

Tender ID. _____

Request for Proposal

for

Selection of System Integrator for Design,
Development and Implementation of a Web
based

Financial Management
System

National Health Mission

Government of Uttar Pradesh

VISHAL COMPLEX, 19-A, VIDHAN SABHA MARG,
LUCKNOW – 226 001, UP, INDIA.

PHONE- 0522-2237496, FAX 0522-2237574,

EMAIL- MDUPNRHM@GMAIL.COM

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Glossary

Abbreviation	Meaning
BPMU	Block Project Management Units
DPMU	District Project Management Units
FMS	Financial Management System
FAS	Financial Accounting System
FRS	Functional Requirement Specifications
ICT	Information and Communication Technology
IRR	Internal Rate of Return
IMR	Infant Mortality Rate
MIS	Management Information System
NHM	National Health Mission
NRHM	National Rural Health Mission
HUHM	National Urban Health Mission
MMR	Maternal Mortality Rate (MMR),
PHC	Primary Health Centre
RBI	Reserve Bank of India
RFP	Request for Proposal
RTI	Right to Information
SI	System Integrator
SPMU	State Project Management Unit
SRS	Software Requirement Specification
STL	Short Term Loan
TDS	Tax Deducted at Source
TFR	Total Fertility Rate

Disclaimer

The information contained in this Request for Proposal document (hereafter referred as the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or 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.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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 Bid Stage.

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 Service Provider for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids 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.

1. Introduction

1.1 Background

1.1.1 About National Health Mission, Uttar Pradesh

National Health Mission, U.P has a vision to provide accessible, affordable and quality healthcare both preventive and curative, which would be accountable and at the same time responding to the needs of the people. It seeks to ensure the achievement of number of indicators which include reduction of Maternal Mortality Rate (MMR), Infant Mortality Rate (IMR), Total Fertility Rate (TFR), household out-of-pocket expenditure on total health care expenditure, etc. It encompasses two Sub-Missions, the National Rural Health Mission (NRHM) and the National Urban Health Mission (NUHM).

The main programmatic components include

- a) Health System strengthening in rural and urban areas
- b) Reproductive-Maternal- Neonatal-Child and Adolescent Health (RMNCH+A)
- c) Communicable and Non-Communicable Diseases

The program is being implemented in 75 districts of Uttar Pradesh (population of about 22 crores) covering district level hospitals, Community Health Centres, Primary Health Centres, Sub-Centres and Village Health Sanitation & Nutrition Committee. State Project Management Unit (SPMU), District Project Management Units (DPMU) and Block Project Management Units (BPMU) have been established by NHM at State, in all 75 districts at CMO Offices and in all 820 Blocks respectively. Accounting of receipt & expenditure and progress of activities is carried out in these Management Units.

All payments are made through Public Financial Management System (PFMS) in the entire State. For accounting, TALLY software is used and reporting is carried out on paper and using spreadsheets. Consolidation of accounting data and progress of activities in Blocks takes place at respective Districts and of all districts takes place at SPMU. The data transfer takes place either on paper or through soft copy. This results into delay, in-accuracy and inconsistent reporting. Due to these problems, the fund utilization is low and there is enough room for improvement in the financial management system of NHM, UP.

1.1.2 Administrative Structure

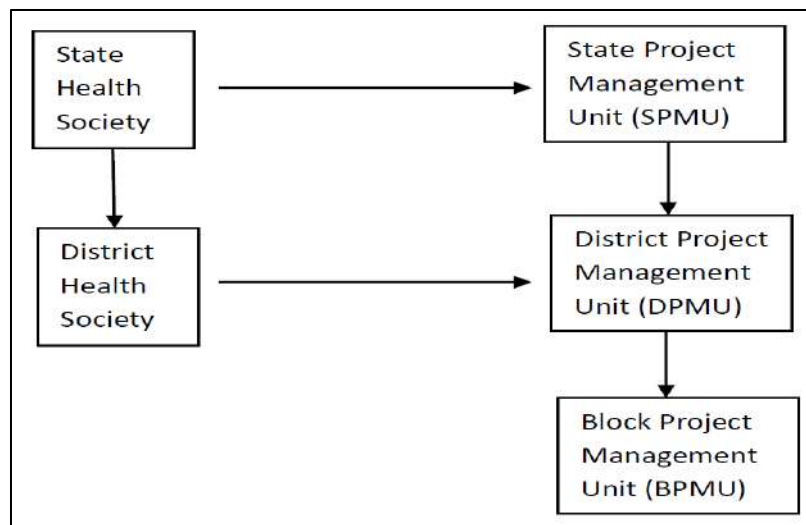
The National Health Mission (NHM) encompasses its two Sub-Missions, the National Rural Health Mission (NRHM) and the National Urban Health Mission (NUHM).

NHM has currently six financing components:

- NRHM-RCH Flexipool

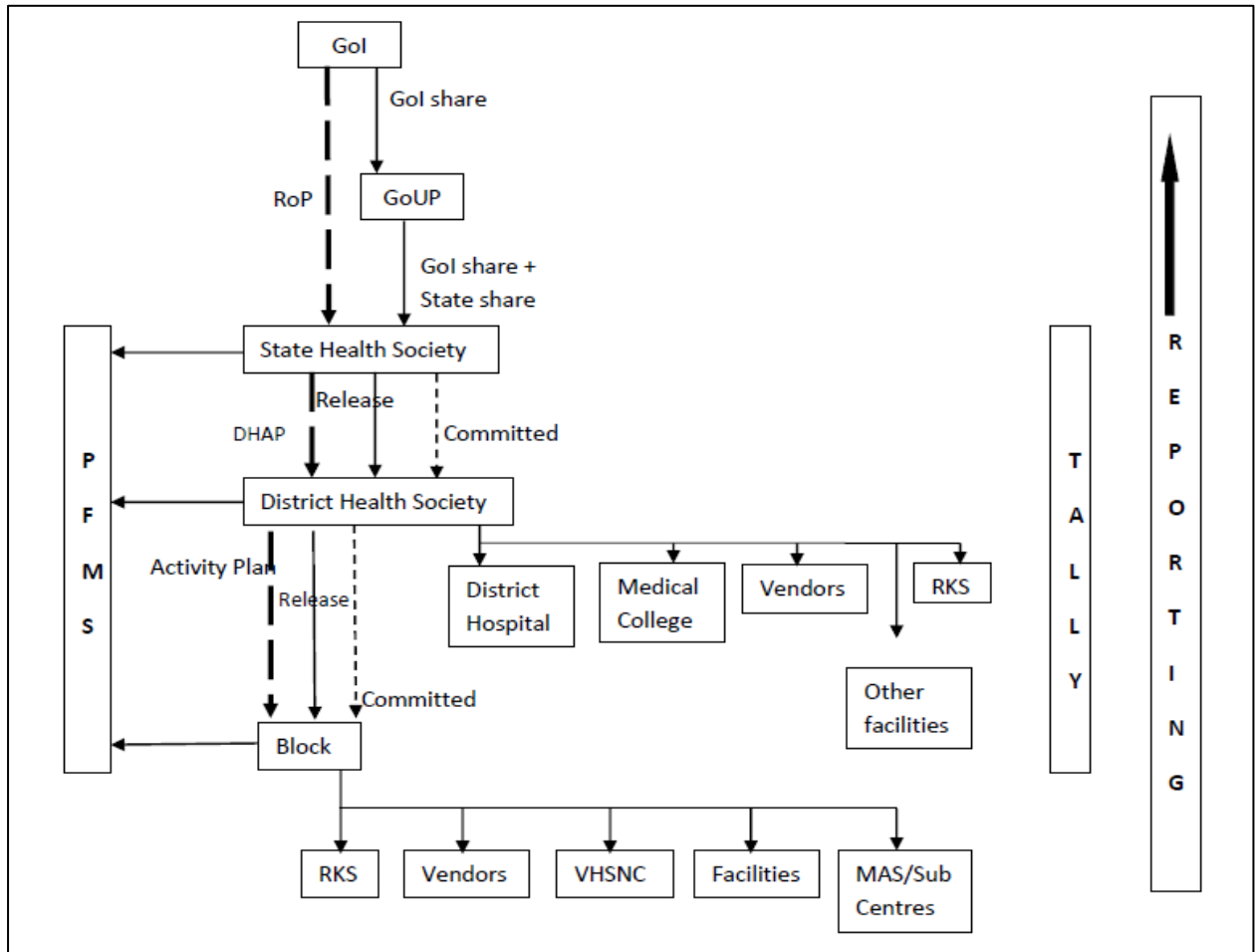
- NUHM Flexipool
- Flexible pool for Communicable disease
- Flexible pool for Non communicable disease including Injury and Trauma
- Infrastructure Maintenance and
- Family Welfare Central Sector component

This is to be noted that in future the financing components may vary based on the approved Record of Proceedings (RoP). The bidder may get more information by visiting link <http://nhm.gov.in/nrhm-in-state/state-program-implementation-plans-pips/uttar-pradesh.html>



Mission Implementation Structure

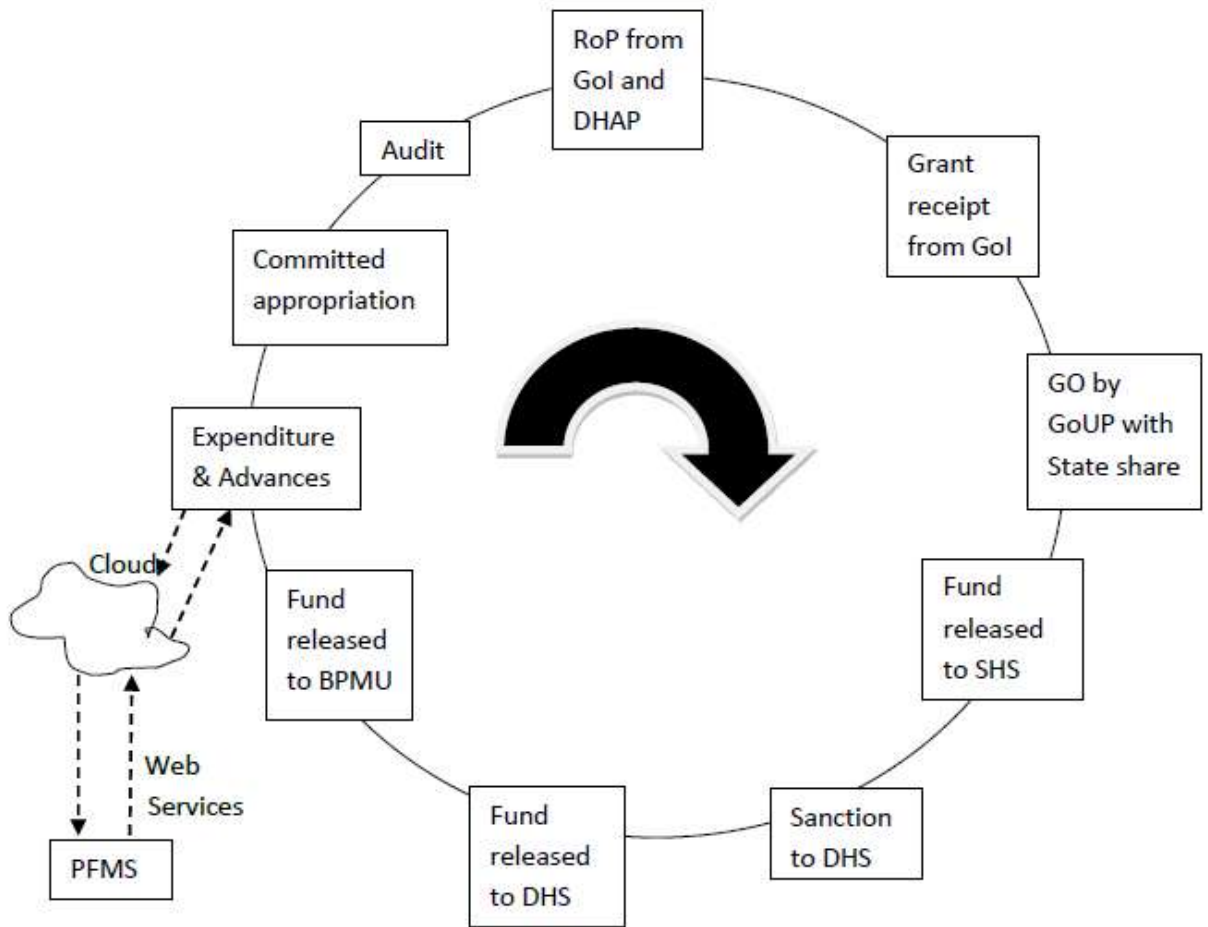
Fund Flow and Reporting Structure



1.2 Existing Processes and Summary of Issues and Challenges Faced

1.2.1 Existing processes

a) Existing system activities



b) Programs, Activities and FMR Codes

At present, there are following State-level Programs::

New Code	FMR	State level Program/Activity	No. of Main Activities ¹
1		Service Delivery - Facility Based	6
2		Service Delivery - Community Based	3
3		Community Interventions	6
4		Untied Fund	1
5		Infrastructure	3
6		Procurement	5
7		Referral Transport	1
8		Service Delivery - Human Resource	4

¹ Main activities as per the number of main FMR codes under each Flexipool

9	Training & Capacity Building	5
10	Review, Research, Surveillance & Surveys	4
11	IEC/BCC	1
12	Printing	1
13	Quality Assurance	3
14	Drug Warehousing and Logistics	2
15	PPP	1
16	Programme Management	8
17	IT Initiatives for strengthening Service Delivery	1
18	Innovations	1

Main Activities are further classified as Activity and Minor Activity. Each of the Activity is assigned an FMR Code as classified by GoI for consolidation at national level for all States.

This FMR code is as shown below:

X State level Program

X.X Main Activity

X.X.X Activity

X.X.X.X } Minor Activity

X.X.X.X.X

Total number of FMR codes is about 1800

Each FMR code has been assigned an Account Code by NHM, UP. This has been done to overcome problems related to change of FMR code by GoI in different years for the same activity. This coding is primarily used by Finance team (at all levels).

This is to be noted that above mentioned FMR code classification may change based on the government notifications time to time.

c) Record of Proceeding & payments

Based on RoP and PIP, physical targets and budget are allocated to each district by the EC (the district wise allocations are proposed to the EC, by the respective nodal officers at SPMU for associated program). This is checked by Finance Department. Targets and budget allocation is communicated to all districts. In turn, Districts are supposed to assign targets and budget to Blocks.

Expenditure is made by districts and blocks for their own activities as well as through vendors/agencies including RKS, MAS/VHSNC, Medical Colleges, District level facilities, Block level facilities and other facilities.

At the end of the financial year (as well as at different points of time, during the year), FMR activity wise un-utilized budget as well as advances given to RKS, Facilities and MAS/VHSNC and Vendors by Blocks is assessed. RKS, Facilities and MAS/VHSNC have to submit the utilisation Certificate. Blocks commit the amount which they can spend on activities for which allocation was made in Activity Plan in the next financial year in each FMR activity, along with the reason.

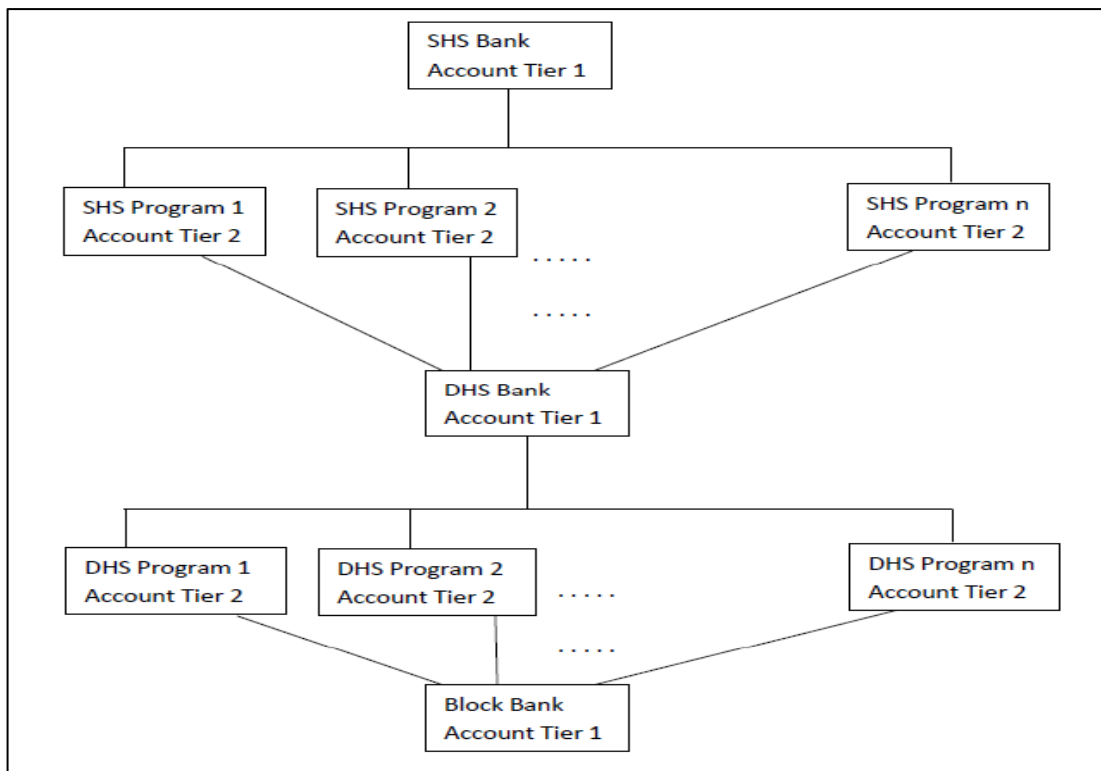
This committed amount of Blocks is analysed at districts. District consolidates committed amount of Blocks and adds its own committed amount and forwards the proposal to State. At State level, assessment of committed amount of each activity is analyzed by the associated GM and consolidated for the entire State.

All payments are made electronically through Public Financial Management System SPMU, District and Block level:

- Fund Transfer (to agency)
- E-payment using Direct Beneficiary Transfer
- Expenditure to vendors and salaries
- Advance to vendors

EPF and TDS types of payments are not made through PFMS. Separate Bank Accounts have been opened for these types of payments either through internet banking or cheque.

There is one bank account associated with each Block. At district level, there are about 19 Bank accounts. For each Program, separate Bank Account is assigned. However, there may be multiple Programs are assigned to 2 – 3 bank accounts.



d) Bank Accounts

e) Accounting

For accounting at Block, District and SPMU, TALLY software is being used. Single user edition of TALLY is being used at Block and District level. At SPMU, multi-user version of TALLY is used.

Blocks carry out their accounting on TALLY. For District, each Block is a Cost Centre. At the end of the month and completion of accounting entries, Blocks send FMR report generated from TALLY to respective District on paper after signatures. For reporting to AD, accounting data is taken for the period 21st to 20th of the next month. For reporting to State, this period is 1st to 30/31 of the month.

On an average, there are about 60 vouchers per month at Block level.

For reporting and consolidation at District level, data from TALLY is copied on the pen drive and taken to District Office.

Districts carry out their accounting on TALLY. They also enter the FMR reports sent by their Blocks. Districts complete their accounting as well as entry of FMR of all blocks and send the report to SPMU.

f) Reporting

Reports are prepared using TALLY and Spreadsheet at all levels. Few graphical reports have also been prepared using spreadsheet. These reports can be categorized as:

- Reporting to GoI
- Reporting to GoUP
- Performance monitoring at State and District
- Accounting reports
- Financial Statement of Affairs

Reports are periodic with fixed format as well as to cater to ad hoc requirements. The frequency of ad hoc reports is high which consumes lot of effort as the format is not fixed.

g) List of reports compiled using existing system

S.No.	Report Title
Accounting Reports	
1	Trial Balance for a period - Accounting Head
2	Trial Balance for a period - Program wise
3	Variance between Audit and FMR Statements
4	Consolidated Utilisation Certificate for the year ended on xx/xx/xxxx
5	Consolidated Receipt and Payment Account for the year ended xx/xx/xxxx
6	Consolidated Income and Expenditure Account for the year ended xx/xx/xxxx
7	Consolidated Statement of Affairs as on xx/xx/xxxx
8	Bank Reconciliation Statement as on xx/xx/xxxx
9	Bank Account Numbers as on 01/04/xxxx
10	Bank Account Balance as on 01/04/xxxx
11	Bank Account Balance as on 31/03/xxxx
12	Annexure 'A' for Consolidated Financial Report
13	Annexure 'B' for Consolidated Financial Report
14	Annexure 'C' for Consolidated Financial Report
15	Annexure 'D' for Consolidated Financial Report
16	RKS Untied Grant Fund for the Financial Year
17	Village Health, Nutrition and Sanitation Committee/Mahila Arogya Samiti Untied Grant Fund for the Financial Year
18	Sub Centre Untied Grant Fund for the Financial Year
19	Program Name - Receipt and Payment Account for the Year
20	Program Name - Income and Expenditure Account for the Year
21	Program Name - Statement of Affairs for the Year

22	Program Name - Bank Reconciliation Statement as on dd/mm/yyyy
23	Program Name - Schedule of Fixed Assets as on dd/mm/yyyy
24	Program Name - Annexure of Another Program Advances as on dd/mm/yyyy
25	Program Name - Schedule of Fixed Assets Reserve Fund as on dd/mm/yyyy
26	Program Name - Annexure of Another Program Liabilities as on dd/mm/yyyy
27	Program Name - Schedule of Advances lying at Districts as on dd/mm/yyyy
28	Program Name - Annexure of Other Advances as on dd/mm/yyyy
29	Program Name - Annexure of Other Liabilities as on dd/mm/yyyy
30	Program Name - Annexure of Bank Reconciliation

S.No.	Report Title
Dashboard/MIS Reports	
A. State level	
1	Five Districts with highest expenditure
2	Top Five GM with % expenditure
3	Lowest Five GM with % expenditure
4	Five Districts with lowest expenditure
5	Program wise Report - District wise for a period within the FY
6	Main Activity wise Report - District wise for a period within the FY
7	Minor Activity Report - District wise for a period within the FY
8	Bank Release Activity-wise District-wise for a period within the FY
9	Opening Uncommitted Activity-wise District-wise for a period within the FY
10	Opening Adjustment Activity-wise District-wise for a period within the FY
11	Total Expenditure Activity-wise District-wise for a period within the FY
12	Committed Budget Activity-wise District-wise for a period within the FY
13	Committed Expenditure Activity-wise District-wise for a period within the FY
14	Consolidated Report for the entire State for a period within the FY
15	GM wise Report for a period within the FY
16	Program wise Report of SHS for a period within the FY
17	Main Activity wise Report of SHS for a period within the FY
18	Minor Activity GM wise Report of SHS for a period within the FY
19	FMR of SHS for a period within the FY
20	Committed Advance Activity and GM wise for a period within the FY
21	Committed Expense Activity and GM wise for a period within the FY
22	RoP Expenditure Activity and GM wise for a period within the FY

23	RoP Advance Activity and GM wise for a period within the FY
24	Committed Activity and GM wise for a period within the FY
25	RoP Activity and GM wise for a period within the FY

B. District level	
1	Financial Management Report of District xxxxxx for a period within the FY
2	Program wise Report of District xxxxxx for a period within the FY
3	Main Activity wise Report of District xxxxxx for a period within the FY
4	Minor Activity wise Report of District xxxxxx for a period within the FY

C. Other Reports	
1	FMR with Physical progress
2	Advances Program wise Location wise as on dd/mm/yyyy
3	Advances Location wise Program wise as on dd/mm/yyyy
4	Advances Agency wise Location wise Program wise as on dd/mm/yyyy
5	Fund Position Location-wise Program-wise as on dd/mm/yyyy

S.No.	Report Title
Grant Reports to Govt.	
1	Format 172
2	Program-wise progress of GoI Assistance
3	MPR - Format 1 - Scheme-wise details
4	MPR - Format 3 - GoI Assistance details
5	MPR - Format 5 - Details of important Schemes carried out in the Department
6	MPR - Fund with Bank/ Executing Agency
7	Details of funds released by State Govt. to SHS for the FY - 60/40
8	Central and State Share released by State Govt. against Central share
9	Program-wise proposals sent to the State Govt. for Sanctions
10	Program-wise Sanctions by Govt.
Monthly Review Reports	
1	Analysis of Cumulative Expenditure previous year and current year
2	Financial Statement - GM - upto month
3	Financial Statement - Total Districts - Program-wise
4	Financial Statement - Total Districts - Main Activity-wise

5	Financial Statement - Total Districts - Minor Activity-wise
6	Financial Statement - Total Districts - Minor Activity-wise
7	Cumulative Expenditure Comparison with month of Previous year - District wise
8	Cumulative Main Activity Expenditure Comparison with month of Previous year - District wise
9	Cumulative Negative Main Activity Expenditure Comparison with month of Previous year - District wise
10	Financial statement of the month for Monthly meeting

S.No.	Report Title
Committed	
1	Programme-wise Unspent Balance as on dd/mm/yyyy for a District
2	List of On-going activities to be carried out of Unspent balance during financial year
3	Signature Sheet for Programme Officer for Committed Proposal
4	Excess Committed Details
5	Committed Proposal of a BPMU/DPMU/SPMU
6	Committed Proposal of a District
7	Committed Proposal of the State
8	Committed Year-wise analysis
9	Committed Budget Report for a period
S.No.	Report Title
Audit	
1	Auditors empanelled
2	Districts assigned to Auditors
3	Auditors assigned to Districts
4	Auditor Visit Report
5	Audit Report
6	Audit Compliance Report

1.2.2 Challenges Faced

The key challenges being faced have been analyzed based on assessment of existing accounting and reporting processes. The section below describes the various challenges encountered by the end-user.

a. System and Data Accessibility

- i. Current system has a time lag of at least 5-30 days to finalize accounts for a month

- ii. No feature to import data from current system. Data has to be enter again at district and state level, which leads to inaccuracy.
- iii. The reporting system is not universally available to all users
- iv. District-level users are unable to view the performance of their blocks
- v. In current system, unit-wise committed amount report is not available

b. Reporting

- i. Reports requested by SPMU from PFMS have not been made available in the current system
- ii. Physical progress is not reported by districts and blocks within the system
- iii. Lack of standard reporting structure leads to inefficient and irregular financial and physical reviews systems at district and state level.
- iv. Lack of Dashboards leads to inadequate use of data for decision making
- v. Entire reporting system at SPMU is in Excel which creates possibility of inadvertent change for large files
- vi. In current system, unit-wise committed amount report is not available

c. Integration with PFMS

- i. Reconciliation with PFMS is difficult
- ii. No consolidated report for reporting expenditure of vendor and beneficiary
- iii. Lack of reliability as partial data is reported in PFMS
- iv. Extremely slow system when the user load is high or multiple users are using the system
- v. Cash book is not prepared in the current system

d. Data Consistency

- i. Current system uses incorrect accounting heads. Number of instances of variable accounting head at district and at SPMU level
- ii. FMR Code is incorrectly used either by the GM of the program or by Finance. There is no way of avoiding such a situation in the current system

In addition to the above, there are several other challenges with the system such as:

1. Current system does not provide feature to indicate the expenditure type – budget or committed – at the voucher preparation stage
2. Expenditure is reported in FMR Code for which fund was neither allotted nor committed
3. Current system does not have adequate protocols and features to ensure data security
4. In current system, as the data is not available in a centralized repository, lot of effort has to be put at all levels of operations to prepare reports, forwarding to next level and

consolidation. This also results in delay in finalization of reports with possibilities of typographical errors and inconsistencies.

5. Sharing of these reports with all stakeholders is also a huge challenge.
6. Some of these problems are also due to limitation of the current system (TALLY) which have issues related to FMR codes, real time centralized monitoring, customized reporting etc.

1.3 Proposed Solution

In order to improve budget utilization, financial management and performance of activities across all program and accounting units of the National Health Mission, a web-based on-line financial management, accounting and reporting system is proposed to be established in all accounting and program units. The system will enable automatic consolidation of accounting and reporting at district and state level and on-line availability and accessibility of all reports and balance sheets. Additionally, the system will be integrated with PFMS to ensure complete synchronization between payments and accounting. Furthermore, the system will facilitate access to the information at all levels and decision making. Detailed scope of work, As – is assessment of existing system and To – Be solution with list of indicative reports are provided in Schedule 3, 5 and 6 of Vol II.

1.4 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

Event Description	Date
Issue of Bidding Documents	20 th September 2018
Pre-bid meeting	27 th September 2018 at 3:00 pm
Publication of corrigendum (if required)	3 rd October 2018
Bid Due Date and time	15 th October 2018 at 3:00 pm
Opening of Qualification Bids	15 th October 2018 at 4:00 pm
Opening of Financial Bids, issue of LOA and signing of the Draft Service Agreement	To be declared post evaluation of technical bids

2. Instruction to Bidders

2.1 General terms of bidding

2.1.1 A Bidder shall submit Technical Proposal and Financial proposal on e-tender portal. A Bidder shall not be entitled to submit another bid for the same Project.

2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Draft Service Agreement shall have the meaning assigned thereto in the Draft Service Agreement.

2.1.3 The Bidding Documents shall be released on the e-tender portal i.e. <http://etender.up.nic.in> and/ or NHM-UP website (www.upnrhm.gov.in). Any modifications / addendum / responses to queries shall be updated on the e-tender website and the Bidders are requested to check the website regularly for updates. The Authority shall not undertake any responsibility, if any, Bidder fails to regularly check the website for addendums.

It shall be mandatory for the Bidders to get itself registered with the e-procurement portal i.e. <http://etender.up.nic.in>, to obtain user ID and password, in order to participate in this Bidding Process. For the avoidance of doubt, it is clarified that the mandatory registration and procurement of digital signature certification, should be in the name of bidder.

For avoidance of doubt, it is clarified that the Bid shall be submitted online on or before the Bid Due Date and time as specified in Clause 1.4. The Bidder shall deposit a non-refundable tender document fee of Rs. 5000/- (Rupees Five Thousand only) (the “Document Fee”) towards purchase of the Bidding Documents. The Bid Fee should be in form of Demand Draft/ Bankers Cheque/ Pay Order in favour of “**State Health Society, Uttar Pradesh**” payable at Lucknow from any Nationalized /Scheduled Bank in Authority’s account in accordance with the details provided in Appendix III.

The Bidder shall submit Document Fees, EMD and Power of Attorney to Bid in original as specified in in RFP as below:

Mission Director,
National Health Mission,
Vishal Complex, 19-A, Vidhan Sabha Marg,
Lucknow – 226 001, UP, India.
Phone- 0522-2237496, Fax 0522-2237574,
Email- mdupnrhm@gmail.com

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Service Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Draft Service Agreement.

2.1.5 The Authority has adopted a single-stage two envelope bid process (the “Bidding Process”) for the selection of a Bidder for award of the Project. All bidders for the Project shall simultaneously submit their relevant qualification details for the purpose of meeting Minimum Eligibility Criteria (“Qualification Bid”) and financial proposal (“Financial Bid”) payable by Authority against the services provided in accordance with terms of the RFP documents. In the first step, Qualification Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 2.2 and meet the Minimum Eligibility Criteria as set forth in Clause 3.1.3 of this RFP for undertaking the Project(s). The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Requirements (the “Qualified Bidders”) would be opened and evaluated for the purpose of identifying the Selected Bidder for the Project.

2.1.6 The Qualification Bid shall be furnished as per formats provided in Appendix-I of this RFP online only.

2.1.7 The Financial Bid for the Project should be furnished as per the format set forth in Appendix–II online, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.8 The Financial Bid shall be submitted online only (not to be submitted in hardcopy) for the Project sought by the Bidder from the Authority. The payment shall be payable by the Authority to the Service Provider as per the terms and conditions of this RFP and particularly subject to and in accordance with the Draft Service Agreement (enclosed as Volume II).

2.1.9 The Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format set forth in Annexure E of Appendix – I.

2.1.10 In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to INR Two Lakh Fifty Thousand only/- (Rupees 2,50,000/- only) (the “Bid Security”). The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Draft Service Agreement.

2.1.11 The Bidder should submit a Power of Attorney as per the format set forth in Annexure D of Appendix-I, duly supported with a charter document or board resolution in favour of executant authorising the signatory of the Bid to commit the Bidder.

2.1.12 Any condition or qualification or any other stipulation contained in the Bid which is not complied with by the Bidder shall render the Bid liable to rejection as a non-responsive Bid.

2.1.13 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language and any queries or request for additional information concerning this RFP shall be submitted through e-mail to mdupnrhm@gmail.com before the last date of receiving queries as per Clause 1.4. The email shall clearly bear the following identification/ title:

“Queries/Request for Selection of System Integrator for Design, Development and Implementation of web based Financial Management System (FMS) for National Health Mission in the State of Uttar Pradesh”

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

2.1.16 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.16 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.

2.1.17 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. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and is not by way of penalty for, inter alia, the time, cost and effort of the Authority, including

consideration of such Bidder's proposal ("Damages"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) 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 a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty 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 not more than 25% (Twenty 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 2(72) of the Companies Act, 2013. For the purposes of this Clause, 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% of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder in any of the Projects; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is control by, or is under common control with such Bidder(the “Associate”). 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 share capital 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, whether by operation of law or otherwise.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

2.1.18 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.19 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

2.2 Eligibility of Bidders

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

S.No.	Criteria	Documents Required
1.	Bidder should be registered in India under companies Act 1956/2013 or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008	Certificate of incorporation, GST and PAN details
2.	Bidder should not be blacklisted by Multi Lateral Funding Agency / Govt. Of India/ any State Government / PSU's as on the date of bid submission	Declaration from Authorized Signatory to be submitted as part of bid cover letter
3.	Bidder should have experience of design, development, IT support and maintenance for software hosted using cloud services as on the date of bid submission	Copy of Work order + Completion certificate (in case of project is under O&M phase, the phase completion certificate for implementation phase may be submitted)

4.	Bidder should have experience in at least one IT project related to design, development and implementation of accounting/ financial management for any Government department/Agency/ PSU in India as on the date of bid submission	Copy of Work order + Completion certificate (in case of project is under O&M phase, the phase completion certificate for implementation phase may be submitted)
5.	The Bidder should have experience in implementation of atleast 1 project having software development, implementation and support with minimum order value of INR 1 Cr for any Government department/Agency/ PSU in India during last 5 years as on the date of bid submission	Copy of Work order + Completion certificate (in case of project is under O&M phase, the phase completion certificate for implementation phase may be submitted)
6.	Bidder should possess CMMI Level 3 or ISO 9001:2008	Copy of valid certificate
7.	The Bidder must have average annual turnover of Rs. 5 Crore in last three financial year ending at 31/03/2018 from IT Services	Extracts from Audited Balance sheet and Profit Loss or certificate from statutory auditor
8.	Bidder must have at least 25 full time employees in its pay roll as on date of submission of bid	Declaration from Human Resource Department of the bidder

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges and undertakes that it is meeting the Minimum Eligibility Criteria on the basis of Technical Capacity and Financial Capacity. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Draft Service Agreement, and a breach thereof shall, notwithstanding anything to the contrary contained in the Draft Service Agreement, be deemed to be a breach of the Draft Service Agreement and dealt with as such thereunder

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In such an event, notwithstanding

anything to the contrary contained in the Draft Service Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Verification of information

It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters;
- d) satisfied itself about all matters, things and information including matters 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 thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to 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 Draft Service Agreement; and
- f) agreed to be bound by the undertakings provided by it under and in terms hereof.
- g) The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. 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 thereunder.

2.6.2 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 eligible Bidders to submit fresh Bids hereunder.

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the selected Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (a) to choose the Selected Bidder in accordance with Clause 2.2, 3.1.3 and 3.1.4 or;
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.4 In case it is found during the evaluation or at any time before signing of the Draft Service Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the Minimum Eligibility Criteria 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 Service Provider either by issue of the LOA or entering into of the Draft Service Agreement, and if the Bidder has already been issued the LOA or has entered into the Draft Service 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 or Service Provider, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

I Formats for Qualification Bid

- ANNEXURE A Bid Checklist
- ANNEXURE B Letter comprising the Bid
- ANNEXURE C General Information of Bidder
- ANNEXURE D Power of Attorney for Signing of Bid
- ANNEXURE E Bid Security (Bank Guarantee)
- ANNEXURE F Technical Capacity of Bidder
- ANNEXURE G Financial Capacity of Bidder
- ANNEXURE H Summary of Experience and Citation details
- ANNEXURE I Format for providing Curriculum Vitae

II. Format for Financial Bid

III. E-Tendering Details

The Draft Service Agreement (Volume II) as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority by e-mail in accordance with Clause 2.1.15. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.4. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses without identifying the source of queries will be uploaded on the e-tendering portal of the Authority.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any

clarification.

- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Amendment of RFP

- 2.9.1 If NHM deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements/corrigendum to this RFP. Such supplemental information will be communicated to all the bidders by e-mail or fax and will also be made available on NHM website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- 2.9.2 At any time prior to the deadline (or as extended by NHM) for submission of bids, NHM, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, NHM may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.
- 2.9.3 In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, NHM, at its discretion, may extend the deadline for the submission of bids.

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFP and upload the same on

the e-tendering portal i.e. <http://etender.up.nic.in> as a part of its online submission of Bid as well as by way of physical submission of original copy of the information/documents comprising the Bid as per the requirements of this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.11 Making of Bids

2.11.1 The Bidder shall prepared the Qualification Bid in the formats specified under Appendix-I, and upload the scanned version of the documents comprising the Enclosures of Bid (digitally signed on all pages with page numbering) as listed in Appendix III, on the e-tendering portal of the Authority. The Qualification Bid shall include:

- a. Bid Checklist (Appendix – I - **ANNEXURE A**);
- b. Letter comprising the Bid (Appendix – I - **ANNEXURE B**);
- c. Bid Document Fees
- d. General Information of Bidder (Appendix – I - **ANNEXURE C**);
- e. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE D**);
- f. Bid Security (Appendix – I - **ANNEXURE E**);
- g. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE F**);
- h. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE G**);

2.11.2 The Bidder shall separately upload the Financial Bid for the Project in the format specified in Appendix – II on the e-tendering portal of the Authority. For avoidance of doubt, the Financial Bid shall only be submitted online on the e-tendering portal.

2.11.3 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Late Bids

Online submission would not be possible beyond the time specified in Clause 1.4 of this RFP.

2.13 Contents of the Bid

2.13.1 The Qualification Bid for the Project(s) shall be furnished in the formats provided under Appendix – I.

2.13.2 The Financial Bid for the Project shall be furnished in the format at Appendix – II

2.13.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.13.4 The proposed Draft Service Agreement shall be deemed to be part of the Bid.

2.14 Modifications/ Substitution/ Withdrawal of Bids

2.14.1 The Bidder may modify, substitute or withdraw its Bid prior to the Bid Due Date on the website. However, no Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15 Rejection of Bids

2.15.1 If any Bid received by the Authority is not submitted in accordance with this RFP, and/or not accompanied by the Bid Security as specified in Clause 2.20, it may be summarily rejected.

2.15.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.

2.15.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16 Bid Due Date and time

2.16.1 Bids should be submitted before the time specified in Clause 1.4 on the Bid Due Date in the manner and form as detailed in this RFP.

2.16.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will 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.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of a bank guarantee issued by a Nationalized / Scheduled Bank in India, in favour of the State Health Society, Uttar Pradesh payable at Lucknow, in the format set forth in Annexure D of Appendix –I (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized/ scheduled bank in India is required. For the avoidance of doubt, “**Scheduled Bank**” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- 2.20.4 The Selected Bidder(s)’ Bid Security will be returned, without any interest, upon the Bidder signing the Draft Service Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder(s)’ option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Draft Service Agreement.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Draft Service 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 the Bidder from time to time;
- (c) In the case of Selected Bidder(s), if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Draft Service Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed thereof in the Draft Service Agreement;
- (d) In case the Selected Bidder(s), having signed the Draft Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.20.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of 60 (sixty) days from the date of intimating the rejection of the proposal by Authority to the Bidder.

3. Evaluation of Bids

3.1 Opening and Evaluation of Bids

3.1.1 Opening of the bid

- a) The Bids shall be opened by NHM in presence of those Bidders or their representatives who may be present at the time of opening.
- b) The representatives of the bidders should be advised to carry the identity card or a letter of authorization from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

3.1.2 Preliminary examination of the bid

Evaluation Committee shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Evaluation Committee and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a) Not submitted in format as specified in the RFP document
- b) Received without the Letter of Authorization (Power of Attorney)
- c) Found with suppression of details
- d) With incomplete information, subjective, conditional offers and partial offers submitted
- e) Submitted without the documents requested
- f) Non-compliant to any of the clauses mentioned in the RFP
- g) With lesser validity period

3.1.3. Evaluation of bidders

The Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

(a) Pre-qualification

Each of the Pre-Qualification condition mentioned in Section 2.2 is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation.

(b) Technical evaluation

Evaluation of the Technical Proposals of only those interested Bidders, who qualify the eligibility requirements stated above, will be carried out. Evaluation of Technical proposals will be done on the basis of the evaluation criteria, sub-criteria as specified in this RFP Document which also involves Technical Presentation by all eligible Interested Bidder to the Evaluation Committee on their understanding of the assignment along with proposed approach & methodology.

Financial proposals of those interested Bidders who score 70% or above in technical bid shall be opened publicly on the date & time to be intimated later after evaluation of Technical Bid.

Sr.No	Technical Criteria	Maximum Marks
1	TE-General	20
2	TE-Past Experience	40
3	TE-Resources	20
4	TE-Solution Design	5
5	TE-A&M	10
6	TE-Technical Presentation	5
Grand Total		100

Sr.No	Criteria	Basis of Evaluation	Documents Required	Maximum Marks

Sr.No	Criteria	Basis of Evaluation	Documents Required	Maximum Marks
1	General	The Bidder must have average annual turnover of Rs. 5 Crore in last three financial year ending at 31/03/2018 from IT Services a. ≥ 5 Cr to < 10 Cr = 5 Marks b. ≥ 10 Cr to < 15 Cr = 7 Marks c. ≥ 15 Cr = 10 Marks	Extracts from Audited Balance sheet and Profit Loss or certificate from statutory auditor	10
2		Bidder should possess CMMI Level 3 or ISO 9001:2008 a. CMMI Level 3 or higher = 3 Marks b. Both (ISO 9001:2008 and CMMI) = 5 Marks	Copy of Valid Certificates	5
3		Bidder must have at least 25 full time employees in its pay roll working as part of IT implementation / maintenance projects on date of submission of bid a. 25 to 49 = 3 Marks b. 50 to 74 = 4 Marks c. ≥ 75 = 5 Marks	Declaration from Human Resource Department of prospective bidder	5
4	Past Experience	The Bidder should have experience in implementation of projects having software development, implementation and support for any Government department/Agency/ PSU in India as on the date of bid submission.	Copy of Work order + Completion certificate (in case of project is under O&M phase the phase completion certificate for implementation	10

Sr.No	Criteria	Basis of Evaluation	Documents Required	Maximum Marks
		Maximum of cumulative value of two projects will be considered for evaluation a. Project value $\geq 1\text{Cr}$ to $< 3\text{Cr}$ = 5 Marks b. Project value $\geq 3\text{Cr}$ to $< 5\text{Cr}$ = 7 Marks c. Project value $\geq 5\text{Cr}$ = 10 Marks	phase may be submitted)	
5		Bidder should have experience of IT projects related to design, development and implementation of accounting/ financial management for any Government department/Agency/ PSU in India as on the date of bid submission a. 1 project = 5 Marks b. 2 projects = 7 Marks c. 3 or more projects = 10 Marks	Copy of Work order + Completion certificate (in case of project is under O&M phase the phase completion certificate for implementation phase may be submitted)	10
6		Bidder should have experience of design, development and implementation of projects for at least 500 users as on the date of bid submission a. ≥ 500 users to < 2000 users = 5 Marks b. ≥ 2000 users to < 5000 users = 7 Marks c. ≥ 5000 users = 10 Marks	Copy of Work order + Completion certificate (in case of project is under O&M phase the phase completion certificate for implementation phase may be submitted)	10
7		Bidder should have experience of successful implementation of projects of minimum value 25	Copy of Work order + Completion certificate (in case of	10

Sr.No	Criteria	Basis of Evaluation	Documents Required	Maximum Marks
		Lakh on same technology (Open source) as proposed part of solution in response to this bid as on the date of bid submission a. 1 project = 5 Marks b. 2 projects = 7 Marks c. 3 or more projects = 10 Marks	project is under O&M phase the phase completion certificate for implementation phase may be submitted)	
8	Resources	Project Manager: Should have successfully delivered at least 2 IT projects, out of which at least 1 preferably of similar scope and nature. Industry accreditation preferred a) Educational Qualification – BE / B. Tech / MCA i. BE / B. Tech / MCA + MBA – 1 Marks b) Experience – Total Experience = 8 or more years - 2 Marks Experience as Team Lead / Project Manager for IT Project – 5 or more years – 3 Marks	Detailed profile and consent for deployment on the project	6
9		Business Analyst: a. Educational Qualification - BE / B. Tech / MCA b. Total Experience = 3 or more Years - 1 Mark c. Relevant Experience = 2 or more Years – 2 Marks	Detailed profile and consent for deployment on the project	3
10		Solution Architect/DBA: a. Educational Qualification - BE / B. Tech / MCA b. Total Experience = 5 or more years – 1 Mark	Detailed profile and consent for deployment on the	4

Sr.No	Criteria	Basis of Evaluation	Documents Required	Maximum Marks
		c. Relevant Experience as solution architect = 3 or more years – 3 Marks	project	
11		Infrastructure and Networking Expert: Industry accreditation preferred a. Educational Qualification - BE / B. Tech / MCA b. Total Experience = 5 or more years – 1 Mark c. Relevant Experience = 3 or more years – 2 Marks	Detailed profile and consent for deployment on the project	3
12		Manager Operations: a. Educational Qualification – BE / B. Tech / MCA b. Experience – c. Total Experience = 4 or more years - 1 Mark d. Experience as Team Lead / Operations Manager for IT Project = 2 or more years – 3 Marks	Detailed profile and consent for deployment on the project	4
13	Solution Design	Solution Architecture: 1. Application platform and architecture (Marks awarded for platform, configurable workflow, cloud support, integration capability). Solution and database is to be open source 2. Compliance to application acceptance criteria (Marks awarded for compliance to performance metrics defined in Schedule 3 Vol II)	To be included in Technical Proposal	3
14		Innovation Innovativeness of solution / components / design elements	To be included in Technical Proposal	2
15	Approach & Methodology	Project / Work Plan Project Plan (including Activities, Milestones, Deliverables, Dependencies, team structure, deployment plan of resources as per project activities etc.)	To be included in Technical Proposal	3

Sr.No	Criteria	Basis of Evaluation	Documents Required	Maximum Marks
16		Integration Approach Detailed approach to be provided considering the integration with PFMS and any other external systems	To be included in Technical Proposal	3
17		Training Details of training proposed (TTT), types of training manuals and training assessment methodology	To be included in Technical Proposal	2
18		Data Migration / Migration to Govt Cloud a) Details of migration of legacy data from existing Tally systems b) Details of migration of FMS and related data from vendor CSP to Govt Cloud	To be included in Technical Proposal	1
19		Exit Management Details of handover and transfer of artefacts, software codes, and related licenses / knowledge	To be included in Technical Proposal	1
20	Technical Presentation	Technical Presentation Clarity of bidders' proposal reflected in the understanding of requirements and completeness of Solution, including verification of claims of bidders' compliance of the proposed solution, where feasible. This shall cover all aspects described in A&M as well	Presentation by prospective bidder	3
21		Interaction with Project Manager and Solution Architect	Presentation by prospective bidder	2

3.1.4 Financial evaluation

- NHM will evaluate the technical proposal first. The minimum qualifying score for the technical bid shall be 70. The financial bids of only those bidders will be opened whose score is 70 or above in technical evaluation.
- NHM will open the financial proposals of the technically qualified bidders in presence of those bidders or their representatives whose bids are short listed for financial evaluation

- The selection of Bidder will be done on the basis of Combined Quality and Cost Based Selection (70:30).
- The proposal with lowest evaluated cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- Composite Evaluation
 - T: Technical Proposal evaluation score out of 100
 - F: Financial Proposal evaluation = $100 \times Af / Bf$
 - Where Af= Price of lowest responsive bidder and Bf= Price of any other bidder
 - The Final Total score will be worked out by adding the weighted marks on technical and
 - financial proposals i.e. Final Score for particular bidder $C = T \times 0.70 + F \times .30$
 - Ranking of the firms shall be done on the basis of combined score in accordance with clause above.
 - If there is a discrepancy in total value then the total coming after summing the individual values of the items shall prevail.
- If there is a discrepancy in total value written in figures and words then the total value written in words shall prevail.
- No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Bidder does not accept the correction of errors if any, its e-Bid shall be rejected and its bid security may be forfeited.

3.2 Contacts during Bid Evaluation

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

4. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Draft Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Draft Service Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Draft Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Without prejudice to the rights of the Authority under Clause 2.14.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Draft Service Agreement, if a Bidder or Service Provider, 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, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Draft Service Agreement, such Bidder or Service Provider 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 Service Provider, 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, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means 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 LOA or has dealt with matters concerning the Draft Service 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);

- 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 practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“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
- e) **“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

Pre-Bid Conference, as per clause 1.4, may incorporate any changes in the RFP based on acceptable suggestions interacted during the pre-bid conference. The decision of NHM regarding acceptability of any suggestion shall be final. It may not be possible at the Pre-Bid Conference to answer questions which are received late. However, prospective bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the particular RFP.

NHM shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference.

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, Uttar Pradesh 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) suspend and/or 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; 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, present or future.

7. Appendix – I: Formats for Qualification Bid

7.1 Annexure -A: Bid Checklist

S. No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix – I - ANNEXURE B);		
2	Document Fee as prescribed in section 2.1		
3	General Information of Bidder (Appendix – I - ANNEXURE C)		
4	Power of Attorney for signing of Bid in the prescribed format duly supported by a charter document or board resolution in favour of executant (Appendix – I - ANNEXURE D);		
5	Bid Security in the prescribed format (Appendix – I - ANNEXURE E);		
6	Technical Proposal of the Bidder with each page duly numbered and signed by the person signing the Bid in pursuance of the Power of Attorney (Appendix – I - ANNEXURE F);		
7	Financial Capacity of the Bidder (Appendix – I - ANNEXURE G);		
8	A copy of the Draft Service Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney		

7.2 Annexure - B: Letter Comprising the Bid

Dated:

To

Mission Director,

National Health Mission, Uttar Pradesh

SPMU

19 A Vishal Complex, Vidhan Sabha Marg, Lucknow – 226001

Sub: Bid for Selection of System Integrator for Design Development and Implementation of web based Financial Management System (FMS) for National Health Mission in the State of Uttar Pradesh

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the design, development, and implementation of the Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.17 of the RFP;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

- practice, as defined in section 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- e) I/ We hereby declare that we have not been blacklisted by any State/Central/UT Government Deptt/Organization/ Institution as on the date. In case any event happen during the bid evaluation process, we submit the relevant information proactively to department and under such circumstances department has right to reject the bid. Department has right to reject the bid if the information has not been furnished in time in accordance with clause 2.6 of RFP.
8. 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 Projects, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RFP.
9. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community. . The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
10. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/ We further certify that no Directors/ Authorised signatory / President / Chairperson / Trustee of _____ has either been indicted by any judicial or regulatory forum or any adverse order passed against it or been convicted of any offence under the applicable laws
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 provisions of this RFP, we shall intimate the Authority of the same immediately.
13. I/ We understand that the Selected Bidder shall be an existing {Company/ Trust/ Society etc.} incorporated under relevant laws of India or from outside India under equivalent law and shall incorporate a company under the Companies Act prior to execution of the Draft Service

Agreement.

14. I/We hereby irrevocably waive any right 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 Project(s) and the terms and implementation thereof.
15. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Draft Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the Bidding Documents carefully. I/ We understand that except to the extent as expressly set forth in the Service Agreement, I/ 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 it.
17. The fee quoted in the financial document has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; Draft Service Agreement, our own estimates of costs, volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
18. I/We offer a Bid Security of {Rs 2,50,000 (Rupees Two Lakh Fifty Thousand Only) for the Project to the Authority in accordance with the RFP.
19. The Bid Security in the form of a Bank Guarantee is attached.
20. 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 / Contract is not awarded to me/us or our Bid is not opened.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP.
22. We agree and undertake to be jointly and severally liable for all the obligations of the Service Provider under the Draft Service Agreement till the Term of the Project in accordance with the Service Agreement. }

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

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder

7.3 Annexure - C: General Information of Bidder

1. Bidder Information
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the {Company/Trust/ Society etc.} including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - g) Fax Number:
 - h) Mobile Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:
 - f) Mobile Number:
5. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

7.4 Annexure - D: Power of Attorney for Signing of Bid

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. _____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Bid forin the State of Uttar Pradesh (“**Project**”) proposed or being developed by the National Health Mission, Government of Uttar Pradesh (the “**Authority**”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Draft Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the Draft Service Agreement with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated competent authority of the issuing country.

7.5 Annexure -E: Format for Bid Security (Bank Guarantee)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

To,

Mission Director

National Health Mission, Uttar Pradesh

Vishal Complex, 19 A, Vidhan Sabha Marg,

Lucknow

1. In consideration of you, the National Health Mission, Government of Uttar Pradesh, having its office at Lucknow, Uttar Pradesh (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ {a Company registered under the provisions of the Companies Act/a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies or any other Indian law for registration of public trust or a sole proprietorship or partnership registered under the relevant laws of incorporation or any other entity or any combination of them} and having its registered office at _____ {and acting on behalf of its Consortium} (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for “**Bid for Selection of System Integrator for Design Development and Implementation of web based Financial Management System (FMS) for National Health Mission in the State of Uttar Pradesh**” (hereinafter referred to as the “Project”) pursuant to the RFP Document dated ***** issued in respect of the Project(s) and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at [insert address of registered office] and one of its branches at [insert branch address in Lucknow] Lucknow (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.11 read with Clause 2.1.12 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and

conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupeesonly) as bid security (hereinafter referred to as the “Bid Security”) encashable/ payable at any of our branches including our [insert branch address in Lucknow] branch at Lucknow as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
 - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
 - b) This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
 - c) We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences

between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to our branch [insert branch address] at Lucknow and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- h) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have

obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. ____ ____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

7.6 Annexure -F: Technical Capacity of Bidder

Bidders shall submit their Technical Bid comprising of following documents:

- a) Documents providing details to satisfy requirements specified under eligibility criteria as per Section 2.2 (Technical Proposal of those bidders who fulfill eligibility criteria will only be evaluated)
- b) Technical bid comprising of supporting documents providing details as per technical evaluation criteria defined under Section 3. Information shall be furnished as per following formats only
 - Section TE – General - Bidders shall submit details of their experiences in following summary table with detailed citation as per format defined below as per technical evaluation criteria of this RFP
 - Section TE – Past Experience – Bidders shall submit details of their experiences in following summary table with detailed citation as per format defined below as per technical evaluation criteria of this RFP
 - Section TE – Resources – Bidders shall submit details of the resources as per Annexure I
 - Section TE - Solution Design – Bidder shall submit details of solution proposed alongwith the compliances in terms of scope of work, functionalities, requirements detailed in Schedules 4,5 and 6
 - Section TE - Approach and Methodology – Bidder shall submit detailed approach and methodology for the implementation of FMS covering areas defined under evaluation criteria

7.7 Annexure - G: Financial Capacity of Bidder

(To be certified by the statutory auditor)

(In Rs. Crore)

Bidder Name	Turnover of Financial Year (2015- 2016)	Turnover of Financial Year (2016- 2017)	Turnover of Financial Year (2017- 2018)

Signature of Statutory Auditor

Name of Statutory Auditor

Name of Company

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2 of the RFP. The financial statements shall:
 - a) reflect the financial situation of the Bidder
 - b) be audited by a statutory auditor
 - c) be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

7.8 Annexure - H : Summary of Experience and Citation details

Summary of experience in similar projects

S.No	Name of the project	Name of the client	Description of the project (clearly describing the components of the project)	Year of commencement of operations	Year of end of operations (if any)	Value of Works executing/executed

b)Project Citation Template

Name of Assignment	
Name of the client/customer and contact person details	
Start Date and End Date	
Current Status (if work in progress/completed – if completed than completion certificate from client need to be enclosed)	
Contract Tenure	
Number of Man Months involved	
Name of the associated partners, if any	
Order Value of the project (in lakhs)	
Details of the staff involved	
Value of Services (in lakhs)	
Narrative description of scope of services	

7.9 Annexure - I : Format for providing Curriculum Vitae (CV)

1. Proposed Position			
2. Name of Staff			
3. Name of Firm			
4. Position held in Firm			
5. Date of Birth			
6. Education			
School, college and/or University Attended	Degree/certificate or other specialized education obtained	Year of Passing	
7. Membership of Professional Associations	•		
8. Other Relevant Training			
9. Countries of Work Experience	•		
10. Languages			
Language	Speaking	Reading	Writi
11. Employment Record			
From	To	Employer	Positions
12. Detailed Tasks Assigned	Work Undertaken that best illustrates capability to handle the tasks assigned Name of Assignment: Client: Positions held: Activities Performed:		

- Certification

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

Further, I am also providing my consent for the deployment for this project as part of onsite team in Lucknow.

Signature of the Staff

Date:

Full name of Authorized Representative:

8. Appendix – II: Format for Financial Bid

Bid Submission Letter

Dated:

To

Mission Director,

National Health Mission, Uttar Pradesh

SPMU

19 A Vishal Complex, Vidhan Sabha Marg, Lucknow – 226001

Sub: Bid for Selection of System Integrator for Design Development and Implementation of web based Financial Management System (FMS) for National Health Mission in the State of Uttar Pradesh

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We, undertake that the quoted prices are in conformity with prescribed requirements and inclusive of all costs relating to work execution. The prices also include all type of taxes/duties as mentioned in the financial bid.
3. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
4. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document. The Financial bid submitted hereof shall be applicable on us during the contract period in accordance with the provision of Bidding Documents.

Yours faithfully,

Date: _____ (Signature of the Authorised signatory)

Place: _____ (Name and designation of the of the Authorised signatory)

Name and seal of Bidder

Price Bid

Sl. No.	Item Description	Basic Price (Rs)	Tax	Total Amount (Rs) with Taxes	Total Amount in Words
1	Cost of design, development, implementation and maintenance of web base Financial Management System for NHM UP				

9. Appendix III: -E-Tendering Details

9.1 Submission of e-Bids

The e-Bid Submission module of e-Tender portal <http://etender.up.nic.in> enables the bidders to submit the e-Bid online against the e-Tender published by the NHM-UP. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the e-Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-Tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the Tender schedule. Once the e-Bid submission date and time is over the Bidders cannot submit their e-Bid. For delay in submission of e Bids due to any reasons, the Bidders shall only be held responsible.

The Bidders have to follow the following instructions for submission of their e Bids:

For participating in e-Tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-Tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of Rs. 6000/- (Rupees Six thousand only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/ assistance etc. on e-Tender portal <http://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the DSC is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplc.in along with the payment of fee of Rs. 1500/- per person, The Bidder is also advised to register his/her DSC on e-Tender portal well in advance before Bid

submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-Tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The NHM-UP shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format. After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc. (Appendix "I") of this RFP document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted. Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will

be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

9.2 Account information for NEFT/IMPS transaction

Account number: 30158314481

Account holder's name: State Health Society of U.P.

Bank: State Bank of India

IFSC: SBIN0006893