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राज्य स्वास्थ्य समिति, बिहार



An ISO 9001:2008 Certified Agency

NOTICE INVITING TENDER

Selection of Agency for Design, Development, Implementation and Maintenance of PC&PNDT ACT Website and Online Application

Ref. No.: 1-SHSB/PCPNDT/2017

Dated: _____

1. The State Health Society, Bihar (SHSB) has planned to select an Agency for Designing, Development, Implementation and Maintenance of a website/online application for PC&PNDT in the state of Bihar.
2. SHSB invites proposals from qualified agencies for providing support to the Government in effective designing, development and maintenance of PC&PNDT website/online application. Detailed terms and conditions may be viewed on the website www.statehealthsocietybihar.org.
3. Interested and qualified agencies are requested to submit their proposals along with brief profile, details of past experience of executing similar assignment and other required documents (as mentioned in the detailed RFP available on SHSB website) on or before 21/02/2017 at 05:00 P.M. only by speed post/registered post (courier shall not be accepted) to the office of ED, SHSB. Application should be submitted in prescribed format in sealed envelope and should be clearly labelled as "Application for Design, Development, Implementation and Maintenance of PC&PNDT ACT Website and Application". Pre-Bid meeting shall be held on 02/02/2017 at 1200 hrs in the Conference Hall, State Health Society Bihar (SHSB) Sheikhpura, Patna, Bihar.
4. For any further clarifications, please contact SPO-PCPNDT, SHSB on phone no: +91 9473 199 393 during official working hours or send your queries through mail to email i.e. pndtshsb@gmail.com

Executive Director,
State Health Society, Bihar



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RFP for Design, Development, Implementation and Maintenance of PCPNDT ACT Website and Application

By means of Automating submission/Generation of Form A-H

(Proposal under PC & PNDT Act, 1994)

State Health Society Bihar (SHSB)

January, 2017

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ACRONYMS

PC & PNDT	Pre Conception and Pre-natal Diagnostic Techniques
RFP	Request for Proposal
CSB	Central Supervisory Board
SSB	State Supervisory Board
SAA	State Appropriate Authority
AAs	Appropriate Authority
AC	Advisory Committee
CSR	Child Sex Ratio
DHS	District Health Society
MOHFW	Ministry of Health and Family Welfare
SRB	Sex Ratio at Birth
IEC	Information Education and Communication
NGO	Non-Governmental Organization
SHSB	State Health Society Bihar
ED SHSB	Executive Director State Health Society Bihar
SOE	Statement of Expenditure
UC	Utilization Certificate
KPI	Key Performance Indicator

1. PC PNDT Website/online application for Bihar

1.1 Introduction

Continuous decline in child sex ratio since 1961 Census is a matter of concern for the country. Beginning from 976 in 1961 Census, it declined to 927 in 2001. As per Census 2011 the Child Sex Ratio (0-6 years) has dipped further to 919 against 927 girls per thousand boys recorded in 2001 Census. According to AHS 2013, the Sex ratio at birth in Bihar was 925 while Sex ratio for upto 4 years was 922.

Given the alarming situation in India of decline in the child sex ratios, it is pertinent to focus on implementing PCPNDT Act across the state. Ministry of Health & Family Welfare is putting efforts in improving the implementation of Act in the country.

Ministry of Health and Family Welfare at the national level provides policy, technical and financial support in improving Act implementation in the States/ UTs. The Government of India also renders financial support to strengthen implementation structures under NRHM in States, including setting up dedicated PNDT cells, capacity building, monitoring and advocacy campaign etc. One of the initiatives that MoHFW is focusing is to undertake mapping of ultrasound clinics in the state as well as assess the status of Act implementation. Re-emphasising the strict implementation of the PC&PNDT Act specific orders have been issued for the Central and State/ UTs Governments to take steps for mapping all the registered and unregistered ultrasonography clinics urgently.

The most common reasons to explain the consistently low levels of sex ratio are son preference, neglect of the girl child resulting in higher mortality at younger age, female infanticide, female feticide and maternal mortality. One of the reasons attributed to the lesser number of girls in the age group (0 - 6) is the practice of sex selection. Medical technology has contributed in reinforcing negative patriarchal systems that demand male heirs.

The Pre-Conceptions and Pre-Natal Diagnostic Techniques (Provision of Sex Selection) Act, 1994 has been enacted by the Government of India to:

- Prohibit sex selection before or after conception
- Regulate, though does not deny, the use of Pre-Natal Diagnostic Techniques including ultrasonography for detecting genetic abnormalities or other sex linked disorders in the foetus
- Allow the use of Pre-Natal Diagnostic Techniques including ultrasonography only at registered places and by qualified persons defined under the law.

1.2 Rationale

SHSB is planning to develop a website/online application for PC&PNDT in the state of Bihar, in order to standardise and automate the reporting and monitoring system in Bihar, and to provide additional information regarding PC&PNDT in the state. In view of this, SHSB is accepting proposals to develop an online portal for PC&PNDT. For design, development and maintenance of such website/online application, proposals are invited from solution providers who are able to meet the requirements as per the scope of work and having experience on development of such application.

1.3 Goals & objectives of the scheme

PCPNDT website/online application and online application is planned to be developed to automate and streamline the monitoring and reporting system in the state of Bihar.

The overall goal of the scheme is to ensure the implementation of PC&PNDT Act in the state of Bihar, and halt and reverse the skewed sex ratio in the country through appropriate linkages with State / District Appropriate Authorities for effective enforcement of the PC & PNDT Act, 1994.

1.4 Services to be provided

List of services to be provided by the selected Agency:

1. Design and development of website portal, which shall include:
 - a. Static Page including display of:
 - i. Display of Statuary Bodies and organisational structure on website/online application: (clickable dropdown window and opens in the corresponding window)
 - List of Members with Name and Designation of State Supervisory Board.
 - List of Members with Name and Designation of State Advisory Committee.
 - List of Members with Name and Designation of State Appropriate Authority.
 - List of Designation of State Inspection and Monitoring Committee.
 - Names and Designation of District Appropriate Authority.
 - Names and Designation of District Infrastructure Nodal Authority.
 - Names and Designation of District Advisory Committee.
 - Any other, if required.
 - ii. Helpline Number (Flash) Toll-free number display on the website.
 - iii. Centres' Information: Dynamic Dropdown Window district-wise.
 - iv. Empanelled Vendors: List of Ultrasound/Imaging machine Manufacturers/Vendors empanelled with State Appropriate Authority.
 - v. Download:
 - PC & PNDT Act (English & Hindi)
 - PC & PNDT Form A, B, C, D, E & F.
 - Six Months Ultrasound Training Rules and Syllabus (pdf)
 - Code of Conduct for Appropriate Authorities.
 - Hon'ble Supreme Court decision on 17-11-2015 in W.P.(Civil) 349 of 2006
 - vi. Contact Us: having Contact details of Society.
 - vii. About Us: Brief about PC&PNDT and related initiatives in Bihar.
 - viii. Frequently Asked Questions (FAQs)
 - ix. Other Reference Websites: Link for other website/online applications.
 - x. Complaint Registration and Feedback: (under Grievance Redressal Mechanism) for PC&PNDT.
 - xi. Ultrasound training and CBET: List of Medical Institutes identified for 6 months training.
 - xii. Login section for submitting and accessing PCPNDT related data on website, for different levels of government officers.

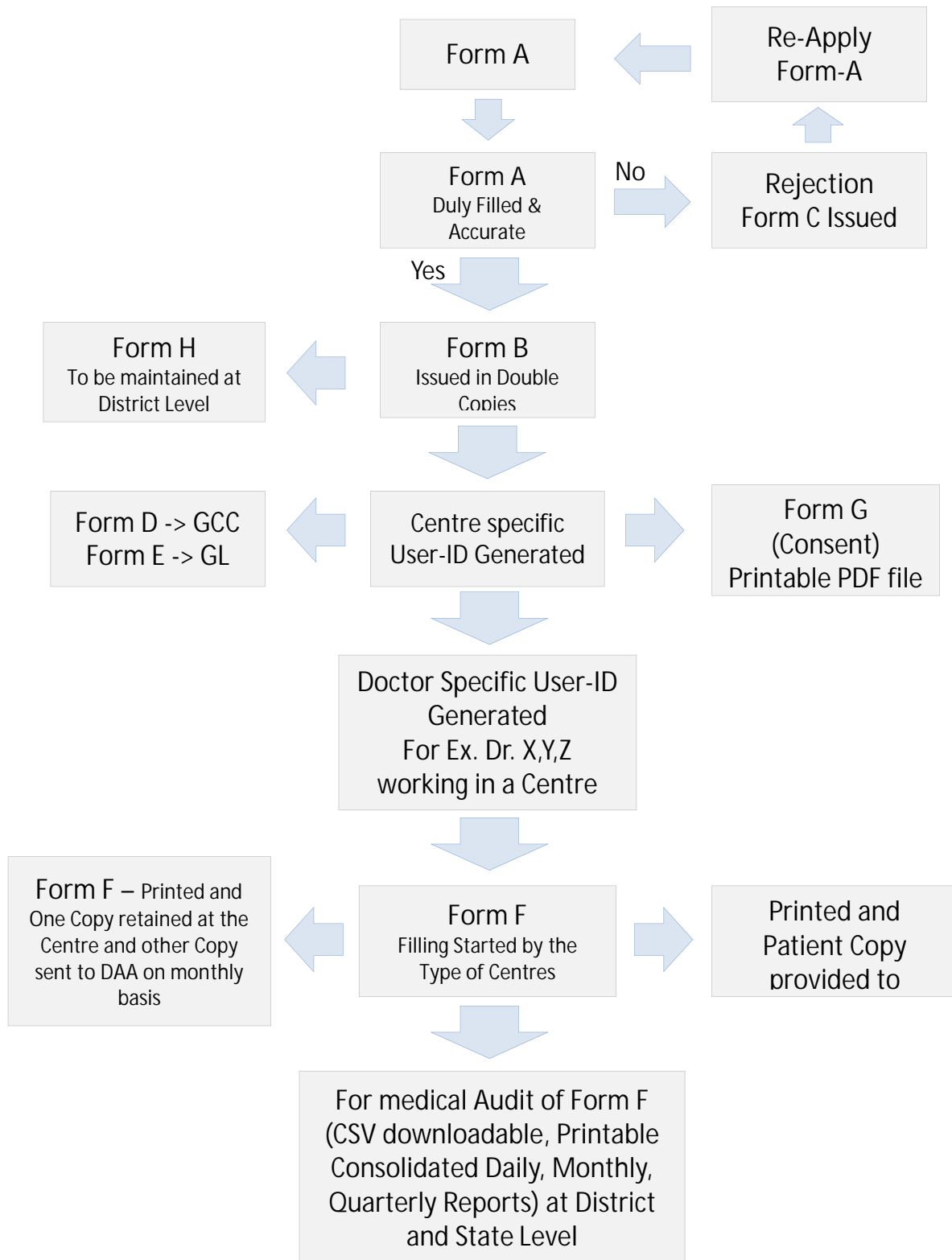
- b. DYNAMIC PAGE including display of:
 - i. Tenders published and related notifications regarding PC&PN DT.
 - ii. Gallery including photographs of Meetings, Workshops, Awareness campaigns, Rallies etc.
 - iii. What's new tab: Press releases, News & Events, Circulars and Government Orders.
2. Design and Development of Web Application and MIS for automation of PCPNDT Registrations and report submission, (Online and Offline mode, allowing report record maintenance even in case of internet unavailability), including:
 - a. Submission of Online reports including:
 - i. Quarterly Sales/Purchase report furnished by Ultrasound machine manufacturers/vendors/importers etc. (Two Gol Formats).
 - ii. District level monthly reports (One Format).
 - iii. District level Quarterly Report (One Gol Format).
 - b. PC & PN DT Forms: Submission and Generation of different PC&PN DT Forms (Form A to Form H) – refer to Flow Chart 1
3. Development of Grievance Redressal Application – Including different stages of a GRS – complaint registration, notification to concerned authority, status updation, report generation, issue escalation, timeline for grievance resolution, flag in case pending beyond stipulated time etc.
4. Login credentials Generation for different government officials (Different level of data availability for different level of officials)
5. Registration of domain name and undertaking of related formalities, but hosting the website/ application on SHSB provided servers.

Further, the Agency shall maintain the website/online application for two year, and the website shall be maintained at the SHSB server, or any other server provided by SHSB.

The Agency is suggested to refer to the PCPNDT Act, and the PCPNDT websites developed by Maharashtra government, Uttar Pradesh government, Tamil Nadu and any other states of India. The selected Agency will have to develop a better model than these websites.

The website should be developed in both Hindi and English format, with language option available on the home page.

Flow Chart 1 – Process for Form Submission and Generation



No sub-contracts are allowed for designing, development, maintenance, or for any other sub-section of this tender. If the selected Agency is found sub-contracting the tender, SHSB may be terminated the contract along with forfeiture of the performance security.

1.5 Eligibility Criteria for Bidder

This invitation for tenders is open to Companies registered under Companies Act, 1956/2013 and Jurisdiction in India who fulfil the eligibility and qualification criteria specified hereunder. (Consortiums are not eligible to bid for this tender)

Eligibility Criteria for Bidders	Supporting Document
The Bidder should be an established IT Services/Consulting Company, registered under Companies Act, 1956/2013 or an equivalent law, and should have been in operation in India for a period of at least 5 years as on Dec 31, 2016	Copy of the Certificate of Incorporation issued by the Registrar of Companies or equivalent government bodies.
The Bidder must have an average annual turnover of not less than INR 15 lakh (combined turnover of minimum INR 45 lakhs) during the last three financial years FY 2013-14, FY 2014-15 and 2015-16	Audited Balance sheet and Profit & Loss Account and other related balance sheet for FY 2013-14, FY 2014-15 and 2015-16
The bidder should have experience of designing, developing, operating and maintaining websites and/or online portals for public/private companies – for minimum 3 websites/online portals during the last 3 years, as on Dec 31, 2016.	Copy of work order and satisfaction certificate from the employer/client.
Bidder will provide scanned copies of (i) PAN card (ii) Service Tax Registration Certificate and (iii) Sales Tax / VAT certificate along with income tax return of last three assessment years (AY 2014-15, 2015-16 and 2016-17).	Copies of: <ul style="list-style-type: none"> ▪ PAN card ▪ Service Tax Registration Certificate ▪ Sales Tax or VAT certificate ▪ Copy of Income Tax Return filled by bidder in AY 2014-15, 2015-16 and 2016-17
The bidder must have cleared VAT/Service Tax dues.	The latest copy of VAT returns submitted by the bidder; AND The latest copy of Service Tax returns submitted by the bidder (FY 2015-16)
Declaration of Anti-collusion Bidding	Declaration of Anti-collusion Bidding
Bidders must not have been blacklisted/banned/declared ineligible by any entity of any State Government or Govt. of India or any Local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years	Affidavit sworn before Public Notary/Executive Magistrate. Affidavit format as per Annexure III
Submission of Power of Attorney for signing the bid, letters etc. on behalf of the bidder	Power of Attorney to be provided as per the format

1.6 Key points to be specified in the proposal

- Complete proposal with clearly defined indicators viz objective, methodology and operational mechanism of implementation along with all supportive documents to be submitted before deadline to the Office of the ED, SHSB
- The schedule of activities to be undertaken by the Agency must be clearly spelt out
- The capabilities and resources of the Agency in undertaking a project of this nature

1.7 Selection Process

Technical proposals of all bidders which meet the basic requirements (i.e. timely submission, bid security, sealing of application etc.) would be taken up for evaluation as per the technical bid evaluation criteria. The technical evaluation shall be carried out on the following criteria:

S.NO	SECTION	SCORE (POINTS)
1.	Organizational Profile Experience of the organization in the field of IT services/ IT Consulting <ul style="list-style-type: none"> • > 5 years to 7 years • > 7 years to 9 years • Over 9 years 	(20) 10 15 20
2.	Company Experience:	(30)
	Experience of developing similar PCPNDT Websites/online portal for other states of India during past 3 years (work order and satisfaction certificate from concerned states respective departments) <ul style="list-style-type: none"> • 0 websites/online portals – 0 marks • 1 websites/online portals – 5 marks • 2 or more websites/online portals – 10 marks 	10
	Success of website and online application development in the past (satisfaction certificate from current/past project financiers from past 3 years) <ul style="list-style-type: none"> • Up to 3 satisfaction certificate – 10 marks • 4 to 6 satisfaction certificates – 15 marks • Over 7 satisfaction certificates – 20 marks 	20
3.	Average annual revenue from IT services/IT consulting during last 3 financial years (FY 2013-14, 2014-15 and 2015-16) <ul style="list-style-type: none"> • 15 lakhs to 30 lakhs – 20 marks • > 30 lakhs to 45 lakhs – 25 marks • Over 45 lakhs – 30 marks 	(30)
4.	Standard Quality Certifications (ISO 9001:2015)	(5)
Total		85

In the first step based on the score sheet, shortlisted bidders will be identified. All bidders scoring more than 60 points would be shortlisted for the second step.

In the second step, shortlisted bidders will be invited to present their proposed technical solution for website development and concerned work plan. The technical solution will be evaluated by special technical committee, based on following criteria:

S.NO	SECTION	SCORE (POINTS)
1.	Quality of website and online application's model proposal and presentation <ul style="list-style-type: none"> • Sample design and template • Interactive and dynamic features • Technical Details • Overall aesthetics 	(15) 10
	Project development work plan and methodology	5
	Total	15

The bidders scoring combined score of more than 75 points (combined score of first step and the second step) will be considered technically qualified, and considered for financial bid evaluation.

Final selection of the agency shall be as per Least Cost Selection (LCS) method. The contract shall be awarded to the technically qualified bidder who quotes minimum development/operations and maintenance cost (total cost for two years) for providing the services as per the scope of work and SLA mentioned.

The Chairman of the approving committee would process the recommendation further and subsequently inform the firm about the approval or rejection after administrative and financial concurrence.

The SHSB shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Timeline
1	Issue of RFP	21 days before the last date of application submission
2	Pre-Application meeting	10 days before the last date of application submission
3	Last Date of submission of Applications	Application Submission deadline
4	Opening of Applications	Next day of application submission deadline
5	Desk Review and Scoring of Proposal	Within 7 days of opening of application
6	Declaration of result and letter of award	Within 14 days of opening of application
7	Signing of Agreement	Within 21 days after opening of application

Selected Agency will need to sign an agreement with SHSB.

The Agreement with the selected Agency will be terminated under the following circumstances.

- Non-performance/financial irregularities: SHSB may decide to terminate the contract with the Agency in the event of non-performance and / or financial irregularities observed during audit/internal reviews/ independent assessment. Such a decision will be taken only after confirmation of the observations and if required, a written clarification to the observations, from the Agency. The Agency would be given 30 days' notice to close the Project.

In all cases of termination of the contract letter of closure will be issued by the SHSB.

All physical / fixed assets procured from the grant would be property of the SHSB and would be disposed off in consultation with the SHSB on terms and conditions mentioned in the Agreement or letter of closure.

1.8 Project Duration

The Agency will deliver the website/online application within 45 days of the signing of the contract. Post successful delivery of the website/online application, and acceptance by SHSB, it would be followed by 2 year of website/online application maintenance. The website/online application maintenance contract can be extended by SHSB, if required. The Agency shall be required to ensure knowledge transfer of website/online application details to the SHSB technical staff, which shall start on 22nd month of the operations of the website/online application. The knowledge transfer shall continue for 60 days, till the end of 24th month, or as decided in consultation with the SHSB. In case of any extension, the management cost will be paid at the same contract value, without any cost escalation.

1.9 Release of funds

The flow of fund will be from SHSB to Agency.

The funds for website designing and development would be released on completion and successful delivery of the website/online application development, in line with the terms and conditions of the contract.

The funds for website/online application maintenance would be released on monthly basis, against the monthly invoices raised by the Agency.

1.10 Monitoring, Reporting and Evaluation

Performance Indicators

- Agency needs to deliver the final website/online application within 45 days of commencement of the project (as defined in contract). The final website/online application delivered by the Agency should be as directed by SHSB authorities. Any delays in website/online application delivery would lead to financial penalty, as defined in the Performance Penalty Section
- Agencies' performance would be evaluated based upon identified measurable outputs (as defined in the signed agreement)

- The Agency would also indicate the TOR of the project and specific benchmarks/timeline against which the progress of the project will be evaluated

Reporting

- Agency to submit report on identified KPIs to the SHSB, post completion of every development module
- On the date of hand-over of complete website/online application, in line with contract's terms and conditions, Agency to submit the project completion report to ED,SHSB. The source of all statistical data quoted in the completion report should be clearly indicated.

Evaluation

- The Agency should mandatorily submit progress reports (physical & financial) every quarter to ED,SHSB
- The Agency to make presentation to SPO and ED,SHSB on the final PC&PNDT website/online application developed (physical & financial) so as to receive the related payments
- Any report which found to be not in true sense of actual activities carried out, accounts for fraudulence which subsequently may lead to legal action against the selected Agency

1.11 Financial management

Financial Management

The Agreement with the selected Agency will be exercised on Rs. 1000/- judicial stamp paper in duplicate. The stamp paper needs to be provided by the Agency.

The payment for website/online application designing/development will be considered for release only upon furnishing of reports / and a final presentation of the website/online application to the technical committee, and the satisfactory acceptance of the website/online application by the Authority.

1.12 Penalty Terms

The selected service provider is required to deliver a satisfactory PCPNDT website/online application within 45 days of commencement of the agreement, in line with design and specifications decided at the time of signing of the contract.

Also, the Agency is suggested to present the website/online application to the technical committee of SHSB within 30 days of commencement of the agreement, in order to incorporate any feedback/suggestions.

In case of any delay in website/online application delivery to the SHSB, and formal acceptance by SHSB due to unsatisfactory project delivery, following penalties shall be incurred:

- From 45th day to 90th day, the service provider will be levied INR 1,000 per day, to be appropriated from Performance Bank Guarantee submitted by the service provider.
- For delay beyond 90th day from the date of commencement of the agreement, the contract shall be terminated, and the SHSB shall take ownership of the

standing version of the website/online application, without any payment to the Agency, and the agency may be blacklisted for a term up to 5 years.

Also, the website/online application maintenance contract shall commence only upon formal acceptance of the website/online application by SHSB, and no maintenance cost shall be paid for the period of aforementioned delay.

2. Instructions to Applicants

2.A General

2.1 General Terms of Selection

- 2.1.1. An Agency is eligible to submit only one Proposal.
- 2.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Agency hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.3. The Application should be furnished in the formats attached in Appendices, clearly indicating the Application amount in both figures and words, in Indian Rupees, and signed by the Agency's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4. The Agency shall submit a proposal clearly defining the project approach, methodology and the basic User Interface's overview.
- 2.1.5. The Agency shall deposit bid Security of amount equivalent to 2% of the total financial bid of the Agency (bid inclusive of design, development and maintenance cost of 2 years), and the bid security should be in the form of a demand draft drawn in favour of "Executive Director, State Health Society, Bihar", payable at Patna, Bihar, or in form of Bank Guarantee issued by a scheduled bank, and as per the format given in Appendix VI.
- 2.1.6. The validity period of the Demand Draft, as the case may be, shall not be less than 90 days from the Application Due Date, and may be extended by the Agency from time to time. The Application shall be summarily rejected if it is not accompanied by the Application Security.
- 2.1.7. The Agency should submit a Power of Attorney as per the format at Appendix – IV, authorising the signatory of the Application to commit the Agency
- 2.1.8. The Selection Documents including this Request for Proposal (RFP) and all attached documents are and shall remain the property of the SHSB and are transmitted to the Agencies solely for the purpose of preparation and the submission of an Application in accordance herewith. Agencies are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The SHSB will not return any Application or any information provided along therewith.
- 2.1.9. An Agency shall not have a conflict of interest that affects the Selection Process. Any Agency found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SHSB shall forfeit and appropriate the Application Security or Performance Security, as the case may be.

2.1.10. The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Tender Inviting Authority will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

2.2 Number of Applications

Each bidder is eligible to submit only one (1) proposal

2.3 Eligibility of Applicants

For determining the eligibility of Applicants for their pre-qualification here under, the clauses mentioned against para no 1.5 (Eligibility criteria for Bidders) of this document shall apply

2.4 Number of Applications and costs thereof

No Agency shall submit more than one Application. The Agency shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Selection Process. The SHSB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Acknowledgement by Applicant

It shall be deemed that by submitting the Application, the Agency has:

- i. made a complete and careful examination of the RFP
- ii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the SHSB relating to any of the matters
- iii. agreed to be bound by the undertakings provided by it under and in terms hereof

The SHSB shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the SHSB.

2.6 Right to accept or reject any or all Applications

- 2.6.1. Notwithstanding anything contained in this RFP, the SHSB reserves the right to accept or reject any Application and to annul the Selection Process and reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.6.2. The SHSB reserves the right to reject any Application and appropriate the Application Security if:
 - a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Agency does not provide, within the time specified by the SHSB, the supplemental information sought by the SHSB for evaluation of the Application.
- 2.6.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions, in terms of clause 2.3 of this RFP have not been met by the Agency or

the Agency has made material misrepresentation or has given any materially incorrect or false information, the Agency shall be disqualified forthwith if not yet appointed as the Agency either by issue of the Letter of Award (LOA) or signing of Agreement. If the Agency has already been issued the LOA or has signed Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the SHSB to the Agency, without the SHSB being liable in any manner whatsoever to the Agency, as the case may be. In such an event, the SHSB shall forfeit and appropriate the Application Security or Performance Security, as the case may be.

2.6.4. The SHSB reserves the right to verify all statements, information and documents submitted by the Agency in response to the RFP. Failure of the SHSB to undertake such verification shall not relieve the Agency of its obligations or liabilities hereunder nor will it affect any rights of the SHSB there under.

2B DOCUMENTS

2.7 Contents of the RFP

This RFP comprises the Disclaimer set forth herein above, the contents as listed below, and will additionally include any Addenda issued in subsequently.

Invitation for Proposals

- Section 1: PC&PNDT Website/online application Design, Development and Maintenance
- Section 2: Instructions to Applicants
- Section 3: Criteria for evaluation
- Section 4: Fraud and Corrupt Practices
- Section 5: Pre-application Conference
- Section 6: Miscellaneous

2.8 Clarifications

2.8.1. Agency requiring any clarification on the RFP may notify the SHSB in writing only. The SHSB may upload answer to all queries on website/online application without identifying the source of queries.

2.8.2. The SHSB shall endeavour to respond to the questions raised or clarifications sought by the Agency. However, the SHSB reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the SHSB to respond to any question or to provide any clarification.

2.8.3. The SHSB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Agencies. All clarifications and interpretations issued by the SHSB shall be deemed to be part of the Selection Documents. Verbal clarifications and information given by SHSB or its employees or representatives shall not in any way or manner be binding on the SHSB.

2.9 Amendment of RFP

At any time prior to the deadline for submission of Applications, the SHSB may, for any reason, whether at its own initiative or in response to clarifications requested by an Agency, modify the RFP by the issuance of Addenda.

Any Addendum thus issued will be uploaded on SHSB website/online application. Any addendum issued shall be binding to all Agencies.

In order to afford the Agency a reasonable time for taking an Addendum into account, or for any other reason, the SHSB may, at its own discretion, extend the Application Due Date.

2.C. PREPARATION AND SUBMISSION OF APPLICATION

2.10 Language

The Application and all related correspondence and documents in relation to the Selection Process shall be in Hindi or English language. For the purpose of interpretation and evaluation of the Application, the Hindi language shall prevail.

2.11 Format and signing of Applications

- 2.11.1. The Agency shall provide all the information sought under this RFP. The SHSB will evaluate only those Applications that are received in the required formats and complete in all respects.
- 2.11.2. The Application shall be typed or written in indelible ink and signed by the authorised signatory of the Agency who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application.

2.12 Sealing and marking of Applications

- 2.12.1. The Two Bid System, i.e. "Technical Bid" (Envelope-A) and "Financial Bid" (Envelope-B) prepared by the bidder
- 2.12.2. The Agency shall submit the Application in the format specified in Appendices, and seal it in an envelope and mark the envelope as "Technical Bid". The Agency should provide filled in information along with required documentary proof for each items in the same envelope.
- 2.12.3. Bid security in form of demand draft/Bank Guarantee of amount equivalent to 2% of the total financial bid amount submitted by the Agency (inclusive of design, development and maintenance), should be placed in the same envelope (Envelope-A).
- 2.12.4. The Agency shall submit the financial bid in the format specified in Appendices, and seal it in a separate envelope and mark the envelope as "FINANCIAL BID".
- 2.12.5. The two envelopes specified above shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:
"Application for Designing, Development and Maintenance of PC & PNDT Website/online application"
And shall clearly indicate the name and address of the Agency. In addition, the Application Due Date should be indicated on the right hand top corner of each of the envelopes.

Each of the envelopes shall be addressed to:

The State Program Officer (PCPNDT),
State Health Society, Bihar
Parivar Kalyan Bhawan, Sheikhpura
Patna – 800014
Bihar

2.12.6. If the envelopes are not sealed and marked as instructed above, the SHSB assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

2.12.7. Applications must be sent only by speed post or registered post, and any submissions by hand, courier, fax, telex, telegram and e-mail shall not be accepted.

2.12.8. Applications submitted by fax, telex, telegram, e-mail and by hand shall not be entertained and shall be rejected.

2.13 Application Due Date

Applications should be submitted before 05:00 P.M. IST on the Application Due Date at the address in the manner and form as detailed in this RFP. The SHSB may, if the need be, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly for all Agencies.

2.14 Late Applications

The Bids must reach the above said address on or before the closing date & time, failing which the Bid will be treated as late bid and will not be considered, and SHSB will not be liable for any such delay in bid submission.

2.15 Contents of the Application

The Application shall be furnished in the formats as attached Appendices – I & II. The Agency shall specify that Agency is willing to undertake the Project in accordance with this RFP and the provisions of the Agreement.

Submission Requirement: Technical Proposal and Financial Bid

Technical proposals must be organized into the following sections:

Section 1: Organizational Background and Experience

- a) Bidders should describe the background, experience, and structure that qualify the bidder to undertake the functions and activities required in the RFP.
- b) Bidders should include a description of current contracts and responsibilities including a description of experience and/or current contracts of public health and/or health care nature, number and type of employees and sizes and description of customer base.

- c) Bidders must provide a list of two current or former clients who can be contacted for references regarding the bidder's provision of services similar to those required in this RFP. The list should include a name, address, telephone number and e-mail address for someone in that agency with sufficient authority to provide information and references to the SHSB.
- d) Bidders must provide a list of website/online applications that the bidder has developed and/or managed during the last five years.

Section 2: Staff Qualifications

- a) Demonstrate that the website/online application will be designed/ developed and managed with qualified technical/management staff. This must include an organizational chart and narrative outlining the roles and responsibilities of the Program Manager and other key staff. CVs of key staff must be included in the prescribed format only. The numbers and types of staff for each component/function must be identified. Describe any unique staff qualifications such as education and/or experience that would serve the needs of the Department in a public health emergency.
- b) Such technical/management staff of the Agency shall not be staff/employee of SHSB in anyway nor claim any advantage of it.
- c) Submit information that demonstrates the bidder's ability to dedicate the necessary resources required to maintain the website/online application.

Section 3: Proposed Approach and Methodology

Provide a completed work plan outlining the implementation of this project. In all sections below, the bidder must address in detail how they will address all the program requirements.

Describe how the Agency will assess performance of website/online application development process.

The Application shall be furnished in the formats at Appendices. The Agency shall specify that Agency is willing to undertake the Project in accordance with this RFP and the provisions of the Agreement.

Submission Requirements

- i) Bid security in form of demand draft or Bank Guarantee, of amount equivalent to 2% of the total financial bid submitted by the Agency(**inclusive of design, development and maintenance**), in favour of Executive Director, State Health Society, Bihar
- ii) Proposal Forms as per RFP
- iii) **Copy of the Certificate of Incorporation/registration of bidder, under which the legal entity is incorporated or registered.**
- iv) Audited Balance sheet, Profit & Loss Account and other related financial statements.
- v) Certificate from the Chartered Accountant, declaring company's net worth.
- vi) Copy of work order and experience certificate from the employers that availed IT services during past 3 years, indicating **bidder's experience (if available, include work order regarding PCPNDT website development for any other states of India)**

- vii) Copies of: PAN card, Service Tax Registration Certificate, Sales Tax or VAT certificate and Copy of Income Tax Return filled by bidder in last 3 Financial Years
- viii) Affidavit Sworn before notary/Executive Magistrate stating that agency is not blacklisted by the state government or the central government of India
- ix) **The latest copy of VAT returns submitted by the bidder**
- x) **The latest copy of Service Tax returns submitted by the bidder**
- xi) Declaration of Anti-collusion Bidding
- xii) Power of Attorney in favour of signatory of Tender Documents.
- xiii) Checklist as per format given in Appendix – IX

All the affidavits have to be provided on a stamp paper of appropriate value and Sworn before a Notary /Executive Magistrate.

All the pages of the application have to be initialized by the authorized signatory of the Agency. Also, all the pages of the proposal should be submitted in a hard-bound form with all pages numbered serially, along with an index of documents included in the technical bid.

2.16 Modifications/ Substitution/ Withdrawal of Applications

2.16.1 The Agency is not allowed to modify, substitute or withdraw its Application after submission of Application. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.16.2 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the SHSB, shall be disregarded.

2.17 Rejection of Applications

Notwithstanding contained in Clause 2.6 above, the SHSB reserves the right to accept or reject all or any of the Applications without assigning any reason whatsoever. It is not obligatory for the SHSB to accept any Application or to give any reasons for their decision. The SHSB reserves the right not to proceed with the Selection Process at any time, without notice or liability, and to reject any Application without assigning any reasons.

2.18 Validity of Applications

The Applications shall be valid for a period of not less than 120 days (one hundred and twenty days) from the Application Due Date. The validity of Applications may be extended by mutual consent of the respective Applicant and the SHSB.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Application shall not be disclosed to any person who is not officially concerned with the process. The SHSB will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence. The SHSB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the SHSB.

2.20 Correspondence with the Agency

The SHSB shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Application.

2.D. BID SECURITY

2.21 Bid Security

- 2.21.1. The Applicant shall furnish as part of its Application, bid Security (earnest money deposit) of amount equivalent to 2% of the total financial bid of the Agency (inclusive of design, development and maintenance cost for 2 years), in the form of a Demand Draft/Bank Guarantee, issued by a Scheduled/ nationalized Bank in India, drawn only in favour of the Executive Director, State Health Society, Bihar payable at Patna. If EMD is submitted in form of Bank Guarantee, it should be as per the format given in Annexure VII.
- 2.21.2. The bid security deposited in form of bank guarantee shall be valid for 150 days from date of due date of submission of bids.
- 2.21.3. The SHSB shall not be liable to pay any interest on the Application Security deposit so made and the same shall be interest free. Any Application not accompanied by the Application Security shall be rejected by the SHSB as nonresponsive.
- 2.21.4. The Application Security of unsuccessful Applicant will be returned by the SHSB, without any interest, within 90 days of opening of the bids.
- 2.21.5. The Selected Applicant's Bid Security will be returned, without any interest, upon signing of the agreement and furnishing the Performance Security in accordance with the relevant provisions thereof.
- 2.21.6. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the SHSB will suffer loss and damage on account of withdrawal of its Application or for any other default by the Applicant during the Application validity period. No relaxation of any kind on Application Security shall be given to any Applicant.
- 2.21.7. Application Security shall be forfeited and appropriated by the SHSB hereunder or otherwise, under the following conditions:
 - a) If an Applicant submits a non-responsive Application;
 - b) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - c) If an Applicant withdraws its Application during the period of Application validity as specified in this RFP and as extended by the SHSB from time to time;
 - d) In the case of Selected Applicant, if it fails within the specified time limit:
 - i. to sign the Concession Agreement and/or
 - ii. to furnish the Performance Security within the period prescribed therefore in the Agreement
 - iii. In case the Selected Applicant, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security

2.E. EVALUATION PROCESS

2.22 Opening and Evaluation of Applications

- 2.22.1. The SHSB shall open the bids at 1200 hours on the 21/02/2017, in the Conference Room of SHSB and in the presence of the Applicants who choose to attend.
- 2.22.2. The SHSB will subsequently examine and evaluate the Applications in accordance with the provisions set out in Section 3.
- 2.22.3. The "Technical Bid (Envelope-A)" shall be opened at the first instance, at the prescribed time and date. These Bids shall be scrutinized and evaluated by the designated committee with reference to parameters prescribed in the Tender Document. "Financial Bid (Envelope-B)" of only the technically responsive acceptable offers (as decided in the first stage) shall be opened for further scrutiny. The prices offered will be read out by tender opening official(s).
- 2.22.4. To facilitate evaluation of Applications, the SHSB may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application.
- 2.22.5. Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the SHSB. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or selection will be given.

2.23 Tests of responsiveness

Prior to evaluation of Applications, the SHSB shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:

- a) it is received as per the format at Appendix
- b) it is received by the tender Due Date including any extension thereof
- c) Tender and financial bid are filed in different envelopes, and signed and sealed, hard bound and marked as directed
- d) it is accompanied by the bid Security (Earnest Money Deposit - EMD)
- e) it is accompanied by the required Power(s) of Attorney (Appendix) and affidavit for not being blacklisted (Appendix)
- f) it contains all the information like audited balance sheets, photocopy of PAN number, etc. as requested in this RFP
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in terms hereof

The SHSB reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SHSB in respect of such Application.

2.24 Clarifications

- 2.24.1. To facilitate evaluation of Applications, the SHSB may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the SHSB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2. If an Applicant does not provide clarifications sought within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the SHSB may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the SHSB.

2.F. QUALIFICATION AND SELECTION

2.25 Short-listing and notification

After the evaluation of Applications, the SHSB will announce list of shortlisted Applicants. At the same time, the SHSB would notify the other Applicants that they have not been shortlisted. The SHSB will not entertain any query or clarification from Applicants who fail to be shortlisted.

2.26 Performance Security

The selected Agency shall be required to deposit performance security of 5% of the contract value (inclusive of website designing, development and 2 years of maintenance) in the form of Bank Guarantee, as per the format given in Appendix VII. It should be valid up to 90 days beyond the completion of all contractual obligations of both the parties (SHSB and the Agency) as per this RFP. The amount of performance security should be 5% (five per cent) of total budget of the contract. The bank guarantee shall be in favour of Executive Director, State Health Society, Bihar.

2.27 Proprietary data

All documents and other information supplied by the SHSB or submitted by an Applicant to the SHSB shall remain or become the property of the SHSB. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The SHSB will not return any Application or any information provided along therewith.

3. Criteria for Evaluation

3.1 Evaluation parameters

The SHSB shall follow the steps as suggested in Guidelines for selection agency. The steps are provided in the Section 1.7 of this document. The Application of all Agencies shall be evaluated as per the above mentioned clause. The Agencies are required to fill up the details accordingly and submit along with all relevant documentary proof to support the claim. The SHSB shall evaluate based on the documents submitted by Agency.

Note: The Agency is required to take due diligence in providing the details.

3.2 Selection of Agency

As mentioned in Section 1.5, the Agency should meet the criteria to be considered for award of the contract.

3.3 Contacts during Application Evaluation

Applications shall be deemed to be under consideration immediately after they are opened and until such time the SHSB makes official intimation of award/ rejection to the Agencies. While the Applications are under consideration, Agencies and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the SHSB and/ or their employees/ representatives on matters related to the Applications under consideration.

4. Fraud and Corrupt Practices

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the SHSB may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 4.2 Without prejudice to the rights of the SHSB hereinabove, if an Applicant is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such Applicant shall not be eligible to participate in any tender or EoI issued by the SHSB during a period of 2 (two) years from the date such Applicant is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. In such case, SHSB may also forfeiture the bid security or performance security as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the SHSB who is or has been associated in any manner, directly or indirectly, with the Selection Process.
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process;

- iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the SHSB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Pre-Bid Conferences

A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of SHSB letter from the Applicant.

During the course of Pre-Bid conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the SHSB. The SHSB shall endeavour 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.

6. Miscellaneous

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and over all disputes arising under, pursuant to and/ or in connection with the Selection Process, will be resolved through arbitration as per the Arbitration & Conciliation Act 2015. The seat of arbitration shall be Patna.
- 6.2 The SHSB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
 - a) suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
 - b) consult with any Applicant in order to receive clarification or further information
 - c) retain any information and/ or evidence submitted to the SHSB by, on behalf of, and/ or in relation to any Applicant
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the SHSB, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 Termination Clause:

- 6.4.1 If the Agency fails to abide by the terms & conditions of this document after signing of the Agreement or commits any breach of terms of contract by violating the terms & conditions as laid down in this RFP or Agreement, which has been accepted by the Agency, the Agency may be liable for its blacklisting for a period of up to 5 years. The performance security submitted by the Agency may also be forfeited and appropriated by the SHSB.
- 6.4.2 Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of LOI or agreement formalisation, shall be liable for punitive action amounting to blacklisting of the bidder for a period of 5 (five) years including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.
- 6.4.3 If the Service Provider becomes bankrupt or otherwise insolvent, it will inform to the Tender Inviting Authority with the request to terminate the contract. The Tender Inviting Authority reserves the right to terminate, without any compensation, whatsoever, to the Service Provider, and the Tender Inviting Authority may forfeit the performance security.

6.5 Resolution of Dispute/ Arbitration

- 6.5.1 Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
 - 6.5.2 If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, the same shall be referred to the Executive Director SHSB, who will nominate an Executive who/which shall then scrutinize the claims/disputes that have been referred and make efforts for amicable settlements by mutual discussions/negotiations.
 - 6.5.3 If the parties fail to resolve their dispute or difference by such mutual consultation within forty-five days of its occurrence, then, either the Tender Inviting Authority or the Service Provider shall give notice to the other party of its intention to commence arbitration as agreed. The Arbitration proceedings shall be conducted at Patna Bihar, India, under the Arbitration & Conciliation Act, 2015.
- 6.6 The Agency shall claim no intellectual property rights over the PCPNDT website/portal and the website shall remain the property of the SHSB.
- 6.7 The Agency shall have no right over any data stored on PCPNDT website/portal, and/or linked to this website/online application, and any intentional/unintentional disclosure of such data to any public/private party, without the knowledge of SHSB, will lead to legal action against the Agency.

Appendix

Appendix – I: Format of Technical Bid

Dated:

To,
The Executive Director,
State Health Society, Bihar,
Parivar Kalyan Bhawan, Sheikhpura
Patna – 800014, Bihar

Subject: Application for PCPNDT Website/online application Design, Development, Implementation and Maintenance

Dear Sir,

1. With reference to your RFP document..... dated, including amendment/corrigendum No. _____, dated _____ (if any), we, having examined the RFP document and understood its contents, hereby offer to provide service in conformity with your above referred Tender Document as mentioned in our price bid which has been submitted separately as part of this tender.
2. If our tender is accepted, we undertake to perform services as mentioned above, as specified in the Scope of Services and also accepts all conditions of the tender document.
3. We acknowledge that the SHSB will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Applicants for website/online application development and maintenance, and we certify that all information provided in the Application and in Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the SHSB to reject our tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We certify that in the last three years, we were not involved in any kind of financial irregularities.
8. We declare that:
 - (a) We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
 - (b) We do not have any conflict of interest as per clause 2.1.8 of this RFP;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document; and

- (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any bid that you may receive nor to invite the bidders to apply for selection, without incurring any liability to the bidders.
 10. We declare that we are not a Member of any other agency applying for pre-qualification.
 11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
 12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form for due performance of the contract.
 14. We further certify that no investigation by a regulatory authority is pending either against us or against our Chairman/ CEO/ MD or any of our directors/ managers/ employees.
 15. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 16. The power of attorney for signing of application, as per format provided at Appendix - IV of the RFP is also enclosed.
 17. We understand that the selected Agency shall be registered/ incorporated under Companies Act 1956/2013 or equivalent government bodies.
 18. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SHSB in connection with the selection of Applicants, or in connection with the selection Process itself, in respect of the above mentioned work and the terms and implementation thereof.
 19. We agree and undertake to abide by all the terms and conditions of the RFP document.
 20. We agree and undertake to be severally liable for all the obligations of till occurrence of Financial Close in accordance with the Concession Agreement.

In witness thereof, we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant

Appendix – II: Bidder Information Form

Section A: Basic Information

1. Name of the Organization: _____

2. Postal Address: _____

PIN: _____ District: _____

3. Telephone: _____ Fax: _____ E-mail: _____

4. Brief profile of the organisation

5. a) Registration Details

S.No.	Particulars	Registration no.	Date
i.	IT services/ Consulting Company's registration under Companies registration Act 1956/2013 or equivalent government bodies.		

b) Whether organization is of all India character.

6. Details of office bearers of the Organization:

S. No	Name & Address	Male/Female	Age	Post	Qualification	Profession	Annual

7. Details of Managing Committee members of the Organization:

S. No	Name & Address	Male/Female	Age	Post	Qualification	Profession	Monthly

8. a) Details of the project(s) implemented by the organization during the last 5 years

S.No	Name of the project	Area/ location	Duration		Population		Funding (in Rs.)	Source Of fund
			From	To	Type of beneficiaries	No. of beneficiaries		

b) Details of the PCPNDT website/online application project(s)/ or a similar project implemented by the organisation during the last 3 years:

Name of the Project	Project Area	Year of implementation	Source of funds

10. Please provide basic information on the key projects carried out by the organisation in the last 3 years (5 lines maximum for each project over the last 3 years). Please attach separate sheet.

11. Details of the annual budget of the organisation for the last 3 years:

	Source	Amount

12. Whether the organisation is represented in any committee set up by the Government agencies / departments? Yes () No (). If yes, Please provide details.

S. No.	Name of the Committee	Purpose

13. Whether blacklisted or placed under funding restriction by any Ministry or Department of the Government of India? Yes () No (). If yes, Please provide details. If No Please provide the NOC certificate for the same on stamp paper (Rs. 100/-)

14. Any other noteworthy information regarding the infrastructure (briefly) Please attach separate sheet.

15. Contact Person: _____

Designation: Contact No _____

Section B: PROJECT DETAILS

PROPOSAL FORMAT

Please use formats provided – add extra photocopies if necessary. The proposal must include all the following sections in the order listed:

1. Name of the project:
2. Duration of the Project:
3. Name of website/online application covered in the project:

Declaration

I, _____ working as _____ in _____, hereby certify that all information given above is correct to the best of my knowledge.

Signature: _____

Date: _____

Place: _____

Appendix – III: Format for Affidavit for non-inclusion in blacklist

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of relevant value)

Affidavit

I, M/s..... (the names and addresses of the registered office) hereby certify and confirm that we are not blacklisted/ barred/ convicted by State Health Society, Bihar/ or any other entity of GoB or any other State Government/ Government of India/ any Government organization or any other funding agency for bid rigging. Cartelization/ corrupt or fraudulent practices/ unethical/ negligence of duty/ financial irregularity as on the _____(Date of Signing of Application).

We also confirm that there are no corrupt/criminal cases against us or are involved in any illegal activity as on date.....

We further confirm that we are aware that, our Application for selection for development and maintenance of PCPNDT website/online application would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Selection Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation, and shall lead to termination of agreement , if awarded, without any claim for any compensation whatsoever on account of such premature closure of agreement.

Dated this..... Day of, 2016.

Name of the Applicant

Signature of the Authorized Person & seal of Notary

Seal:

Appendix – IV: Format for Power of Attorney

(On a Stamp Paper of INR 100)

Know all men by these presents, We M/s.....

(Name and address of the registered office) do hereby constitute, appoint and authorize Mr/ Ms..... (name and residential address, PAN and identity proof), duly approved by the Board of Directors in their meeting held on (Copy of board resolution enclosed), who is presently employed with us and holding the position of as 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 application for "Development and Maintenance of PCPNDT Website/online application" including signing and submission of all documents and providing information/ responses to the State Health Society, Bihar, representing us in all matters before State Health Society, Bihar in all matters in connection with this bid. 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 2016 For _____

(Name, Designation and Address of Authorised Signatory)

Accepted _____ (Signature)

(Name, Title and Address of the Nominated Attorney)

Date: _____

Singed in the presence of the undersigned witnesses:

Witnesses

(1) Name & signature:

(2) Name & signature:

Appendix – V: Format for Financial Bid

(To be submitted on the letterhead of bidder)
Format of the financial Bid in Commercial Proposal Envelope 2

To,
Executive Director,
State Health Society Bihar

Subject: Financial Bid for Design, Development, maintenance and other related activities for PCPNDT Website/online application for Bihar

Sir/Madam,

With reference to tender document for Design, Development, maintenance and other related activities of PCPNDT Website/online application, we submit our commercial bid as under:

FORMAT FOR COMMERCIAL BID - Bill of Material

Sr.	Description	Quoted Amount (Rs)
1	Design and Development of website and online application (total one time)	
2	Website and online application updates and their hosting, as well as overall maintenance for 2 years (total for two years)	
	Total Amount Quoted (Rs) (Amount in words)	

Note: 1: This cost is inclusive of all taxes, travel for requirement gathering, demonstration/ trainings to staff expenses.
2: Server hosting facility shall be provided by the Tender Inviting Authority (TIA)

Declaration

I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the Bid Due date (last date of submission of Bid) specified in the bid document. We shall also be agreeable to extent the validity of the bid, if so desired by the SHSB.

I agree that the website/online application maintenance fees would be paid on monthly basis, and shall be paid only after satisfactory acceptance of the website/online application developed by us.

I / We agree and undertake to abide by all the terms and conditions of the bid document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the bid document.

Yours faithfully,

(Signature of the Authorised Signatory)

Place :

(Name and designation of the Authorised Signatory)

Seal & Signature of Lead Firm

Appendix –VI: Bank Guarantee Form for EMD/Bid Security

Whereas _____ (hereinafter called the "Bidder") has submitted its bid dated _____ for the services _____ (hereinafter called the "tender") against the Tender Inviting Authority's tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Tender Inviting Authority") in the sum of _____ for which payment will and truly to be made to the said Tender Inviting Authority, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Bidder having been notified of the acceptance of his tender by the Tender Inviting Authority during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
or
 - b) fails or refuses to accept/execute the contract.
or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Tender Inviting Authority up to the above amount upon receipt of its first written demand, without the Tender Inviting Authority having to substantiate its demand, provided that in its demand the Tender Inviting Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period 150 days after due date of opening of technical bids and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Appendix – VII: Bank Guarantee Form for Performance Security

To

_____ (name and address of Tender Inviting Authority)

WHEREAS _____ (Name and address of the Service Provider) (Hereinafter called "the Service Provider") has undertaken, in pursuance of contract no. _____ dated _____ to provide services (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

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

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

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

This guarantee shall be valid up to 120 days beyond the close of all contractual obligation under this contract i.e. up to ----- (indicate date).

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
.....
Seal, name & address of the Bank and address of the Branch

Appendix – VIII: Experience/Performance Statement Form

(For the period of last three years)

Tender Reference No. : _____

Name and address of the Bidder : _____

Sl. No.	Contracting Authority (full address, tel.& e-mail of)	Agreement type and date ¹ or own facility	Description of services provided	Evaluated Value of Services (if performed for owned facility / Value of contract (if provided for other clients)	Performance period		Remarks, if any (The bidder need to attach copy of relevant agreement/ MoU along with experience certificate)
					Start Date	End Date	
1	2	3	4	5	6	7	8

¹The bidder need to attach copy of relevant agreement/ MoU along with experience certificate

Appendix – IX: Checklist for Bidders

(Bidders are required to enclose duly filled Checklist along with the Tender)

Note:

- 1) The bidder should furnish specific answers to all the questions mentioned in the Checklist. In case a question does not apply to a bidder, the same should be answered with the remark “not applicable”.
- 2) Wherever necessary and applicable, the bidder shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
- 3) In case a bidder furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

S. No.	Activity	Yes/ No/ NA	Page No. in the Tender submitted by the Bidder	Remarks, if any
1.a.	Have you enclosed EMD of required amount for the quoted schedule(s)?			
1.b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per format given in Appendix VI?			
1.c.	In case Bank Guarantee is furnished, have you kept its validity of 150 days from last date of submission of bids.			
2.	Have you enclosed duly filled Tender Form as per format in Appendix – I?			
2.a.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4.a.	Have you furnished documents establishing your eligibility & qualification criteria as per Tender Documents?			
4.b.	Have you submitted satisfactory performance certificate as per Performance Statement Form given in Appendix – VIII in respect of all work orders?			
4.c.	Have you submitted copy of the MOU / order(s)?			
5.	Have you submitted prices of Services in the Price Schedule as per Appendix – V?			
6.	Have you kept tender validity of 150 days from the last date of submission of the Tender Documents?			

S. No.	Activity	Yes/ No/ NA	Page No. in the Tender submitted by the Bidder	Remarks, if any
7.	Have you furnished Income Tax Permanent Account No.(PAN) as allotted by the Income Tax Department of Government of India?			
8.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
9.	Have you fully accepted payment terms as per Tender document?			
10.	Have you submitted the certificate of incorporation?			
11.	Have you accepted the maintenance conditions as per Tender document?			
12.	Have you accepted terms and conditions of Tender document?			
13.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account, income & expenditure) for last three financial years?			
14.	Have you submitted duly filled Bidder Information Form as per Appendix – II?			
15.	Have you included declaration of anti-collusion bidding?			
16.	Have you included affidavit (sworn before notary/Executive Magistrate) stating that firm is not blacklisted?			

Annexure

Annexure 1 – PCPNDT FORM - A

[See rules 4(1) and 8(1)]

(To be submitted in Duplicate with supporting documents as enclosures)

FORM OF APPLICATION FOR REGISTRATION OR RENEWAL OF REGISTRATION OF A GENETIC COUNSELLING CENTRE/GENETIC LABORATORY/GENETIC CLINIC/ULTRASOUND CLINIC/IMAGING CENTRE

1. Name of the applicant
(Indicate name of the organization sought to be registered)
2. Address of the applicant
3. Type of facility to be registered
(Please specify whether the application is for registration of a Genetic Counselling Centre/ Genetic Laboratory/ Genetic Clinic/ Ultra-sound Clinic/ Imaging Centre or any combination of these)
4. Full name and address/addresses of Genetic Counselling Centre/ Genetic Laboratory/ Genetic Clinic/ Ultrasound Clinic/ Imaging Centre with Telephone/ Fax number(s)/Tele-graphic/Telex/ e-mail address(es).
5. Type of ownership of Organisation (individual/ ownership/ partnership/ company/ co-operative/any other to be specified). In case type of organization is other than individual ownership, furnish copy of articles of association and names and addresses of other persons responsible for management, as en-closure.
6. Type of Institution (Govt. Hospital/ Municipal Hospital/ Public Hospital/ Private Hospital/ Private Nursing Home/ Private Clinic/ Private Laboratory/ any other to be stated.)

7. Specific pre-natal diagnostic procedures/tests for which approval is sought
 - (a) Invasive (i) amniocentesis/chorionic villi aspiration/chromosomal/biochemical/molecular studies
 - (b) Non-Invasive Ultrasonography
Leave blank if registration is sought for Genetic Counselling Centre only.
8. Equipment available with the make and model of each equipment. (List to be attached on a separate sheet).
9. (a) Facilities available in the Counselling Centre.
 - (b) Whether facilities are or would be available in the Laboratory/Clinic for the following tests:
 - (i) Ultrasound
 - (ii) Amniocentesis
 - (iii) Chorionic villi aspiration
 - (iv) Foetoscopy
 - (v) Foetal biopsy
 - (vi) Cordocentesis
 - (c) Whether facilities are available in the Laboratory, Clinic for the following:
 - (i) Chromosomal studies
 - (ii) Biochemical studies
 - (iii)Molecular studies (iv)Preimplantation gender diagnosis
10. Names, qualifications, experience and registration number of employees (may be furnished as an enclosure)
11. State whether the Genetic Counselling Centre/ Genetic Laboratory/ Genetic Clinic/ ultrasound clinic/imaging centre¹ qualifies for registration in terms of requirements laid down in Rule 3.

¹ Strike out whichever is not applicable or not necessary. All enclosures are to be authenticated by signature of the applicant

12. For renewal applications only:

- (a) Registration No.
- (b) Date of issue and date of expiry of existing certificate of registration.

13. List of Enclosures:

(Please attach a list of enclosures/supporting documents attached to this application.)

Date: (.....)

Place Name, designation and signature of the person authorized to sign on behalf of the organization to be registered.

DECLARATION

I, Sh./Smt./Kum./Dr..... son/daughter/wife of aged years resident ofworking as (indicate designation) in (indicate name of the organization to be registered)

..... hereby declare that I have read and understood the Pre-Natal Diagnostic Techniques (Regulation and Prevention of Misuse) Act, 1994 (57 of 1994) and the Pre-Natal Diagnostic Techniques (Regulation and Prevention of Misuse) Rules, 1996,

I also undertake to explain the said Act and Rules to all employees of the Genetic Counselling Centre/Genetic Laboratory/Genetic Clinic/ultrasound clinic/imaging centre in respect of which registration is sought and to ensure that Act and Rules are fully complied with.

Date:

Place:

(.....)

Name, designation and signature of the person authorized to sign on behalf of the organization to be registered

[SEAL OF THE ORGANISATION SOUGHT TO BE REGISTERED]

ACKNOWLEDGEMENT

[See Rules 4(2) and 8(1)]

The application in Form A in duplicate for grant*/renewal* of registration of Genetic Counseling Centre*/ Genetic Laboratory*/ Genetic Clinic*/ Ultrasound Clinic*/ Imaging Centre* by (Name and address of applicant) has been received by the Appropriate Authority On (date).

*The list of enclosures attached to the application in Form A has been verified with the enclosures submitted and found to be correct.

OR

*On verification it is found that the following documents mentioned in the list of enclosures are not actually enclosed.

This acknowledgement does not confer any rights on the applicant for grant or renewal of registration.

(.....)

Signature and Designation of Appropriate Authority, or authorized person in the Office of the Appropriate Authority.

Date:

SEAL

Place:

Annexure 2 – PCPNDT FORM – B

ORIGINAL/DUPLICATE FOR DISPLAY

[See Rules 6(2), 6(5) and 8(2)]

CERTIFICATE OF REGISTRATION

(To be issued in duplicate)

1. In exercise of the powers conferred under Section 19 (1) of the Pre-Natal Diagnostic Techniques (Regulation and Prevention of Misuse) Act, 1994 (57 of 1994), the Appropriate Authority
..... hereby grants registration to the Genetic Counselling Centre*/Genetic Laboratory*/Genetic Clinic*/Ultrasound Clinic*/ Imaging Centre* named below for purposes of carrying out Genetic Counselling/Pre-natal Diagnostic Procedures*/Pre-Natal Diagnostic Tests/ultrasonography under the aforesaid Act for a period of five years ending on
2. This registration is granted subject to the aforesaid Act and Rules thereunder and any contravention thereof shall result in suspension or cancellation of this Certificate of Registration before the expiry of the said period of five years apart from prosecution.
 - A. Name and address of the Genetic Counselling Centre*/Genetic Laboratory*/Genetic Clinic*/ Ultrasound Clinic*/Imaging Centre*.
 - B. Pre-natal diagnostic procedures* approved for (Genetic Clinic). Non-Invasive
 - (i) Ultrasound
Invasive
 - (ii) Amniocentesis
 - (iii) Chorionic villi biopsy
 - (iv) Foetoscopy
 - (v) Foetal skin or organ biopsy
 - (vi) Cordocentesis
 - (vii) Any other (specify)
 - C. Pre-natal diagnostic tests* approved (for Genetic Laboratory)
 - (i) Chromosomal studies
 - (ii) Biochemical studies
 - (iii) Molecular studies
 - D. D. Any other purpose (please specify for ultrasound clinic/imaging centre)

Display one copy of this certificate at a conspicuous place at the place of business

3. Model and make of equipment being used (any change is to be intimated to the Appropriate Authority under rule 13).

4. Registration No. allotted

5. Period of validity of earlier
Certificate Of Registration.

(For renewed Certificate of Registration only)

From.....To.....

Signature, name and designation of
The Appropriate Authority

Date:

SEAL

Annexure 3 – PCPNDT FORM – C

[See Rules 6(3), 6(5) and 8(3)]

FORM FOR REJECTION OF APPLICATION FOR GRANT/ RENEWAL OF REGISTRATION

In exercise of the powers conferred under Section 19(2) of the Pre-natal Diagnostic Techniques (Regulation and Prevention of Misuse) Act, 1994, the Appropriate Authority
Hereby rejects the application for grant*/renewal* of registration of the Genetic Counselling Centre*/ Genetic Laboratory*/Genetic Clinic*/ Ultrasound Clinic*/Imaging Centre*.

- (1) Name and address of the Genetic Counselling Centre*/Genetic Laboratory*/Genetic Clinic* Ultra-sound Clinic*/Imaging Centre*
- (2) Reasons for rejection of application for grant/renewal of registration:

Signature, name and designation of The
Appropriate Authority with SEAL of
office

Date:
Place:

*Strike out whichever is not applicable or necessary.

Annexure 4 – PCPNDT FORM – D

[See rule 9(2)]

FORM FOR MAINTENANCE OF RECORDS BY THE GENETIC COUNSELLING CENTRE

1. Name, Address of Genetic Counselling Centre
2. REGISTRATION No.
3. Patient's name
4. Age
5. Husband's/Father's name
6. Full address with Tel. No., if any
7. Referred by (Full name and address of Doctor(s) with registration No.(s))
(Referral note to be preserved carefully with case papers)
8. Last menstrual period/weeks of pregnancy
9. History of genetic/medical disease in the family (specify)
Basis of diagnosis:
 - (a) Clinical
 - (b) Bio-chemical
 - (c) Cytogenetic
 - (d) Other (e.g.radiological, ultrasonography)
10. Indication for pre-natal diagnosis A. Previous child/children with:
 - (i) Chromosomal disorders
 - (ii) Metabolic disorders
 - (iii) Congenital anomaly
 - (iv) Mental retardation
 - (v) Haemoglobinopathy
 - (vi) Sex-linked disorders
 - (vii)Single gene disorder (viii) Any other (specify)
- B. Advanced maternal age (35 years)

C. Mother/father/sibling having genetic disease (specify)

D. Others (specify)

11. Procedure advised²

(i) Ultrasound (ii)

Amniocentesis

(iii) Chorionic villi biopsy

(iv) Foetoscopy

(v) Foetal skin or organ biopsy (vi)

Cordocentesis

(vii) Any other (specify)

12. Laboratory tests to be carried out

(i) Chromosomal studies

(ii) Biochemical studies (iii)

Molecular studies

(iv) Preimplantation gender diagnosis

13. Result of pre-natal diagnosis

If abnormal give details.

Normal/Abnormal

14. Was MTP advised?

15. Name and address of Genetic Clinic* to which patient is referred.

16. Dates of commencement and completion of genetic counselling.

Place:

Date:

Name, Signature and Registration No. of the
Medical Geneticist/Gynaecologist/Paediatrian
administering Genetic Counselling.

² Strike out whichever is not applicable or necessary.

Annexure 5 – PCPNDT FORM – E

[See Rule 9(3)]

FORM FOR MAINTENANCE OF RECORDS BY GENETIC LABORATORY

1. Name and address of genetic laboratory
2. Registration No.
3. Patient's name
4. Age
5. Husband's/Father's name
6. Full address with Tel. No., if any
7. Referred by/sample sent by (full name and address of Genetic Clinic) (Referral note to be preserved carefully with case papers)
8. Type of sample: Maternal blood/Chorionic villus sample/amniotic fluid/Foetal blood or other foetal tissue (specify)
9. Specify indication for pre-natal diagnosis
 - A. Previous child/children with
 - (i) Chromosomal disorders
 - (ii) Metabolic disorders
 - (iii) Malformation(s)
 - (iv) Mental retardation
 - (v) Hereditary haemolytic anaemia
 - (vi) Sex-linked disorder
 - (vii) Single gene disorder
 - (viii) Any other (specify)
 - B. Advanced maternal age (35 years or above)
 - C. Mother/father/sibling has genetic disease (specify)
 - D. Other (specify)

10. Laboratory tests carried out (give details)

- (i) Chromosomal studies
- (ii) Biochemical studies
- (iii) Molecular studies
- (iv) Preimplantation gender diagnosis

11. Result of diagnosis

If abnormal give details.	Normal/Abnormal
---------------------------	-----------------

12. Date(s) on which tests carried out.

The results of the Pre-natal diagnostic tests were conveyed to on

Name, Signature and Registration No. of the
Medical Geneticist/Director of the Institute

Place:

Date:

Annexure 6 – PCPNDT FORM – F

[See Proviso to section 4(3), Rule 9(4) and Rule 10(1A)]

FORM FOR MAINTENANCE OF RECORDS IN CASE OF A PREGNANT WOMAN BY GENETIC CLINIC/ULTRASOUND CLINIC/IMAGING CENTRE

1. Name and address of Genetic Clinic*/Ultrasound Clinic*/Imaging Centre*
2. Registration No.
3. Patient's name and her age
4. Number of children with sex of each child
5. Husband's/Father's name
6. Full address with Tel. No., if any
7. Referred by (full name and address of Doctor(s)/ Genetic Counselling Centre (Referral note to be preserved carefully with case papers)/self referral
8. Last menstrual period/weeks of pregnancy
9. History of genetic/medical disease in the family (specify)

Basis of diagnosis:

- (a) Clinical
- (b) Bio-chemical
- (c) Cytogenetic
- (d) Other (e.g.radiological, ultrasonography etc.-specify)

10. Indication for pre-natal diagnosis

- A. Previous child/children with:
 - (i) Chromosomal disorders
 - (ii) Metabolic disorders
 - (iii) Congenital anomaly
 - (iv) Mental retardation
 - (v) Haemoglobinopathy
 - (vi) Sex-linked disorders
 - (vii) Single gene disorder
 - (viii) Any other (specify)

B. Advanced maternal age (35 years)

C. Mother/father/sibling has genetic disease (specify)

D. Other (specify)

11. Procedures carried out (with name and registration No. of Gynaecologist/Radiologist/Registered Medical Practitioner) who performed it.

Non-Invasive

- (i) Ultrasound (specify purpose for which ultrasound is done during pregnancy)
[List of indications for ultrasonography of pregnant women are given in the note below]

Invasive

- (ii) Amniocentesis
- (iii) Chorionic Villi aspiration
- (iv) Foetal biopsy
- (v) Cordocentesis
- (vi) Any other (specify)

12. Any complication of procedure – please specify

13. Laboratory tests recommended³

- (i) Chromosomal studies
- (ii) Biochemical studies
- (iii) Molecular studies
- (iv) Pre-implantation gender diagnosis

14. Result of

(a) pre-natal diagnostic procedure
(give details)

(b) Ultrasonography

(specify abnormality detected, if any).

Normal/Abnormal

15. Date(s) on which procedures carried out.

16. Date on which consent obtained. (In case of invasive)

17. The result of pre-natal diagnostic procedure were conveyed toon....

18. Was MTP advised/conducted?

19. Date on which MTP carried out.

Name, Signature and Registration number of the
Gynaecologist/Radiologist/Director of the Clinic

Date:

Place

³ Strike out whichever is not applicable or necessary.

DECLARATION OF PREGNANT WOMAN

I, Ms. _____ (name of the pregnant woman) declare that by undergoing ultrasonography/image scanning etc. I do not want to know the sex of my foetus.

Signature/Thumb impression of pregnant woman

DECLARATION OF DOCTOR/PERSON CONDUCTING ULTRASONOGRAPHY/IMAGE SCANNING

I, _____ (name of the person conducting ultrasonography/image scanning) declare that while conducting ultrasonography/image scanning on Ms. _____ (name of the pregnant woman), I have neither detected nor disclosed the sex of her foetus to anybody in any manner.

Name and signature of the person conducting ultrasonography/image scanning/Director or owner of genetic clinic/ultrasound clinic/imaging centre.

Important Note:

- i. Ultrasound is not indicated/advised/performed to determine the sex of foetus except for diagnosis of sex-linked diseases such as Duchenne Muscular Dystrophy, Haemophilia A & B etc.
- ii. During pregnancy Ultrasonography should only be performed when indicated. The following is the representative list of indications for ultrasound during pregnancy.
 1. To diagnose intra-uterine and/or ectopic pregnancy and confirm viability.
 2. Estimation of gestational age (dating).
 3. Detection of number of foetuses and their chorionicity.
 4. Suspected pregnancy with IUCD in-situ or suspected pregnancy following contraceptive failure/MTP failure.
 5. Vaginal bleeding/leaking.
 6. Follow-up of cases of abortion.
 7. Assessment of cervical canal and diameter of internal os.
 8. Discrepancy between uterine size and period of amenorrhoea.
 9. Any suspected adnexal or uterine pathology/abnormality.

10. Detection of chromosomal abnormalities, foetal structural defects and other abnormalities and their follow-up.
11. To evaluate foetal presentation and position.
12. Assessment of liquor amnii.
13. Pre-term labour/pre-term premature rupture of membranes.
14. Evaluation of placental position, thickness, grading and abnormalities (placenta praevia, retroplacental haemorrhage, abnormal adherence etc.).
15. Evaluation of umbilical cord – presentation, insertion, nuchal encirclement, number of vessels and presence of true knot.
16. Evaluation of previous Caesarean Section scars.
17. Evaluation of foetal growth parameters, foetal weight and foetal well being.
18. Colour flow mapping and duplex Doppler studies.
19. Ultrasound guided procedures such as medical termination of pregnancy, external cephalic version etc. and their follow-up.
20. Adjunct to diagnostic and therapeutic invasive interventions such as chorionic villus sampling (CVS), amniocenteses, foetal blood sampling, foetal skin biopsy, amnio-infusion, intrauterine infusion, placement of shunts etc.
21. Observation of intra-partum events.
22. Medical/surgical conditions complicating pregnancy.
23. Research/scientific studies in recognised institutions.

Person conducting ultrasonography on a pregnant woman shall keep complete record thereof in the clinic/center in Form – F and any deficiency found therein shall amount to contravention of provisions of section 5 or section 6 of the Act, unless contrary is proved by the person conducting such ultrasonography.

Annexure 7 – PCPNDT FORM – G

[See Rule 10]

FORM OF CONSENT
(For invasive techniques)

I, wife/daughter of
Age years residing at
hereby state that I have been explained fully the probable side effects and after effects of the pre-natal diagnostic procedures.

I wish to undergo the preimplantation/pre-natal diagnostic technique/test/procedures in my own interest to find out the possibility of any abnormality (i.e. disease/deformity/disorder) in the child I am carrying.

I undertake not to terminate the pregnancy if the pre-natal procedure/technique/ test conducted show the absence of disease/deformity/disorder.

I understand that the sex of the foetus will not be disclosed to me.

I understand that breach of this undertaking will make me liable to penalty as prescribed in the Pre-natal Diagnostic Techniques (Regulation and Prevention of Misuse) Act, 1994 (57 of 1994) and rules framed thereunder.

Date

Place

Signature of the pregnant woman.

I have explained the contents of the above to the patient and her companion (Name Address Relationship) in a language she/they understand.

Name, Signature and/Registration number of
Gynaecologist/ Medical Geneticist/ Radiologist/
Paediatrician/ Director of the Clinic/ Centre/
Laboratory

Date

Name, Address and Registration number of
Genetic Clinic/ Institute

SEAL

Annexure 8 – PCPNDT FORM – H

[See Rule 9(5)]

FORM FOR MAINTENANCE OF PERMANENT RECORD OF APPLICATIONS FOR GRANT/ REJECTION OF REGISTRATION UNDER THE PRE-NATAL DIAGNOSTIC TECHNIQUES (REGULATION AND PREVENTION OF MISUSE) ACT, 1994

1. Sl. No.
2. File number of Appropriate Authority.
3. Date of receipt of application for grant of registration.
4. Name, Address, Phone/Fax etc. of Applicant:
5. Name and address(es) of Genetic Counselling Centre*/Genetic Laboratory*/Genetic Clinic*/Ultrasound Clinic*/Imaging Centre*.
6. Date on which case considered by Advisory Committee and recommendation of Advisory Committee, in summary.
7. Outcome of application (state granted/rejected and date of issue of orders- record date of issue of order in Form B or Form C).
8. Registration number allotted and date of expiry of registration.
9. Renewals (date of renewal and renewed up to).
10. File number in which renewals dealt.
11. Additional information, if any.

Name, Designation and Signature of
Appropriate Authority

Guidance for Appropriate Authority

- (a) Form H is a permanent record to be maintained as a register, in the custody of the Appropriate Authority.
- (b)*Means strike out whichever is not applicable.
- (c) On renewal, the Registration Number of the Genetic Counselling Centre/Genetic Laboratory/ Genetic Clinic/Ultrasound Clinic/Imaging Centre will not change. A fresh registration Number will be allotted in the event of change of ownership or management.
- (d) Registration number shall not be allotted twice.
- (e) Each Genetic Counselling Centre/Genetic Laboratory/Genetic Clinic/Ultrasound Clinic/Imaging Centre may be allotted a folio consisting of two pages of the Register for recording Form H.
- (f) The space provided for 'additional information' may be used for recording suspension, cancellations, rejection of application for renewal, change of ownership/management, outcome of any legal proceedings, etc.
- (g) Every folio (i.e. 2 pages) of the Register shall be authenticated by signature of the Appropriate Authority with date, and every subsequent entry shall also be similarly authenticated