit

I, M/s. (the name of the agency with address of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other entity of GoO or blacklisted by any state Government or central Government/ department / organization in India from participating in Project/s, either individually or as member of a Consortium as on the _____ (Date of Signing of proposal).

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

Dated thisDay of....., 2020

Authorized Signatory/Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

(Company Seal)



FORM T7

*(to be furnished in the technical proposal)***Anti Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Proposal for Setting up the help desk at district health institutions under this RFP Reference No. _____, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this _____ Day of _____, 2020

Authorized Signatory/Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

(Company Seal)



FORMATS

Operation of the Help desk at District Health Institutions

FINANCIAL PROPOSAL

Check List (Financial Proposal)

Please check whether the following Forms have been enclosed in the respective cover, namely **Cover B: Financial Proposal**

(please arrange the documents serially in the following order)

1. Form F1

Yes/No

☐

2. Form F2

Yes/No

☐

FORM F1

ACKNOWLEDGEMENT & FINANCIAL PROPOSAL

To

The Chief District Medical & Public Health Officer,
Kandhamal

Re. : RFP Reference no. _____ dated _____

Sub: - Request for Proposal for "Operation of Help desk at Health Institutions".

Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the agreement, I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement, technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit the performance security deposit of Rs.25,000/- per call center in a district at the time of execution of the formal agreement
4. I/We agree to abide by this proposal/bid for a period of 180 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the District Authority.
6. We submit the Schedule of Rate as appended herewith.

Encl: Schedule of Rate

Yours sincerely,

Authorized Signatory [In full and initials]: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Company Seal)

FORM F-2

(To be submitted with Financial Proposal)

OPERATIONAL EXPENSES**A. Operational Expenses (exclusive of all taxes)**

Sl.	Particulars	Category	Operational Cost / `Month with all manpower (Rs.)	**No. of health Institutions in the District	Total Monthly Operational Expenses of the Help desk / Month (Rs.) (exclusive of GST) (In both figure & words)
			A	B	C = A x B
I	* Operational Expenses : DHH <i>Operational expenses of the help desk / month should include all costs (exclusive of GST) towards Provision of HR with management of their statutory compliance & service charge : 1 helpdesk manger, 10 trained volunteers (with qualification, knowledge & personal attributes as mentioned in the terms of reference) for operation / management of the help desk, provision of uniforms to deployed staffs, preparation of reports etc. as per terms of reference</i>	DHH		—	
II	*Operational Expenses : SDH <i>Operational expenses of the help desk / month (exclusive of GST) should include all costs towards Provision of HR with management of their statutory compliance & service charge : 1 helpdesk manger, 6 trained volunteers (with qualification, knowledge & personal attributes as mentioned in the terms of reference) for operation /</i>	SDH		—	

	management of the help desk, provision of uniforms for deployed staffs, preparation of reports etc. as per terms of reference				
			Total Monthly Operational Cost (I + II) in Rs.		

* The operational cost / month must take into consideration, the minimum wages act for the staffs deployed. The Category of Helpdesk manager and Helpdesk volunteers must be of Skilled and semi skilled respectively.

****Note :**

The bidders quoting for a particular district has to refer the no. of DHH & SDH of the district mentioned in the List of Institutions : Section 5 and accordingly have to put the figure in the column B above to calculate the total monthly cost for DHH & SDH in the column C.

Note :

*The monthly take home remuneration must be based as per minimum wages act vide the recent gazette notification issued by Labour & ESI Department, Odisha for Semi-skilled and Skilled personnel. This should take into account 24 x 7 x 365 days service of security personnel required at the health institutions.

*The service charge should take into account all cost related to management of the personnel including their statutory requirement, Uniform and other resource requirement of the Terms of Reference . The bidders are required to quote the price (Service Charge) in whole Rupees & no fraction of Rupee will be considered and quoting in fraction of Rupee will lead to summarily rejection of financial bid. There must not be any compromise on the take home remuneration mentioned above.

Organization Seal

B. Taxes if any (Pl. Specify with % figure) : _____
(Taxes if any shall be paid as per the prevalent rate at the time of payment)

Authorized Signatory [In full and initials]: _____

Name and Title of Signatory: _____

(Company Seal)

Cost Calculation format for arriving at the total cost for operationalization of Help Hesk at DHH

Sl. NO.	Particulars	Monthly Cost per Personnel (Rs.) exclusive of GST				***No. of Personnel	Total Cost / Month (Rs.) (up to two decimal places only)
		*Take home Remuneration / Month (to be quoted based on 30 days service)	EPF (Employer's share of 13%)	ESI (Employer's share of 3.25%)	Total		
1	Human Resource	a	b	c	d = a+b+c	e	f = d*e
1.1	Remuneration of Help Desk volunteers (Semi-Skilled)						
1.2	Remuneration of Help Desk Manager (Skilled)						
2	Total Cost / Month [1.1 + 1.2]						
3	Service Charges per Month						
4	Total Cost / Month [2+3]						

Cost Calculation format for arriving at the total cost for operationalization of Help Hesk at SDH

Sl. NO.	Particulars	Monthly Cost per Personnel (Rs.) exclusive of GST				***No. of Personnel	Total Cost / Month (Rs.) (up to two decimal places only)
		*Take home Remuneration / Month (to be quoted based on 30 days service)	EPF (Employer's share of 13%)	ESI (Employer's share of 3.25%)	Total		
1	Human Resource	a	b	c	d = a+b+c	e	f = d*e
1.1	Remuneration of Help Desk volunteers (Semi-Skilled)						
1.2	Remuneration of Help Desk Manager (Skilled)						
2	Total Cost / Month [1.1 + 1.2]						
3	Service Charges per Month						
4	Total Cost / Month [2+3]						

ANNEXURE : AGREEMENT*

AGREEMENT

(*On a Stamp Paper of Rs.100/-)

1. An agreement made this.....day of 2020
 BETWEEN.....
(hereinafter called "the approved service provider", which expression shall, where the context so admits, be deemed to include his heirs successors executors and administrators) of the one part AND the CDMO,..... District, Odisha (hereinafter called "the District Authority" which expression shall, where the context so admits be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved service provider has agreed with the District Authority to operate the help desk in the Health Institutions in the manner set forth in the terms of the Request for Proposal (RFP) and Schedule of Rates.
3. And whereas the approved service provider has deposited a sum of Rs.....(Rupees.....) only in the form of as security for performance of the project.
4. Now these present witnesses:
 - (a) The approved service provider shall be paid at the rate as offered by them in the financial proposal towards monthly operation cost of the help desk as mentioned below:
 - i) DHH - Operational Expenses/month : Rs..... /month
 - ii) SDH - Operational Expenses/month : Rs...../month
 - (b) In consideration of the payment to be made by the District Authority as above, the approved service provider will duly implement the project in the manner set forth in the terms of the RFP.
 - (c) The terms & conditions and terms of reference of the RFP appended to this agreement will be deemed to be taken as integral part of this agreement and are binding on the parties executing this agreement.
 - (d) Following documents / letters /correspondence undertaken between the parties shall also form part of this agreement :

District Authority	Approved Service Provider
(a) Request for proposal and any amendment there it, if any.	a) Proposal Submitted in response to RFP
(b) Office Order subsequent to RFP	b) SOPs in respect to help desk operation.

5. Payment

(a) The District Authority does hereby agree that if the approved service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions, the District Authority will pay or cause to be paid to the approved service provider at the time and in the manner set forth in the said terms.

(b) The mode of payment is as specified below:

The Operational Expenses shall be paid on a monthly basis upon submission of bill **monthly basis** upon submission of bill with attendance chat of the deployed manpower. The bills should be in the name of the concerned authority of the District. The telephone bill shall be reimbursed as per actual in respect of calls made for referral service.

6. Operational Parameter and Penalty

The successful bidder has to operate the help desk with quality service as mentioned in the terms of reference. Penalties shall be imposed on the agency in case of any deviation found in discharging of services including unattended calls. The amount of penalties set as per norms would be the sole discretion of the district authority.

7. Period of Engagement/Duration of Contract

The agency will be engaged initially for a period of 1 year subject to satisfactory performance, which may further be extended by the District Authority on mutual agreement.

8. Schedule of Implementation

The agency is required to set up the help desk with all personnel within 15 days of signing the contract.

9. Termination /Suspension of Agreement

(1) The District Authority may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension --



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

(2) The District Authority after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (a) to (d), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.

- (a) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the District Authority have subsequently approved in writing.
- (b) If the service provider becomes insolvent or bankrupt.
- (c) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- (d) If, in the judgment of the District Authority, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

10. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Committee as specified in RFP document.

In witness whereof the parties hereto have set their hands on theday of 2020.

Signature of the Approved Service Provider

Signature of CDMO

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness