1

Dated: Shillong, the 2nd July, 2021.

RFP. No:DHS/MCH&FW/NHM/Jenga/35/2021/1468(A).

Request For Proposals (RFP)

Operationalization of Jengjal Hospital through Public Private Partnership (PPP)

For and on behalf of NHM, Government of Meghalaya, Sealed Tender affixed with Rs. 25/- Court Fee Stamp is invited by the Mission Director, National Health Mission, Meghalaya from Reputed Firms/ Agencies/ NGOs, for selection of bidders for the "OPERATIONALIZATON OF JENGJAL HOSPITAL UNDER PPP–NGO MODE".

Technical and Financial Evaluation of the Tender Documents would be evaluated by a Tender Committee duly constituted by the Government of Meghalaya.

Date of Sale of Tender Documents : 5th July, 2021.

Pre-Bid Meeting of Tender : 16th July, 2021.

Last Date of Submission of Tender : 23rd July, 2021.

Opening date of Tender Document

(Technical Bid)

: To be Notified.

Opening date of Tender Document

(Financial Bid)

: To be Notified.

Place of Enquiry & Sale of Tender: http://www.nhmmeghalaya.nic.in

State Programme Management Unit (SPMU)

Directorate of Health Services,

Health Complex, Laitumkhrah, Shillong.

Place of Opening of Tender: Office Mission Director, NHM

Directorate of Health Services,

Health Complex, Laitumkhrah, Shillong.

Office of Mission Director, National Health Mission

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

Phone: (0364) 2504532 Email: nrhmmegh@gmail.com

www.nrhmmeghalaya.nic.in f Nhm Meghalaya



2

Disclaimer

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

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

RFP/ TENDER SUBMISSION

- These Tender documents can be downloaded from the state NHM Portal; http://www.nhmmeghalava.nic.in/ during all working days up to 23rd July, 2021, against the Non-refundable Bank Draft of Rs. 1,000/- (Rupees One Thousand only) in favor of the Mission Director, National Health Mission, Meghalaya, payable at Shillong to be submitted with Tender Document. Bidders must write their firm's name and address at the back of the bank draft.
- The Tender Document on the prescribed per-forma shall be submitted in a single big size envelope containing two envelops one for "Technical Bid" second for "Financial Bid, in original". The two envelopes prepared should be sealed and placed in an outer envelope marked, Superscribed as Tender Document for the "Operationalization of Jengjal Hospital through Public Private Partnership (PPP)" addressed to the "Mission Director, National **Health Mission, Meghalaya**" and should reach the office along with the bank draft on or before the 23rd July, 2021 up to 4:30 p.m.
- The sealed Tender Document should be handed over personally or can be sent by a Registered Post / Speed Post / Courier Service, to the mentioned address. Tenders received after due date shall not be entertained. The postal delay shall not be the responsibility of the department.
- 4. The Tender will be opened by the Committee or by an officer duly authorized by the "Mission Director, National Health Mission (NHM), Meghalaya" on a date to be intimated later in presence of any intending supplier or any other authorized representative who may be present in the office of the Mission Director, NHM, Meghalaya.
- The bidder shall deposit Bid Security/Earnest Money Deposit (EMD) amount (as specified in the technical bid cover) in the form of Banker's Cheque/ Demand Draft/ Bank Guarantee of a Scheduled bank in favor of the Mission Director, NHM, Meghalaya. In the absence of the EMD, technical proposal of the bidder shall be rejected.

Office of Mission Director, National Health Mission

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

Directorate of Health Services, Health Complex, Upper New Colony, Laitumkhrah, Shillong - 793003 Phone: (0364) 2504532 Email: nrhmmegh@gmail.com www.nrhmmeghalaya.nic.in Mhm Meghalaya @iecbccnhmmegh

3

A. INTRODUCTION:

- 1. Government of Meghalaya with a view to providing competent clinical care and community outreach services including public health functions in certain areas in the State, considered it desirable to hand over the functions and responsibilities of maintaining and operating a JENGJAL HOSPITAL combined with its Sub Centres (SCs) (if any) in West Garo Hills to a Private Agencies/ NGOs/ Concessionaire etc who would be allowed to maintain and operate the health facility in accordance with the terms and conditions laid down in this tender document and the Service Level Agreement through Public Private Partnership (PPP) mode. Government of Meghalaya hopes that this would bring about considerable improvement in provision of competent clinical care and specialized services including public health functions in these areas in the State.
- 2. Government of Meghalaya views the arrangements as Public Private Partnership in the Public Health System in the State. Such a partnership is seen as a step towards strengthening the Public Health System and as a measure towards facilitating and building the capacity of the state to manage the health facility by demonstrating models for comprehensive Primary, Secondary and Tertiary Care, with emphasis on active community engagement.
- 3. The spirit of such a Public Private Partnership is essentially to share risks and rewards in such a manner so that comprehensive primary health care can be provided to those who need these services. Government recognizes that such partnerships with organizations that have competence and credibility offers the governments avenues to leverage the knowledge and expertise of such organizations to improve management and delivery of comprehensive Primary, Secondary and Tertiary Health Care services.
- 4. Government of Meghalaya expects that the concession granted will not be treated as a business venture and will not be used to make profits. Recognizing that a reasonable surplus of income over expenditure annually will be desirable for sustainability of the PPP arrangement.

B. <u>DEFINITIONS</u>:

- 1. **Concessionaire:** The term "Concessionaire" means the legal person or entity which is awarded the concession to carry out the functions in terms of the Service level agreement in the facilities.
- 2. **Concession:** Concession is the permission accorded by the Government to operate and maintain one or more "health facility (ies)" for a definite period.
- 3. **Facilities:** Facilities would mean a set of one Jengal Hospital and its annexed Sub Centre's (depending on any addition to the project) wherever applicable.
- 4. **Service Level Agreement (SLA):** Service Level Agreement would in its scope and meaning would also be treated as a concession contract. A concession contract is a contract between the contracting authority and the concessionaire that sets forth the terms and conditions for maintaining and operating the facilities.
- 5. **Request For Proposal (RFP):** The Tender Document or the Bid quoted by the Agency/ NGO(s)/ Concessionaire.



Government of Meghalaya

4

C. SELECTION CRITERIA:

In view of the broad vision of the NHM, there is a need for many different types of Agencies/ NGOs/ Trust to be involved in which the NGOs also bring in very different competencies to assist the government in fulfilling its commitments to the people. Selection of NGOs would be based on the following criteria:

- 1. Fulfillment of eligibility Criteria (as given in the Tender Document)
- 2. Availability of Required Manpower Detail and the Resource Pool Available with the organization.
- 3. SWOT (Strengthen Weakness Opportunity Threat) analysis of the Organization who submit Bid.
 - > Years of work experience in Meghalaya.
 - Work experience in health field.
 - > Financial status and credentials.
 - ➤ Availability of the Resources and the Qualified Manpower Detail.
- 4. Long term sustainability / benefit for the health facility and the Government.
- 5. Field presence in the State/ District for which the NGO is applying.
- 6. On the basis of Additional Financial Contribution made by the Agency.
- 7. On the basis of the best SWOT submitted by the Organization for that particular Health Facility.
 - ➤ Strategy(s) for Strengthening the Health Facility.
 - > Strategy(s) for tackling the Weakness of the Health Facility.
 - > Strategy(s) for Long term Opportunity for the Health Facility.

Criteria	Documents Required				
	Registered Societies: Registered Society with provision of health services, health				
-	care, primary health care or any other health related services in its memorandum of				
Registration	association.				
(Kindly note	Trust formed to solely provide health services, health care, primary health care or any				
•	other health related services.				
*	Attested copy of the Registration Certificate along with copy of the Bye laws, should				
	also indicate that the Registered Societies are allowed to carry out Medical				
•	Healthcare activities.				
~ ~	Partnership Firm: Attested copy of the Partnership deed.				
	Entrepreneurship Firm: Attested copy of a Letter of Ownership.				
,	Holding Company				
	➤ Attested copy of the Memorandum of Association.				
	A foreign company can also participate on standalone basis or as a member of				
	consortium at RFP stage. But before signing the agreement it will have to form an				
	Indian Company registered under the Company Act, 1956.				
	<u>Consortium</u>				
	➤ Prime participant must be legal entity registered in India as a company under the				
	Company Act, 1956.				
	Maximum three members and one member as Lead Member.				
	➤ The Prime participant would need to submit an agreement with the other members				
	of consortium for the contract clearly indicating the division of work and their relationship.				
	➤ The members of the Consortium together should meet the minimum financial				
	criteria or turnover value.				
	<u>Licenses:</u> In case of non-tribal bidder only if the bidder is selected or work order is				
	awarded to them, then Trade License from GHADC is required to be submitted.				
	Ownership/ Registration (Kindly note Ownership Documents must clearly State / Indicate that the firm is engaged in Healthcare Related Activities)				

Office of Mission Director, National Health Mission
Directorate of Health Services, Health Complex, Upper New Colony, Laitumkhrah, Shillong - 793003



Government of Meghalaya

5

Sl. No	Eligibility Criteria	Documents Required						
2	Experience	All Participating Parties should have experience of successfully delivering Primary,						
		Secondary and Tertiary health care delivery infrastructure in Meghalaya that is fully operational for at least past three years as per Annexure I .						
		The following details should be incorporated in the bids:						
		> Years of Work experience in Meghalaya.						
		➤ Work experience in health field and similar project.						
		➤ The Organizations must produce demonstrable and verifiable evidence of						
		providing clinical, outreach and public health services at the primary, secondary						
		and tertiary healthcare level for a minimum period of three years continuously.						
3	Financial status	The Participating Agency(s) shall a minimum Average Annual Turnover of Rs. 50.00						
	and credentials /	Lakhs (Duly CA Certified) for healthcare operations in last 3 financial years as per						
	Net Worth	Annexure II.						

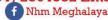
D. MODALITIES OF IMPLEMENTATION AND SERVICE DESCRIPTION:

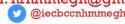
- The newly constructed Jengjal PHC building which has been notified as a Sub Divisional Hospital vide **Notification No.** Health/117/2020/Pt/13. **Dated:** Shillong, the 22nd May, 2021 will be handed over to the successful bidder.
- The agency will provide all the Health/ Medical / Family Welfare services as outlined in the SLA.
- iii. The agency has to engage its own Specialist/ Medical/ Paramedical / Other staff for providing these
- iv. The agency will ensure that these personnel are always available at the pre-decided timings. The personnel should reside locally.
- In case of leave of any personnel the agency will provide an alternative so that the Hospital does not become nonfunctional due to lack of required personnel at any point of time.

D.1. Services: The Agency will provide the following services

Sl. No.	Particulars	Requirements / Standards				
i.	Basic Function	 > OPD services for six days a week. > IPD Services; 24*7 Emergency & Referral services. > Management of Common Communicable Diseases and General Outpatient > Emergency Services and Intensive Care. > Specialty Care: EmONC, Telemedicine/ Teleconsultation. > Care for acute simple illnesses and minor ailments. > Management of Communicable diseases under National Health Programmes > Screening, and Management of Non-Communicable diseases including promotion of healthy life style. > Care for Common Ophthalmic and ENT problems. > Geriatric and Palliative health care services. > Screening and Basic management of Mental Health ailments. > Care for Common Ophthalmic and ENT problems. > Basic Dental Health Care. 				
ii.	Beds	 Basic Dental Health Care. 31 bed inpatient facility for SDH, including ICU beds (Category 1 SDH) One SDH and Sub Centres (if any) attached to it will together be termed as "Facilities". Government reserves the right to decide on the number of facilities for which concession to operate and maintain will be awarded. 				









Government of Meghalaya

6

Sl. No.	Particulars	Requirements / Standards
iii.	Maternal & Child Health Services	Identification and referral for danger signs Pregnancy testing and counselling Antenatal care Intra-natal care Normal deliveries by SBA (Partograph, AMTSL, etc) Pre-referral management for obstetric emergencies (Eclampsia, PPH, shock) Postnatal care: 24–48 hours stay post-delivery and outreach. Immediate newborn care – drying, warming, skin to skin contact Initiation of Breastfeeding Post-partum contraceptive counselling Assisted vaginal deliveries Management of complications Stabilization of obstetric emergencies and referral HIV screening 48 hours stay post delivery Case management of RTI/ STI Antibiotics for preterm or PROM for prevention of sepsis of newborns Comprehensive management of all obstetric emergencies, eg, PIH/eclampsia, sepsis, PPH, retained placenta, shock, obstructed labour, severe anemia
iv. Family Planning Services		 LSCS and other surgical interventions. Blood grouping and cross-matching. Blood Storage Unit Addressing the broad framework of RMNCH+A Activities. Improve on referral services of Garo Hills Region. Counselling and provision of spacing methods including interval IUCD and PPIUCD PPIUCD insertion Female sterilization including post-partum sterilization, male sterilization (conventional and NSV)
v.	Immunization services for Child	At birth dose and other vaccinations as per Universal Immunization Programme (UIP) schedule to be administered by the selected partner where all vaccines including Deep Freezer and ILR will be supplied by the Government and rest of the logistic would be supplied by the concessionaire.
vi.	Laboratory Test	 Complete Blood Count (CBC), Platelet count Hb%, Urine for albumin and sugar, RDK for malaria, Urine for pregnancy test Bleeding time, clotting time Routine and microscopic examination of stool Sputum for TB and P/S for MP Blood grouping and RH typing & HIV screening Wet mount, PR/VDR, HBSAg, HCK Screening Serum bilirubin for sick newborns Liver function test, Kidney Function Test and Thyroid profile Fasting Lipid Profile Uric Acid Rheumatoid Factor Glucose tolerance test Gram staining Scrub Typhus/ Widal/ Typhidot/ Dengue NS1 Lab and diagnostics including ECG, Sonography and X Ray. Any other tests as required by National Health Mission or as per IPHS.





Government of Meghalaya

7

Sl. No.	Particulars	Requirements / Standards			
vii.	Ambulance and Outreach Services	 The Agency will provide ambulance service (especially under JSSK Scheme) with any available ambulances at the health facility (s) or with through Agency's procured ambulances. Trauma Care (that can be managed at this level) and Emergency Medical Services. The implementing Agency/ NGOs are required to conduct outreach services in various hard to reach location within their respective jurisdiction areas for enhanced coverage of beneficiaries. 			
viii.	Specialty Clinics	In addition to the above, <i>specialty clinics</i> including Telemedicine (Cardiology, Orthopedics, Rehabilitative Medicine, Neurology and Dermatology), High Risk Pregnancy Clinic, High Risk Newborn Clinic, Early Child Development, Perinatal and Genetic counselling and Life style medicine. *Emergency and ICU services* will also have to be facilitated. *Jengjal Hospital* will also function as a Training & Referral Facility.			

National Programmes

National Programmes of health and family welfare in the area assigned to the agency are to be implemented by the agency in coordination with the existing field staff specifically appointed by the government for such programmes. Any Drugs/Vaccine/Equipment/MCP Cards/Reporting Formats etc made available by the Central government / State Govt. under any National Programme for use at Health Facility will also be given to the agency.

D.2. Human Resource and Staffing:

- > The Concessionaire agrees to ensure that all essential Human Resource are made available at the health facility as per **Table 1** mentioned below. Any changes with the pattern of human resource would be effected with the approval of the State Government.
- ➤ Both sides agree to make sincere efforts to resolve issues relating to service conditions of the existing staff including contractual staff.
- The roles of ASHA and other voluntary staff working under any scheme of NHM would remain unchanged in respect of such facilities run by the concessionaire.
- The Concessionaire commits to ensure that at all times, sufficient suitably trained staff will be posted in the facilities to ensure that services comply with all the statutory requirements and meet patient needs.
- The Concessionaire agrees that a record of qualifications of all staff shall be maintained and it will make such records available for inspection.
- ➤ The Concessionaire hereby expresses its commitment to training and staff development and the maintenance of professional knowledge and competence.

Office of Mission Director, National Health Mission

The categories and number of human resources required are mentioned below:



Government of Meghalaya

TABLE - 1

Sl. No	Category of Staff	Number of Staff
1.	Specialist (General Surgeon, Obs & Gynae, Pediatrician, Aneasthetist etc)	6
2.	Medical Officers (MBBS)	6
3.	Dental Surgeon	1
4.	AYUSH Physician	1
	NURSES AND PARAMEDICAL STAFF	
5.	Staff Nurses (BSC/ GNM)/ PHN	12
6.	ANM	12
7.	Lab Technicians	2
8.	X – Ray Technician	1
9.	Dietician	1
10.	Opthalmic Assistant	1
11.	Dental Assistant	1
12.	Cold Chain and Vaccine Logistic Assistant	1
13.	Counselor	1
	ADMINISTRATIVE STAFF AND GOUP D STAFF	
14.	Administrative Staff (Data Entry Operator/ Registration Clerk/ Accounts Assistant/ Administrative Assistant)	8
15.	Group D Staff (Dresser/ Ward Boys/ Nursing Orderly/ Driver/ Security)	6

^{*} For each annexed Sub-Centres (if any), it is mandatory to be manned by at least one ANM and one Chowkidar cum Multi Purpose Worker. Additional ANMs can be deployed depending upon the population, case load, No. of villages etc.

D.3. Standard of hygiene and health safety:

- ➤ The Agencies/ NGOs/ Concessionaire will maintain and run the Health Facility in a hygienic manner conforming to the normal norms of health safety.
- ➤ The hospital waste is being disposed of in conformity with the recognized and acceptable norms as specified by biomedical waste management norms.
- ➤ The agency will assist the government for controlling any epidemic or medical emergency in the area.

D.4. Drugs and Consumables:

- ➤ The Agencies/ NGOs/ Concessionaire will receive drugs and consumables based on the periodic requisition submitted by the Agency to the District Warehouse/ State Warehouse.
- > The Agency can also procure drugs and consumable from their own funds whenever required. The concessionaire can procure lifesaving drugs at reasonable prices. Procurement of such drugs should not exceed 10 per cent of the total drugs and consumables consumed in a year in terms of value.
- All procurement of drugs / consumables can be purchased as per government norms.
- An indicative list of drugs and consumables to be supplied by the Government as on SLA.

D.5. Audit and Accounting:

- > Separate books of accounts are to be maintained for the health facility.
- Accounts are to be audited by a chartered Accountant.
- > Statement of Expenditures (SOE) & Utilization Certificates (UCs) is to be submitted on time.
- > State government can ask for a special audit of health facility(s) accounts after giving 30 days notice.

Office of Mission Director, National Health Mission

8





9

D.6. Records and Reporting:

- The Agencies/ NGOs/ Concessionaire will maintain records and send reports {HMIS, RCH, Family Planning, Maternal Death Review (MDR), Child Death Review (CDR) etc in time as normally expected from any health facility in the government system. The agency will preserve the records carefully and hand over the same to the state government at the time of exiting from the project.
- The Concessionaire will also maintain a record of proceedings of the meeting of the Hospital Management Society / RKS. State Health Society (SHS), National Health Mission may authorize officers to conduct inspections at the health facility.
- The Concessionaire will also maintain a visitor's book where authorized government functionaries can record their views / suggestions after conducting an inspection.
- > Concessionaire will submit Annual Progress Report and can also publish it after the approval of the SHS at the end of the year.

D.7. Performance Monitoring and Standard of Services:

The performance of the agency will be monitored on the basis of output based indicators. Some of these indicators are:

- State shall use other mechanisms such as HMIS, and external monitoring to assess performance on key indicators.
- Personnel Availability Nos. & Number of days/months.
- Availability and consumption of medicines & consumables.
- Referral Services, Ambulance Service & Outreach Services. Performance of the Agency will be monitored by the State Health Society, National Health Mission or any authorized agency appointed by the society as and when required.

Review and Monitoring Structure

- Health Facility Planning and Monitoring Committee would be constituted at the Hospital level comprising the representative of the Concessionaire, M.O I/c, Medical Officer, Block Programme Management Unit (BPMU), NHM and members from Hospital Management Society (RKS) of the area.
- A half yearly review meeting will be held and attended by appropriate levels of officials of the Government and Concessionaires to review the performance, the anticipated outcome of the agreement and future service developments and changes. Further meetings may be arranged at any time to consider significant variation in the terms or conduct of the agreement and where corrective action on either party is indicated. Both the Government and Concessionaire agree to consider introduction of any further service in line with any new initiative of the government or in response to local demand which could not be anticipated earlier.
- Both the Government and the Concessionaire agree that such additional services should be provided without extra cost. However, if it is felt by both the parties that the additional services would require additional resources/manpower, the Government agrees to consider reasonable increases in amount disbursed to the Concessionaire based on the cost of additional resources (depending on the approval from Planning and Finance Department, Govt. of Meghalaya).





10

E. PROJECT COMMENCEMENT & DURATION:

- The duration of the project will initially be for a period of 5 (five) years extendable by another 3 years on satisfactory performance.
- ➤ However, in case State Health Society, National Health Mission or the Agency desire to terminate the project before the expiry of the period, a notice period of two months will be given.
- ➤ The duration of years will be calculated from the date of physically handing over the health facility to the agency.

F. FUNDING:

- a) The Financial Agreement for the Operational Expenditure (OPEX) Cost of management of Jengjal Hospital will be @ Rs...... per month (to be quoted in the Financial Bid as per Annex V.)
- b) Agencies/ NGOs/ Concessionaire will be provided funds for the operation and maintenance of health facility allotted to them, these funds are to be utilized towards meeting the cost of Personnel, Reagents, Surgical material, Health care consumables, Administrative charges, minor civil works, Water & Electricity, Furniture, Equipment, Maintenance of health facility & Equipment, Ambulance maintenance & repairs, IT innovations, Outreach Activities, IEC etc.
 - Once the SLA/ MoU has been signed the State Health Society, National Health Mission, Meghalaya will releases the grant to the NGO as under:
 - ➤ 1st release: 15% of the total grant.
 - ➤ 2nd release: 40% of the total grant based on the UCs received.
 - > 3rd release: 40% of the total grant based on UCs submitted and favorable evaluation report.
 - ➤ 4th release*: 5% of the total grant the final grant is released on receiving the completed UCs and audited Statement of accounts along with project completion report.

The agency will meet 10% of the project cost from its own resources.

- c) In cases when there are delays in receipts of Fund Allocations by National Health Mission (NHM) /State Government/Department of Health from various sources. The Agency(s)/NGOs/Concessionaire should be able to financially sustain and support the functioning of their respective health facilities tills such funds are available for disbursement.
- d) The Agency(s)/ NGOs/ Concessionaire will also be eligible for the allocation of programme related funds (E.g, JSY, JSSK, MHIS etc) for their respective Health Facility under National Health Mission (NHM) /State Government/ Health Department as per the existing norms
- e) The agency can also seek additional financial assistance through Sponsorships, Corporate Social Responsibility (CSR) Activities etc from various stakeholders in availing Equipments, Ambulances, Minor Building Extension/ Repair/ Renovation etc subject to the prior approval of National Health Mission, Meghalaya. However, any assets created under such approvals will remain as the property of the State Government and the health facility concerned and not of the implementing Agency.
- f) The Assets procured and created by the Concessionaire for facilitating implementation of various services within the health facility shall remain to be their property and necessary documentation and Asset Register of the same are to be maintained during the taking/ handing over of the hospital.
- **G. SAVING CLAUSE:** No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the Tender.

@iecbccnhmmegh

f Nhm Meghalaya

www.nrhmmeghalaya.nic.in



Government of Meghalaya

11

- H. TERMINATION / SUSPENSION OF AGREEMENT: The Government may, by a notice in writing suspend the agreement if the Concessionaire fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
 - Shall specify the nature of failure, and
 - Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
 - > If the Agency 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 Government have subsequently approve in writing then the Government can terminate / suspend the Agreement as it deem fit.
- I. Force Majeure: No penalty or damages shall be claimed in respect of any failure to provide services which the Concessionaire can prove to be directly due to a war, sanctions, strikes, fire, flood or tempest or Force Majeure, which could not be foreseen or overcome by the concessionaire or to any act or omission on the part of persons acting in any capacity on behalf of concessionaire provided that the concessionaire shall at the earliest bring the same to the notice of the State Government.
- **J.** If found that the Successful Bidder is incompetent to provide the Service requested, in such a situation, the proposal may be reviewed for award of the contract to the next qualifying bidder or go for a fresh bid depending on the circumstance. No form of compensation shall be payable in any form whatsoever to the forfeited firm. In case it is decided to go for the next qualifying bidder, negotiation maybe considered to bring down their price nearer to the originally Evaluated or Lowest bidder in consideration herewith.

K. GENERAL TERMS & CONDITIONS

- a) Selected agency will operate and maintain these **Health Facility(s)** as per the requirement specifications to be laid down in the SLA/ MoU document.
- b) Any minor civil work required for the purpose like water, drainage system, and other plumbing work shall have to be undertaken by the agency itself even for adjoining area to help manage the facility in a smooth manner. However, for any major civil works will be taken up by the Health Engineering Wing, Govt. of Meghalaya / National Health Mission subject to approval from the appropriate authorities.
- c) Services to be provided as per standard treatment guidelines prescribed by the Government (MNH Toolkit of GoI).
- **d)** No subletting of part or whole of the process/infrastructure/services shall be allowed.
- e) Interested Bidders may inspect the proposed *Health Facility(s)* buildings before submission of their RFP to decide requirement at their own cost.
- f) Before submitting an RFP, the bidder will be deemed to have satisfied themselves by actual inspection of the site and locality of the works that all conditions liable to be encountered during the execution of the works are to be taken into account.
- g) At any time prior to the date of submission of the Bids, the Tender Inviting Authority may, for any reason whatsoever, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Documents by an act of amendment thereafter referred to as an Addendum for Addition & Corrigendum for Correction. All prospective bidders who have received the bid documents will be notified of the Addendum / Corrigendum and that will be binding on them. In order to provide reasonable time to take the Amendment into account, the Tender Inviting Authority may at its discretion extend the date and time for submissions of Bids.
- h) No conditional Tender shall be accepted. The committee reserves the right to accept or reject any Tender / Quotation without assigning any reasons thereof.



12

- In the event of any dispute arising out of the Tender, such matter thereof be referred to the competent Civil Court within the jurisdiction of Shillong.
- j) No bidder will be allowed at any time, on any ground whatsoever to claim revision of or modification in the rates quoted by him. The representation of the bidder, that the computation, typographical or clerical error, etc has been committed in the bid, and a request for revision. Such a plea shall not be entertained after opening of the bid.
- k) The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and any subsequent costs incurred as a part of the Bidding Process. State Health Society, National Health Mission, Meghalaya shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- l) Payment Terms & Security deposit: Bank Guarantee of INR10,00,000/- (Rupees Ten Lakhs Only) has to be deposited with the State Health Society, National Health Mission, Meghalaya by the selected agency at the time of signing of the agreement.
- L. PENALTY CLAUSE: The Service Provider should ensure that all Health Centres are 100% functional during each month, however if the health centre is not made functional beyond seven days at a stretch or in a particular month then penalty clause will attract as follows to every extra day:

i. Upto 7 days from beyond allowed period Rs. 1,000/- x No. Of days not functional x No. Of Centres. ii. From 8th days to 15 days Rs. 2,000/- x No. Of days not functional x No. Of Centres. iii. From 16th day to 22 days Rs. 3,000/- x No. Of days not functional x No. Of Centres. iv. From 23rd day to 30 days Rs. 4,000/- x No. Of days not functional x No. Of Centres.

v. Above 30 days Agreement/ Contract may be cancelled.

M. SINGLE BIDDER CLAUSE:

All efforts shall be taken to allow participation of maximum qualified bidders. However, in an eventual case of single bid, the Department of Health and Family Welfare, Government of Meghalaya may take any necessary decisions to deliver these essential services in the interest of the people.

Office of Mission Director, National Health Mission

-Sd-**Mission Director National Health Mission** Meghalava.

Directorate of Health Services, Health Complex, Upper New Colony, Laitumkhrah, Shillong - 793003 Phone: (0364) 2504532 Email: nrhmmegh@gmail.com www.nrhmmeghalaya.nic.in f Nhm Meghalaya (y) @iecbccnhmmegh

■ IECBCC NHM Meghalaya

13

RESPONSIBITY OF VARIOUS STAKEHOLDERS:

1. Responsibility of the Agency(s)/ NGOs/ Concessionaire:

- a) Running cost of all facilities including staff salary to be borne by the Service Provider.
- b) The concessionaire will, manage and maintain and ensure that the facilities are run in accordance with the Indian Public Health Standards (2012). In circumstances where IPHS standards cannot be met fully, the state government shall decide on the relaxation of the standards but ensure that facilities are in a working condition through annual inspection.
- a) Responsible for inventory management of drugs and consumables.
- b) They must provide emergency care for patients throughout 24 hours.
- c) Recruit, train and position qualified and suitable personnel for implementation of the project under various categories. The staff so engaged/recruited/appointed 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 Government. Bidder shall not assign or sublet his contract or any substantial part thereof to any agency
- d) The bidder shall be fully responsible for adhering to the provisions of various laws applicable on them including **Labour laws and Minimum Wages Act.** In case the bidder fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the bidder shall be fully responsible to compensate/indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations.
- e) They must issue Identity cards and uniforms to their staff, workers and patients. It must also be seen that staff and workers stick to the dress code. The service providers should ensure timely payment to all staff. The service providers will be required to disclose the details of each staff with the State Health Society, National Health Mission. Any new recruitment of staff should be immediately reported to the concerned RKS and State Health Society, National Health Mission with requisite documents to claim their candidature.
- f) The responsibility of managing complications arising during their treatment lies with the Service Provider. They should make arrangements to shift the patient to the nearest hospitals in case the patient cannot be treated at the Centre.
- g) They should make alternative arrangements in the event of breakdown of their services at their own cost.
- h) They must update all patient records in the computer systems including both online and hard copy which can be accessed and examined by the State Health Society, National Health Mission. They must maintain all records both medical and nonmedical as well as medico legal records, as prescribed under the provisions of law.
- i) They must submit the required reports and duty roster to the Hospital Administration as will be agreed to in the SLA/MoU.
- j) All out-patients registered must preferably be seen on the same day itself.
- k) Service provider will ensure remedial measures with regard to any deficiency in services pointed out by the hospital administration.
- 1) All license/ approval/ permission including PNDT will be the responsibility of the selected partner.
- m) Selected Agency(s)/ NGOs/ Concessionaire will forward names of all beneficiaries/ ASHA to DM&HO for further processing of reimbursement/ payment as per the government policies.
- n) Provisions of housekeeping services to maintain the hygiene within the facility.
- o) The agency shall maintain the premises and it shall be the responsibility of the agency to carry out disposal of waste of the centre as per the Biomedical Waste Management and Handling.
- The agency will ensure cool and RO purified drinking water round the clock for all visitors to the facility.



Government of Meghalaya

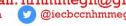
14

- q) The concessionaire will establish a transparent and "open to public" *Grievance Redressal System* within the facility.
- r) For certain administrative powers such as the issuance of birth and death certificates, the state government would nominate the officer in charge of the nearest government managed facility as the issuing authority.
- s) The concessionaire commits that any land within the premises of the facilities will not be used in any manner without the prior written approval of Government of Meghalaya. Failure to adhere to this provision will lead to cancellation of this agreement forthwith and Government of Meghalaya will take over the facilities without any notice.
- t) Conduct training programs for paramedics, doctors and other academic activities (workshops/seminars) as required for governmental doctors and others on the request of the Government (Government to bear expenses on such workshops/ seminars).
- u) The concessionaire should ensure that in cases where there is delay in fund release from the government due to some reason, it should be able to sustain the management of health facilities for at least 2 quarters.

2. Responsibility of the Government:

- The Government will provide Land and building on "as-is-where-is-basis". However, for any upgradation of civil infrastructure, a proposal can be made and for necessary approval by the Government.
- b) Timely settlement of claims at the agreed terms in accordance with the provisions of the agreement subject to availability of funds with State Government.
- c) Provide help in laying down guidelines and finalize Standard Operating Procedures.
- d) To prepare standard registers, log books, case records, etc.
- e) To conduct regular monitoring and evaluation of the project activities based on quantifiable indicators and reports received from the service provider.
- f) Prescribe various formats for reporting progress of the project to be used by the Service Provider.
- g) Coordinate with local administration for smooth functioning of the facility and services.









Government of Meghalaya

15

EVALUATION OF PROPOSALS

- **A. Technical Proposal:** The technical proposal should indicate the following:
- ➤ Documentary evidence in support of fulfillment of eligibility criteria; Letters of certificates from the auditors of the agency (in case the agency has been operating its own health facility) or the clients (in case the health facility has been operated for and on behalf of others), as the case may be, indicating the number of health facility and the period since the start of operations (as per Annexure III & Annexure IV).
- Letter of Certificate by the auditors indicating the turn over figure in the last three financial years (Annex II).
- **B.** After opening of offer, on the scheduled date, time and venue, the committee shall examine the contents of the RFP along with all prescribed mandatory documents.
- **C.** The committee shall also analyze that there is no collusive or fraudulent practice involved in the entire process amongst all the RFP received.
- **D.** Any bid during the evaluation process which does not meet the conditions laid down in the RFP document will be declared as not acceptable and such RFP shall not be considered for further evaluation.
- E. Bids which are in full conformity with RFP requirements and conditions shall be declared as Eligible RFP.
- **F.** The short listed firm will be required to give a presentation.
- **G. Evaluation Procedure:** The proposals shall be evaluated by an Evaluation Team/ Tender Committee, constituted by the State Government. The evaluation shall be a 2-step process as outlined below:
 - > Step-1: Assessment of Capacity and experience on the basis of documentary evidence submitted (Annexure IV).
 - > The technical proposal shall be evaluated and marks assigned on the basis of documentary proof provided therein. The parameters and the marks to be assigned will be as shown in the table below:

Sl.	Parameters for Technical Scoring	Max Marks		
organization s worth in maccossiste arouse importance of only of more as on east				
March, 2021.				
1	Previous period of experience in managing Hospitals (in Meghalaya/ North-Eastern States): Experience of 3 Years Complete = 10 marks.	10		
2	Has Working Experience			
	in Remote & Rural Areas = 5 Marks	10		
	in Garo Hills Districts = 5 Marks			
3 Has Working Experience in establishing a referral network for secondary and tertiary care - Experience in using public sector facilities for referrals would be preferred. ➤ Experience in Obstetrics and Gynaecology = 5 Marks				
	Experience in Pediatrics = 5 Marks	15		
	Experience in Intensive Care Units (ICU)/ = 5 Marks High Dependency Units (HDUs)/ NICU/ PICU			
Number of Caesarean Section conducted at a particular health facility since the last three years. The Weighted Score will be considered for the same Weighted Score = (Score/Max. Score)*10				
5 Has Working Experience in Outreach Service Delivery for marginalized populations through the use of Mobile Medical Units/ Clinics, or innovative combinations of clinic and referral services		10		
6	Has Working Experience in implementing Teleconsultation/ Teleradiology	15		
Has appropriate number of staffs with an optimum skill mix to deliver primary health care services (E.g, Gynaecologist, Pediatrician etc) – to be verified from CVs.				
8	Has demonstrated ability to undertake Skill Based Training with collaborations with various reputed Institutes/ Medical Colleges etc	15		
	TOTAL MARKS	100		



Government of Meghalaya

16

- > Step-2: Opening of financial proposals and determination of overall winner through Quality cum Cost Based System (QCBS) method. The financial bids of only those bidders shall be opened who have score at least 70 marks or above at the end of Step-1.
- Final score for an applicant would be weighted average of technical and financial bids, where the technical and financial proposals will be assigned a weight of 80 and 20 percent respectively. The scoring system of this 'Quality-cum-Cost-Based System' to be used for obtaining final scores is illustrated below:

Technical proposal		Financial proposal		C			
Score	Weighted Score = (Score/Max. Score)*100	re = Amount (I		Technical	Financial	Total	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	
				=(2)*0.80	=(4)*0.20	=(5)+(6)	
70	77.78	4.50	100.00	54.44	30.00	84.44	L3
80	88.89	5.00	90.00	62.22	27.00	89.22	L1
90	100.00	8.00	56.25	70.00	16.88	86.88	L2

- The bidder with the highest score will be ranked No 1 and will be offered the concession.
- Merely quoting the minimum amount does not entitle for qualifying in the award of the tender.

Bid Validity period

The Proposal shall remain valid for 180 days after the date of opening of Technical bid. Any Proposal, which is valid for a shorter period, shall be rejected as non-responsive. However, the same can be extended with the mutual consent and acceptance of the bidder.

Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their RFP and their participation in the Selection Process. Department will neither be responsible nor in any way be liable for such costs, regardless of the conduct or outcome of the Selection Process.

Pre-Bid Conference

- (a) Pre-Bid Conference of the Applicants shall be convened on the 16th of July, 2021 (Venue & time to be Notified).
- (b) During the course of Pre-Bid Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of Department. The Department shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- (c) However, at any point of time prior to the date for submission of RFP, NHM may, for any reason, whether at its own discretion or in response to the discussions/ clarifications, modify the RFP document by issuance of an addendum to be published on http://www.nhmmeghalaya.nic.in. Such addendum will become an integral part of the RFP document

-Sd-Mission Director National Health Mission Meghalaya.



Government of Meghalaya

17

TECHNICAL BID COVER

- 1. The Technical Bid Envelope enclosed shall be required to be super scribed as "Tender Document for Operationalization Jengjal Hospital through Public Private Partnership (PPP)" along with the name of the company/firm offering the proposal.
- 2. Affix Rs. 25/- (Rupees Twenty Five Only) Non-refundable revenue stamp.
- 3. Compliance to Points referred under Eligibility Criteria & Terms and Conditions: The Organizations fulfilling the above conditions may submit the following information/ documents along with a covering letter on its letterhead (Page 1) indicating clearly the facilities that they would seek concession to operate and maintain.
- 4. Name, Address, Registration details of the Organization (Information) (Page 2).
- 5. The Tender document in original should be signed by the tenderer or his authorized representative along with seal on each relevant page. All corrections and over-writings must be initialed by the tenderer or his authorized representative. Every page is requested to be page marked, the bidders are advised to keep a photo copy (at their own cost) of the bid document for their own reference.
- 6. An Affidavit to be submitted on Non-Judicial Stamp paper attested by Public Notary that there is no vigilance / CBI Case or arbitration case pending.
- 7. The bid proposals will have to be accompanied by Earnest Money Deposits submitted separately. *Registered Societies*, *NGOs and Trusts* will have to pay an EMD of *Rs 2,00,000/- (Rupees Two Lakhs only)* in the form of a Demand Draft or Banker's Cheque. *Others* will have to pay an *EMD of Rs 5,00,000/- (Rupees Five Lakh Only)* in the form of a Demand Draft or Banker's Cheque / Bank Guarantee. The EMD will be refunded after selection of the successful bidder. No interest will be paid on the EMD.
- 8. Bid proposals not accompanied by EMD will not be opened. EMD of the bidder will be forfeited if it is discovered that the bidder has submitted false or forged or incorrect or misleading documents or information.
- 9. Technical Experience as per Annexure III and List of Technical Parameters as per Annexure IV along with all the necessary documentations/ certificates.
- 10. All these information and documents must be submitted with clear indication of the Page Number/ Document Number as per above. In case the document contains more than one page, it should be properly bound and identified with clear heading on the first page. All pages must be signed by the authorized signatory.
- 11. The bid proposals shall be valid for a minimum of 180 days. The Tender Committee may should the circumstances so require request the bidders to extend the validity beyond 180 days.
- 12. The bidder should submit a plan for running the proposed health facilities. The bidder's technical eligibility will be decided on their proposed methodology which includes manpower planning, expertise, experience and financial backup of the bidders.

-Sd-Mission Director National Health Mission Meghalaya.

18

FINANCIAL BID COVER

- 1. The Financial Bid Envelope enclosed shall be required to be super scribed as "Tender Document for Operationalization Jengjal Hospital through Public Private Partnership (PPP)" along with the name of the company/firm offering the proposal.
- 2. **Financial proposal:** This will contain the all-inclusive per hospital-per-month rate as per Annuxure V. This envelop must be clearly marked as "*Financial Proposal*" with a warning "**Do Not Open**".
- 3. The bidder shall give the total composite price indicative in Indian Rupees inclusive of all taxes (if any).
- 4. The price quoted by the bidder shall remain fixed and shall not subject to any variation. A bid submitted with an adjustable price quotation will be treated as non responsive and be rejected.
- 5. The Rates quoted on the Tender should be mentioned in both Figures and Words. Transparent tape should be applied on each quoted rates.
- 6. Rates quoted should be typed and should be free from Fluiding, Cutting and Overwriting. No hand written quotation will be accepted.
- 7. The Price bid shall not be opened for those bidders who have not complied with the provisions of the Bid Document or EMD clause or who have not complied with the provisions / technical specifications of the bid document or whose bid have been determined as non responsive or fail to qualify in the Technical Evaluation.
- 8. In the event that two or more Bidders bidding for the same scoring, Tender Committee may:
 - ➤ Invite fresh Proposals from the Bidders; OR
 - ➤ Declaring the bidder securing highest technical marks amongst the bidders securing same overall score, as preferred bidder OR
 - Take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.
- 9. Tender Committee may either choose to accept the Financial Proposal of the Preferred Bidder or invite them for negotiations.
- 10. Once the bid is submitted, no additions/ alterations will be allowed or entertained.
- 11. If any bidder submits additional documents after the last date of submission of bid is over, such documents will not be considered and will not be placed before the technical committee.

Office of Mission Director, National Health Mission

-Sd-Mission Director National Health Mission Meghalaya.

19

Undertaking / Letter of acceptance

(To be forwarded on the letterhead of the Bidder)

	_	
_	\sim	
	·	٠.

The Mission Director National Health Mission Meghalaya, Shillong.

Subject: Tender Document for Operationalization of Health Facilities through Public Private Partnership (PPP).

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

Place:	
Date:	Signature of the Tenderer
	Designation and Official seal

Note: This undertaking is to be submitted along with the Technical Bid of the Tender Document.

Government of Meghalaya

20

Annexure I

This format should be submitted as RFP document in original (Office Copy)

1.	Name of the Agency	:	
2.	Name of the Proprietor/ Director	:	
3.	Head Office in India	:	
4.	Address for correspondence	:	
	-		

Sl. No.	Description	Yes / No	Supporting documents attached (mention Page No.)	Remarks
1.	 Executive Summary of the Organization along with the following details (not more than 10 pages) a) Agency / Organization registration status. b) Capability statement. c) Background/experience of the firms in the relevant field (project description, total amount, funding, impact) d) Long term sustainability / benefit plan for the Health Facility and the Government. e) Additional Financial Contribution made by the Agency and its mode of contribution. f) SWOT analysis of the PHC and Organization. g) Provide CVs of Chief functionary and the team, and describe the reporting structure. 			
2.	Required manpower detail			
3.	Copy of registration – under Company / Society Act.			
4.	Contact Number / Mobile Number / Fax Number & E-mail Id			
5.	GST No, PAN No. etc. (whichever applicable)			
6.	Service Tax Registration No.			
7.	Last Three Years Audited Statement			
8.	Minimum Average Annual Turn Over of over 50 Lakhs of the Agency			
9.	Declaration for not being black listed with any Govt. Organization			
10.	EMD			

Seal and Signature of Secretary / Authorized Official of the Agency					
Name and Designation:					
Date:	Place:				

Government of Meghalaya

21

FINANCIAL CAPACITY OF THE BIDDER

(To be forwarded on the letterhead of the Bidder)

ANNEXURE II

Sl. No	Applicant / Entity	Annual Turnover from health facility operation for preceding three Financial Years				
110		2018-19	2019-20	2020-21	Average	
Certi	ficate from the Statutory Audito	or				
This i	is to certify that	(Name of the Bidd	der) has the Annual tur	rnover as shown above	e.	
Name	e of Authorized Signatory:					
Desig	gnation:					
Name	e of Entity:					
			(Signature of tl	he Authorized Signato	ory) Seal of the Enti	

Instructions:

- The bidder shall attach the copies of audited Annual Reports comprising audited financial statements for the last three financial years.
- 2) In case the bidder is a Society/Trust, it shall submit a certificate of Annual Turnover for the last three years, certified by a practicing Chartered Accountant.



Government of Meghalaya

22

TECHNICAL EXPERIENCE OF BIDDER

ANNEXURE III

- CI	Name & Address of	Operating duration (Year)			Whether operational	Certificate	
Sl. No.	Hospital being operated, maintained and managed by the bidder	From (Date)	To (Date)	Duration in year and month	No of Beds	as on the due date of submission of bid (Yes/No)	Attached (Yes/No)
1							
2							
3							
4							
5							
6							
7							
8							

Note: Please add more rows for multiple health facilities.

Annexure IV

Sl. No	Parameters for Technical Scoring Organization's work in inaccessible areas: Experience of three years or more as on 31st March, 2021.	Yes/No	Certificate/ Documenta tion Attached (Yes/No)
1	Previous period of experience in managing Hospitals (in Meghalaya/ North-Eastern States): Experience of 3 Years Complete = 10 marks.		
2	Has Working Experience in Remote & Rural Areas in Garo Hills Region		
3	Has Working Experience in establishing a referral network for secondary and tertiary care - Experience in using public sector facilities for referrals would be preferred. Experience in Obstetrics and Gynaecology Experience in Pediatrics Experience in Intensive Care Units (ICU)/ High Dependency Units (HDUs)/ NICU/ PICU		
4	Number of Caesarean Section conducted at a particular health facility since the last three years.		
5	Has Working Experience in Outreach Service Delivery for marginalized populations through the use of Mobile Medical Units/ Clinics, or innovative combinations of clinic and referral services		
6	Has Working Experience in implementing Teleconsultation/ Teleradiology		
7	Has appropriate number of staffs with an optimum skill mix to deliver primary health care services (E.g, Gynaecologist, Pediatrician etc)		
8	Has demonstrated ability to undertake Skill Based Training with collaborations with various reputed Institutes/ Medical Colleges etc		



Annexure V

Type of Health Facility	Operational Expenditure (OPEX) per health facility per month Rate (Amount in Rs)
Jengjal Hospital	

(Rupees in words.....)