

# **RFP for Implementation of Hospital Management System (HIS) in CHCs & PHCs of Gorakhpur Districts of Uttar Pradesh**

## **Part – I – Instructions to Bidders**

Date: \_\_\_\_\_

Tender Number: \_\_\_\_\_

**State Project Management Unit- National Health Mission (SPMU-NHM),  
Uttar Pradesh**

Vishal Complex, 19-A, Vidhan Sabha Marg,  
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## DATA SHEET

1	The name and objectives of the Project	<p><b>Name of the project: Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh.</b></p> <p><b>The objectives of this project are:</b></p> <ul style="list-style-type: none"><li>➤ Capture Health records from Birth to death</li><li>➤ Provide an effective communication to create awareness for better disease control</li><li>➤ Strengthen PHC by providing a electronic referral feature to specialized doctors</li><li>➤ As Healthcare systems are highly complex, fragmented and use multiple information technology system, forms that can be dynamically customized is imperative.</li><li>➤ Internet connectivity in rural Uttar Pradesh is a challenge and thus the system needs to work on an online – offline mode i.e., data entry should be possible even without internet connectivity</li><li>➤ Instant generation of standard and customizable reports in tabular or graphical form can produce useful data for monitoring the performance of the clinics and hospital and achieve better care.</li><li>➤ Maternal Mortality Rate (MMR) is a key indicator of Health performance of a state, so special emphasis has to be placed on this aspect, thus the application should capture relevant records and should provide a dashboard on various parameters connected to MMR for all applicable stake holders.</li><li>➤ SMS reminders can be set to warn about upcoming scheduled tasks like vaccinations (mother and child), therapies, etc.</li><li>➤ Disease prevention can be initiated by sending SMS alerts when communicable diseases are identified in real time.</li><li>➤ A quick and fast on-ground roll-out to deliver early results.</li><li>➤ Capture doctor attendance via biometric device implementation.</li><li>➤ Should complement the existing NRHM application with</li></ul>
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		<p>portability to data handshake and integration as applicable (HL7 communication compatible).</p> <ul style="list-style-type: none"> <li>➤ Should adhere to EHR standards finalized by MoHFW</li> <li>➤ Dynamically configurable forms for customized data capture.</li> </ul>
2	Required Proposals	<ol style="list-style-type: none"> <li>1. Qualification Bid (as per details in 2.10.2).</li> <li>2. Financial Bid (as per details in 2.10.3).</li> </ol>
3	Pre-Bid conference	A pre-bid conference is proposed on _____ at _____ am at _____
4	Queries for the Pre Bid Conference	The prospective Bidders shall submit their queries on or before 5 pm on _____.
5	Contact details for submission of pre-bid queries	<p>Dr.(Col.) Manoj Yadu, General Manager, MIS, SPMU-NHM, 'Vishal Complex', 19-A, Vidhan Sabha Marg, Lucknow - 226001 (Uttar Pradesh), INDIA</p> <p>Phone: ( 91 - 0522 ) 2237497, 2237498, 2237540</p> <p>Fax: (91 - 0522 ) 2237574. <b>Email id:</b> gmmisnrhm@gmail.com</p>
6	Language in which proposals should be submitted	English
7	Single currency for price conversion	Indian Rupee
8	Eligibility to bid	<ol style="list-style-type: none"> <li>1. The Bidder may be: <ol style="list-style-type: none"> <li>a. A sole Bidder in which case it has to be a Company registered under the Companies Act, 1956 in India OR</li> <li>b. A consortium of companies/not-for-profit/Section 25 companies/societies/trusts (maximum of 4 such entities) with the Lead Member of the Consortium being a Company registered under the Companies Act, 1956 in India.</li> </ol> </li> <li>2. The Bidder cannot be an individual or group of individuals.</li> <li>3. <b>Technical Capacity:</b> <ol style="list-style-type: none"> <li>a. <b><u>Manpower:</u></b> The Company in case of a Sole Bidder</li> </ol> </li> </ol>

		<p>or the Lead Member of the Consortium in case of a consortium bid should have at least 15 Technically Qualified Professionals on its permanent rolls engaged in delivery of Information Technology Services as on 1<sup>st</sup> April 2015.</p> <p>Technically Qualified Professionals is defined as Fulltime Staff on the payroll of the sole bidder or lead member in the case of consortium who hold engineering degrees (B.Tech./ B.E/ M.Tech/ MCA or equivalent graduate or post-graduate degrees in Information Technology/ computer science awarded by AICTE recognized universities) and who are engaged in delivery of IT services to clients/customers.</p> <p><b>b. <u>Local presence:</u></b> Either bidder (sole bidder or lead member in case of a consortium) should have an office in Lucknow, Uttar Pradesh on the date of submission of the bid or the bidder needs to open an office in Gorakhpur, Uttar Pradesh within 15 days from the date of issue of Letter of Intent and same must be communicated to the issuer for future correspondence.</p> <p><b>c. <u>Project Experience:</u></b> The sole bidder in case of sole bids or any consortium member in case of consortium bids should have completed IT based turnkey projects in India (involving Design/ Development/Implementation/Maintenance/Roll out of IT Systems) OR have IT based turnkey projects in India (involving Design/Development/ Implementation/ Maintenance/ Roll out of IT Systems) which are ongoing for a minimum duration of two (2) years from the date of issue of the project's purchase order as on date of publication of this RFP meeting any one of the following three criteria.</p>
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1. One project costing not less than INR 188 Lakhs
2. Two projects costing not less than INR 141 Lakhs each
3. Three projects costing not less than INR 94 Lakhs each

**4. Financial Capacity:**

- a. The bidder in case of sole bids should have an average annual turnover of at least INR 20 Crores for the previous three financial years (2012-13, 2013-14 and 2014-15)
- b. In case of a consortium, the average of annual total turnover of all members of the consortium taken together should be at least INR 20 Crores for the previous three financial years (2012-13, 2013-14 and 2014-15). This is explained further as stated in the table below.

Entity	FY12-13	FY13-14	FY14-15
Lead Member	X1	Y1	Z1
Member 1	X2	Y2	Z2
Member 2	X3	Y3	Z3
Member 3	X4	Y4	Z4
Total annual turnover	T1 = (X1+X2+X3+X4)	T2 = (Y1+Y2+Y3+Y4)	T3 = (Z1+Z2 +Z3 +Z4)
Average of Annual Total Turnover	ATT = (T1 + T2 + T3)/3 >=20 Crores		

- c. The bidder in case of sole bids should have a positive net worth (i.e., greater than zero) as on 1<sup>st</sup> April, 2015.
- d. In case of a consortium, the sum of net worth of the consortium members shall be considered and the same should be positive (i.e., greater than zero) as on 1<sup>st</sup> April, 2015.

**5. Blacklisting and conviction in criminal cases:** The bidder in case of sole bids and all consortium members in case of

		<p>consortium bids should not have been barred or blacklisted by the Government of India, Government of Uttar Pradesh or any State Government in India for breach of Contractual Conditions as on bid submission date. Also, the bidder in case of sole bids and all consortium members in case of consortium bids should not have been convicted/ charge-sheeted for any criminal case involving moral turpitude and/or any criminal case in respect to the nature of work involved in the contract with any of the State Government or Union Government. This is explained further in Clauses 2.3.6.1 and 2.3.6.2 of Part – 1: Instructions to Bidders of this RFP.</p>	
9	Agreement Period	1 (One) year	
10	Cost of Tender Document	Rs. 10,000/- (Rupees Ten Thousand Only) exclusive of any deductions for any applicable tax such as value added tax (VAT) by way of a crossed demand draft drawn in favor of ‘SPMU-NHM,UP’, payable on any scheduled bank in Lucknow.	
11	Earnest Money Deposit(EMD)	Rs. 4,75,000/- (Rupees Four Lakhs seventy five thousand only). The EMD shall be kept valid for 180 days from the date of submission of bids (the “Proposal Due Date”).	
12	Performance Security to be provided by the selected bidder	10% of the Bid Amount	
13	Proposals must remain valid for	The Bid shall be valid for a period of not less than 180 days from the “Proposal Due Date”.	
14	Address for Proposal submission	The Mission Director, State Project Management Unit- National Health Mission (SPMU-NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow - 226001 (Uttar Pradesh), INDIA	
15	Important dates	Notice inviting tender published in newspapers	_____
16		Issue of RFP to prospective bidders	_____ from _____
17		Last date for submission of Bid (the “Proposal Due Date”)	_____ by _____



18		Opening of sealed Bid documents	_____ at _____
19		Opening of sealed Financial Bid	_____
20		Issue of Letter of Intent (LOI)	Within _____ days of Opening of sealed Financial Bid
21		Signing of Agreement	Within _____ days of acceptance of LOI

## **DISCLAIMER**

The information contained in this Request for Proposal document (the “**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 Mission Director, **State Project Management Unit- National Health Mission (SPMU-NHM), 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 or tort, 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.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Private 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 or 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.

# 1 BACKGROUND INFORMATION

## 1.1 Background Information

- 1.1.1 National Health Mission, Uttar Pradesh (the “**Authority**” or “**NHM-UP**”) seeks to engage a Private Operator for Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh, and has decided to carry out the bidding process for selection of a Private Operator to whom the Project may be awarded.
- 1.1.2 This Request For Proposal (RFP) is for “Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh” (hereinafter referred to as “**Project**”) over a period of 12 (Twelve) months from the Commencement Date as specified in the Agreement (“**Agreement Period**”).
- 1.1.3 This RFP consists of THREE Parts as listed below and would include any Addenda issued in accordance with Clause 2.19 of this RFP.

PART I	Instructions to Bidders
PART II	Draft Agreement
PART III	Schedules to Draft Agreement

- 1.1.4 Interested parties may obtain the RFP document from Col. Manoj Yadu, General Manager, MIS, National Health Mission, Uttar Pradesh (NHM-UP), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow – 226001 (Uttar Pradesh), INDIA, on all working days between 10.00 am and 04.00 pm IST by written request clearly stating “Request for Proposal for Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh” and on submission of a non-refundable fee as specified in the Data Sheet exclusive of any deductions for any applicable tax such as value added tax (VAT) by way of a crossed demand draft drawn in favor of ‘National Rural Health Mission, Uttar Pradesh’, payable on any scheduled bank in Lucknow. The Authority will not be responsible for any delay, loss, or non-receipt of RFP document sent by post / courier.
- 1.1.5 The RFP document is also available on the website <http://www.upnrhm.gov.in>. Bidders, the one downloading the RFP document from the website, will be required to pay the non-refundable fee as specified in the Data Sheet exclusive of any deductions for any applicable tax such as value added tax (VAT), by way of a crossed Demand Draft drawn in favour of ‘National Health Mission, Uttar Pradesh’, payable on any scheduled bank in Lucknow, at the time of the submission

of the Proposal.

- 1.1.6 The purchaser of the RFP document must be the Bidder itself or a member of the consortium submitting the Proposal.
- 1.1.7 A single stage bidding process will be followed to decide the Selected Bidder. Bids will be evaluated in two steps. The evaluation process shall be as outlined in Section 3.
- 1.1.8 The Authority will enter into an Agreement with the Selected Bidder. Selected Bidder shall be confirming Party in the aforesaid Agreement. The draft of Agreement is provided in Part II of this RFP.
- 1.1.9 Further, all the parts of the Bid Proposal (PART 1: Qualification Bid, PART 2: Financial Bid) must be submitted in a hard bound form with all pages numbered serially and initialed by the Authorized Bid Signatory, along with an index of submissions.
  - 1.1.9.1 A non-rewritable CD-ROM containing soft copy of Part 1: Qualification Bid shall also be submitted along with the bid. The CD shall only contain the Qualification Bid. The bid will be rejected if the CD also contains the Financial Bid.
  - 1.1.9.2 The key figures quoted in the Financial Bid should be mentioned in words also. In the event of any deviation from any of the instructions mentioned herein have not been adhered to, the Authority may at its sole discretion reject the Proposal.
- 1.1.10 Bid submissions by Bidders must be done positively **by 11:00 AM** on Proposal Due Date in the manner specified in the RFP document at the address given in Clause 1.1.12 and the Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.
- 1.1.11 The key dates and other particulars relating to the RFP are given in the Data Sheet attached at the beginning of the RFP document. The Authority may at its sole discretion alter the schedule anytime during the process by giving due notice.
- 1.1.12 Address of Submission of Proposal:  
The Mission Director,  
National Health Mission, Uttar Pradesh (NHM-UP), State Project Management Unit, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow - 226001  
(Uttar Pradesh), INDIA

## 2 INSTRUCTIONS TO BIDDERS

### 2.1 General terms of Bidding

2.1.1 All Bidders are required to submit their Proposal in accordance with the terms set forth in this RFP.

2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect:

Provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under that Agreement.

2.1.3 The Authority reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.

### 2.2 Scope of Work

The scope of work for the Private Operator shall be as defined in Schedule 1 - Terms of Reference and Scope of Work and Schedule 2 - Detailed Functional and Technical requirement specifications of Part III of this RFP.

### 2.3 Eligibility to bid

2.3.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- (a) The Bidder may be a sole bidder in which case it has to be a Company registered under the Companies Act, 1956 in India or a consortium of companies/not-for-profit/Section 25 companies/societies/trusts (maximum of 4 such entities) with the Lead Member of the Consortium being a Company registered under the Companies Act, 1956 in India.
- (b) The Bidder cannot be an individual or group of individuals.
- (c) 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:

- (i) 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:

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof;

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.

For the purposes of this Clause 2.3.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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; and (bb) subject always to sub-clause (aa) above, 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;

Provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another applicant/bidder; or
- (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or



- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other applicant/bidder; or
- (v) such 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 other's information about, or to influence the Proposal of either or each other; or
- (vi) such 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 2.3.1, shall include each Member of such consortium.

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.

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%.

- (d) A Bidder shall be liable for disqualification and forfeiture of EMD 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.

**Explanation:** In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.3.1 shall include each member of such Consortium.

2.3.2 To be eligible for bidding under this RFP, an applicant/ bidder shall fulfill following conditions of eligibility and submit the proofs as specified for each condition of eligibility:

S. No.	Eligibility condition	Supporting documents to be submitted by the bidder
1	<p><b><u>Legal Entity and Statutory Registrations</u></b></p> <p>In case of Sole bids, the bidder:</p> <ol style="list-style-type: none"> <li>Should be a company registered in India under the Companies Act, 1956.</li> <li>Should have a valid Service Tax Registration.</li> <li>Should have a valid VAT registration and CST registration, if applicable.</li> </ol> <p>In case of consortium bids, the lead member of the consortium:</p> <ol style="list-style-type: none"> <li>Should be a company registered in India under the Companies Act, 1956.</li> <li>Should have a valid Service Tax Registration.</li> <li>Should have a valid VAT registration and CST registration, if applicable.</li> </ol>	<p>In case of Sole bids, the bidder shall submit:</p> <ol style="list-style-type: none"> <li>Company Registration Certificate</li> <li>Service Tax Registration certificate</li> <li>VAT registration certificate and CST registration certificate, if applicable</li> </ol> <p>In case of consortium bids, the lead member of the consortium shall submit:</p> <ol style="list-style-type: none"> <li>Company Registration Certificate</li> <li>Service Tax Registration certificate</li> <li>VAT registration certificate and CST registration certificate, if applicable</li> </ol>
2	<p><b><u>Turnover and Net Worth</u></b></p> <p>In case of sole bids, the bidder:</p> <ol style="list-style-type: none"> <li>Should have an average annual turnover of at least <b>INR 20 Crores</b> for the previous three financial years (2012-13, 2013-14 and 2014-15) Should have a positive net</li> </ol>	<p>In case of Sole bids, the bidder shall submit:</p> <ol style="list-style-type: none"> <li>Audited Balance Sheet for previous three financial years</li> <li>Audited Profit &amp; Loss Statement for previous</li> </ol>

S. No.	Eligibility condition	Supporting documents to be submitted by the bidder																												
	<p>worth as on 1<sup>st</sup> April, 2015.</p> <p>In case of consortium bids, the average of annual total turnover/receipts of all members put together of the consortium:</p> <p>a. Should be at least <b>INR 20 Crores</b> for the previous three financial years (2012-13, 2013-14 and 2014-15)</p> <table border="1" data-bbox="370 814 911 1556"> <thead> <tr> <th>Entity</th> <th>FY 12-13</th> <th>FY 13-14</th> <th>FY 14-15</th> </tr> </thead> <tbody> <tr> <td>Lead Member</td> <td>X1</td> <td>Y1</td> <td>Z1</td> </tr> <tr> <td>Member 1</td> <td>X2</td> <td>Y2</td> <td>Z2</td> </tr> <tr> <td>Member 2</td> <td>X3</td> <td>Y3</td> <td>Z3</td> </tr> <tr> <td>Member 3</td> <td>X4</td> <td>Y4</td> <td>Z4</td> </tr> <tr> <td>Total annual turnover</td> <td>T1 = (X1+X2+ X3+X4)</td> <td>T2 = (Y1+Y2+ Y3+Y4)</td> <td>T3 = (Z1+Z2 +Z3 +Z4)</td> </tr> <tr> <td>Average of Annual Total Turnover</td> <td colspan="3">ATT = (T1 + T2 + T3)/3 &gt;=INR 20 Crores</td> </tr> </tbody> </table> <p>b. The sum of net worth of all the members of the consortium shall be considered and the same should be positive (i.e., greater than zero) as on 1<sup>st</sup> April 2015.</p>	Entity	FY 12-13	FY 13-14	FY 14-15	Lead Member	X1	Y1	Z1	Member 1	X2	Y2	Z2	Member 2	X3	Y3	Z3	Member 3	X4	Y4	Z4	Total annual turnover	T1 = (X1+X2+ X3+X4)	T2 = (Y1+Y2+ Y3+Y4)	T3 = (Z1+Z2 +Z3 +Z4)	Average of Annual Total Turnover	ATT = (T1 + T2 + T3)/3 >=INR 20 Crores			<p>three financial years.</p> <ol style="list-style-type: none"> <li>3. Certificate from statutory auditor/CFO of each member of the consortium stating the net worth of the member or Certificate from Chartered Accountant will be accepted only if financial statements/Account statements are already certified by statutory auditors.</li> <li>4. In case Audited Statement for FY 2014-15 is not available, than provisional relevant figures shall be submitted.</li> </ol> <p>In case of consortium bids, the consortium shall submit:</p> <ol style="list-style-type: none"> <li>1. Audited financial statements for last three years for all members of the consortium.</li> <li>2. Certificate from statutory auditor/CFO of each member of the consortium stating the net worth of the member or Certificate from Chartered Accountant will be accepted only if financial statements/Account statements are already certified by statutory auditors.</li> <li>3. In case Audited Statement for FY 2014-15 is not available, than provisional relevant figures shall be</li> </ol>
Entity	FY 12-13	FY 13-14	FY 14-15																											
Lead Member	X1	Y1	Z1																											
Member 1	X2	Y2	Z2																											
Member 2	X3	Y3	Z3																											
Member 3	X4	Y4	Z4																											
Total annual turnover	T1 = (X1+X2+ X3+X4)	T2 = (Y1+Y2+ Y3+Y4)	T3 = (Z1+Z2 +Z3 +Z4)																											
Average of Annual Total Turnover	ATT = (T1 + T2 + T3)/3 >=INR 20 Crores																													

S. No.	Eligibility condition	Supporting documents to be submitted by the bidder
3	<p><b><u>Manpower</u></b>  The Company in case of a Sole Bidder or the Lead Member of the Consortium in case of a consortium bid should have at least 15 Technically Qualified Professionals on its permanent rolls engaged in delivery of Information Technology Services as on 1<sup>st</sup> April 2014.</p> <p>Technically Qualified Professionals is defined as Fulltime Staff on the payroll of the sole bidder or lead member in the case of consortium who hold engineering degrees (B.Tech. / B.E/ M.Tech/MCA or equivalent graduate or post-graduate degrees in Information Technology/computer science awarded by AICTE recognized universities) and who are engaged in delivery of IT services to clients/customers.</p>	<p>submitted.</p> <p>a. Self-certification from the bidder signed by Authorized Bid Signatory in case of sole bids.  b. Self-certification from the lead member of the consortium signed by Authorized Bid Signatory in case of consortium bids.</p>
4	<p><b><u>Local presence</u></b>  Either bidder (sole bidder or lead member in case of a consortium) should have an office in Gorakhpur, Uttar Pradesh on the date of submission of the bid or the bidder needs to open an office in Gorakhpur within 15 days from the date of issue of Letter of Intent and same must be communicated to the issuer for future correspondence.</p>	<p>In case of sole bids,  a. Self-declaration duly signed by the authorized bid signatory specifying the local address.  b. In case an office is not present locally, an undertaking to open a local office should be furnished on the letterhead of the Company.</p> <p>In case of consortium bids,  a. Self-declaration duly signed by the authorized bid signatory of the Lead Member of the Consortium specifying the</p>

S. No.	Eligibility condition	Supporting documents to be submitted by the bidder
		<p>local address.</p> <p>b. In case an office is not present locally, an undertaking to open a local office should be furnished on the letterhead of the Lead Member of the Consortium.</p>
5	<p><b><u>Blacklist</u></b></p> <p>The bidder in case of sole bids and all consortium members in case of consortium bids should not have been barred or blacklisted by the Government of India, Government of Uttar Pradesh or any State Government in India for breach of Contractual Conditions as on bid submission date. Also, the bidder in case of sole bids and all consortium members in case of consortium bids should not have been convicted/charge-sheeted for any criminal case involving moral turpitude and/or any criminal case in respect to the nature of work involved in the contract with any of the State Government or Union Government. This is explained further in Clauses 2.3.6.1 and 2.3.6.2 of Part – 1: Instructions to Bidders of this RFP.</p>	<p>The Bidder or each member of the Consortium, as the case may be, shall have to submit an affidavit to this effect as per FORMAT 4 as part of the Qualification Proposal.</p>
6	<p><b><u>Project Experience</u></b></p> <p>The sole bidder in case of sole bids or any consortium member in case of consortium bids should have completed IT based turnkey projects in India (involving Design/Development/ Implementation/ Maintenance/ Roll out of IT Systems) OR have IT based turnkey projects in India (involving Design/Development/ Implementation/ Maintenance/ Roll out of</p>	<p>Bidder should submit of the following:</p> <p>a. Project Completion Certificate from the client or Certificate of Satisfactory Services from the client</p> <p>b. the PO/Work Order issued by the client</p>

S. No.	Eligibility condition	Supporting documents to be submitted by the bidder
	<p>IT Systems) which are ongoing for a minimum duration of two (2) years from the date of issue of purchase order of the project as on date of publication of this RFP meeting any one of the following three criteria.</p> <ol style="list-style-type: none"> <li>1. One project costing not less than INR 188 Lakhs</li> <li>2. Two projects costing not less than INR 141 Lakhs each</li> <li>3. Three projects costing not less than INR 94 Lakhs each</li> </ol>	

2.3.3 The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in Proposal.

2.3.4 The Bidder should submit a Power of Attorney as per the format at FORMAT 2, authorizing the signatory of the Proposal to commit the Bidder. In the case of a consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at FORMAT 3.

2.3.5 In case the Bidder is a Consortium, it shall, comply with the following requirements:

- (a) Number of members in a Consortium shall not exceed 4 (four) members;
- (b) subject to the provisions of sub-clause (a) above, the bid should contain the information required for each member of the Consortium;
- (c) members of the consortium shall nominate one member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format at FORMAT 3, signed by all the other members of the Consortium;
- (d) the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium

submitting a bid for the Project.

- (f) members of the Consortium shall enter into a binding Memorandum of Understanding, in the form specified at FORMAT 7 (the “**MoU**”), for the purpose of submitting a bid. The MoU, to be submitted along with the Bid, shall, inter alia:
  - (i) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (ii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Selected Bidder in relation to the Project until the term of the Agreement in accordance with the provisions of Agreement; and
- (g) except as provided under this RFP, there shall not be any amendment to the MoU without the prior written consent of the Authority.

2.3.6.1 Any entity which has been barred/blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the entity would not be eligible to submit the Proposal, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect as per FORMAT 4 as part of the Qualification Proposal.

2.3.6.2 Any Entity which has been punished for any offence or the Director/President/Chairperson/Trustee of the that entity is convicted for any offence or against whom any criminal case involving moral turpitude and/or any criminal case in respect to the nature of work involved in the contract with any of the State Government or Union Government is/are pending before competent court, shall not be eligible to submit the proposal. The Bidder or each member of Consortium (if Consortium is Bidder), as the case may be, shall have to submit an affidavit to this effect as per Format 4 as part of the Qualification Proposal.

2.3.7 In computing the Technical Capacity and Financial Capacity of the Bidder/consortium members under Clauses 2.3.2, the Technical Capacity and Financial Capacity of their respective Associates will also be considered, provided the Bidder / Consortium member furnishes along with the bid a Letter of Comfort and Undertaking from such Associate as per the format at FORMAT 14 and Certificate from Statutory Auditor as per FORMAT 15, along with certified copy of the Board resolution of the Associate authorizing execution of the Letter of Comfort and Undertaking.

For purposes of this RFP, Associate means, in relation to the applicant/bidder / consortium member, a person who controls, is controlled by, or is under the

common control with such applicant/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.

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%.

2.3.8 With respect to companies with foreign equity holding, the following provisions shall apply:

- (a) Where, on the date of the bid, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the bid, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Qualification of such Bidder or in the event described in sub-clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the bidding process.



2.3.9 Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall provide provisional information and certification corresponding for such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, Financial Year shall, for the purposes of this bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## **2.4 Sub-contracting**

The Bidder is allowed the option to sub-contract the following areas of work.

- a. Telecom services related requirements to telecom service providers
- b. Hosting services related requirements to cloud/data center service providers

However, each of the sub-contractor(s) is required to be named in the bid in **FORMAT - 10** along with the detailed scope of work except for the Telecom service provider [2.4 1(a)] above. The bidder shall not be permitted to change the sub-contractors thus named in the bid or their scope of work during the course of the contract.

- i. Name of the sub-contractor (in case of non-individuals sub-contractor's information regarding registration under Companies Act, 1956 shall also be provided).
- ii. Sub-contracted entities can be individuals or entities registered under the Companies Act, 1956.
- iii. In case of entities registered under the Companies Act, 1956 documentary evidence of their registration in India should be submitted as attachments to Format – 10.
- iv. The Private Operator is permitted to choose the Telecom service provider after Private Operator has been awarded the project. Private Operator may sub-contract one or more Telecom service providers to ensure adequate coverage in a district. However, if the Private Operator during the course of the projects wishes to change the Telecom service provider, then Private Operator needs to submit the request in writing to MD, NHM-UP.

## **2.5 Number of Bids and costs thereof**

2.5.1 No Bidder (i.e., sole bidder in case of individual bids and lead member in case of consortium bids) shall submit more than one Bid for the Project. A Bidder applying individually or as a Lead member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any other consortium, as the case may be.

2.5.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid process. The Authority shall not be

responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

## **2.6 Site visit and verification of information**

2.6.1 The Bidders are encouraged to submit their respective bids after visiting the State of Uttar Pradesh (hereinafter referred to as “State”) and ascertaining for themselves of the health profile and health facilities in the State, applicable laws and regulations, and any other matter considered relevant by them.

2.6.2 The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the proposal to comply with the requirements of RFP will be at the Bidders’ own risk and make the bid non-responsive.

## **2.7 Acknowledgement by Bidder**

2.7.1 It shall be deemed that by submitting the bid, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under;
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Private Operator;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof

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

## **2.8 Right to accept or reject any or all bids**

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.
- 2.8.2 The Authority reserves the right to reject any bid if:
- (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 2.8.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Private Operator either by issue of the LOI or entering into of the Agreement, and if the Bidder/Consortium has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the bidding documents, the Agreement or under applicable law.
- 2.8.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## **2.9 Contents of the RFP**

- Data Sheet
- Disclaimer

- Request for Proposal
- Instructions to Bidders
- Evaluation Process
- Fraud and Corrupt Practices
- Pre-Bid Conference
- Miscellaneous
- Formats for Proposal
- Draft Agreement along with Schedules

**2.10 Preparation and Submission of Bids**

2.10.1 The Proposal in response to the RFP should be in English and is to be submitted in two (2) parts:

- PART 1: Qualification Bid
- PART 2: Financial Bid

**2.10.2 PART 1: Qualification Bid**

- i. The Bidder is expected to provide details of its statutory registrations as per FORMAT 10 and furnish documents to support its claim.
- ii. Details of all information related to project experience relevant to eligibility criteria describing the nature of work, name and address of client, date of award of assignment, size of the project should be submitted as per FORMAT 11.
- iii. The Bidder should submit details of financial capability against the eligibility criteria specified for the last three (3) financial years (i.e. FY 2012-13, 2013-2014 and 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.
- iv. The additional information to be provided, in case of Consortium, is mentioned in Clause 2.12.
- v. The checklist for information and documents to be submitted (in prescribed formats) for the Qualification Bid is provided in the table below:

<b>INFORMATION TO BE PROVIDED</b>	<b>FORMAT NUMBER</b>
COVERING LETTER FOR PROPOSAL SUBMISSION	FORMAT 1

<b>INFORMATION TO BE PROVIDED</b>	<b>FORMAT NUMBER</b>
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) OF CONSORTIUM MEMBERS, IF APPLICABLE	FORMAT 7
BOARD RESOLUTION FOR BIDDING ENTITIES (IF APPLICABLE)	FORMAT 8
UNDERTAKING FOR INDIVIDUAL MEMBERS (IF APPLICABLE)	FORMAT 9
INFORMATION REGARDING BIDDER (DETAILS OF CONSORTIUM MEMBERS / SUB-CONTRACTOR(S) TO BE SPECIFIED ONLY IF APPLICABLE)	FORMAT 10
DETAILS OF PROJECT EXPERIENCE AGAINST ELIBILITY CRITERIA AND EVALUATION CRITERIA	FORMAT 11
FINANCIAL CAPABILITY OF THE BIDDER/MEMBER (TO BE SUBMITTED FOR EACH MEMBER IN CASE OF CONSORTIUM WHERE APPLICABLE)	FORMAT 12
LETTER OF COMFORT AND UNDERTAKING FROM ASSOCIATE, IF APPLICABLE (ON THE LETTER HEAD OF THE ASSOCIATE)	FORMAT 14
CERTIFICATE FROM STATUTORY AUDITOR/ COMPANY SECRETARY REGARDING ASSOCIATE (IF APPLICABLE)	FORMAT 15
CERTIFICATE REGARDING TECHNICAL MANPOWER STRENGTH AGAINST ELIGIBILITY CRITERIA	FORMAT 16
CERTIFICATE REGARDING NETWORTH OF THE ENTITY AGAINST ELIGIBILITY CRITERIA	FORMAT 17
INSTRUCTIONS TO BIDDERS, COPY OF DRAFT AGREEMENT ALONG WITH SCHEDULES INITIALED BY THE BIDDER	RFP PART I, RFP PART II and RFP PART III
<b>COMPLIANCE MATRIX</b>	<b>FORMAT 18</b>
<b>TECHNICAL PROPOSAL FORMS</b>	<b>FORMAT 19</b>
<b>FORMAT FOR CV OF KEY PROFILES</b>	<b>FORMAT 20</b>

INFORMATION TO BE PROVIDED	FORMAT NUMBER
FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT FOR THE PRESCRIBED AMOUNT	FORMAT 21

**2.10.3 PART 2: Financial Bid**

The Bidder should quote a lump sum amount (“bid amount”) for undertaking the aforesaid Project across the State in accordance with this Bidding Documents and the Agreement. The Financial Bid should be submitted as per FORMAT 13 and FORMAT 13-A.

**2.11 Preparation and Submission of Proposals**

2.11.1 All Proposals submitted must be duly signed in blue ink and stamped by the Authorized representative of the Bidder.

2.11.2 The Bidder should submit a Power of Attorney as per FORMAT 2, authorizing the signatory of the Bid 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 Clause 2.12 of this RFP PART I.

2.11.3 The Proposal along with the copy of instruction to Bidders as Part I, Agreement as Part II and Schedules as Part III mentioned at Clause 1.1.3 above shall be signed and each page of the said documents shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.

2.11.4 An Affidavit as per FORMAT 4 should be submitted along with the Proposal.

2.11.5 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.

2.11.6 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 Sole Bidder as the case may be as per FORMAT 6.

2.11.7 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.

2.11.8 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.

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

2.12.1 Consortium should comply with the following requirements:

- (a) 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;
- (b) The Proposal should include a description of the roles and responsibilities of each of its Members;
- (c) Members of the Consortium shall nominate one member as the Lead Member.
- (d) The Lead Member will be nominated by the members of the Consortium through a power of attorney as per FORMAT 3.
- (e) 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.
- (f) All the Power of Attorney shall be furnished on a non-judicial stamp paper of Rs.100/- and duly attested by a notary public.
- (g) A Bidder applying as a single entity cannot at the same time be a member of a Consortium applying for this Project.

2.12.2 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.

- 2.12.3 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.
- 2.12.4 The Proposal shall be accompanied by the undertaking on the letter head of Lead Member (in case of Consortium) or Sole Bidder as the case may be as per FORMAT 6.
- 2.12.5 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.

### **2.13 Earnest Money Deposit**

- 2.13.1 The Bidder is required to deposit, along with its bid, an Earnest Money Deposit (EMD) of Rs. 4,75,000/- (Rupees Four Lakhs seventy five thousand only) (the “**Earnest Money Deposit**”), refundable not later than 270 (two hundred seventy) days from the Proposal Due Date, except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security.
- 2.13.2 The EMD should be in the form of Bank Guarantee as per FORMAT 21 from any Scheduled Commercial Bank with validity of 180 (one hundred and eighty) days.
- 2.13.3 The EMD 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:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (b) If a 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;
  - (c) In the case of the Selected Bidder, if it fails within the specified time limit -
    - (i) to sign and return the duplicate copy of LOI;
    - (ii) to sign the Agreement; or
    - (iii) to furnish the Performance Security within the period of 30 (Thirty) days from the date of issue of LOI; or
  - (d) As per the relevant provisions of this RFP and Agreement.



## **2.14 Sealing and Signing of Proposal**

- 2.14.1 The Bidder shall submit one original and two copies of Qualification Bid in the format as provided in clause 2.10.2. The Bidder should also submit these documents in electronic form on a non-rewritable CD-ROM and seal it in an envelope and mark the envelope as “PART 1: Qualification Bid for Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh”. Only the Qualification Bid shall be submitted on the CD.
- 2.14.2 The envelope shall contain all the FORMATS provided in clause 2.10.2 along with supporting documents.
- 2.14.3 The Bidder shall submit and mark one original copy of Financial Bid in the prescribed FORMAT 13 and FORMAT 13-A in a separate sealed envelope. The envelope containing Financial Bid shall clearly bear the following identification. “Part 2: Financial Bid for Private Operator for Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh”.
- 2.14.4 The Bidder shall submit the EMD in a sealed envelope and mark the envelope as “Part 3: Earnest Money Deposit”.
- 2.14.5 The three envelopes specified in Clauses 2.14.1, 2.14.2, 2.14.3 and 2.14.4 shall be placed in an outer envelope, which shall be sealed and marked as “Proposal for Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh”.
- 2.14.6 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.
- 2.14.7 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.
- 2.14.8 The pages of each part of the Proposal shall be clearly numbered, indexed and stamped with the seal of the Bidder.
- 2.14.9 All documents should be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) (loose form, etc. will be not accepted), either singularly or with several documents

bound together. The Proposal should not include any loose papers.

- 2.14.10 The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 2.14.11 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.
- 2.14.12 Each envelope shall be addressed to:  
The Mission Director,  
National Health Mission, Uttar Pradesh (NHM-UP), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow - 226001 (Uttar Pradesh), INDIA
- 2.14.13 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.

## **2.15 Proposal Due Date and Time**

- 2.15.1 Proposal should be submitted **positively by 11.00 am Indian** Standard Time (IST) on the **“Proposal Due Date”**, as stated in the Data Sheet, at the address given in Clause 2.14.12 in the manner and form as detailed in this RFP. Proposals submitted in any other manner will not be accepted.
- 2.15.2 The Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.19 uniformly for all bidders.

All such addendum shall be released on NHM-UP's website as provided in the Data Sheet 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.

## **2.16 Late Proposals**

- 2.16.1 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.

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

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

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

2.18.1 A prospective Bidder requiring any clarification on the RFP documents may submit their queries and suggestions prior to the last date for receiving queries as specified in “Data Sheet”. The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to.

S. No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any

2.18.2 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.

2.18.3 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 NHM-UP’s website.

2.18.4 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.**

2.18.5 All correspondence/ enquiries should be submitted to the following in writing by fax/ post/email courier to: The Mission Director, National Health Mission, Uttar Pradesh (NHM-UP), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow - 226001 (Uttar Pradesh), INDIA. Email: **mdupnrhm@gmail.com**, Fax Numbers: **(91 - 0522) 2237574**

2.18.6 No interpretation, revision, or other communication from the Authority regarding this solicitation is valid unless in writing and signed by **Mission Director, National Health Mission, Uttar Pradesh (NHM-UP).**

## **2.19 Amendment of RFP**

- 2.19.1 The Authority may modify the RFP by issuing an Addendum before the Proposal Due Date.
- 2.19.2 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 NHM-UP's website.
- 2.19.3 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.

## **2.20 Proposal Validity period**

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

## **2.21 Extension of Proposal Validity period**

- 2.21.1 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 period 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.
- 2.21.2 The Proposal Validity period of the Selected Bidder shall be automatically extended till the date on which the Agreement is signed.

## **2.22 Right to Accept or Reject Proposal**

- 2.22.1 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.
- 2.22.2 The Authority reserves the right to reject any Proposal if:
  - (a) At any time, a material misrepresentation is made or uncovered by/from a Bidder or any of its members (in case of Consortium).
  - (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to disqualification of the Bidder / Member for all the Projects wherein the Bidder (either as Sole Bidder 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.

2.22.3 The Authority will issue a Letter of Intent (LOI) to the Selected Bidder for the Project.

## **2.23 Confidentiality**

2.23.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. 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 divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

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

2.24.1 The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder.

2.24.2 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 take necessary steps to ensure execution of the Agreement between the selected bidder and the Authority within 30 (thirty) days of acceptance of LOI.

2.24.3 Stamp duty, if any, payable on the Agreement will be borne by the selected bidder.

2.24.4 The selected bidder shall be required to execute the Agreement with Schedules. 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 3 business days before the Proposal Due Date, without any reservation or condition.

2.24.5 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 EMD submitted by the Selected Bidder shall be forfeited.

2.24.6 The Authority will notify the Bidders whose Proposals have been unsuccessful.

## **2.25 Performance Security**

2.25.1 The selected bidder 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 'Mission Director, National Health Mission' of value equal to 10% of the Bid Amount ("Performance Security"). The selected 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.

2.25.2 Till such time the selected bidder provides to Authority the Performance Security, the EMD 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 EMD of the Selected Bidder shall be returned within 15 days of submission of the Performance Security by the selected bidder.

2.25.3 Failure of the selected bidder to comply with the requirements of Clause 2.24 and 2.25 shall constitute sufficient grounds for the nullification of the Agreement and forfeiture of the EMD.

## **2.26 Return of the Proposal and EMD**

2.26.1 The EMD shall be returned, to unsuccessful Bidders within a period of 30 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 the Authority decides to terminate the bidding process/proceedings or abandon the Project.

### **3 EVALUATION PROCESS**

#### **3.1 Opening of Proposals**

- 3.1.1 The Authority would open the PART 1: Qualification Proposal at 12:30 p.m. on the Proposal Due Date, at the place specified in Clause 2.14.12 and in the presence of the Bidders who choose to attend.
- 3.1.2 The 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.
- 3.1.3 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, if applicable
  - (c) Names of Sub-contracted parties, if applicable
  - (d) Particulars of the EMD
- 3.1.4 The Authority will subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out in this Section 3.
- 3.1.5 The Authority will form a Proposal Evaluation Committee consisting of experts and representatives of the Authority.

#### **3.2 Evaluation of Qualification Bid**

- 3.2.1 In Stage I of Proposal Evaluation, the "Qualification Bid" as stated in Clause 2.10.2 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 as stipulated in Clause 2.10.2.
  - (b) The Proposal is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15.2.
  - (c) The Proposal is signed, sealed and marked as stipulated in Clause 2.14.

- (d) The Proposal contains all the formats specified in this RFP as may be applicable for the sole bids without sub-contracting, sole bids with sub-contracting, consortium bids.
- (e) The Proposal contains all the information in Formats as specified in this RFP.
- (f) The Proposal meets the eligibility criteria as set out in Clause 2.3.2.
- (g) The Proposal contains the appropriate EMD documents as specified in Clause 2.13.

3.2.2 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.

3.2.3 The following criteria shall be used for evaluation of the bids which meet the eligibility criteria set out in Clause 2.3.2.

- i. The bids which meet the eligibility criteria set out in Clause 2.3.2 shall be first verified against the Compliance Matrix specified in Format – 18. Only those bids which comply with the criteria specified in the Compliance Matrix shall be evaluated as per the criteria specified 3.2.3 (ii) below. Bids which do not meet the criteria specified in Compliance Matrix shall be rejected and no further evaluation of those bids shall be carried out.
- ii. The criteria and marks allotted for technical evaluation of bids across various criteria is provided in the Table - 1 below.

Table 1 – Technical Evaluation Criteria				
S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
<b>1</b>	<b>Past Experience</b>			<b>60</b>
i.	IT based turnkey projects in India(involving Design/Development/ Implementation/ Maintenance/ Roll out of IT Systems)completed OR IT based turnkey projects in India (involving Design/Development/ Implementation/ Maintenance/ Roll out of IT Systems) which are ongoing for a	When the number of such projects is :  equal to or more than 5 : 15 marks  equal to 4 : 12	Completion Certificates from the client; OR  Work Order + Self Certificate of	15



**Table 1 – Technical Evaluation Criteria**

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
	<p>minimum duration of two years from the date of issuance of Purchase order of the project as on date of publication of this RFP awarded by Government of India or any State/UT Government in India/client</p>	<p>marks equal to 3 : 9 marks equal to 2: 6 marks equal to 1: 3 marks Less than 1 : 0 marks</p> <p>The maximum marks for each project is 3 marks. A maximum of 15 marks shall be awarded for this criterion.</p>	<p>Completion (Certified by the Statutory Auditor); OR  Work Order + Certificate of satisfactory services (for projects which are ongoing for a minimum of two years from the date of issuance of Purchase Order) from the client</p>	
ii.	<p>Projects completed or projects which are ongoing for a minimum duration of two years from the date of issuance of Purchase orders on date of publication of this RFP in Public Healthcare in India. Such projects in public healthcare shall have been awarded by a State/UT Government in India or by Government of India.</p>	<p>When the number of such projects is : equal to or more than 5 : 15 marks equal to 4 : 12 marks equal to 3 : 9 marks equal to 2: 6 marks</p>	<p>Completion Certificates from the client; OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p>	15

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		<p>Less than 2 : 0 marks</p> <p>The maximum marks for each project is 3 marks. A maximum of 15 marks shall be awarded for this criterion.</p>	<p>Work Order + Certificate of satisfactory services (for projects which are ongoing for a minimum of two years from the date of issuance of Purchase Order) from the client</p> <p>With reference to the documents required against clause 3.2.3 Table 1 (1(ii)), in lieu of Work Order, Government orders or Certificate from Department Head clearly stating the scope of work, project timelines</p>	

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
			and bidder's name would be accepted.	
iii.	Projects completed or projects which are ongoing for a minimum duration of one year from the date of issuance of Purchase order as on date of publication of this RFP involving Web Application Development and its deployment for use in India or developing countries with a minimum of <b>user base 100</b> individuals	<p>When the number of such projects is :</p> <p>equal to or more than 5 : 15 marks</p> <p>equal to 4 : 12 marks</p> <p>equal to 3 : 9 marks</p> <p>equal to 2: 6 marks</p> <p>Less than 2 : 0 marks</p> <p>The maximum marks for each project is 3 marks. A maximum of 15 marks shall be awarded for this criterion.</p>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Certificate of satisfactory services (for projects which are ongoing for a minimum of one years from the date of issuance of Purchase Order) from the client</p> <p>With reference to the</p>	15

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
			documents required against clause 3.2.3 Table 1 (1(iii)), in lieu of Work Order, Government orders or Certificate from Department Head clearly stating the scope of work, project timelines and bidder's name would be accepted.	
iv.	Projects completed or projects which are ongoing for a minimum duration of two years from the date of issuance of Purchase order as on date of publication of this RFP involving training and capacity building of at least 100 individuals. Projects shall be for 'classroom-based training programs delivered in India'. Projects involving e-learning based training delivery shall not be considered for evaluation.	When the number of such projects is : equal to or more than 5 : 15 marks equal to 4 : 12 marks equal to 3 : 9 marks equal to 2: 6 marks Less than 2 : 0	Completion Certificates from the client; OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR	15

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		<p>marks</p> <p>The maximum marks for each project is 3 marks. A maximum of 15 marks shall be awarded for this criterion.</p>	<p>Work Order + Certificate of satisfactory services (for projects which are ongoing for a minimum of two years from the date of issuance of Purchase Order) from the client</p> <p>With reference to the documents required against clause 3.2.3 Table 1 (1(iv)), in lieu of Work Order, Government orders or Certificate from Department Head clearly stating the scope of work, project timelines and bidder's name would</p>	

**Table 1 – Technical Evaluation Criteria**

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
			be accepted.	
<b>2</b>	<b>Turnover of Sole Bidder/All Members of the consortium</b>			<b>10</b>
i.	<p>Average annual turnover from IT based turnkey services (involving Design/Development/ Implementation/ Maintenance/ Roll out of IT Systems) in last 3 financial years (2012-13, 2013-14 and 2014-15)</p> <p>In case of sole bids, the sole bidder’s turnover from IT based turnkey services(involving Design/Development/Implementation/ Maintenance/ Roll out of IT Systems) shall be considered.</p> <p>In case of consortium bids, the average of total turnover from IT based turnkey services(involving Design/Development/Implementation/ Maintenance/ Roll out of IT Systems) of all members of the consortium shall be considered.</p>	<p>Greater than or equal to INR 28 crores: 10 marks</p> <p>Between INR 26 crores and INR 28 crores: 8 marks</p> <p>Between INR 24 crores and INR 26 crores: 6 marks</p> <p>Between INR 22 crores and INR 24 crores: 4 marks</p> <p>Between INR 20 crores and INR 22 crores: 2 marks</p> <p>Less than and equal to INR 20 crores: 0 marks</p>	<p>Extracts from the audited Balance sheet and Profit &amp; Loss; OR</p> <p>Certificate from the statutory auditor of the sole bidder. In case of consortium the certificate shall be submitted from the respective statutory auditors of each member of the consortium</p>	
<b>3</b>	<b>CVs and Key Profiles proposed along with time commitment</b>			<b>20</b>
i.	Program Manager	No. of Projects delivered as Project/Program	CVs in format specified in	10

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		Manager:  Equal to 4 or more : 6 marks  Equal to 3 : 3 marks  Equal to 2 : 2 mark  Less than 2 : 0 mark  Value of Projects delivered as Project/Program Manager :  Greater than INR 30 Lakh– 4 marks  INR 20 Lakh to INR 30 Lakh– 2 mark  Less than INR 20 Lakh – 0 mark	the RFP	
ii.	Data Analyst	Number of projects completed in the role of solution	CVs in format specified in the RFP	10

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		architect : Greater than and Equal to 5 : 6 marks Equal to 4 : 4 marks Equal to 3 : 2 mark Less than or Equal to 2: 0 mark Certification in Enterprise Architecture : 4 marks		
<b>4</b>	<b>Presentation and Interaction with Evaluation Committee</b>		<b>NA</b>	<b>10</b>
i.	Presentation of the proposed solution	Application Integration Approach – 1 mark Backend infrastructure proposed – 1 mark Data Integration and Data Architecture approach – 1		10



Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		mark  Tools proposed for Helpdesk – 1 mark  Approach for Technology Change and Release Management – 1 mark  Security Solution Proposed – 1 mark  Testing Plan and Methodology – 1 mark  Training and capacity building approach– 1 mark  Monitoring and evaluation approach for project outcomes and health outcomes – 1 mark  Work plan – 1		

Table 1 – Technical Evaluation Criteria				
S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		mark		
	<b>Total marks against which a bid will be technically evaluated</b>			<b>100</b>

**Note:** The following key profiles being evaluated can be sourced through a sub-contract as per the RFP guidelines for sub-contracting

1. Health sector expert
2. Training and Capacity building lead

Such profiles will be governed by Article - 9 of Part II of RFP. However, the CV of all the key profiles have to be submitted at the time of bid submission.

- iii. Same project can be submitted for evaluation under multiple technical evaluation criteria, if the project meets the requirements specified. The bidder is required to explicitly state against which evaluation criteria the project is being specified.
- iv. A bid should receive a minimum of **75** of the total maximum score of 100 to qualify for financial bid evaluation as outlined in Clause 3.3.
- v. As part of the evaluation, bidders who meet the criteria as per 3.2.3 (i) shall be required to make a presentation to the evaluation committee. Each bidder will be given 45 minutes for presenting their solution. As a guideline, it is suggested that the bidder should address the following points during their presentation to the evaluation committee.
  - Previous experience in similar area of work (10 minutes)
    - Government
    - Healthcare
    - Web applications
  - Technical solution proposed (15 minutes)
    - Application Integration Approach
    - Backend infrastructure proposed
    - Data Integration and Data Architecture approach
    - Tools proposed for Helpdesk
    - Approach for Technology Change and Release Management
    - Security Solution Proposed
    - Testing Plan and Methodology

- Training and capacity building approach
  - Monitoring and evaluation approach for project outcomes and health outcomes
  - Work plan
  - Demo of the solution, if it is ready (5 minutes)
  - Profiles of Key personnel proposed for the project (5 minutes)
  - Questions and Answers (10 minutes)
- 3.2.4 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.

### **3.3 Evaluation of Financial Bid**

- 3.3.1 The Authority will open sealed Envelope containing ‘Financial Bid’ of only those Bidders, who qualify as per Clause 3.2.
- 3.3.2 The Financial Bid should be furnished as per FORMAT 13 and FORMAT 13 – A 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 figures and words, the amount indicating in words shall be taken into account.
- 3.3.3 The Financial Bids are invited for the Project on the basis of **LOWEST TOTAL CONTRACT VALUE**(the “**Bid Amount**”) required by the Bidder for implementing the Project as specified in FORMAT 13. The Bid Amount shall constitute the sole criteria for evaluation of Financial Bids.
- 3.3.4 The Financial Bid of the Bidder should take into consideration all the expenses incurred or likely to be incurred for the full scope of work as described in Part – III of this RFP.
- 3.3.5 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.
- 3.3.6 The Bidder who quotes the lowest Bid Amount shall be declared as the Selected Bidder (the “**Selected Bidder**”).
- 3.3.7 After selection, a Letter of Intent (the “**LOI**”) shall be issued, in duplicate, by the Authority to the Selected Bidder.
- 3.3.8 The post tender negotiations are banned except in case of negotiations with L1 (i.e. Lowest tendere) as per CVC guidelines.

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

- 3.4.1 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.
- 3.4.2 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.

### **3.5 Contacts during Bid Evaluation**

- 3.5.1 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.

### **3.6 Tie Bidders**

- 3.6.1 In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidders ("**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 FRAUD AND CORRUPT PRACTICES

- 4.1 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 Private Operator, as the case may be, if it determines that the Bidder or Private 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 EMD, 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.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Agreement, or otherwise if a Bidder or Private 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 Private 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 Private 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.
- 4.3 For the purposes of this Clause 4, 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 therefrom, 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 Private 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.

## 5 PRE-BID CONFERENCE

- 5.1 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 national dailies and website as mentioned in the Data Sheet. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 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 endeavor 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.

## **6 MISCELLANEOUS**

- 6.1 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.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 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.

## **7 APPENDICES**



## FORMATS FOR PROPOSAL SUBMISSION

### **7.1 *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: Proposal for Implementation of Hospital Management System (HIS) in  
CHCs/PHCs of Gorakhpur district of 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 Private 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 Private Operator for 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 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 Union Territory or Government of India as on bid submission date from participating in any project, and the bar does not subsists as on the Proposal Due Date.
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 eligibility criteria and meet(s) the requirements as specified in the RFP document.
8. I/We declare that we 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 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.

14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an 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.
15. 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.
16. I/We offer an EMD of Rs.....only to the Authority in accordance with the RFP Document.
17. The EMD in the form of a Bank Guarantee from the Scheduled Commercial bank in the specified format is attached.
18. 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 whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
20. I/We shall keep this offer valid for 180 (one hundred and twenty) 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.
21. 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.
22. As one of the eligibility requirements for this project is the presence of a local office of the Sole Bidder/Lead Member of the Consortium in Lucknow, we hereby confirm that as Sole Bidder / Lead Member of the Consortium we have an office in Lucknow at the below mentioned address:

\_\_\_\_\_

\_\_\_\_\_

[Strike out if local office is not present and use clause 23 below instead as an undertaking to open a local office if project is awarded.]

23. As one of the eligibility requirements for this project is the presence of a local

office of the Sole Bidder/Lead Member of the Consortium in Lucknow and since we as Sole Bidder / Lead Member of the Consortium do not have an office in Lucknow as on the date of bid submission, we hereby undertake to open a local office in Lucknow within 15 days of issuance of Letter of Intent and communicate the address to the issuer for future correspondence.

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 Authorized signatory)

Place:

(Name & Designation of the Authorized signatory)  
Name & Seal of Bidder/ Lead Member

**Witness 1:**

Name:

Signature:

**Witness 2:**

Name:

Signature:

**7.2 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 Sole Bidder / 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 **“Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh”** (the **“Project”**), including signing and submission of all documents and providing information / responses to **National Health Mission, Uttar Pradesh (“NHM-UP”)**, 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

(Name, Title and Address of the authorized representative)

For \_\_\_\_\_  
(Signature)

(Name, Title and Address)

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

Notes:

1. To be executed by the Sole Bidder 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 executant(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 favor 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 Apostle certificate.

### **7.3 FORMAT 3: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

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

Whereas the National Health Mission, Uttar Pradesh (“**NHM-UP**”) (the Authority) has invited bids from interested parties for “Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh” for a specified Agreement Period.

Whereas, M/s \_\_\_\_\_, M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (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 \_\_\_\_\_, 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 favor 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 Apostille certificate



**7.4 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 our Company/Society/Trust M/s \_\_\_\_\_ have not abandoned any work for the Government of Uttar Pradesh or Union territory or any other State Government or Government of India as on Bid submission day.
3. The undersigned also hereby certifies that our Company/Society/Trust M/s \_\_\_\_\_ have not been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Union territory or Government of India for any work as on bid submission date.
4. The undersigned further certifies that our Company/Society/Trust ..... Or its Director/President/Chairperson/Trustee has not been convicted/charge-sheeted for any offence.
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 (“NHM-UP”), 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 National Health Mission, Uttar Pradesh (“NHM-UP”)

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

Title of Officer: \_\_\_\_\_

Name of Company/Society/Trust \_\_\_\_\_

Date: \_\_\_\_\_

**7.5 *FORMAT 5: ANTI-COLLUSION CERTIFICATE***

(On the letter head of the Sole Bidder/ 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 Authorized Representative

Name of the Authorized Representative

Note:

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

**7.6 FORMAT 6: PROJECT UNDERTAKING**

(On the Letter head of the Sole Bidder/ Lead Member)  
PROJECT UNDERTAKING

To:

Date:

Mr./Ms. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone:

Fax:

Subject: Proposal for Implementation of Hospital Management System (HIS) in  
CHCs/PHCs of Gorakhpur district of Uttar Pradesh

Ref:

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 (“NHM-UP”).

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 .....201\_.

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

**7.7 FORMAT 7: MEMORANDUM OF UNDERSTANDING OF  
CONSORTIUM MEMBERS**

**(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 \_\_\_\_\_ 201at  
\_\_\_\_\_

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

And

\_\_\_\_\_ (Hereinafter referred as” \_\_\_\_\_”) and  
having office at \_\_\_\_\_, India  
Party of the Fourth Part

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

WHEREAS the **National Health Mission, Uttar Pradesh (“NHM-UP”)**, has invited Qualification and Financial Proposal from entities interested in **“Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh”** called the “Project” for a specified time period.

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 Private 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;

Party of the Second Part shall be the

\_\_\_\_\_ (specify name of the organization) and shall be responsible for performing the following activities as part of its scope of work and shall be responsible for the below mentioned deliverables of the project.

Scope of Work of the party in detail:

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Party of the Third Part shall be the

\_\_\_\_\_ (specify name of the organization) and shall be responsible for performing the following activities as part of its scope of work and shall be responsible for the below mentioned deliverables of the project.

Scope of Work of the party in detail:

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Party of the Fourth Part shall be the \_\_\_\_\_ (specify name of the organization) and shall be responsible for performing the following activities as part of its scope of work and shall be responsible for the below mentioned deliverables of the project.

Scope of Work of the party in detail:

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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. 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)

(Party of the third part)

(Party of the fourth 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 favor 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 Apostle certificate.

## **7.8 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 bid to **National Health Mission, Uttar Pradesh (“NHM-UP”)** for **“Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh”** called the “Project”.

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

“RESOLVED FURTHER THAT Mr./Ms \_\_\_\_\_ (name), \_\_\_\_\_ (designation) be and is hereby authorized 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 favor 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 joint submission of bid to National Health Mission, Uttar Pradesh (**“NHM-UP”**) for **“Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh”**.”

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

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



## **7.9 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 \_\_\_\_\_ (name and address of the consortium members) for joint submission of bids to **National Health Mission, Uttar Pradesh (“NHM-UP”)** for **“Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh”** called the “Project”.

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

I/We also authorize \_\_\_\_\_ (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 favor of the Company as Lead Member.”

### **Format for Consortium 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, Uttar Pradesh (“NHM-UP”) for “Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh” called the “Project”.

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

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

(Note: 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 authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Member.)

**7.10 FORMAT 10: INFORMATION REGARDING BIDDER**

**Notes:**

1. Details to be provided for the Bidder / Lead Member / each member of consortium (in case of consortium) / sub-contracted members
2. Relevant registration certificates as required in Eligibility Criteria are required to be enclosed.

**Part 1:** Contact Information (In case of consortium bid, this should be filled up for each member of the consortium. In case of sub-contracted bids, this should be filled up for each sub-contracted member.)

1	Name of the Bidder or Member of Consortium or Sub-contracted member	
2	Address of the Bidder or Member of Consortium or Sub-contracted member	
3	Name of the person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone No. (with STD Code)	
7	E-Mail of the contact person:	
8	Fax No. (with STD Code)	

**Part 2:** Details regarding Statutory Registrations (in case of consortium bid, this should be filled up for each member of the consortium)

1	Company Registration Number under Companies Act, 1965 [Note: Applicable for Sole Bidder and Lead Member in case of Consortium. Also if any member of the consortium other than lead member is a company, this is required to be provided]	
2	Registration number of not-for-profit/Section 25 companies/societies/trust/LLP provided by the appropriate registering authority under the	Name of consortium member #1: Legal status of the member (company/society/trust/section 25

	relevant Act. (Only for members other than Lead Member of Consortium)	company): Registration Number: Issuing authority:  Name of consortium member #2 (if applicable): Legal status of the member (company/society/trust/section 25 company): Registration Number: Issuing authority:  Name of consortium member #3 (if applicable): Legal status of the member (company/society/trust/section 25 company): Registration Number: Issuing authority:
3	Service Tax Registration Number (For Sole Bidder or Prime Bidder in case of consortium)	
4	VAT Registration Number (For Sole Bidder or Prime Bidder in case of consortium)	
5	CST Registration Number, if applicable (For Sole Bidder or Lead Member in case of consortium)	

**Part 3:** Details regarding sub-contracted members, if applicable (Add as many tables as required depending upon number of sub-contracted agencies engaged)

1	Name of sub-contractor	
2	Scope of Work assigned to sub-contractor	

I, the undersigned, certify that to the best of my knowledge and belief, the above stated information is true and correct. I understand that any willful misstatement described herein may lead to disqualification of our bid or dismissal, if engaged.

Witness:

Bidder:

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----

**7.11 FORMAT 11: DETAILS OF PROJECT EXPERIENCE AGAINST  
ELIGIBILITY CRITERIA AND EVALUATION CRITERIA**

**Part 1: Summary of projects meeting eligibility / evaluation criteria**

S. No.	Client Name	Value of Project (in INR Cr.)	Letter of issuance of PO (DD/MM/YYYY)	Date of Project Completion, if applicable (DD/MM/YYYY)	Is the project proposed against eligibility criteria or evaluation criteria? *
1					
2					
3					

\* - Note: If a project is submitted for consideration against evaluation criteria, specify the criteria against which the project is to be considered.

**Part 2: Detailed project experience format**

Note: The format is to be filled up for each project for which the experience is being submitted against eligibility criteria

Is the project to be considered against eligibility criteria or evaluation criteria? If a project is submitted for consideration against evaluation criteria, specify the criteria against which the project is to be considered.	
Entity to whom the project experience belongs	Bidder / Prime Bidder / Consortium Member
Name of client	
Project Location	
Brief description of Project and scope of services performed	
Name and contact details of nodal officer of	Name:

client	Designation: Email ID: Phone Number:
Date of issuance of Purchase Order	
Date of Project Completion, if applicable	
Value of project (in INR Lacs)	

I, the undersigned, certify that to the best of my knowledge and belief, the above stated information is true and correct. I understand that any willful misstatement described herein may lead to disqualification of our bid or termination of the contract, if engaged.

Witness:

Bidder:

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----

**7.12 FORMAT 12: FINANCIAL CAPABILITY OF THE  
BIDDER/MEMBER**

(TO BE SUBMITTED FOREACH MEMBERIN 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	FY 2	FY 3
1	Gross Fixed Assets (A)			
2	Accumulated Depreciation (B)			
3	Net Fixed Asset $C=(A-B)$			
4	Deferred Revenue Expenditure (D)			
5	Current Assets (cash+ stock+ receivables) (E)			
6	Current Liabilities (over draft+ payables) (F)			
7	Deferred Liabilities (G)			
8	NET ASSETS $H = (C+D+E-F-G)$			
9	Paid up Equity (I)			
10	Contributions (J)			
11	Reserves (K)			
12	Shareholders Fund $L=(I+J+K)$			

**Profit & Loss 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)			

I, the undersigned, certify that to the best of my knowledge and belief, the above stated information is true and correct. I understand that any willful misstatement described herein may lead to disqualification of our bid or termination of the contract, if engaged.

Witness:		Bidder:	
Signature	-----	Signature	-----
Name	-----	Name	-----
Address	-----	Designation	-----
		Company	-----
Date	-----	Date	-----

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 Sole Bidder or the consortium member or Certificate from Chartered Accountant will be accepted only if financial statements/Account statements are already certified by statutory auditors.
2. The Sole Bidder or the consortium should provide the financial capability of its own / of the consortium members.
3. In Role of Member specify whether it is a Sole Bidder, 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. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees



[60(Sixty)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

7. 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 or Certificate from Chartered Accountant will be accepted only if financial statements/Account statements are already certified by statutory auditors.
8. 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.

**7.13 FORMAT 13: FINANCIAL BID**

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

To,  
The Mission Director,  
National Health Mission, Uttar Pradesh (NHM-UP),  
SPMU, Vishal Complex, 19-A, Vidhan Sabha Marg,  
Lucknow - 226001 (Uttar Pradesh), INDIA

Sub: Implementation of Hospital Management System (HIS) in CHCs/PHCs of  
Gorakhpur district of Uttar Pradesh

Ref:

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 NHM-UP as the fee for carrying out the activities envisaged in this RFP document and draft Agreement for Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh. The amount quoted below is inclusive of all taxes, cess and levies but exclusive of Service Tax.

Bid Amount = Rs..... (in words.....)

Name of the Bidder / Lead Member of Consortium

Name & Signature of the Authorized Representative

### 7.14 FORMAT 13-A: DETAILED FINANCIAL BID

(Note: To be submitted on the Letter Head of the Bidder/Lead Member)

S. No.	Item	Unit of Measure	Unit Price (in INR)	Units Proposed	Rate of Tax (in INR)	Taxes, as applicable (in INR)	Cost of Item (in INR)
<b>Device related costs</b>							
1	Workstation on Rent	Number		209			
2	Bio metric Device on Rent	Number		120			
<b>Staff related costs</b>							
1	<b>Project Manager</b>	Number		1			
2	<b>Data analysts</b>	Number		2			
3	<b>Technical support team Member</b>	Number		2			
4	<b>Call center executives</b>	Number		3			
5	Data operators	Number		209			
<b>One Time Charges</b>							
1	Platform Customization cost including set up of Technical Help Desk	INR		1			
2	Initial Setup Cost	INR		89			

**Note:**

1. 1 Person Month shall mean effective time spent of 160 hours on project related activities by a resource.

2. The unit rates quoted shall remain firm for the entire duration of the contract and shall be considered for change orders, if any, that might be issued during the course of the contract.

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

**7.15 FORMAT 14: LETTER OF COMFORT AND UNDERTAKING  
FROM ASSOCIATE**

(On the letter head of the Associate)

The Mission Director,  
National Health Mission, Uttar Pradesh (NHM-UP),  
Vishal Complex, 19-A,  
Vidhan Sabha Marg, Lucknow - 226001  
(Uttar Pradesh), INDIA

Dear Sir,

Sub: Implementation of Hospital Management System (HIS) in CHCs/PHCs of  
Gorakhpur district of Uttar Pradesh (Project)

Ref:

We have read and fully understood the terms and conditions of the Request for Proposal (RFP) dated ..... and Addenda/ Corrigenda thereto issued by you in connection with Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh.

We are aware that ..... (Name of the Bidder) is a 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 fulfillment 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 Mission Director of NHM-UP, ..... (Name of the Bidder) and the Bidder. 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 fulfillment whereof is required from ..... (Name of the Bidder) under the said Agreement or from us as per this undertaking, in the course 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

**7.16 FORMAT 15: CERTIFICATE FROM STATUTORY AUDITOR/  
COMPANY SECRETARY REGARDING ASSOCIATE**

(Note: 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<sup>\$</sup>

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 in terms of Clause 2.3.1

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 authorized signatory).

<sup>\$</sup> 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.

<sup>£</sup> 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.

1. 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.

**7.17 FORMAT 16: CERTIFICATE REGARDING TECHNICAL  
MANPOWER STRENGTH**

(To be submitted on the company's letterhead)

This is to certify that \_\_\_\_\_  
has \_\_\_\_\_ Fulltime Staff on its payroll who hold engineering degrees (B. Tech. / B.E/ M. Tech/MCA or equivalent graduate or post-graduate degrees in any field of engineering/Information Technology/computer science awarded by AICTE recognized universities) and who are engaged in delivery of IT services to clients/customers.

I, the undersigned, certify that to the best of my knowledge and belief, the above stated information is true and correct. I understand that any willful misstatement described herein may lead to disqualification of our bid or termination of the contract, if engaged.

Witness:		Bidder:	
Signature	-----	Signature	-----
Name	-----	Name	-----
Address	-----	Designation	-----
		Company	-----
Date	-----	Date	-----



**7.18 FORMAT 17: CERTIFICATE REGARDING NET WORTH**

(To be submitted on the company's letterhead)

(In case of consortium bids, this has to be submitted for each member of the consortium.)

This is to certify that \_\_\_\_\_  
has a net worth of Indian Rupees \_\_\_\_\_ as on  
\_\_\_\_\_ (in DD/MM/YYYY format).

I, the undersigned, certify that to the best of my knowledge and belief, the above stated information is true and correct. I understand that any willful misstatement described herein may lead to disqualification of our bid or termination of the contract, if engaged.

Witness:		Bidder:	
Signature	-----	Signature	-----
Name	-----	Name	-----
Address	-----	Designation	-----
		Company	-----
Date	-----	Date	-----

### 7.19 FORMAT 18: COMPLIANCE MATRIX

(Note: All formats in this section should be mandatorily filled up by the bidder and answers should be provided for all questions.)

#### 7.19.1 Format A: Compliance against Technical Proposal requirements

S. No.	Technical proposal requirement	Response provided by bidder (Yes / No)
1	Application integration approach	
2	Backend infrastructure proposed - Deployment plan and scalability of solution	
3	Data Integration and Data Architecture approach	
4	Tools proposed for Helpdesk and Data Modelling	
5	Approach for Technology Change and Release Management	
6	Security Solution Proposed (Application and Infrastructure)	
7	Testing Plan and Methodology (Web Application and Server side application)	
8	Training and capacity building approach	
9	Monitoring and Evaluation Methodology for project outcomes	
10	Monitoring and Evaluation Methodology for intended health outcomes	
11	Detailed Work Plan with clear mapping of interdependencies and comprehensiveness of activities. Alignment to overall timeline objectives and clear identification of Critical Path activities.	
12	Detailed Deployment plan for key resources with clear time commitment	

#### 7.19.2 Format B: Compliance against software components required

S. No.	Technical proposal requirement	Has product been proposed by bidder (Yes / No)	Product proposed by bidder
1	Workstation/Biometric/other device Management solution (the devices procured on		

S. No.	Technical proposal requirement	Has product been proposed by bidder (Yes / No)	Product proposed by bidder
	rental basis)		

## **7.20 FORMAT 19: TECHNICAL PROPOSAL FORMS**

### **7.20.1 Application Integration Approach Guidelines for submission:**

1. Describe your approach to application integration required for HIS solution. Explain how you propose to meet the solution requirements provided in Schedule – 2.  
Description to be provided in not more than 5 pages.

### **7.20.2 Backend infrastructure proposed - Deployment plan and scalability of solution**

Guidelines for submission:

1. Describe your approach for the backend infrastructure with the deployment plan and scalability for HIS solution. Explain how you propose to meet the solution requirements provided in Schedule – 2.  
Description to be provided in not more than 5 pages.

### **7.20.3 Data Integration and Data Architecture approach**

Guidelines for submission:

1. Describe your approach for the data **architecture and how the data integration of HIS solution will be done with other solutions like HMIS and MCTS. Explain how you propose to meet the solution requirements provided in Schedule – 2.**  
Description to be provided in not more than 3 pages.

### **7.20.4 Tools proposed for Helpdesk**

Guidelines for submission:

1. Describe the tools that will be used for Helpdesk for HIS solution and how the tools will be integrated with the HIS system. Explain how you propose to meet the solution requirements provided in Schedule – 2.  
Description to be provided in not more than 3 pages.

### **7.20.5 Approach for Technology Change and Release Management**

Guidelines for submission:

1. Describe your approach for technology change and release management for the HIS solution. Explain how you propose to meet the solution requirements provided in Schedule – 2.  
Description to be provided in not more than 3 pages.

### **7.20.6 Security Solution Proposed (Application and Infrastructure)**

Guidelines for submission:

1. Describe your approach for application as well as infrastructure security for HIS solution. Explain how you propose to meet the solution requirements provided in Schedule – 2.  
Description to be provided in not more than 3 pages.

### **7.20.7 Testing Plan and Methodology (Web Application and Server side application)**

Guidelines for submission:

1. Describe your plan and methodology for testing the Web application as well as the server side application. Explain how you propose to meet the solution requirements provided in Schedule – 2.

Description to be provided in not more than 3 pages.

#### **7.20.8 Training and capacity building approach**

Guidelines for submission:

1. Describe your approach for training the FLWs and government officials on HIS solution. Explain how you propose to meet the solution requirements provided in Schedule – 2.
2. Description to be provided in not more than 3 pages.

#### **7.20.9 Monitoring and Evaluation methodology for project outcomes**

Guidelines for submission:

1. Describe your monitoring and evaluation methodology to track the progress of the project against the project outcomes. Explain how you propose to meet the solution requirements provided in Schedule – 2.
2. Description to be provided in not more than 2 pages.

#### **7.20.10 Monitoring and Evaluation methodology for intended health outcomes**

Guidelines for submission:

1. Describe your monitoring and evaluation methodology to track the progress of the project against the health outcomes (IMR, MMR, coverage of Maternal and child health and other health related outcomes of the HIS project). Explain how you propose to meet the solution requirements provided in Schedule – 2.
2. Description to be provided in not more than 2 pages

#### **7.20.11 Work Plan**

Guidelines for submission:

1. Describe your work plan in detail with activities, milestones, dependencies and reports that will be submitted during the course of the project. Explain how you propose to meet the solution requirements provided in Schedule – 2.
2. Should be submitted as a Gantt chart.

#### **7.20.12 Staff Deployment Plan**

Guideline: To be provided for the identified key profiles and any other staff members who are likely to play a key role in the execution of the project.

NO	Name of	Staff input (in the form of a bar chart) <sup>1</sup>
----	---------	---

<sup>1</sup> - Months are counted from the start of the assignment. For each staff indicate separately staff input for onsite and offsite work. Onsite work means the resource will be working out from Lucknow or

Staff		1	2	3	4	5	6	7	8	9	10	11	n	Total staff-month input
1	Onsite													
	Offsite													
2	Onsite													
	Offsite													
	Onsite													
	Offsite													
n	Onsite													
	Offsite													
										Subtotal				

in the Gorakhpur district where the HIS system will be deployed. Offsite work means from the Private Operator's office

**7.21 FORMAT 20: CV FORMAT**

Guidelines for submission: CVs are required to be submitted for the following positions in the below format.

1. Program Manager
2. Data Analyst

Bidders are advised to ensure that full information is provided for each key resource against the evaluation criteria specified. If no information is provided for a resource against an evaluation criterion, it shall be awarded zero marks against that evaluation criterion.

Proposed Position			
Full Name of the resource proposed			
Date of Birth			
Nationality			
Education	Qualification		
	Awarded by		
	Year of award		
	Qualification		
	Awarded by		
	Year of award		
	(add more tables, if necessary)		
	Certifications, if available	Certification	
		Awarded by	
		Year of award	
Total number of years of Work			

Experience			
Countries of Work Experience			
Employment record	Employer		
	Positions held		
	From Year – To Year		
	Employer		
	Positions held		
	From Year – To Year		
	Employer		
	Positions held		
	From Year – To Year		
	(add more tables, if necessary)		
	Project Experience (where applicable)	Name of the project	
		Brief description of the project	
Client / Project awarding agency			
Duration and years of project			
Location of project (Country/State/Location)			
Role performed by the resource			



	Description of activities carried out by the resource		
	Size of User base / training audience of the project (if applicable)		
	Name of the project		
	Brief description of the project		
	Client / Project awarding agency		
	Duration and years of project		
	Location of project (Country/State/Location)		
	Role performed by the resource		
	Description of activities carried out by the resource		
	Size of User base / training audience of the project (if applicable)		
		Name of the project	
Brief description of the project			
Client / Project awarding agency			
Duration and years of project			
Location of project (Country/State/Location)			
Role performed by the resource			
Description of activities			

	carried out by the resource	
	Size of User base / training audience of the project (if applicable)	
	(add more tables, if necessary)	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: \_\_\_\_\_

\_\_\_\_\_  
 [Signature of staff member or authorized representative of the staff]

\_\_\_\_\_  
 Day/Month/Year

Full name of authorized representative or staff member proposed:  
 \_\_\_\_\_

## **7.22 *FORMAT 21: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT***

(Note: The Bank Guarantee should be obtained in the below format from a Scheduled Commercial Bank and submitted by the bidder as part of their bid.)

### **Bank Guarantee Bond**

1. In consideration of the request from M/s \_\_\_\_\_ (“the bidder”) for a bank guarantee for an amount of Indian Rupees \_\_\_\_\_ only (Indian Rupees \_\_\_\_\_ only) as EMD as part of the bidder’s bid (“the bid”) against the Request for Proposal for Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh (hereinafter called “the said Tender”), on production of this bank guarantee we, \_\_\_\_\_ (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Mission Director, NHM-UP (“the Issuer”) an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Issuer by reason of any breach by the said Bidder of any terms or conditions contained in the said Tender.
2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Issuer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Issuer by reason of breach of the said Bidder(s) of any of the terms and conditions contained in the said Tender. Any such demand made on the bank shall be conclusive as regards to the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee is restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Issuer any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceedings pending before any court or Tribunal relating hereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the bidder(s) shall have no claim against us for making such a payment.
4. We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect for a period not exceeding 180 calendar days from the data of submission of the said bid. Unless

a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, \_\_\_\_\_ further agree with the Issuer that the Issuer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend date of submission of the said Tender from time to time or to postpone for any time and to modify any of the terms and conditions relating to the said Tender.
6. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder(s).
7. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Issuer in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
For

\_\_\_\_\_  
(indicate the name of the bank)

**FORMAT 22: FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Note: The Bank Guarantee should be obtained in the below format from a Scheduled Commercial Bank and submitted by the successful bidder as pre-condition for signing of the Agreement.)

**Bank Guarantee Bond**

1. In consideration of the Mission Director, NHM-UP (hereinafter called “the Authority”) having agreed to exempt \_\_\_\_\_ (hereinafter called the “said contractor(s)”) from the demand, under the terms and conditions of an Letter of Intent, dated \_\_\_\_\_ made between National Health Mission, Uttar Pradesh (“NHM-UP”) and \_\_\_\_\_ for Implementation of Hospital Management System (HIS) in CHCs/PHCs of Gorakhpur district of Uttar Pradesh (hereinafter called “the said Agreement’), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_ (hereinafter referred to as “the Bank”) at the request of \_\_\_\_\_ / contractor(s) do hereby undertake to pay to the Authority an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach of the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards to the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee is restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceedings

pending before any court or Tribunal relating hereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) supplier(s) shall have no claim against us for making such a payment.

4. We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall be enforceable till all dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or - \_\_\_\_\_ Office Department \_\_\_\_\_ certified that the terms of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We, \_\_\_\_\_ further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time of any of the powers exercisable by the Authority against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated \_\_\_\_\_ day of

\_\_\_\_\_  
For

\_\_\_\_\_  
(indicate the name of the bank)