

# **E-Tender Document**

**FOR**

**Selection of Agency for Branding of 1093 L2 and 192 L3 Level Public Health  
Facilities in Uttar Pradesh**

**From**

**National Health Mission  
Uttar Pradesh**



## A-DATA SHEET

### Request for Proposal by National Health Mission, Uttar Pradesh

<b>The name and objectives of the Project</b>	<p><b>Name:</b> Selection of Agency for Branding of 1093 L2 &amp; 193 L3 level total 1285 Public Health Facilities in Uttar Pradesh</p> <p><b>The objectives of this RFP:</b></p> <ol style="list-style-type: none"><li>1. To identify suitable cost effective agency to implement Standardized Social and Behavior Change Communication Package in 1285 health facilities in Uttar Pradesh.</li><li>2. To install the package in given facilities as per the guidelines within the given period of time.</li><li>3. To ensure certification of installation of the branding package by concerned authority of the health facility and districts.</li><li>4. To make the facility client friendly and for demand generation for increased footfalls.</li></ol>
<b>Required Proposals</b>	<ol style="list-style-type: none"><li>1. Technical Bid</li><li>2. Financial Bid</li></ol> <p>Note: Both have to be submitted in hard copy sealed in separate envelops mentioning the name and title. The same has also to be uploaded in E- tender portal of Uttar Pradesh. Only Uploaded Technical and Financial bid/document in E- tender portal will be entertained and considered as final.</p>
<b>Type of Tender</b>	e-Tender only , <a href="http://e-tender.up.nic.in">http://e-tender.up.nic.in</a>
<b>Tender Notice</b>	Tender notice will be published in <a href="http://www.upnrhm.gov.in">www.upnrhm.gov.in</a> & <a href="http://e-tender.up.nic.in">http://e-tender.up.nic.in</a> and in national level news papers.
<b>Pre-Bid conference</b>	A pre-bid conference is proposed on 27th June 2016 at 11:30 am in SPMU Conference Hall at, <b>National Health Mission, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow - 226001, Phone: 0522-2237497, 2237498, fax-0522-2237574</b>
<b>Queries for the Pre Bid Conference</b>	The prospective Bidders shall submit their queries on or before 5 pm on 27th June, 2016.
<b>Contact details for all queries</b>	Mission Director, NHM, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow.Ph: 0522-2237391, 2237497,

	7498fax-0522-2237574 Email id: sbcccellup@gmail.com
<b>Language in which proposals should be submitted</b>	English only
<b>Single currency for price conversion</b>	Indian Rupee only
<b>Eligibility to bid</b>	<p>(i) One agency/Consortium is open to bid for maximum 2 Zones only.</p> <p>(ii) The Agencies willing to make bids for 2 Zones as a single party or in a consortium will have to submit separate sealed documents required and separate e-tenders for each Zone mentioning clearly for which Zone they are bidding.</p> <p>(iii) The Tender Processing Fees, Performance Security and Bank Guarantee would be submitted separately by the agencies for each Zone.</p> <p>(iv) Rest of the financial Selection criteria would be multiplied by 2 in case of 2 zone bidding by Single or consortium.</p> <p>(v) The Bidder may be a sole Bidder (Company/Society/Trust) or a group of companies (maximum 2) coming together as Consortium to implement the Project.</p> <p>(vi) Company/Society/Trust/ Add agencies / printing and installation agency with minimum 5 years experience in carrying out branding, printing and installation work with government and private sector are only eligible to bid. It is also applicable to partners in consortium.</p> <p>(vii) Company/Society/Trust/ Add agencies / printing and installation agency having turnover of 3 corers and more in last financial year can only be consider for prequalification. In consortium it would be 60% for lead agency and 40% for partners.</p> <p>(viii) The Bidder cannot be an individual or group of individuals. If the Bidder is other than Consortium of Companies, it should only be registered legal entity such as</p>

	<p>company registered under Companies Act, 1956 or an equivalent law outside India or society registered under Societies Registration Act 1860 or an equivalent law applicable in any State of India, trust formed according to the provisions of Indian Trust Act, 1882 or an equivalent law applicable in any State of India.</p> <p><b>Technical Capacity:</b> The Bidder should have at least five (5) years experience in printing and installation and branding work. Preference will be given to agencies who have worked with Government.</p> <p><b>Financial Capacity:</b> The Bidder should have an average annual turnover/ gross receipts of at least Rs 8 crores for last three financial years but not at all less than Rs 8 crores (i.e. FY, 2012-13, 2013-14, 2014-15)</p>
<p><b>Bid Security</b></p>	<p>The Bid Security shall be submitted in the form of Demand Draft in favor of State Health Society Uttar Pradesh, Payable at Lucknow kept valid for 180 working days from the date of signing of contract. Bid security shall be returned to respective disqualified bidders within 45 days of submission.</p> <p><b>EMD for Zone A-Rs.1,54,675.00</b>  <b>EMD for Zone B-Rs.1,79,975.00</b>  <b>EMD for Zone C-Rs.1,78,250.00</b>  <b>EMD for Zone D-Rs.1,74,800.00</b>  <b>EMD for Zone E-Rs.1,61,575.00</b></p>
<p><b>Performance Security</b></p>	<p>Performance Security will be valid till completion of work and submission of final bills. It would be returned to the agency within 60 working days of final payment.</p>
<p><b>Tender Processing Fees</b></p>	<p>Non refundable amount of Rs. 10,000 ( Rs. Ten thousand only) to be submitted by Demand draft in favor of State Health Society, Uttar Pradesh along with the hard copy of the tender document.</p>

<b>Agreement Period</b>	6 months from the signing of the contract and it may extended if National Health Mission informs on conditions of force majeure.	
<b>Proposals must remain valid for</b>	The Bid shall be valid for a period of not less than 180 days from the “Proposal Due Date”.	
<b>Address for Proposal submission</b>	As this is an E-tender all Technical as well as Financial bids should be submitted both electronically and in hard copy along with Tender Processing fees at the below mentioned address on or before due date. <b>Mission Director, National Health Mission, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow - 226001, Phone: 0522-2237497, 2237498, fax-0522-2237574</b> Email id:sbcccellup@gmail.com	
<b>Tender withdrawal</b>	National Health Mission, Uttar Pradesh holds the absolute right to reject any bid or in total and also entire process at any point of time without assigning reasons and without informing any party concerned. There after all procedures will be followed as per NHM,UP norms.	
<b>Important Dates</b>	Notice inviting tender published in newspapers & website	<a href="http://www.upnrhm.gov.in">www.upnrhm.gov.in</a> , <a href="http://e-tender.up.nic.in">http://e-tender.up.nic.in</a> on 18th June 2016 conditional to technical running of portal.
	Issue of RFP to prospective bidders	On 18th June 2016
	Last date for submission of Bid (the “ <b>Proposal Due Date</b> ”)	15th July 2016 till 12 am
	Opening of sealed Bid documents	15th July 2016 at 5:30 pm
	Pre bid meeting with Bidders	27th June 2016 at 11.30 AM
	Date for technical presentation of bid	On 21st and 22nd of July 2016 at 11:30

	by technically selected bidders	am in above mentioned address.
	Opening of sealed Financial Bid	29th July 2016 at 2pm
	Issue of Letter of Intent (LOI)	By 4th of August 2016
	Signing of Agreement	Within 7 working days of acceptance of Lol

## **B-DISCLAIMER**

The information contained in this Request for Proposal document ( “RFP” ) or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this RFP has been prepared in good faith and contains general information in respect of the Project, the RFP is not and does not purport to contain all the information which the Bidder may require.

Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This RFP document is not an agreement and is not an offer or invitation by the Government of Uttar Pradesh (hereinafter referred to as “Authority”) or its representatives to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Authority, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

RFP document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. At any time the authority can withdraw the tender and also can change or omit the process without assigning any reasons to any parties.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason



whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/documents pertaining to this RFP or subsequently provided to Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT TO DISCLOSURE AS PUBLIC INFORMATION/ DOCUMENTS. NHM-UP is the sole authority of this RFP.

**By**  
**Mission Director,**  
**NHM-UP**

## **Content of the Document**

### **Part- 1 Concept objective scope and operational details**

1. Concept
  - 1.1 Objective of facility branding
  - 1.2 Scope of work
  - 1.3 Payment modalities
  - 1.4 Area of implementation
  - 1.5 Branding Package

### **PART-2: Instruction to bidders**

This part of the tender document has to be followed by the bidders carefully as all the technical qualifications will be submitted as per instructions mentioned in this section.

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Part – 3: General Condition of Contract

Part – 4: Scope of Work & Technical specifications

Part – 5: Details of Warranty

Part – 6: Technical Bid

## **PART B**

### **Section 4 Financial Bid**

The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the tender document. Failure to furnish all information required by the tender documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the tender

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- 5.17 Others
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## **1. Concept of Facility Branding**

Reducing the global burden of preventable maternal, newborn and child illness and deaths has emerged as a major focus for the global health community. RMNCH+A approach was launched by the Government of India in the year 2013 to essentially address the major causes of mortality among women and children by accessing public health services across the state. The RMNCH+A strategic approach has been developed to provide an understanding of 'continuum of care' to ensure equal focus on various life stages.

In the year 2014-15, the IEC division at NHM Uttar Pradesh decided to strengthen communication between client and the service provider through use of effective job aids and to promote various services of respective facilities. The overall objective was to bring closer to each other and to increase the visibility of the facilities. It requires quality of client –service provider interaction to motivate client and to promote services of facilities through its satisfied clients. UNICEF Lucknow has demonstrated

communication branding of 5 facilities in Lucknow district. UNICEF branded CHC Chinhath, Sub center Lalapur, PHC Negoha, Avanti bai District Women Hospital and Lokbandhu Raj Narayan Combined Hospital. These facilities are to be considered demonstrated sites for different types of Facility branded with need base communication package.

National Health Mission Uttar Pradesh has decided to scale up facility branding which was initiated by UNICEF across all the L 2 and L 3 Public health facilities in Uttar Pradesh in the year 2015-16. Government of India has duly allocated funds for branding of 192 L3 and 1093 L2 facilities across the state of U.P. UNICEF will provide technical support to Government of Uttar Pradesh for implementing the communication Branding across the selected health facilities.

### **1.1 Objective of Facility branding**

- 1) To develop a Standardized Social and Behavior Change Communication Package tailored in line with the health facility needs in the context of 'continuum of care' on RMNCH+A theme.
- 2) To fulfill the need of communication tools and job aids for service providers so as to enhance the health service seeking experience of the client.
- 3) To support in capacity building of service providers where they will use the communication package for promoting different services to the client also to improve client service provider interface.
- 4) To make the facility client friendly.

### **1.2 Scope of the work**

A detail scope of the work in implementing the facility branding has been divided into 4 parts as per the supply of goods and completion of the activities. A brief explanation of each part is mentioned below but it is not the complete list. The list of items may be increased or decreased to 15% as per need of the facility. This will be duly informed keeping in mind the timeline of the project.

#### **Part 1: Procurement of communication package: -**

- Pre designed and NHM UP approved soft copy of the required IEC materials/items will be provided to the selected agencies for printing and

installation work. It would be the sole responsibility of the selected agencies to print, and procure the approved quantity required for the facility they are assigned to implement.

- The selected agencies will submit to NHM one set each of the materials to be replicated in the field within 4 days of signing of contract, the quality of materials as per specifications will be approved by (Govt. press/ Information Department U.P. )
- NHM, U.P. will facilitate the due vetting of materials/package for the agencies prior to going for mass production and installation of materials within 1 week of getting one set of package.
- No agency can go ahead with the installation work before prior approvals, if any material is not approved by NHM then the same cannot be considered for payment.

**Part 2: Installation and supply of materials: -**

- It is the sole responsibility of the selected agency to install various materials (according to the work order) as per the specifications and locations in each health facility.
- This activity has to be carried out in the knowledge and participation of concerned Medical Officer In-charge/ Superintendents of the Facility.
- For documentation as well as for processing of the bills a minimum 2 photographs of each pre & post installation (in digital) of each material in each Facility is to be submitted by the agency both in soft copy/ hard print out in A4 B/W.
- All documentation to be submitted in line with the formats annexed in the RFP. The same cost need to be inbuilt in financial bid
- In case of any issue which may arise relating to supply and installation of printed materials will be sorted out directly by the agency. NHM will nowhere be responsible for it unless and until it channeled through appropriate authority.
- The selected agency/agencies will be responsible for payment of toll/ tax as applicable by law of the land.

**Part 3: Certification of installation and supplies:-**

- Selected agency shall also furnish a certification from concerned Medical Officer In charge/ Hospital Superintendent on the approved format. It will have in writing that the agency concerned has completed the assigned branding package installation task as per the quality & quantity of items.

- NHM will provide the format/checklist for the certification. The agency shall provide facility and item wise certificates in 2 set along with invoice for payment. Without certificate in prescribed format and pre-post evidence record no procedures for payment shall be initiated by NHM. Hence facility wise and item wise certification is must for any part/ full payment.

**Part 4: Final Submission of report & photographs:-**

- The agency shall provide a brief report after completion of the work (format of the report shall be given by NHM).
- Selected Agency/agencies will also provide district wise photo documentation of entire work along with the report. 2 sets soft as well as hard copy of district wise report will be submitted by the agency for final payment processing.
- All final payment shall only be processed when all satisfactory certificates and verification from concerned medical authorities are submitted.

**1.3. PAYMENT MODALITIES:**

Deliverable linked payments will be made as per 30%+35%+35% of the approved cost =100%

<b>Deliverable</b>	<b>Time line</b>	<b>Payments</b>
Inception Report with Finalized work plan along with Team members name and CV /and field movement plan(day wise/team wise)	Within 50 days of signing of the contract	30% of the approved cost
<ul style="list-style-type: none"> <li>• List of number of teams and their supervisors (all CVs along with phone numbers of team members to be attached)</li> </ul>		
<ul style="list-style-type: none"> <li>• Team wise time line and route wise installation plan shared by agency.</li> </ul>		
Approval of printing materials		
Procurement of Printing materials at least for 50% of the facilities along with initiation of installation		
After completion of 70% installation and certification	100 days of signing of contract	35% of the approved cost

100 % completion of installation/ certification / photographs/ completion reports	180 days of signing of contract	35% of the approved cost
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## **1.4. Area of Implementation**

This facility branding work will be held in 192 L3 and 1093 L2 total 1285 public health facilities of 75 districts in 18 divisions of Uttar Pradesh. For timely implementation and for easy monitoring these 18 divisions and 75 districts are divided into 5 zones. These are named as Zone A, Zone B, Zone C, Zone D, Zone E.

- Zone A has 4 divisions named as Meerut, Muradabad, Bareilly, Sharanpur. It covers total 18 districts covering 192 L2 facilities and 37 L3 facilities.

Zone B has total 4 divisions named as Agra, Aligarh, Allahabad and Kanpur. It covers 18 districts covering 207 L2 facilities and 53 L3 facilities.

-Zone C has total 3 divisions named as Jhansi, Lucknow and Devipatan. It covers 13 districts covering 222 L2 facilities and 44 L3 facilities.

Zone D has total 3 divisions named as Basti, Gorakhpur and Faizabad. It covers 12 districts covering 242 L2 facilities and 31 L3 facilities.

Zone E has total 4 divisions named as Banda, Azamgarh, Mirzapur and Varanasi. It covers 14 districts covering 227 L2 facilities and 27 L3 facilities. The details are given in Annexure 1 of the RFP.

## **1.5 RMNCH+A Communication Branding Package**

This SBCC package has been tailor made considering the health facility and clients information and communication needs. Colour coding of materials has also been done for Maternal Health (Magenta), Routine Immunization (Purple), Non clinical information boards (Green with white font), Emergency (Red) and Clinical Departments (Mustard yellow with black font). The facility promotion in catchment was done in Bright florescent yellow colour to help establish the issue based connect for varied population segments in rural and semi urban areas and also result in easier health seeking and stronger message identification. The communication package has been developed considering the holistic 360 degree model of communication for selection of different media types for different communication needs of the facility an clients.

In the developed communication package IPC Materials, Outdoor materials, Print media materials have been extensively used in demonstration sites/facilities (5) supported by UNICEF to strengthen the client with the health facilities. For this

project the detail package given in the annexure will be used for budget and other related purposes' in this RFP. The given package may be increased in numbers and types of items subject to availability of funds by GoI.

S/N	Location	Material	Number	Relevant Themes/Issues on which the material will focus
1	<b>Catchment Area Materials</b>	Hoardings for Catchment area	3	Routine Immunization, Benefits of Institutional Delivery, Importance of Early Registration of ANC, Consultation from Quality Doctors
		Direction Boards and sign indicators on feeder roads	2	Hospital name with direction arrow
		Small radium sign boards	5 As per need	Hospital name direction arrow
2	<b>Communication materials for the Hospital Compound</b>	Glow Sign board for Main Gate Over Head and for hospital	2	Name, Location, logo
		Citizen Charter - Schemes	1	All schemes running in hospital with clear details and benefits
		Big Boards for Key/Emergency Services	3	For Emergency Services, DOTS Services, Grievance addressable, Outbreak Surveillance Information
3	<b>Materials for hospital (OPD Waiting Area)</b>	Citizen Charter - Services	1	All services in the hospital with timing, Doctor name, room no etc
		Boards	1 each	Doctor Board of all OPD doctors with Designation, Room No, Name. Floor plan board with key departments, Notice Board for IEC pasting,
		Standee - 102/108	1	Content on 102/108 provision
		Flyer - 102/108	1 set	Content on 102/108 provision
		Director Acrylic	As per	within the hospital to go to key

		Signage	Need	departments
4	<b>Gynecologist / LMO Room</b>	Standee	1	ANC Components and its details
		Pamphlets and flyers to be given to clients	As per Need	On care During ANC, eliciting Husband participation in it, and Exclusive Breastfeeding.
5	<b>Pediatrician Room</b>	Posters	4	on Exclusive Breastfeeding , Complementary Feeding (What, how when, how much), ORS and ZINC Poster
6	<b>Department wise / Room wise Materials</b>	Number Plate, Name Plate	As per Need	Numbering of rooms to be done for all Rooms (Dept includes registration, pharmacy, labs, rooms etc ), Naming to be done for all Including toilet, drinking water, Store etc
		Angle Board and Information Board	As per Need	Angle boards for all Doctors name, Chief Pharmacist, Chief Technician etc and information board adjacent to all rooms for key info on services, Report timings, tariffs or free service intimations.etc.
7	<b>Maternity Centre/ Outside Labour Room Area</b>	Glow Sign Board and Simple Boards	4	Glow sign board for department Name, Emergency board etc. Simple board for Staff Name board, Emergency Duty Roster,
8	<b>Staff Nurse/ ANC Room</b>	Flipbook	1	Flipbook on ANC counselling and care
		IPC Folder	1	ANC - Explanation and diet, 4 checkups, etc
		Pamphlets	1 set	ANC Care, medications, diet, checkup
		Poster on Quality Examination	2	A Poster each on Quality checks to be done at ANC and Referral Assesment
9	<b>Labour Room</b>	Posters	3	A Poster each on Preparation for Birth, PPH Management, Golden Minute for Baby
		Posters	3	A Poster Each on Initiating Breastfeeding, Danger Signs for Mother and Baby and

				Handwashing Reminder
10	<b>Ward Materials - PNC</b>	Number Plates	As per Need	Number Plates for each hospital bed
		Poster	3	A poster each on Exclusive Breastfeeding, Immunization Schedule, and on Triple care for New Born Baby
11	<b>Immunization Room</b>	Standee on RI	1	baby age related immunization need
		Poster, IPC Folder, Pamphlets	1 Each	IPC on RI for complications, Pamphlets on RI information
		Information booklet FAQ Booklet for Staff	1	Based on GoI Guidelines for staff, and on Q&A related to Immunization
12	<b>ARSH Clinic/ AFHS Clinic</b>	Flipbook and Film for Kishori	1	On Menstrual Hygiene
		Posters and Takeaway materials		Menstrual Hygiene maintenance, and also focus on Chhupi todo
		Diary for Adolescents	1	Dairy for girls
13	<b>Family Planning Counselling Room</b>	Flipbook and a Demo kit	1 Each	For counselling on All FP Methods
		Poster	2	Family Planning Spacing and Right age for marriage

The standardize package for procurement and installation across 1285 facility is given in annexure 2 of the RFP. This need to be referred for implementation budgeting and other implications.

## **Section 1: the TECHNICAL SECTION OF THE TENDER DOCUMENT**

### **1. Project at a glance**

In the year 2014-15, NHM Uttar Pradesh decided to strengthen communication between client and the service provider through use of effective job aids and to promote various services of respective facilities. The overall objective was to bring closer client –service provider to each other and to increase the demand and visibility of the facilities. It requires quality of client –service provider interaction to motivate client and to promote services of facilities through its satisfied clients. UNICEF Lucknow has demonstrated communication branding of 5 facilities in Lucknow district. UNICEF branded Sub center Lalapur, PHC Negoha, CHC Chinhath, Avanti bai district women hospital and Lokbandhu Raj Narayan combined facility. These facilities are to be considered demonstrated sites for different types of Facility branded with need base communication package.

National Health Mission Uttar Pradesh has decided to scale up facility branding which was initiated by UNICEF across all the L 2 and L 3 Public health facilities in Uttar Pradesh in the year 2015-16. Government of India has duly allocated funds for branding of 192 L3 and 1093 L2 facilities across the state of U.P. UNICEF will provide technical support to Government of Uttar Pradesh for implementing the communication Branding across the selected 1285 health facilities.

The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the tender document. Failure to furnish all information required by the tender documents or Submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the tender.

## Section 2 Technical Bid

### 2.1 Covering Letter: from the bidders

FROM:-  
(Full name and address of the Bidder)  
.....  
.....

Date:

To:  
The Mission Director,  
National Health Mission  
Vishal Complex, 19-A  
Vidhan Sabha Marg, Lucknow  
Uttar Pradesh

Subject: - Offer in response to tender specification No..... Selection of Agency for health facility branding of (L2) and (L3) Level hospitals in Uttar Pradesh for Zone.....

Sir,  
I/We hereby submit our offer in full compliance with terms & conditions of the above tender for the Zone .....

A copy of the tender, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions.

We confirm that, we have the capability for Production, supply and installation of the above mentioned material in the respective L2 and L3 facilities in Zone .... of the selected districts in Uttar Pradesh. Supporting documents in proof of Technical and financial capacity are attached.

The same tender is e uploaded in two separate files named Part-A for Technical Bid & Part-B for Financial Bid only on E-Tender portal of U.P. Govt.. It is done in my knowledge and in good faith.

(Signature of Bidder)  
With Seal

## 2.2. General Particulars of the Bidder

1.	Name of the Bidder	
2.	Postal Address	
3.	Mobile No	
4.	Telephone, Telex, Fax no	
5.	E-mail	
6.	Web-site	
7.	Total years of work related experience of the agency/ each consortium members .	
8.	Name, designation and Mobile Phone No, e mail if and contact details. of the representative of the Bidder to whom all references shall be made	
9.	Name and address in detail of the Indian/foreign Collaboration if any	
10.	Have anything/extra other than price of items of (as mentioned in price Schedule) been written In the price schedule.	
11.	Registration detail of society/company/trust/each consortium member. Attach self attested Xerox copy	
12.	Have the Bidder to pay arrears of income tax? If yes up to what amount and of which years of assessment? Arrear of tax is subject to rejection.	
13.	Have the Bidder ever been debarred By any Govt. Dept./ Undertaking (Affidavit to be submitted)	
14.	Details of bid (please mention number of pages in the hard copy)	
15.	Reference of any other information attached by the Bidder (please Mention no. of pages)	
16.	Annual Turnover of the Bidder of the last 3 years. 2012-13, 2013-14 and 2014-15 Attached Audited statement of last three	

	years	
17.	Average Turnover of the bidders 2012-13, 2013-14 and 2014-15.	

1. Bidders are advised to study the tender Document carefully. Submission of Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. All required documents, Annexure mentioned in the tender are to be duly filled and submitted , any paper not attached in the document submitted by the agency will make the document invalid and subject to rejection by all means.
3. The exact same document need to be uploaded in E- tender portal of UP Govt. and any discrepancy is subject to rejection of bid.
4. All the required documents including Price Schedule/BOQ should be submitted by the Bidder.

The above given information are true to the best of my knowledge and believe. If any discrepancy found in the above mentioned information at any given time then I agree to bear the consequences as per law of land.

(Signature of Bidder)  
With Seal



### **2.3 DECLARATION BY THE BIDDER**

(Regarding tender ...../National Health Mission/ Facility branding of L2 and L3 hospitals in Uttar Pradesh/2016 I/ We \_\_\_\_\_(hereinafter referred

to as the Bidder) being desirous of tendering for the work under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document, I DO HEREBY DECLARE THAT

1. The Bidder is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
2. The Bidder is capable of executing and completing the work as required in the tender.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the Performance of the tender.
4. The Bidder has no collusion with other Bidders, any employee of National Health Mission or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of National Health Mission or any of its employees, but only by the tender document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of National Health Mission.
8. The information and the statements submitted with the tender are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been black listed and debarred from similar type of work by National Health Mission and or any other Government undertaking/ Department (An affidavit to be attached).
11. The Bidder gives the assurance to execute the tendered work as per specifications terms and conditions.
12. The Bidder confirms the capability for Production and Supply of the above mentioned materials in the respective L2 and L3 public health facilities in the selected districts of Uttar Pradesh

(Signature of Bidder)

With Seal

## 2.4 Check list of Annexure

The additional information to be provided, in case of Consortium, is mentioned in details.

<b>INFORMATION TO BE PROVIDED</b>	<b>FORMAT NUMBER</b>
COVERING LETTER FOR PROPOSAL SUBMISSION	FORMAT 1
POWER OF ATTORNEY FOR SIGNING OF PROPOSAL	FORMAT 2
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM (if applicable)	FORMAT 3
AFFIDAVIT	FORMAT 4
ANTI-COLLUSION CERTIFICATE	FORMAT 5
PROJECT UNDERTAKING	FORMAT 6
MEMORANDUM OF UNDERSTANDING (MoU)	FORMAT 7
BOARD RESOLUTION FOR BIDDING ENTITIES	FORMAT 8
UNDERTAKING FOR INDIVIDUAL MEMBERS	FORMAT 9
INFORMATION REGARDING BIDDER	FORMAT 10
DETAILS OF ELIGIBLE EXPERIENCE	FORMAT 11
FINANCIAL CAPABILITY OF THE BIDDER/MEMBER (TO BE SUBMITTED FOR EACH MEMBER IN CASE OF CONSORTIUM)	FORMAT 12
FINANCIAL BID (ON THE LETTER HEAD OF THE BIDDER/ LEAD MEMBER) in the format annexed along with	FORMAT 13
LETTER OF COMFORT AND UNDERTAKING FROM ASSOCIATE (ON THE LETTER HEAD OF THE ASSOCIATE)	FORMAT 14
CERTIFICATE FROM STATUTORY AUDITOR/ COMPANY SECRETARY REGARDING ASSOCIATE	FORMAT 15

## **Section 3 Project and other important information**

### **3.1. Project**

**This project is titled as RMNCH+A focused communication branding in 1285 public health facilities all across the 75 districts in Uttar Pradesh. This project is to procure the pre designed and NHM approved communication materials and install the same as per the location and quantity in respective health facilities in the state.**

### **3.2 Local conditions**

The Bidder is expected to be acquainted with the geographical locations and the terrain of the area (mandal/region/zones) that the agency has decided to bid. The agency should take full responsibility, and gain understanding, which may be necessary for preparing the Bid and for entering into the Contract Agreement. All the expenses of visiting the Site and its associated costs shall be borne by the Bidder. Mobilizing the district and facility wise authority for installation of this package is the responsibility of the agency/ consortiums.

### **3.3 Clarifications**

The National Health Mission will not enter into any correspondence with the Bidders, except to furnish clarifications on the bid document during the pre-bid meeting. The Bidder(s) or their authorized representative(s) is/are invited to attend pre-bid meeting. The purpose of the Pre-bid meeting will be to clarify any issues regarding the Bid, during the Pre Bid Meeting to be held on the given address 27th June 2016 at the National Health Mission office, Lucknow.

Bidders should ensure that before the Pre-Bid meeting all the clarifications required should be submitted in writing to National Health Mission. A compiled list of questionnaire and National Missions response will be uploaded on the website for information of all concerned in on <http://e-tender.up.nic.in> , [www.upnrhm.gov.in](http://www.upnrhm.gov.in) if necessary.

**3.3.1** The National Mission is not under any obligation to entertain or respond to suggestions made or to incorporate modifications sought for.

**3.3.2** All are requested to remain updated with the website. No separate reply/ intimation will be given elsewhere.

**3.3.3** Verbal clarifications and informations given by the National Health Mission or its employees/ consultants or its representatives shall not be in any way entertained.

### **3.3.4 Enquiries/clarifications may be sought by the Bidder from:**

Mission Director NHM, Vishal Complex,19-A Vidhan Sabha Marg, Lucknow  
Email:sbccellup@gmail.com till pre bid meeting. There after no such queries will be entertained.

3.3.5 No phone calls will be accepted by the NHM office from the Bidders

### **3.4 Amendment of the tender**

At any time prior to the submission of the tender the National health Mission may for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the tender documents by amendments. Such document shall be made available on website. All are requested to remain updated with the website <http://e-tender.up.nic.in> , [www.upnrhm.gov.in](http://www.upnrhm.gov.in) . No separate reply/ intimation will be given elsewhere.

The Bidders should particularly acquaint themselves with the technical requirements of completion of the task

The Bidder shall familiarize itself with the procedures and time frames required to obtain all the Consents, Clearances required for the supply and installation of the material at the L2 level and L3 level hospitals.

### **3.5 Eligibility conditions**

- I. One agency/Consortium is open to bid for maximum 2 Zones only.
- II. The Agencies willing to make bids for 2 Zones as a single party or in a consortium will have to submit separate sealed documents required and separate e-tenders for each Zone mentioning clearly for which Zone they are bidding.
- III. The Tender Processing Fees, Performance Security and Bank Guarantee would be submitted separately by the agencies for each Zone.
- IV. Rest of the Financial Selection criteria would be multiplied by 2 in case of 2 zone bidding by Single or consortium .
- V. The Bidder may be a sole Bidder (Company/Society/Trust) or a group of companies (maximum 2) coming together as Consortium to implement the Project.
- VI. Company/Society/Trust/ Add agencies / printing and installation agency with minimum 5 years experience in carrying out branding, printing and installation work with government and private sector can only bid. It is applicable to each partner in the consortium

- VII. The list of project commissioned at least of last three years to Technical Bid Opening date, indicating whether the project were of the similar nature or not the Work order / Contract / Agreement/ from the Client/Owner shall be submitted in support of the above. 60% of the same must be from the lead agency in consortium. Details to be provided as per format 10.
- VIII. Company/Society/Trust/ Advt agencies / printing and installation agency having turn over 3 corers in last financial year.
- IX. The Bidder cannot be an individual or group of individuals. If the Bidder is other than Consortium of Companies, it should only be registered legal entity such as company registered under Companies Act, 1956 or an equivalent law outside India or society registered under Societies Registration Act 1860 or an equivalent law applicable in any State of India, trust formed according to the provisions of Indian Trust Act, 1882 or an equivalent law applicable in any State of India.
- X. The Bidder should have at least five (5) years experience of printing and installation work. Preference will be given to agencies who have worked with Government. In consortium both must have 5 years each experience.
- XI. The Bidder should have an average annual turnover/ gross receipts of at least Rs 8 crores for last three financial years but not at all less than Rs 8 croers. (i.e. FY, 2012-13, 2013-14, 2014-15). In consortium the lead agency must have not less than 3.6 corers turn over which is 60% of the project value.
- XII. The Bidder should be Registered Company/Firm/ duly incorporated under the relevant laws of the land. It is applicable in consortium also
- XIII. The Bidder should have valid CST /State VAT, TIN registration certificate. A copy of which should be enclosed. In consortium both the agency must have the CST/VAT, TIN registration
- XIV. The applied agency or joint ventures must have ISO certification
- XV. A summarized sheet of turnover of last three years with average turnover certified by registered CA should be compulsorily enclosed
- XVI. The Bidder cannot be an individual or group of individuals. If the Bidder is other than consortium of Companies, it should only be a registered legal entity such as (i) company registered under Companies Act, 1956 or an equivalent law outside India; or (ii) Society registered under Societies Registration Act, 1860 or equivalent law applicable in

any State of India; or (iii) trust formed according to the provisions of Indian Trust Act, 1882 or equivalent law applicable in any State of India.

- XVII. A Bidder shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
  - XVIII. the Bidder, its Member or Associate (or any constituent thereof) and any other bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:
  - XIX. Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956.
  - XX. For the purposes indirect shareholding held through one or more intermediate persons shall be computed as follows: where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **“Subject Person”**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis;
  - XXI. No Bidder has the same legal representative for purposes of this Proposal as any other applicant/bidder with any consortium or agency for any other Zone. If so then both the bid of respective zone will be cancelled.
  - XXII. No Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Proposal of either or each other; or
  - XXIII. No Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

**Explanation:** In case a Bidder is a consortium, then the term Bidder as used in this Clause shall include each Member of such consortium.

- i. For purposes of this RFP, Member means, each individual member of the group of companies coming together as a consortium to bid for the Project. For purposes of this RFP, Associate means, in relation to the Bidder/ consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/consortium member (the **“Associate”**). As used in this definition, the expression **“control”** means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- ii. For avoidance of doubt it is made clear that in the case of indirect shareholding, the intervening companies in the chain of ownership shall also be Associate but the shareholding in each such company should be more than 50%.
- iii. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

### **3.6 Selection procedures.**

The **“Financial bids”** of only those bidders shall be opened, who qualify in **“Minimum Eligibility Conditions”** i.e. 70% marks as above and score at least 50 Points in **“technical evaluation”**. The **“Points”** for the **“technical evaluation”** shall be assigned as under:

Important:-In Stage I of Proposal Evaluation, the **“Qualification Bid”** as submitted by the Bidders shall be checked for compliance with the requirements of the RFP and eligibility to bid. Prior to evaluation of

Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:

**Minimum qualifying criteria is 50 points which is 70% of the technical bid. The total scoring is 70 points,**

<b>S.N</b>	<b>Criteria</b>	<b>Points to be allotted</b>
1.	Bidders must have similar experience in Branding and installation in last three FY 2012-13, 2013-14 & 2014-15. Referring Format 10 for only more than 1 corer and above as single or multiple work order in a given financial years	-Total 10 points to the bidder if all three years have Rs.1 crore work done -7 points If Rs.1 crore work done in 2 FY. -3 points If Rs.1 crore work done in 1 FY. -In consortium lead agency must have 60% of Rs.1 crore work in each FY.
2.	Bidders average turnover in the last 3 financial years. In consortium 60 % must be from lead agency	Total 10 Points to be allotted to the highest scoring bidder
	a) Below Rs.8 Crores b) Rs.8-9 crores c) Rs.9.1 to 10 crores d) aboveRs.10 crores	0 points 7 points 8 points 10 points
3	Total Work experience of the Agency. It is applicable to agency in consortium.	Total 10 points to be allotted to the highest scoring agency
	a) Less than 5 years b) 5-7 years of experience c) 7.1 to 9 years d) 9.1 and above	0 points 7 points 8 points 10 points
4	Prior experience of working with the Government and the health department within last 5 years. 60% must be from lead agency in consortium	15 Points



	a) 1-2 assignment in last 3 year b) 3 to5 assignments c) 6-7 assignments d) More than 7 assignments	2 points 8 points 12 points 15 points
5	The Work plan with the timelines are submitted by the agency (in the given format as per the Annexure)	15 Points
	a) Implementation strategy b) Weekly plan submitted c) Monitoring mechanism d) All above three 3 submitted	8 points 4 points 3 points 15 points
6	The Proposal contains all the information in Formats and securities/ BG as specified in this RFP. 60% from lead agency and 40% from partner agency.	10 points

### 3.7 Qualification Bid

The Bidder is expected to provide details of its registration as per FORMAT 10 and furnish documents to support its claim.

- A summary of relevant information should be provided as per FORMAT 10.
- Details of all information related to past experience and background should describe the nature of work, name and address of client, date of award of assignment, size of the project etc. as per FORMAT 10.

The Bidder should submit details of financial capability for the last three (3) financial years (i.e. FY 2012-13, 2013-14 & 2014-15.) as per FORMAT 12. The Qualification bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the members of Consortium should be submitted along with consolidated audited statement as joint ventures/partners.

## **Section 4 -PART B: Financial Bid**

The Financial Bid should be submitted as per FORMAT 12 and 13.

1. The financial bid must have item wise and facility wise cost as per the given excel sheet and format.
2. The facility wise cost must be compiled at district wise and district wise cost sheet must be made to arrive the Zonal wise cost. The detail format is given for the cost sheet
3. Total cost of the zone will have the detail breakup of taxes, transportation and installation cost.
4. It also to include documentation and reporting cost

N: B The cost quoted would be inclusive of production and installation along with certification , documentation and final submission as per the given scope of the work.

### **4.1Preparation and Submission of Proposals**

- All Proposals submitted must be duly signed in blue ink and stamped by the Authorized representative of the Bidder.
- The Bidder should submit a Power of Attorney as per FORMAT 2, authorizing the signatory of the Proposal to execute the Proposal. In case the Bidder is a Consortium, the Bidder must comply with the additional requirements for bidding as a Consortium as specified in the RFP.
- An Affidavit as per FORMAT 4 should be submitted along with the Proposal.
- The Proposal shall be accompanied with an Anti Collusion Certificate on the letter head of the Bidder or each of the Member (in case of a Consortium) as the case may be as per FORMAT 5.
- The Proposal shall also be accompanied with a Project Undertaking on the letter head of the Lead Member (in case of a Consortium) or the single entity as the case may be as per FORMAT 6.
- The Proposal shall be accompanied by the Resolutions from the Bidder / Member for submitting the Proposal and, if successful, to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in FORMAT 8.
- The Proposal shall be submitted by the Bidder in the adequate, complete

and correct form as per the Formats prescribed in the RFP. The Proposal / bid submitted by the Bidder in the form other than the prescribed Formats shall not be considered for evaluation by the Authority. In such an event, the Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder. However, the Authority may, in its sole discretion, require the Bidder to rectify the discrepancies in the bid submitted by the Bidder pursuant to this RFP.

#### **4.2 Additional Requirements for Proposals from a Consortium**

Consortium should comply with the following requirements:

Wherever required, the Proposal should contain the information required for each Member of the Consortium and the Members should acknowledge the collective responsibility and the respective roles as Consortium members. The Proposal should include a description of the roles and responsibilities of each of its Members.

- Members of the Consortium shall nominate one member as the Lead Member.
- The Lead Member will be nominated by the members of the Consortium through a power of attorney as per FORMAT 3.
- Subject to the sub-clause (a) above the Lead member shall authorize a representative (“**Authorized Signatory**”) on behalf of the Consortium, through a power of Attorney as per FORMAT 2. The authorized representative will sign the proposal which would be legally binding on all the members of the Consortium.
- All the Power of Attorney shall be furnished on a non-judicial stamp paper of Rs. 100/- and duly attested by a notary public.
- A Bidder applying as a single entity cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this Project.
  - Members of the Consortium shall submit a Memorandum of Understanding (MoU) specific to this Project, for the purpose of submitting the Proposal as per FORMAT 7. The MoU shall be furnished on a non-judicial stamp paper of Rs. 100/-, duly attested by a notary public.
  - The bid shall be accompanied by the Resolutions from the Bidder / Member of the Consortium for submitting the Proposal and, if successful, to participate and undertake the Project. The format for the Board Resolutions /

Undertaking that shall be submitted is given in FORMAT 8.

- The Proposal shall be accompanied by the undertaking on the letter head of Lead Member (in case of Consortium) or single entity as the case may be as per FORMAT 6.

- All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature. All signatures in the Proposal documents shall be dated.

### 4.3 Bid Security

The Bidder is required to deposit, along with its bid, a bid security as per details mentioned Zone wise in DATA SHEET of the RFP. (the “**Bid Security**”), refundable not later than 45 (forty five ) working days from the Proposal Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security.

The Bid Security should be in the form of Demand draft (DD). It must be accompanied by respective bank format and must be in favor of ‘State Health Society, Uttar Pradesh payable on any Scheduled Bank in Lucknow with validity of 180 (one hundred and eighty) days.

The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
2. If an Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.
3. In the case of the Selected Bidder, if it fails within the specified time limit to sign and return the duplicate copy of LOI
  - to sign the Agreement; or
  - to furnish the Performance Security within the period of 30 (Thirty) days from the date of issue of LOI, or
  - As per the relevant provisions of this RFP and Agreement

#### 4.4 Sealing and Signing of Proposal

- The Bidder will submit all Technical formats using the E-tender portal as mentioned in the RFP and separate sealed envelopes of 'Technical' as well as Financial bids to be submitted at the NHM Address on the date and time mentioned in the RFP
- Only the TECHNICAL BID would be submitted through the e-tender portal and also in hard copy other remaining sections of the Bid
  - a) FINANCIAL BID
  - b) BID SECURITY
- TENDER PROCESSING FEES to be submitted at the National Health mission Office in the stipulated time and date as mentioned in the RFP The envelope shall contain all the FORMATS along with supporting documents.
- The Bidder shall submit and mark one original copy of Financial Bid in the prescribed FORMAT 13 in a separate sealed envelopes. The envelope containing Financial Bid shall clearly bear the following identification. "Part 2: Financial Bid for selection of Agency for health facility branding of (L2) and (L3) Level hospitals in Uttar Pradesh with Zone name .
- The Bidder shall submit the Bid Security in the form of Demand draft in a sealed envelope and mark the envelope as "Bid Security" for selection of Agency for health facility branding of (L2) and (L3) level hospitals in Uttar Pradesh with Zone name.
- The third envelope will have the Demand draft of the tender processing fees.
- The 4 envelopes specified in the RFP should have name of the project **selection of Agency for health facility branding of (L2) and (L3) Level hospitals in Uttar Pradesh.**
- The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.
- The Proposals and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations,

omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposals.

- The pages of each part of the Proposal shall be clearly numbered, indexed and stamped with the seal of the Bidder.
- The Proposal should not include any loose papers. This will in no way be acceptable
- The Proposal shall be signed and each page of the Proposal shall be initiated by a person or persons duly authorised to sign on behalf of the Bidder and holding the power of Attorney.
- Each of the envelopes shall indicate the complete name, address, telephone number (with country and city code), e-mail, and facsimile number of the Bidder.
- Each envelope should mention the zone name and it shall be addressed to:

Mission Director,  
National Health Mission,  
Vishal Complex, 19-A, Vidhan Sabha Marg,  
Lucknow – 226001, Uttar Pradesh

- The Authority reserves the right to reject any Proposal which is not sealed and marked as instructed above and will assume no responsibility for the misplacement or premature opening of the Proposal.
- As this is an e tender all instructions mentioned above should be followed with precision by the renderer if not found appropriate the agency can be barred from the process without any further notice.

#### **4.5 Proposal Due Date and Time**

- Proposal should be submitted positively on or before 15<sup>th</sup> July 2016 by 5 pm Indian Standard Time (IST) (the “**Proposal Due Date**”), as stated in the data sheet
- The Authority may at its sole discretion, extend the Proposal Due Date by issuing an Corrigendum on the NHM website.
- All such Corrigendum shall be released on the Department website ([www.upnrhm.gov.in](http://www.upnrhm.gov.in)) and the Bidders are requested to check the site regularly for updates. The Authority shall not undertake any responsibility, if any; Bidder fails to regularly check the website for addendums.

#### **4.6 Late Proposals**

- Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be returned unopened. Only Bids sent through E Tender portal will be accepted in hard copy.

#### **4.7 Modifications / Substitution / Withdrawal of Proposals**

- The Bidder shall submit the final proposal by the Due Date and Time only.
- No Proposal shall be modified, substituted or withdrawn by the applicant/bidder after the submission of the proposal.

#### **4.8 Clarifications and Pre-Bid Conference**

- A prospective Bidder requiring any clarification on the RFP documents may submit their queries and suggestions on or before Pre Bid meeting and prior to the last date for receiving queries as specified in “Data Sheet”.
- The Authority shall schedule a pre bid conference to discuss the issues related to the Project with all the prospective Bidders. The prospective Bidders may raise any queries during the pre bid conference, in addition to those submitted earlier. The Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues for the Project, before submission of the Proposals. This would be common for all the Bidders.
- The Authority will respond to all the queries submitted by the prospective Bidders on or before the date specified in the “Data Sheet”. Such a response will be sent in writing to all the prospective Bidders who have purchased the RFP and will qualify as an “Addendum.” Such Addendum shall also be hosted on the following website: [www.upnrhm.gov.in](http://www.upnrhm.gov.in).
- Bidders may note that the Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the draft Agreement. **Any conditional Proposal shall be regarded as non-**

**responsive and would be liable for rejection.**

- All correspondence/ enquiries should be submitted to the following in writing by fax/ post/ email courier: Mission Director, NHM, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow, Uttar Pradesh 226001
- No interpretation, revision, or other communication from the Authority regarding this solicitation is valid unless in writing and signed by Mission Director, SPMU, National Health Mission

**4.9 Amendment of RFP**

- The Authority may modify the RFP by issuing an Addendum before the Proposal Due Date.
- Any Addendum thus issued shall be part of the RFP and shall be communicated in writing to all the purchasers of the RFP and will also be hosted on the following website: [www.upnrhm.gov.in](http://www.upnrhm.gov.in).
- To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, the Authority may, at its sole discretion, extend the Proposal Due Date.

**4.10 Proposal Validity period**

- Proposal shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date. The Authority reserves the right to reject any Proposal, which does not meet the requirement.

**4.11 Extension of Proposal Validity period**

- In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period which shall not exceed 90 days from the Proposal Validity Date. The request and the Bidder's responses shall be made in writing. The Authority reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.
- The Proposal Validity period of the Selected Bidder shall be automatically extended till the date on which the Agreement is signed.

**4.12 Right to Accept or Reject Proposal**

The Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as the



Authority may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

**The Authority reserves the right to reject any Proposal if-**

- At any time, a material misrepresentation is made or uncovered by/from a Bidder or any of its members (in case of Consortium).
- If the bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal, then this would lead to disqualification of the Bidder / Member for all the Projects wherein the Bidder (either as single entity or as part of another consortium) is present. If the Bidder is a Consortium, then the entire Consortium would be disqualified/rejected. If such disqualification/ rejection occurs after the Financial Bids have been opened and the preferred Bidder gets disqualified/ rejected, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the bidding process. Notwithstanding the above, the Authority may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by the Authority.
- The authority is not bound to accept the lowest bid for LOI and reserves the right to inspect/verify the quality / manpower required for this project, in go down of the bidders by CMC or any other committee as desired by MD-NHM UP to ascertain the credibility of the agency/agencies . Further the undersigned reserve the right to reject any or all tender without assigning any reasons there off.

**4.13 Confidentiality**

- Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person concerned without prior approval of the undersigned in writing as per the NHMUP protocol. The Authority will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. The Authority may not disclose 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 Authority or as may be required by law or in connection with any legal

process.

#### **4.14 Acceptance of Letter of Intent (LOI) and Execution of Agreement**

- The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder.
- Within 7 (seven) days from the date of issue of the LOI, the Selected Bidder shall accept the LOI and return the same to the Authority. The Selected Bidder shall be party to the Agreement as a confirming party.
- Stamp duty, if any, payable on the Agreement will be borne by the Bidder only
- The Operator shall be required to execute the Agreement with Schedules. The Selected Bidder shall be party to the Agreement as a confirming party. The Selected Bidder shall also execute such further documents and deeds as may be required (the “**Contract Documents**”). The Bidders by submitting the bid shall be taken to have accepted the terms and conditions of the Agreement and Schedules to the Agreement and modifications and changes, as may be communicated in writing by the Authority at least 5 working days before the Proposal Due Date, without any reservation or condition.
- In case, the Agreement does not get executed within 30 (thirty) days of acceptance of LOI, the Authority reserves the right to annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Selected Bidder shall be forfeited.
- The Authority will notify the Bidders whose Proposals have been unsuccessful.

#### **4.15 Performance Security**

- The agency shall for due and faithful performance of its obligations during the Project duration furnish Performance Security by way of an unconditional, unequivocal and irrevocable Bank Guarantee issued by a Schedule Bank, in favor of 'State Health Society, Uttar Pradesh of value of Rs ..... (Rupees ..... ) only (“**Performance Security**”).
- The Bidder shall provide the Performance Security within the period expiring on the 30 (Thirtieth) day from the date of issue of LOI before executing the Agreement.

- Till such time the Bidder provides to Authority the Performance Security, the Bid Security shall remain in full force and effect.
- The Performance Security shall remain in force and effect up till six (6) months after the expiry of the Agreement Period as defined in the Agreement.
- The Bid Security of the Selected Bidder shall be returned within 30 days of submission of the Performance Security by the agency.
- The performance security is subject to deduction as follows.

Deliverable	Time line	Deduction of Performance guaranty
<p>Finalized work plan along with Team members name /and field movement plan(day wise/team wise</p> <p>☐ List of number of teams and their supervisors ( along with phone numbers of team members to be attached)</p>	Within 50 days of signing of the contract	If delayed by 20 working days beyond the time lines then 10% of the security will be revoked.
Approval of printing materials		
Procurement of Printing materials at least for 50% of the facilities along with initiation of installation		
After completion of 60% installation and certification	90 days of signing of contract	If delayed by 20 working days beyond the time lines then 10% of the remaining security will be revoked.
100 % completion of installation/certification /photographs/completion reports	120 days of signing of contract	Beyond 180 working days there will be a deduction of 2.5% of the remaining security will be subsequently revoked in every passing week.

#### **4.16 Return of the Proposal and Bid Security**

- The Bid Security shall be returned, to unsuccessful Bidders within a period of 60 days from the date of announcement of the Selected Bidder. In addition to the above, the Authority will promptly release all Bid Securities in the event.
- Authority decides to terminate the bidding process/proceedings or abandon the Project.

#### **4.17 EVALUATION PROCESS**

##### **1. Opening of Proposals**

- The Authority would open the **PART 1**: Qualification Proposal at 5.00pm (subject to change) on the Proposal Due Date, at the place specified in the data sheet on Page 1 of the document and if the date and time will change then it will be duly notify on the NHM website
  - **PART 2**: Financial Proposals will remain sealed and unopened in the possession of the Authority until the PART 1 of the proposals has been evaluated and checked for their responsiveness to the RFP.
- The following information will be announced at the Proposal opening in the presence of Bidders' representatives, and recorded:
  - (a) Bidder's names
  - (b) Names of Consortium members
- The Authority will subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out in this RFP.
- The Authority will form a Proposal Evaluation Committee consisting of experts in the field of public health, management and representatives of the Authority.

#### **4.18 Evaluation of Qualification Bid**

- In Stage I of Proposal Evaluation, the "Qualification Bid" as submitted by the Bidders shall be checked for compliance with the requirements of the RFP and eligibility to bid. Prior to evaluation of Financial

Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:

- (a) The Proposal should be submitted with all the requirements of Qualification Bid
- (b) The Proposal is received by the Proposal Due Date including any extension thereof pursuant .
- (c) The Proposal is signed, sealed and marked .
- (d) The Proposal contains all the formats specified in this RFP.
- (e) The Proposal contains all the information in Formats as specified in this RFP.
- (f) The Proposal meets the eligibility criteria as set out.
- (g) The Proposal contains the appropriate bid security documents and Tender Processing Fees as specified in the RFP.

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

Notwithstanding anything mentioned to the contrary in the RFP, the Authority reserves the right to reject any/all bids and/or the selection process even after opening of Qualification Proposal.

#### **4.19 Evaluation of Financial Bid**

- The Authority will open sealed Envelope containing 'Financial Bid' of only those Bidders, who qualify in the technical bid qualification criteria of 70%
- The Financial Bid should be furnished as per FORMAT 13 clearly indicating the bid amount in both figures and words in Indian Rupees and signed by Bidder's authorized signatory. In the event of any difference between figure and word, the amount indicating in words shall be taken into account.
- The Financial Bid of the Bidder should take into consideration all the expenses incurred or likely to be incurred in undertaking the project and all of them would be defined clearly in the financial formats.
- The Financial Bid should be inclusive of all applicable taxes other than the Service Tax. Service Tax, if any, shall be payable by the Authority

- as per the prevailing rate on the date of invoice.
- The bidder is allowed to make 10 to 15% buffer on unforeseen requirements of quantity of posters/signage's/standees/IEC material ( any one or all these can be applicable) it provided it has to be may change as part of the financial budget.
  - After selection, a Letter of Intent (the **"LOI"**) shall be issued, in duplicate, by the Authority to the Selected Bidder.

#### **4.20 Clarifications for the Purpose of Evaluation**

1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
2. At any point in time during the bidding process, if required by the Authority, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Authority. The Authority or appointed advisers can verify the facts and figures quoted in the proposal. The Authority reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

#### **4.21 Contacts during Bid Evaluation**

- Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the bids are under consideration, the Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

#### **4.22 Tie Bidders**

- In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidder (**"Tie Bidders"**), the Authority shall identify the Selected Bidder by draw of lots, which

shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

#### **4.23 FRAUD AND CORRUPT PRACTICES**

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the Authority may reject a bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- The Authority may have under the LOI or the Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practices, as the case may be.
- The following terms shall have the meaning hereinafter respectively

assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process;
- (c) **“coercive practices”** 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 Bidding process;
- (d) **“Collusive Practices”** means a scheme or arrangement between two or more Operators, with or without the knowledge of Authority , designed to influence the action of any party in the Bidding process;
- (e) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding



- process; or (ii) having a Conflict of Interest; and
- (f) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process.

#### **4.24 PRE-BID CONFERENCE**

- Pre-bid conferences of the interested Bidders shall be convened at the designated date, time and place. The time, date and venue of the pre-bid conference shall be notified in website as mentioned in the Data Sheet. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- During the course of pre-bid conference(s), the interested Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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 Bidding process.

#### **4.25 MISCELLANEOUS**

- The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.
- The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating there to consult with any Bidder in order to receive clarification or further information retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, 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 with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **Section 5: GENERAL CONDITIONS AND DEFINITIONS OF THE CONTRACT**

### **5.0 Definitions**

- The Bid at all times will be recognized as Selection of Agency for health facility branding of L2 and L3 level hospitals in Uttar Pradesh/in short health facility branding in UP 2016-17
- “National Health Mission’ shall mean The Mission Director (MD) of National Health Mission (Uttar Pradesh) or his /her representative and shall also include its successors in interest and assignees. The “Contractor” shall mean (successful bidder) i.e. the person whose tender has been accepted by National Health Mission and shall include his legal representatives and successors in interest.
- **L2**-It is a second level of 24 X 7 delivery points with facility of episiotomy and referral transportation to nearest higher hospital. This facility has skilled staff nurse and birth attendants
- **L3**- It is the third level of 24 X 7 delivery points with facility of CS, blood transfusion and referrals transportation facilities. There is specialist along with skilled staff nurse to provide care and services round the clock.
- Communication Package means complete set of signanges/hoardings/posters job aids, pamphlets and standees of RMNCH+A focussed and NHM UP approved communication materials for facility branding purpose
- **Agreement”** shall include the contents and provisions of this Agreement; of all Schedules hereto; of the terms contained in the Request for Proposal (RFP) as amended and clarified by Authority until the submission of the bid by the interested parties; the related agreements, inter-alia, including tender processing fees, Bank Guarantee, undertaking and other instruments furnished by the selected agency and the memorandums signed between selected agency and Authority from time to time in terms of this Agreement in regard to the Area of Operation and other matters, manner and method for execution and

implementation of the Project.

- “Applicable Laws” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in the State of Uttar Pradesh, including statutes, rules, regulations, directions, bye-laws, notifications, ordinances and judgments having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.
- “Applicable Permits” means any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any Government Authority required in connection with the Project and for undertaking, performing or discharging the obligations contemplated by this Agreement
- “Area of Operation” shall mean the 75 districts of Uttar Pradesh as mentioned in this agreement and any additional district or carved out of existing district or future requirement as directed by the Authority.
- Zone : as for this RFP Uttar Pradesh has been divided into 5 zones A,B,C,D & E hence 1 agency bidding is allowed to work in 2 zones only.
- “Beneficiary” or “Beneficiaries” shall mean the general population in the unserved and under-served areas as covered under the facility branding project
- “State” shall mean the State of Uttar Pradesh.
- “SPV” shall mean a Company incorporated under the Companies Act, 1956 exclusively for the purpose of executing the Project as per terms and conditions of this Agreement.
- Words referring to a “person” shall be construed as a reference to any individual, firm, company, corporation, society, trust, or any association
- the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement
- the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases
- any reference to any period of time shall mean a reference to that according to Indian Standard Time
- Any reference to day shall mean a reference to a calendar day
- Any reference to month shall mean a reference to a calendar month as per

the Gregorian calendar

- References to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Uttar Pradesh are generally open for business
- Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates; Provided that if the last day of any period computed under this
- Agreement is not a business day, then the period shall run until the end of the next business day
- The words importing singular shall include plural and vice versa
- References to any gender shall include the other and the neutral gender
- Lakh” means a hundred thousand (100,000) and “crore” means ten million (10,000,000)
- references to the “winding-up”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors
- Provided that this sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever
- Any agreement, consent, approval, authorization, notice communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise
- The Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement
- Time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence

#### **5.1 Liquidated Damages**

- If the contractor/ bidder fails to perform the services within the time periods specified in the contract (In case of delay for any reason other than

due to Force Majeure conditions or any extension thereof granted to him by National Health Mission) the “National Health Mission” shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, If the bidder fails to commission the project within specified time, Liquidated Damages on per day basis calculated for the Performance Security on a 6 months period would be deducted from the Performance security amount deposited with National Health Mission . After 6 months the total performance/security bank guarantee may be forfeited /invoked. After that the “National Health Mission” may consider termination of the contract. In the case of violation of contract, National Health Mission shall also have the power to debar/blacklist the contractor/ bidder in similar circumstances.

- The contractor/ bidder shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions if any, of the organization, in whose premises the work has to be done. “National Health Mission” shall have no liability in this regard.

## **5.2 Force Majeure**

Notwithstanding the provisions of clauses contained in this deed; the contractor/ bidder shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances.

- For purpose of this clause, "Force majeure" means an event beyond the control of the contractor/bidder and not involving the contractor/ bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes
- However, If a force majeure situation arises, the contractor/ bidder shall immediately notify the “National Health Mission” in writing. The decision of the competent authority of National Health Mission in the above conditions shall be final.
- The High court of Judicature at Allahabad and Courts subordinate thereto, at Lucknow, shall alone have jurisdictions to the exclusion of all other courts.

- The contractor/ bidder shall not, without the consent in writing of “National Health Mission”, transfer, assign or sublet the work under the contract or any substantial part thereof to any other party.
- “National Health Mission” shall have at all reasonable time access to the works being carried out by the contractor/ bidder under the contract. All the work shall be carried out by the contractor/bidder to the satisfaction of “National Health Mission”.
- If any question, dispute or difference what so ever shall arises between “National Health Mission” and the contractor/ bidder, in the connection with the agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary/Secretary of the Uttar Pradesh or a person nominated by him not below the rank of Secretary. This reference shall be governed by the Indian Arbitration and Conciliation Act 1996, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the “National Health Mission” or the arbitrator directs otherwise
- “National Health Mission” may at any time by notice in writing to the contractor/ bidder either stops the work all together or reduces or cut it down. If the work is stopped all together, the contractor/bidder will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by “National Health Mission”, whose decision shall be final and bidding on the contractor/ bidder.
- If the work is cut down the contractor/ bidder will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

### **5.3 Monitoring**

- This is going to be monitored at 3 levels of implementation.
- The bidders will provide implementation plan with time line. They will be monitored by that given action plan at State level during procurement, transportation and installation

- At district level monitoring will be carried out by DPMs/CMOs, ACOMO/DIO and DCPMs as per the given check list.
- At facility level by concerned authority as per the NHM monitoring guide line.
- Apart from this development partners, GMIEC and team, UNICEF , Staff from SPMU will also make visit to the site for onsite monitoring of activities.
- The agreement shall be on turn-key basis for Printing, Supply and Installation of all IEC material as mentioned in the table (in the Scope of work grid).The work shall be completed within (6) six months from the date of placement of work order. However “National Health Mission” may in case of urgency ask the bidder to complete the work earlier, with the mutual consent of the contractor/ bidder.
- In case the contractor/ bidder fails to execute the said work within stipulated time, “National Health Mission” will be at liberty to get the work executed from the open market without calling any tender and without any notice to the contractor/ bidder, at the risk and cost of the contractor/ bidder. Any additional cost incurred by “National Health Mission” shall be recovered from the contractor/ bidder. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor/ bidder, and the contractor/ bidder fails to make good the additional cost, “National Health Mission” may recover it from the contractor/ bidders’ pending claims against any work in “National Health Mission” or in any lawful manner.
- That on the request of the contractor/ bidder and also in the interest of the organization the “National Health Mission” is authorized to extend the validity of the agreement, subject to that the request of the contractor/ bidder is received before the expiry of the agreement period, or any extended period granted to the contractor/ bidder. Maximum period of extension shall be 2months on the same terms and conditions as contained in this agreement.
- The agreement shall be deemed to be extended till the date of completion of project subject to the completion period
- It will be the sole responsibility of the contractor/ bidder, to execute work order placed as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the tender document and as per agreement.

#### **5.4 Warranty**

The Contractor/ Bidder shall be solely responsible for commencement to completion of the work. It shall be responsible for any loss or damage happens at the work place or during the printing/installation of the material

- The Contractor/ Bidder shall warranty that the quality of the printing work completed is as per the standard issued by the National Health Mission
- The replacement of the defective component at the cost of Contractor/ Bidder shall be made with similar and/or equivalent make.

#### **5.5 Patent Right And Royalties.**

The Contractor/ bidder shall indemnify the “National Health Mission” against all third party claims of Infringement of patent, royalty's trademark or industrial design rights arising from use to the goods or any part there of

#### **5.6 Packing Forwarding**

- The Contractor shall be responsible for securely protecting the printed material which will further go for installations at the various government health facilities as per prescribed standards in force to withstand the journey and ensuring safety of materials and also arrival of materials at destination in original condition.
- Any kind of necessary certificates/Approvals which may be required for work completion if so required shall be arranged by the Contractor on the time.

#### **5.7 Demurrage Wharfage, Etc**

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor/ bidder.

#### **5.8 Insurance**

- During the Contract period all insurance related expenses shall be borne by the Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Contractor shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor.



- The Contractor shall arrange to supply/rectify/recover the materials even if the claim is unsettled for timely completion of the Project. The final financial settlement with the insurance company shall be rested upon the Contractor.
- Insurance as applicable during operation of Project for covering risk against any mishap to its workmen.
- The National Health Mission or the User (L2 and L3 level health hospital) for any such loss or mishap. All other insurance like, Contractor All Risk, Erection All Risk, insurance against theft and acts of GOD, as required for the construction and O&M of the plant and to indemnify the National Health Mission/equipment/ material and resources shall be borne by the contractor. Fire insurance is to be arranged by the Contractor.

### **5.9 Transportation**

The contractor/ bidder is required under the contract to deliver and install the goods to the site. Transportation, storage, safety and security of the printed and supplied material, issuance of road permit etc. shall be the sole responsibility of the contractor/bidder.

### **5.10 Termination For Insolvency**

“National Health Mission” may at any time terminate the contract by giving written notice to the contractor/bidder without compensation to the contractor/ bidder, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the “National Health Mission”.

### **5.11 Termination For Convenience**

The “National Health Mission”, may by written notice sent to the contractor/ bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser’s convenience in the interest of “National Health Mission”.

### **5.12 Applicable Law**

The contractor/ bidder shall be interpreted in accordance with the laws of the purchaser’s country i.e. India. The station of “National Health Mission” Headquarter shall have exclusive jurisdiction in all matters arising under this contract.

### **5.13 Notice**

Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/ cable or Email and confirmed in writing to the address specified for that purpose in the special condition of contract.

#### **5.14 Taxes Duties And Insurance:**

- The levellised Tariff quoted should include all taxes, duties and Insurance expenditure, custom duty, excise duty, service tax, sales tax, C.S.T., local taxes, Trade Tax/VAT, Income Tax, Surcharge on income tax etc. if any.
- A contractor/ bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & service tax norms will be payable by the contractor/ bidder.
- If any new tax/duty is levied during the contract period the same will be borne by the contractor exclusively. TDS will be deducted from the payment of the contractor/ bidder as per the prevalent laws and rules of Government of India and Government of the Uttar Pradesh in this regard.

#### **5.15 Compliance With Labour Regulations:**

During continuance of the Contract, the Contractor and his sub contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State Government or Central Government or local authority and any other labor law (including rules), regulations, byelaws that may be passed or notification that may be issued by the local authority under any labour law in future either by the State Government or the Central Government.

#### **5.16 Statutory Responsibility**

a) The entire responsibility and risk relating towards the workforce working at the Site, and compliance of different statutory regulations like Workman Compensation Act, Employees' State Insurance Corporation (ESIC), Factory Act 1948, Contract Labour Regulation, and Abolition Act 1970, Shop and Establishment Act 1948, and other Statutory regulatory bodies shall solely lie with the Contractor/ Bidder(s).

b). The Contractor/ Bidder(s) shall also be solely responsible for payment of wages, provident fund, bonus, retrenchment compensation leave, etc. applicable as per various statutory regulations to their entire workforce,

c) The following Statutory Clearances shall be obtained by the / Bidder(s) wherever applicable:

i. All Supplies, accessories, materials, statutory requirements, should be as per the required and highlighted IEC standards.

ii Statutory requirements for working at the Site like labour registration, workman compensation policy, ESIC etc. to be complied with by the vendor before deployment of resources at the Site.

**5.17 Others:**

- It shall be the sole responsibility of the contractor/ bidder to get verified the quality & quantity of the supplied material at the site of delivery.
- The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of National Health Mission in writing.

**5.18 Post Commissioning Activities**

On completion of work, the contractor/ bidder shall submit all the documents related to the execution of contract

- - All the consent, clearance and approvals from the competent authorities (formats will be provided to the agency for the same)

-Detailed report to submitted Block wise, along with facility wise pre and post photographs (2 photographs each from different angles should be submitted by the selected agency from a digital camera)

(Signature of Bidder)  
With SEAL

## **APPENDIX-FORMATS FOR PROPOSAL SUBMISSION**

### **FORMAT 1 COVERING LETTER FOR PROPOSAL SUBMISSION**

**(On the Letter head of the Bidder or Lead Member in case of a Consortium)**

Mr/Ms \_\_\_\_\_  
Phone: Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

Subject: Selection of Agency for health facility branding of (L2) and (L3) Level hospitals in Uttar Pradesh

Dear Sir/Madam,

With reference to your RFP document dated \*\*\*\*\* I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as selected agency for the operation of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We certify that, we/ any of the Consortium Members or our/their associates have not been barred by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project.

6. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the RFP document.
7. I/ We believe that we/ our consortium satisfy(s) the Financial criteria and meet(s) the requirements as specified in the RFP document.
8. I/ We declare that we/ any member of the consortium, or our/ its associates are not a member of any other consortium submitting a Proposal for the Project.
9. I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any member of consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
13. I/ We understand that the Selected Bidder shall incorporate a Company under the Companies Act, 1956 (SPV) prior to execution of the Agreement.

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If the Bidder is not a consortium, the provisions applicable to Consortium may be omitted.

14. I/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 Authority in connection with

the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

15. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.
17. I/We offer a Bid Security of Rs. ....only to the Authority in accordance with the RFP Document.
18. The Bid Security in the form of a demand draft is attached.
19. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents.  
In no case, I/We shall have any claim or right of whatever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
21. I/We shall keep this offer valid for 180 (one hundred eighty days only) days from the Proposal Due Date specified in the RFP. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Proposal Validity Date, on the request of the Authority.
22. I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or in contract execution.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name & Designation of the Authorised signatory)

Name & Seal of Bidder/ Lead Member

**Format 2: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL (On Non –  
judicial stamp paper of Rs 100 duly attested by notary public)  
POWER OF ATTORNEY**

Know all men by these present, we \_\_\_(name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_R/o \_\_\_\_\_(name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, \_\_\_\_\_and \_\_\_\_\_(please state the name and address of the members of the consortium) for “facility branding project in the state of Uttar Pradesh” (the “**Project**”), including signing and submission of all documents and providing information / responses to National Health Mission, representing us in all matters in connection with our bid for the said Project.

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

This Power of Attorney shall be effective, binding, and operative till \_\_\_\_\_, if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

Accept \_\_\_\_\_(Signature)

(Name, Title and Address of the authorized representative)

For \_\_\_(Signature) (Name, Title and Address)

Notes:

1. To be executed by the single entity or the Lead Member in case of a consortium.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).
4. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

**FORMAT 3 POWER OF ATTORNEY FOR LEAD MEMBER OF  
CONSORTIUM POWER OF ATTORNEY**

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

Whereas the National health Mission , Government of Uttar Pradesh (the Authority) has invited bids from interested parties for “Facility Branding of L2 and L3 level hospitals in the State of Uttar Pradesh” for a specified Agreement Period.

Whereas, M/s \_\_\_\_\_, M/s \_\_\_\_\_, and M/s \_\_\_\_\_ and (the respective names of the members along with address of their registered offices) have formed a consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s \_\_\_\_\_, M/s \_\_\_\_\_, and M/s \_\_\_\_\_ (the respective names of the members along with address of their registered offices) do hereby designate M/s \_\_\_\_\_ (name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the consortium, to do on behalf of the consortium, all or any of the acts, deed or things necessary or incidental to the consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the consortium in all its dealings with the

Authority, or any person, in connection with Project until culmination of the process of bidding and thereafter till the Agreement is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

[Executant(s)]

(To be executed by all the members in the Consortium)

Note:-

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostile certificate

**FORMAT 4 AFFIDAVIT (To be furnished by the Bidder In case of consortium to be given separately by each member)**

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

1. I, the undersigned, do hereby certify that all the statements made in our

proposal are true and correct.

2. The undersigned hereby certifies that neither our Company/Society/Trust M/s.....nor any of its directors/President/Chairperson/Trustee have abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our Company/Society/Trust M/s\_\_\_nor any of its directors/President/Chairperson/Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
  - a) Our Company/Society/Trust ..... has not been punished for any offence and
  - b) The Director/President/Chairman/Trustee of our Company/Society/Trust.....have/has neither been convicted of any offence nor is/are any criminal case pending before any Competent Court.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by National Health Mission Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh,

\_\_\_\_\_  
Signed by an authorized Officer  
of the Company/Society/Trust  
\_\_\_\_\_

Title of Officer

Name of Company/Society/Trust

Date

**FORMAT 5 ANTI-COLLUSION CERTIFICATE**

(On the letter head of the single entity / each members of consortium)

**ANTI-COLLUSION CERTIFICATE**

I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.

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

Date this .....Day of .....201\_.  
Name of the Bidder.

Signature of the Authorised Representative  
Name of the Authorised Representative

**Note:**

**To be executed by the each member, in case of a Consortium**

**FORMAT 6 - PROJECT UNDERTAKING**

(On the Letter head of the single entity/ Lead Member)

**PROJECT UNDERTAKING**

To:

Date:

Mr/Ms

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Fax:

\_\_\_\_\_

**Sub: Facility branding of 1093 L2 and 193 L3 Public Health facilities in UP under Zone ....**

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by National Health Mission, Uttar Pradesh

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the RFP and the Agreement, a draft of which also forms a part of the RFP provided to us.

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

Name of the Bidder

Signature of the Authorized Representative

Name of the Authorized Representative

**Note: To be signed by the Authorized Representative of the Lead Member, in case of a consortium, authorized to submit the bid**

## FORMAT 7 -MEMORANDUM OF UNDERSTANDING (MOU)

(To be executed on a non-judicial stamp paper of Rs. 100/- duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this \_\_\_day of \_\_\_\_\_ 2016 at \_\_\_\_\_

Among \_\_\_(hereinafter referred as"\_\_\_\_") and having office at \_\_\_\_\_, India

Party of the First Part

**And**

(hereinafter referred as"\_\_\_\_") and having office at \_\_\_\_\_, India

Party of the Second Part

**And**

(hereinafter referred as"\_\_\_\_") and having office at \_\_\_\_\_, India

Party of the Third part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the National Health Mission, Government of Uttar Pradesh, has invited Qualified agencies for Facility branding of 1093 L2 and 193 L3 level Public hospitals.

AND WHEREAS the Parties have had discussions for formation of a consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall carry out all responsibilities as Operator in terms of the Agreement.
2. The Parties hereby undertake to perform the roles and responsibilities as described below:

- Party of the First Part shall be the Lead member of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the SPV shall become effective;
- Party of the Second Part shall be the
- Party of the Third Part shall be the

3. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
5. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:  
**First Party: Second Party:**
6. The Parties commit that that the Members, including the Lead Member, whose Technical Capacity and Financial Capacity is evaluated for the purposes of qualification under this RFP, The lead partner should share 60% of the cost value and the consortium members to have 20% percent each of the cost value in case of more than 2 members
7. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.
8. That this MoU shall be governed in accordance with the laws of India and courts in Lucknow shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

(Party of the first part)



(Signature) (Name)  
(Designation) (Address)

**Witness:**

(Party of the second part)

Note:

1. The mode of execution of the MoU should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Memorandum of Understanding (MoU) executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the MoU is being executed. However, the MoU executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Appostille certificate.

**FORMAT 8 - BOARD RESOLUTIONS FOR BIDDING ENTITIES**

**Format for Lead Member**

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with\_\_\_\_\_, \_\_\_\_\_and \_\_ (name and address of the consortium members) for joint submission of bids to National Health Mission for facility branding work in the state of Uttar Pradesh.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_(name),\_\_\_\_\_(designation) be and is hereby authorised to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favour of the Company as Lead Member .”

### **Format for Members**

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with\_\_\_\_\_, \_\_\_\_\_and \_\_\_\_\_name and address of the Consortium members) for NHM-UP for facility branding project

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_(name),\_\_\_\_\_(designation) be and is hereby authorised to enter into an MoU with the consortium members and execute a power of attorney in favour of \_\_\_to act as the Lead Member”

**FORMAT 9 -UNDERTAKING FOR INDIVIDUAL MEMBERS On the  
letter head of the Legal Entity**

**Format for Lead Member**

I/We hereby agree to join the consortium with \_\_, and me and address of the consortium members) for joint submission of bids National Health Mission

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the consortium partners.

I/We also authorise Mr. \_\_\_\_\_(name), \_\_\_\_(designation) to enter into an MoU with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favour of the Company as Lead Member .”

**Format for Members**

I/We \_\_\_\_ hereby agree to join the consortium with \_\_, \_\_\_\_ and \_\_\_\_ (name and address of the consortium members) for joint submission of bids to National Health Mission for the facility based branding work

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the consortium partners.

I/We also authorise Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) to enter into an MoU with the consortium members and execute a Power of Attorney in favour of \_\_\_\_\_ to act as the Lead Member”

Each member of the consortium will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the consortium, bidding for the Project and authorising a company official to sign the bidding documents / Power of Attorney to the Lead Member.

## FORMAT 10-DETAILS OF ELIGIBLE EXPERIENCE

The Bidder should provide the experience details of services provided at each location / State / country / undertaken. The experience of the single entity's associate or consortium member's associates (who are not members of the consortium) will also be considered.

Last 3 Assignments to be mentioned only and they should be of the year 2015-2016 \*\* please mention only those assignments whose project value exceeds 1 core and above.

In case the Bidder is a consortium, the above information should be provided for each member and their associate (for whom the experience is claimed).

In role of member specify whether single entity, or in case of consortium specify whether Lead Member or member.

Name of Project/ assignment		
Location: (country, state, districts):		
Total Project/assignment cost		
Duration of work		Profile of staff: Summary of key staff (degree /diploma/ certificates with specific reference to project and their individual roles and
Start Date:	Completion Date:	Name of associates, Consortium members (if any):
Details of government organization, funding organization or contracting agency		
Name of Senior staff (Project Director, Project Manager) involved and functions performed:		
Narrative description of project and the outcome:		
Brief description of actual services provided: Separate sheet may be attached for more information and assignment and projects		

**Instructions:**

- i. A separate sheet should be filled for work experiences
- ii. Role of Member would be single entity or in case of consortium would be Lead Member or member.
- iii. Project Cost should be provided. Date of successful completion / substantial completion should be provided.
- iv. Last 3 Financial year to be mentioned only and they should be of the year 2012-13, 2013-14 and 2014-15 please mention only those assignments whose project value exceeds 1 crore and above per year.

**FORMAT- 11 FINANCIAL CAPABILITY OF THE BIDDER/MEMBER (TO BE SUBMITTED FOR EACH MEMBER IN CASE OF CONSORTIUM)**

Name of Bidder/Member:.....

Role of Bidder/Member.....

Balance-Sheet (in Rs. Lacs)

S.No	In Rupee, at the end of concerned Financial Year	FY 1 2012-	FY 2 2013-	FY 3 2014-
	Gross Fixed Assets (A)			
	Accumulated Depreciation (B)			
	Net Fixed Asset C=(A-B)			
	Deferred Revenue Expenditure (D)			
	Current Assets (cash+ stock+ receivables)			
	Current Liabilities (over draft+ payables)			
	Deferred Liabilities (G)			
	NET ASSETS H = (C+D+E-F-G)			
	Paid up Equity (I)			
	Contributions (J)			
	Reserves (K)			
	Shareholders Fund L=(I+J+K)			

## Revenue-Expenditure Statement

(in Rs. Lacs)

S.No	In Rupee, at the end of concerned Financial Year	FY 1	FY 2	FY 3
1	Revenue / Income/ Gross Receipts (A)			
2	Operating Cost (B) = (C+D+E)			
3	Employees cost (C)			
4	Admin and General Cost (D)			
5	Other Costs (E)			
6	Depreciation (F)			
7	Interest (G)			
8	Provisions (H)			
9	Profit Before Tax I = (A-B-F-G-H)			
10	Tax Paid (J)			
11	Profit After Tax (I-J)			

Note:

1. This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor of the single entity or the consortium member.
2. The single entity or the consortium should provide the financial capability of its own / of the consortium members. Financial capability of the Bidder's / consortium members' Associates will also be considered for eligibility.
3. In Role of Member specify whether it is a single entity, Lead Member or member of the Consortium.
4. The Bidder along with consortium members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date.
5. Financial Year 1 (FY1) will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
6. The Bidder shall provide an Auditor's Certificate specifying the Revenue / Income/ Gross Receipts of the Bidder and its consortium

members and also specifying the methodology adopted for calculating the same.

2. The members, including the Lead Member, whose financial capacity is evaluated for the purposes of qualification under this RFP, shall hold at least 60% (sixty per cent) of the subscribed and paid up equity of the SPV for the entire term of Agreement other members to hold the remaining 20% each in case of 2 members apart from the lead member

3. If one lead member and 1 consortium member then the lead should have a share of 70% and the other member should have 30 % of share value

9. The Bidder shall attach the copies of the audited balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date of its Associate whose financial capacity has been claimed.

**FORMAT 13 FINANCIAL BID**

(On the letter head of the Bidder/ Lead Member)

To,  
National Health Mission  
Lucknow  
Uttar Pradesh

**Sub: Selection of Agency for health facility branding of 1093 L2 and 193 L3 level Govt. hospitals in Uttar Pradesh**

Ref e tender no:

Dear Sir/Madam,

Having gone through this RFP document and the draft Agreement and having fully understood the Terms and Conditions for the Project as set out in this RFP, we are pleased to inform that we would charge the following amount from the Government of Uttar Pradesh as the fee for carrying out the activities envisaged in this RFP document and draft Agreement for selection of Agency for health facility branding (L2) and (L3) level hospitals in Uttar Pradesh. The amount quoted below is inclusive of all taxes but exclusive of Service Tax.

Total Bid Amount = Rs..... (in  
79

words.....).

We are submitting below the lowest quotation for the above after understanding completely the technical specifications and other terms and conditions relating to time frame, quality explained to me by the project committee.

	<b>SPECIFICATIONS (FINANCIAL)</b>	<b>AGENCY'S RESPONSE</b>
1	Rates quoted will be inclusive of all taxes, duties, levies and other costs etc.	
2	TDS as applicable will deducted as per IT rules	
3	Payment will be through NEFT/RTGS.	
4	Payment will be released within 45 days after submission bill.	
5	Penalty clauses will apply as per the NHM policy, as per terms of the work order, the decision of NHM shall be final and binding in this regard.	

**IMPORTANT: The details will be as per the excel sheet as attached ,it contains facility wise and item wise cost and the same is compiled in Zone wise cost**

Name of the Bidder / Consortium  
Name & Signature of the Authorized Representative



**FORMAT 14-LETTER OF COMFORT AND UNDERTAKING FROM  
ASSOCIATE (On the letter head of the Associate)**

The Mission Director, SPMU, NRHM,  
Vishal Complex, 19-A, Vidhan Sabha Marg,  
Lucknow, Uttar Pradesh 226001,  
Uttar Pradesh

Dear Sir,

Sub: Facility Branding Project (NHM-UP)

Ref:

We have read and fully understood the terms and conditions of the Request For Proposal (RFP) dated ..... and Addenda/ Corrigendums thereto issued by you in connection with the facility branding project in the state of Uttar Pradesh

We are aware that ..... (Name of the Bidder) is an Bidder for the above Project and has claimed the support of our Technical Capacity / Financial Capacity to be eligible to bid for the same.

We hereby acknowledge and confirm that we are an Associate Company of..... (Name of the Bidder).

We understand that the word "Associate" in this context means, in relation to Bidder/ Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium member (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, by operation of law ).

We also understand that in the case of indirect shareholding, the intervening companies in the chain of ownership shall also be Associate but the shareholding in each such company should be

more than 50%.

We hereby acknowledge, confirm and undertake that we shall extend any and all necessary technical / financial support to ..... (Name of the Bidder) and shall, furthermore, be jointly and severally responsible for the fulfilment of any and all obligations of ..... (Name of the Bidder) towards its successful execution and operation of the Project, if awarded, including all obligations as may be incidental and consequential to the terms and conditions of the Agreement to be entered into amongst the Governor of Uttar Pradesh, ..... (Name of the Bidder) and the SPV to be formed by the Bidder as Operator. We further undertake to continue such technical / financial support till the satisfactory completion of all the obligations undertaken by ..... (Name of the Bidder). We also hereby undertake that throughout the period of the said Agreement, we shall not allow the inter se shareholding between us ..... (Name of the Bidder) to be changed in such a way that the Associate Relationship between the Bidder/ consortium member and us comes to an end.

Furthermore, we acknowledge and undertake that on any breach of the obligations undertaken, the fulfilment whereof is required from ..... (Name of the Bidder) under the said Agreement or from us as per this undertaking, in the course of the operation of the Project, we shall be responsible jointly and severally for the consequences of such breach and you shall have the right to take such action against us as you may deem fit.

Dated:

For and on behalf of ..... (Name of the Associate)

(Signature of the Authorized Signatory)

Enclosed: Necessary Resolution of the Board of Directors of the Associate Company, authorizing execution of this undertaking shall be provided

**FORMAT 15-Certificate from Statutory Auditor/ Company Secretary regarding Associate**

1. In the event that credit is being taken for the Eligible Experience of an Associate, as mentioned in Clause 2.3.2, the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate

Based on the authenticated record of .....(the Company/Applicant/ Consortium Member), this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (name of the Associate/ Applicant/Consortium Member ) is held, directly or indirectly<sup>£</sup>, by ..... (name of Applicant/Consortium Member/Associate). By virtue of the aforesaid share-holding, the former/ latter exercises control over the latter/ former, who is an Associate

**A brief description of the said equity held, directly or indirectly, is given below:**

{Describe the share-holding of the Applicant/ Consortium Member in the Associate or vice versa}

Name of the audit firm / Company Secretary: Seal of the audit firm:  
(Signature, name and designation of Date: the authorised signatory).

In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

In the case of indirect share-holding, the intervening companies in the chain of ownership shall also be Associates but, the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

2. it may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.

**Format 16 :Individual Certificate-Facility wise ( Material wise)**

Agency Name : Public Hospital Name: L2 or L3 (Pls tick)

Date: District: Block:

Code of the IEC Material:

Signature and remarks of the MOIC/ Superintendent:

Signature of the CMO :

**Pre**

**Post**

**Format 17: Action Plan to be developed and submitted by the Agency**

Activity	July				August				September				October				November			
	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4

All bidding agencies will have to submit a detailed Activity wise chart and the months will go beyond September 2016, they have to submit the same as part of their technical proposal.