



REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF SERVICE PROVIDER FOR DATA ENTRY SERVICES IN UP

PART I – Instructions to Bidders

Issue Date: _____ Number: _____

RFP Reference: **SPMU/MIS/DE Outsourcing/90/2016-17**

National Health Mission, Uttar Pradesh

Mission Director, NHM-UP

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05th January, 2017

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Glossary

S. No.	Item	Abbreviation Description or Definitions / Interpretations
1.	AD-Division	Additional Director-Division
2.	BG	Bank Guarantee
3.	Bidder	A Sole Bidder or the Principal / Lead Bidder in a Consortium
4.	BPM	Block Programme Manager
5.	CHC	Community Health Centre
6.	CMO	Chief Medical Officer
7.	CMS	Chief Medical Superintendent
8.	Contract Authority	Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
9.	DD	Demand Draft
10.	DEO	Data Entry Operator
11.	DGMH	Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
12.	DPM	District Programme Manager
13.	EMD	Earnest Money Deposit or Bid Security
14.	FDR	Fixed Deposit Receipt
15.	HMIS	Health Management Information System
16.	ICT	Information & Communication Technology
17.	MCTS	Mother and Child Tracking
18.	MO I/C	Medical Officer In-charge
19.	NHM	National Health Mission
20.	Nodal Authority	Mission Director, National Health Mission, Uttar Pradesh
21.	PAN	Permanent Account Number
22.	Paying Authority	A Nodal Authority/Person nominated by the State Government
23.	PHC	Primary Health Centre
24.	POA	Power of Attorney
25.	RFP	Request for Proposal
26.	SC	Sub-Centre
27.	TDS	Tax Deducted at Source
28.	UPHMIS	Uttar Pradesh Health Management Information System
29.	VCM	Validation Committee Meeting

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1 RFP for Appointment of Service Provider for HMIS/UPHMIS/MCTS Data Entry Services in Uttar Pradesh

1.1 Disclaimer

The information contained in this Request for Qualification cum 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 Nodal 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 Nodal 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 Nodal 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 Nodal 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 Nodal Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Nodal 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 Nodal 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 Nodal 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 Nodal Authority is bound to select a Bidder or to appoint the Selected Bidder for the Projects and the Nodal 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 Nodal 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 Nodal 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.

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder / Service Provider set forth in the Service Agreement or the Nodal Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to this RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Nodal Authority.

1.2 Notice Inviting Bid and Bid Data Sheet

Mission Director, National Health Mission, Uttar Pradesh hereinafter known as the Nodal Authority, issuing this RFQ cum RFP, invites bids from eligible Service Providers for data entry services.

The bidders are being provided with this **Bid Data Sheet (BDS)** comprising of important, factual data on the bid.

S. No.	Description	Schedule																		
1.	Date of Sale of Bid documents - Opens	05/01/2017																		
2.	Website for download of Bid Documents	http://upnrhm.gov.in/tenders.php																		
3.	Cost of Bid Enquiry document	Cost of Bid Enquiry document will be non-refundable fee of Rs. 15,000/- (Rupees Fifteen Thousand Only), even if a bidder opts to apply for more than one cluster.																		
4.	Method of Selection	Technically Qualified bidder with Least Cost Financial Bid																		
5.	Pre-Bid meeting date and time	16/01/2017 at 12 P.M.																		
6.	Pre-Bid meeting venue.	19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow																		
7.	Bid Submission date and time	10/02/2017 at 1 P.M.																		
8.	Time, date and venue of opening of Technical Bid	10/02/2017 at 3 P.M. at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow																		
9.	Bid Clusters (Part of Scope of Work)	Total of 8 Clusters, covering 820 Blocks, 158 District Hospitals, 75 District HQ with CMOs and 18 Divisions, are open for bidding (Cluster details are included in Appendix A). A Bidder can bid for one or more Clusters, and up to a maximum of 4 Clusters.																		
10.	EMD (Earnest Money Deposit)	<table><tr><th>CLUSTER</th><th>EMD PER CLUSTER (IN RS. LAKHS)</th></tr><tr><td>CLUSTER 1</td><td>2.60</td></tr><tr><td>CLUSTER 2</td><td>3.20</td></tr><tr><td>CLUSTER 3</td><td>3.40</td></tr><tr><td>CLUSTER 4</td><td>3.00</td></tr><tr><td>CLUSTER 5</td><td>2.40</td></tr><tr><td>CLUSTER 6</td><td>2.60</td></tr><tr><td>CLUSTER 7</td><td>2.80</td></tr><tr><td>CLUSTER 8</td><td>2.70</td></tr></table> If a bidder opts to bid for more than one cluster, the bidder will need to furnish as EMD an amount equal to the arithmetic sum of EMD for each cluster that the bidder intends to bid for.	CLUSTER	EMD PER CLUSTER (IN RS. LAKHS)	CLUSTER 1	2.60	CLUSTER 2	3.20	CLUSTER 3	3.40	CLUSTER 4	3.00	CLUSTER 5	2.40	CLUSTER 6	2.60	CLUSTER 7	2.80	CLUSTER 8	2.70
CLUSTER	EMD PER CLUSTER (IN RS. LAKHS)																			
CLUSTER 1	2.60																			
CLUSTER 2	3.20																			
CLUSTER 3	3.40																			
CLUSTER 4	3.00																			
CLUSTER 5	2.40																			
CLUSTER 6	2.60																			
CLUSTER 7	2.80																			
CLUSTER 8	2.70																			
11.	Essential conditions of bidding	Bidders have the option to bid for one or more cluster(s), up to a maximum of four (4). A bidder may be awarded more than one cluster if the bidder is																		

S. No.	Description	Schedule																		
		qualified for undertaking multiple clusters.																		
12.	Bid Parameter(s)	SINGLE Financial Bid Price quoted by the Bidder shall be the “ Evaluated Total Cost ” it will charge <u>per Month per Cluster</u> for the Data Entry Operator Services																		
13.	Performance Security	<table><tr><th>CLUSTER</th><th>PERFORMANCE SECURITY PER CLUSTER (IN RS. LAKHS)</th></tr><tr><td>CLUSTER 1</td><td>38.80</td></tr><tr><td>CLUSTER 2</td><td>47.80</td></tr><tr><td>CLUSTER 3</td><td>51.50</td></tr><tr><td>CLUSTER 4</td><td>44.20</td></tr><tr><td>CLUSTER 5</td><td>36.40</td></tr><tr><td>CLUSTER 6</td><td>38.20</td></tr><tr><td>CLUSTER 7</td><td>41.90</td></tr><tr><td>CLUSTER 8</td><td>41.10</td></tr></table> If a bidder wins more than one cluster, the bidder will need to furnish as Performance Security an amount equal to the arithmetic sum of Performance Security for each cluster that the bidder has won.	CLUSTER	PERFORMANCE SECURITY PER CLUSTER (IN RS. LAKHS)	CLUSTER 1	38.80	CLUSTER 2	47.80	CLUSTER 3	51.50	CLUSTER 4	44.20	CLUSTER 5	36.40	CLUSTER 6	38.20	CLUSTER 7	41.90	CLUSTER 8	41.10
CLUSTER	PERFORMANCE SECURITY PER CLUSTER (IN RS. LAKHS)																			
CLUSTER 1	38.80																			
CLUSTER 2	47.80																			
CLUSTER 3	51.50																			
CLUSTER 4	44.20																			
CLUSTER 5	36.40																			
CLUSTER 6	38.20																			
CLUSTER 7	41.90																			
CLUSTER 8	41.10																			

1.3 Structure of the RFP

This RFP document issued by the **Nodal Authority – Mission Director, National Health Mission, Uttar Pradesh** for the Selection of Service Providers for HMIS/UPHMIS/MCTS data entry services, comprises of the following.

1.3.1 Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:

- a) General instructions to Bidders for bidding process (Section 1.5)
- b) Bid evaluation process including the parameters for Bid Qualification, Technical responsiveness evaluation and financial evaluation to facilitate Nodal Authority in determining bidder's suitability as the Service Provider (Section 1.6)
- c) Bidder's appointment process (Section 1.7)
- d) Payment Terms (Section 1.9)
- e) Bid submission document formats (Appendix B, C, D, E, F, G, I, & K)

1.3.2 Delivery Requirements of the project. The contents of the document broadly cover the following areas:

- a) About the project and its objectives (Section 1.4)
- b) Scope of work for the Bidder (Section 1.8)
- c) Service requirements for the Bidder (Section 1.8)

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become Service Provider to the Authority.

*Note: A Service Contract Agreement would be provided separately as **Part II – Draft Contract Agreement**.*

The bidders are expected to examine all Instructions, Forms, Terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a bid not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

1.4 Background Information

1.4.1 Basic Information

- a) Nodal Authority, **Mission Director, National Health Mission, Uttar Pradesh** invites responses (“Bids”) to this RFP from Bidders (“Service Providers”) for:
- **Provision of skilled Data Entry Operators (DEO)** for data entry services majorly focusing on the Health Management Information System (HMIS), Mother and Child Tracking (MCTS) and Uttar Pradesh Health Management Information System (UPHMIS) portals for the state of UP.
 - **Provision of brand new purchased (not rental or refurbished) Office Equipment and Supplies for Data Entry Services**, comprising of a desktop computer (with monitor, CPU, keyboard and mouse), laser jet printer and printing supplies like cartridge and printing paper at all data entry offices/facilities in the cluster that the Bidder successfully bids for.
 - **Provision of Supportive Supervision for data entry through data validation and verification** by conducting minimum three visits to three different identified Facilities for assessing discrepancy in entered portal data with the Source Registers maintained at each of the Facility.
Details are further described under **Section 1.8** of this RFP document.
- b) Any contract that may result from this bidding process will be issued for a **period of 3 (three) years** (“the Term”).
- c) Bids must be received not later than time, date and at the venue mentioned in the Bid Data Sheet. Bids that are received late shall not be considered in this procurement process.

1.4.2 Project Background

In UP currently, a total of 27,990 health facilities (comprising of 171 District Hospitals; 690 CHC; 3,341 PHCs; 20,898 Sub-centres, 10 Sub-divisional Hospitals and 2,880 Registered Private Clinics – per data as on August, 2016) provide a wide of range healthcare services and report data every month. Data from these health facilities is drawn into a web-based monitoring system comprising of HMIS, UPHMIS and MCTS for reporting health indicator values through consolidation of data points at the Block level, District Hospital level, District HQ level for CMOs and Divisional level. These indicators values help:

- Monitor and evaluate the performance programmes and interventions under National Health Mission (NHM)
- Provide key inputs for health policy formulation and interventions

At the core of this system of generating pre-determined indicators values, is the aggregated facility-based / population-based data compiled from a set of paper-based registers and other source documents.

Data is generated from these health facilities across the 820 Blocks, 158 District Hospitals, 75 District HQ with CMOs and 18 Divisions, where it is entered into the portal by Data Entry Operators (DEOs) for further reporting purposes. Government of UP plans to improve the data quality thus generated through the HMIS, UPHMIS and MCTS, for which it wants to appoint a Service Provider for provisioning of data entry services.

1.4.3 About the Nodal Authority – National Health Mission

NHM, National Health Mission launched in 2005 as NRHM (National Rural Health Mission) has six financing components:

- a) NRHM-RCH Flexipool,
- b) NUHM Flexipool,

- c) Flexible pool for Communicable disease,
- d) Flexible pool for non-communicable disease including injury and trauma,
- e) Infrastructure Maintenance and
- f) Family Welfare Central Sector component.

Within the broad national parameters and priorities, states have the flexibility to plan and implement state specific action plans. The state PIP includes the key strategies, activities undertaken, budgetary requirements and key health outputs and outcomes.

The State PIPs are an aggregate of the district/city health action plans, and include activities to be carried out at the state level. The state PIP also includes all the individual district/city plans. This has several advantages: first - it will strengthen local planning at the district/city level, second - it would ensure approval of adequate resources for high priority district action plans, and third - enable communication of approvals to the districts at the same time as the state.

The State PIP is approved by the Union Secretary of Health & Family Welfare, based on appraisal by the National Programme Coordination Committee (NPCC), which is chaired by the Mission Director and includes representatives of the state, technical and programme divisions of the MoHFW, national technical assistance agencies providing support to the respective states, other departments of the MoHFW and other Ministries as appropriate.

1.5 Instructions to the Bidders

1.5.1 General Instructions

- 1.5.1.1 The bidder should prepare and submit its offer as per instructions given under this **Section 1.5**.
- 1.5.1.2 The bids shall be submitted along with hard copies of all required documents. Those submitted by fax or by email with attachments shall not be considered.
- 1.5.1.3 The bids which are for only a portion of the components of the job /service shall not be accepted (the bids should be for all components of the job /service).
- 1.5.1.4 The price quoted shall be firm and shall be quoted in the format as per **Appendix D** only.
- 1.5.1.5 The bids (comprising of Technical and Financial) shall be submitted (with a Forwarding Letter as per **Appendix C**) before the last date of submission. Late bids shall not be considered.
- 1.5.1.6 While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the services needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 1.5.1.7 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Nodal Authority on the basis of this RFP.
- 1.5.1.8 No commitment of any kind, on part of the Nodal Authority, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Nodal Authority. Any notification of preferred bidder status by the Nodal Authority shall not give rise to any enforceable rights by the Bidder. The Nodal Authority may cancel this tender at any time prior to a formal written contract being executed by or on behalf of the Nodal Authority.
- 1.5.1.9 This RFP and its contents supersedes and replaces any previous public documentation and communications on this RFP and its process, and Bidders should place no reliance on such communications.
- 1.5.1.10 Right to Terminate the Process
 - 1.5.1.10.1 Nodal Authority may terminate the RFP process at any time and without assigning any reason. Nodal Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone.
 - 1.5.1.10.2 This RFP does not constitute an offer by Nodal Authority. The bidder's participation in this process may result in selection of the bidder by the Nodal Authority towards execution of the contract.

1.5.2 Compliant Bids / Completeness of Response

- 1.5.2.1 Bidders are advised to study all Instructions, Forms, Terms, Requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 1.5.2.2 Failure to comply with the requirements of Sections 1.5.1 and 1.5.2 may render the bid non-compliant and the bid may be rejected. Bidders must:
 - 1.5.2.2.1 Include all documentation specified in this RFP;
 - 1.5.2.2.2 Follow the format of this RFP and respond to each element in the order and form as set out in this RFP
 - 1.5.2.2.3 Comply with all requirements as set out within this RFP.

1.5.3 Key Eligibility Requirements of the Bid

1.5.3.1 RFP Document Fees

1.5.3.1.1 This RFP document can be downloaded from <http://upnrhm.gov.in>

1.5.3.1.2 Cost of RFP / Bid Enquiry document will be a non-refundable fee of **Rs. 15,000/- (Rupees Fifteen Thousand Only)**, even if a bidder opts to apply for more than one cluster. The bidder will submit non-refundable fee of **Rs. 15,000 (Rupees Fifteen Thousand only)** in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favour of **State Health Society, Uttar Pradesh payable at Lucknow**. The demand draft of RFP document fees should be submitted along with bids.

1.5.3.2 Earnest Money Deposit (EMD)

1.5.3.2.1 Bidders shall submit, along with their Bids, EMD of following amount(s) based on the cluster they shall be bidding for. EMD should be in the form of a Fixed Deposit Receipt or Bank Guarantee (in the format specified in **Appendix E**) issued by any Nationalized/Scheduled Indian bank in favour of **State Health Society, Uttar Pradesh**.

CLUSTER	EMD PER CLUSTER (IN RS. LAKHS)
CLUSTER 1	2.60
CLUSTER 2	3.20
CLUSTER 3	3.40
CLUSTER 4	3.00
CLUSTER 5	2.40
CLUSTER 6	2.60
CLUSTER 7	2.80
CLUSTER 8	2.70

If a bidder opts to bid for more than one cluster, the bidder will need to furnish as EMD an amount equal to the arithmetic sum of EMD for each cluster that the bidder intends to bid for. It may be noted that no bidding entity is exempt from deposit of EMD along with its bid. Bids submitted by bidders without the EMD shall be rejected.

1.5.3.2.2 The EMD of unsuccessful bidder will be returned to them without any interest, within 30 days after the signing of Agreement with the successful bidder.

1.5.3.2.3 The EMD of the successful bidder will be returned without any interest, after receipt of its Performance Security as per the terms of the Contract.

1.5.3.2.4 EMD of a bidder may be forfeited without prejudice to other rights of the Nodal Authority, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid (*Bid Validity Period indicated in Section 1.5.4.11*) or if it comes to notice that the information /documents furnished in its bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the Successful Bidders' EMD will also be forfeited without prejudice to other rights of Nodal Authority, if it fails to furnish the required Performance Security within the specified period or fails to sign the contract in accordance with this RFP.

1.5.3.3 Submission of Bids

The Bidder shall submit the bid in one large envelope superscripted with **SPMU/NHM/Procure/HMIS/2016-17/30**. The bid shall be made in **THREE (3) SEPARATE SEALED ENVELOPES**, all placed within the large envelope, each superscripted with **SPMU/NHM/Procure/HMIS/2016-17/30**. The original bid documents shall be duly stamped and signed in each page and as given below:

1.5.3.3.1 The **first sealed envelope** shall contain the following:

1.5.3.3.1.1 *Bid Cost Receipt/ Demand Draft towards the cost of bid document in case bid document has been downloaded from the website <http://upnrhm.gov.in>.*

1.5.3.3.1.2 *EMD in the form of Fixed Deposit Receipt / Bank Guarantee. Refer **Appendix E** - Format of Bank Guarantee for EMD for the required validity period.*

1.5.3.3.1.1 *List of clusters that the bidder intends to bid for as per proforma given in **Appendix G***

1.5.3.3.2 The **second sealed envelope** shall be the Technical Bid, having all documentation spirally bound, and shall be marked in bold letter as “**TECHNICAL BID**”. It MUST comprise of the following for eligibility:

1.5.3.3.2.1 *Forwarding Letter **Appendix C**, confirming performing the assignment as per and confirmation regarding furnishing Performance Security in case of award of contract*

1.5.3.3.2.2 *Particulars of the bidder as per **Appendix B***

1.5.3.3.2.3 *Copy of the Income Tax Returns Acknowledgement for the last three (3) Financial Years (2013-14, 2014-15 and 2015-16)*

1.5.3.3.2.4 *Copy of CA Certified or Audited Financial / Account Statements for the last three (3) Financial Years*

1.5.3.3.2.5 *Copy of Duly notarized valid Power of Attorney in favour of signatory to submitted bid documents, as per the Board Resolution or applicable provisions under Articles of Memorandum and Association. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member.*

1.5.3.3.2.6 *Copy of the certificate of registration of CST, VAT, EPF, ESI and Service Tax, as applicable under the provisions of Law, with the concerned Authority, valid as on date of submission of bid documents. In case of non-applicability of any of the mentioned certifications of registration, the Bidder shall provide a Declaration on its letter-head stating provisions under law for exemption.*

1.5.3.3.2.7 *Copy of Registration Certificate with Labour Department, for hiring manpower to undertake such business*

1.5.3.3.2.8 *Copy of Registration Certificate under Contract Labour (Regulation & Abolition) Act 1970*

1.5.3.3.2.9 *Duly notarized declaration from the bidder in the format given in **Appendix F** to the effect that the firm has neither been declared as defaulter nor blacklisted/debarred by any Competent Authority of Government of India or Government of any State or any PSU and should MANDATORILY make a declaration in case it has been, in the past or present, directly involved or been a party to any previous / ongoing CBI litigation or litigations involving criminal indictment / offence in a court of law. Refer proforma in **Appendix K**.*

1.5.3.3.2.10 Bidder's declaration on its Letterhead for the following:

1.5.3.3.2.10.1 *Proof of the Company / Firm / Agency / Trust / Society / Consortium having at least three (3) years' experience, in the past five (5) years, in providing manpower for data entry or administration work to reputed Private Sector Companies/Public Sector Companies/Banks and Government Departments, etc.*

*1.5.3.3.2.10.2 A declaration on the bidder's letterhead quoting at least three (3) major projects of similar nature successfully executed or completed during the last five (5) years should be summarized as per the format of Experience Certificate **Appendix I**. Ongoing assignments shall also be considered. Copy of Customers' or Users' certificate regarding satisfactory completion of assignments should also be submitted.*

- 1.5.3.3.3 The **Third Envelope** shall contain the financial bid and shall be marked in bold letters as "**FINANCIAL BID**". The price quoted shall be firm and shall be quoted in the format as per attached **Appendix D** only.

In addition to the above documents,

- 1.5.3.3.4 The bidder's bid shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed by the person or persons signing the bid.
- 1.5.3.3.5 In case of discrepancy in the quoted prices, the price written in words will be taken as final and valid.
- 1.5.3.3.6 Please note that Prices should not be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- 1.5.3.3.7 The outer (larger) envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late" or "Invalid".
- 1.5.3.3.8 All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 1.5.3.3.9 The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bid(s).
- 1.5.3.3.10 Cover page and Cover Letter of the bid shall be initialed and stamped by the person or persons who sign the bid.

1.5.3.4 **Bid Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Nodal Authority to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Nodal Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.5.3.5 **Language**

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the bid documents / responses, the English translation shall govern.

1.5.3.6 **Late Bids**

- 1.5.3.6.1 Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

- 1.5.3.6.2 The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 1.5.3.6.3 Nodal Authority shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- 1.5.3.6.4 Nodal Authority reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

1.5.4 Evaluation Process

- 1.5.4.1 Nodal Authority will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.
- 1.5.4.2 The bids will be scrutinized by the Bid Evaluation Committee to determine whether they are complete and meet the essential and important requirements, conditions set out by this RFP and whether the bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Documents. The bids, which do not meet the aforesaid requirements and/or do not provide requisite supporting documents / documentary evidence required to meet eligibility criteria are liable to be treated as non-responsive and may be ignored or rejected.
- 1.5.4.3 The decision of the Nodal Authority as to whether the bidder is eligible and qualified, and whether the bid is responsive, shall be final and binding on the bidders. No correspondence will be entertained outside the process of negotiation/ discussion with the Selection Committee.
- 1.5.4.4 The Evaluation shall only be carried out Cluster wise.
- 1.5.4.5 Only those bids which have met the “**Criteria**” of the Technical Evaluation methodology specified in the table below, would be considered as Technically Qualified or Technically Responsive. Bidders that do not meet all of the below “**Criteria**” in technical evaluation will not be considered eligible.

S. No.	Criteria																		
1	Financial Strength of the Bidder <i>The Bidder / Lead Bidder (in case of Consortium) must have an average annual turnover from the last 3 financial years as specified here below, for the Clusters it is bidding for:</i> <table border="1"> <thead> <tr> <th>CLUSTER</th><th>MIN. TURNOVER REQUIREMENT PER CLUSTER (IN RS. CRORES)</th></tr> </thead> <tbody> <tr> <td>CLUSTER 1</td><td>1.30</td></tr> <tr> <td>CLUSTER 2</td><td>1.60</td></tr> <tr> <td>CLUSTER 3</td><td>1.70</td></tr> <tr> <td>CLUSTER 4</td><td>1.50</td></tr> <tr> <td>CLUSTER 5</td><td>1.20</td></tr> <tr> <td>CLUSTER 6</td><td>1.30</td></tr> <tr> <td>CLUSTER 7</td><td>1.40</td></tr> <tr> <td>CLUSTER 8</td><td>1.35</td></tr> </tbody> </table>	CLUSTER	MIN. TURNOVER REQUIREMENT PER CLUSTER (IN RS. CRORES)	CLUSTER 1	1.30	CLUSTER 2	1.60	CLUSTER 3	1.70	CLUSTER 4	1.50	CLUSTER 5	1.20	CLUSTER 6	1.30	CLUSTER 7	1.40	CLUSTER 8	1.35
CLUSTER	MIN. TURNOVER REQUIREMENT PER CLUSTER (IN RS. CRORES)																		
CLUSTER 1	1.30																		
CLUSTER 2	1.60																		
CLUSTER 3	1.70																		
CLUSTER 4	1.50																		
CLUSTER 5	1.20																		
CLUSTER 6	1.30																		
CLUSTER 7	1.40																		
CLUSTER 8	1.35																		
2	Past Experience of the Bidder One (1) service contract for providing manpower for data entry or admin. work, involving min. 100 data entry operators, of not less than Rs. 90 Lakhs/annum; OR Two (2) service contracts for providing manpower for data entry or admin. work, each involving min. 60 data entry operators, and each of not less than Rs. 50 Lakhs/ annum.																		

S. No.	Criteria
	<i>Bidder must have a proof of the above as work orders or completion certificates, from last five (5) years, from respective Government Sector or Private sector customers to fulfill this eligibility criteria</i>
3	Undertaking on Data Entry Operator Profile Requirement <i>The Bidder MUST submit an Undertaking, as per Appendix J, on its Company letterhead, having the Authorized signatory's signature and Company's stamp, stating that it will comply with the below stated requirements for supply Data Entry Operators:</i> • He/she should have the minimum qualification of 10+2 pass with at least CCC Certification • He/she should be between the age group of 18 years to 35 years. • He/she should have at least 2 years' experience of working as Data Entry Operators/Stenographers in reputed Public /Private institutions / Central / State Government offices. • He/she should be proficient in working with computers and should necessarily have knowledge of MS Excel / MS Word / MS Power Point etc. • He/she should have Character certificate from a Group 'A' or Class-I Gazetted Officer of the Central Government/state Government per Notary Public. • His/her antecedents should have been verified by the Bidder from the local police authorities. <i>The Selected Bidder will have to provide attested copy of the certificates showing educational qualifications of each of the DEOs with the list of the DEOs that shall be deployed by the bidder.</i>

1.5.4.6 Financial bids of only those bidders, who qualify on technical qualification criteria during Technical Bid Evaluation, will be considered and opened.

1.5.4.7 The Bid Evaluation Committee may co-opt representatives of one or more relevant Departments Agencies/Entities as may be deemed necessary.

1.5.4.8 The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their bids.

1.5.4.9 The Bid Evaluation Committee reserves the right to reject any or all bids on the basis of any deviations.

1.5.4.10 Bid Opening

1.5.4.10.1 The Bids submitted up to on or before stipulated date and time, as indicated in Bid Data Sheet, will be opened at **19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow** as per date and time indicated in Bid Data Sheet, by Selection Committee and/or Nodal Authority or any other Officer(s) authorized by Nodal Authority, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

1.5.4.10.2 The representatives of the bidders should be advised to carry the identity card and/or a letter of authority from their respective bidding firms to identify their bonafides for attending the opening of the bids.

1.5.4.11 Bid Validity

The bids shall remain valid for acceptance for 180 days from the date of opening of bids.

1.5.4.12 Bid Scrutiny

1.5.4.12.1 Initial Bid scrutiny will be held and incomplete details as given below may be treated as non-responsive. If Bids

- a) Are not submitted in as specified in the RFP Document.
- b) Received without the Affidavit as per Declaration by the Bidder **Appendix F** and Experience Certificate as per **Appendix I**.
- c) Are found with suppression of details.
- d) With incomplete information, subjective, conditional offers and partial offers submitted.
- e) Submitted without the documents requested, as set out **under Section 1.5**.
- f) Have non-compliance with any of the Clauses/Sections stipulated in the RFP.
- g) With lesser validity period.

1.5.4.12.2 All responsive Bids will be considered for further processing as below:

Nodal Authority will prepare a list of responsive bidders, who comply with all the Terms and Conditions of this bid. All eligible bids will be considered for further evaluation by a Selection Committee according to the Evaluation process defined in this RFP document. The decision of this Committee will be final in this regard.

1.5.4.13 **Evaluation for Eligibility:** The bids will be evaluated for Eligibility to bid based on documents submitted. The following documents will be examined:

1.5.4.13.1 Bid Document Cost and EMD – Non submission of these documents will lead to summary rejection of the bid and the bid will not be evaluated further.

1.5.4.13.2 Submission of Eligibility Documents with respect of Technical Eligibility requirement as stated in Clause 1.6.1

1.5.4.13.3 Submission of all Turnover requirement documents.

Non submission of Technical Eligibility documents and Turnover documents will lead to the rejection of the bids.

1.5.4.14 Infirmary / Non-Conformity

The Nodal Authority may waive minor infirmity and/or non-conformity in a bid, provided it does not constitute any material deviation. The decision of the Nodal Authority as to whether the deviation is material or not, shall be final and binding on the bidders.

1.5.4.15 Bid Clarification

Wherever necessary, the Nodal Authority may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the Nodal Authority shall evaluate the offer as per available information.

1.6 Criteria for Evaluation

1.6.1 Technical Qualification Criteria

- 1.6.1.1 The Bidder's organization should be registered / incorporated under the Indian Companies Act. In support of this, bidder's letter shall be submitted as per proforma in **Appendix B**.
- 1.6.1.2 The Bidder should have a Registered Office or one of the Branch Offices of its Company / Firm / Agency / Trust / Society / Consortium in any city or town of U.P.
- 1.6.1.3 The average annual turnover of the Bidder during last three financial years, for each bid, has to be as indicated below:

CLUSTER	MINIMUM TURNOVER REQUIREMENT IN RS. CRORE
CLUSTER 1	1.30
CLUSTER 2	1.60
CLUSTER 3	1.70
CLUSTER 4	1.50
CLUSTER 5	1.20
CLUSTER 6	1.30
CLUSTER 7	1.40
CLUSTER 8	1.35

In case of a Consortium, the arithmetic sum of the average turnover of last three financial years, of each of the Consortium members, shall be required to be more than or equal to the turnover requirement indicated in **Clause 1.6.1.3**

- 1.6.1.4 If a bidder opts to bid for more than one cluster, then its turnover must be more than or equal to the arithmetic sum of the average turnover required for the corresponding clusters. In case of a Consortium, the aggregated sum of turnovers of all its members should fulfil this criteria.
- 1.6.1.5 The Bidder shall be a sole provider (Company including Firm/Agency/Society/Trust) or a group of companies (maximum 3 (three)) coming together as Consortium to implement the Project. The Lead Bidder/Principal Member in case of Consortium should have at least 51% stake of the Consortium and must also have all legal liabilities. The bidder cannot be an individual or group of individuals. The Bidder should be registered as a legal entity such as company registered under Companies Act, Partnership Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid as a sole provider as well as a partner in a Consortium. In support of this, the bidder's letter shall be submitted as per proforma in **Appendix B**.
- 1.6.1.6 The Bidder (or in case of Consortium, any one of the Consortium members) shall have **experience of minimum three (3) years, in the last five (5) years**, in providing manpower for data entry or administration work to Private and / or Public Sector Companies / banks and Government Departments, etc. In support of this, a Statement regarding assignments of similar nature successfully completed during last three years should be submitted as per proforma in **Appendix I**. Customers' or Users' certificate regarding satisfactory execution or completion of assignments should also be submitted. The assignment of Govt./ Semi Govt. Depts. should be specifically brought out. The decision of the Nodal Authority as to whether the assignment is similar or not and whether the bidder possesses adequate experience or not, shall be final and binding on the bidder.

- 1.6.1.7 The Bidder (or Lead Bidder in case of Consortium) should have executed or completed at least:
- One (1) service contract providing admin. manpower, involving min. 100 data entry operators, of not less than Rs. 90 Lakhs/annum;
OR
 - Two (2) service contracts providing admin. manpower, each involving min. 60 data entry operators, and each of not less than Rs. 50 Lakhs/ annum.
Ongoing projects shall also be considered for evaluation.
- 1.6.1.8 The Bidder (in case of Consortium it should be Principal Bidder) shall have its own bank account through which the salaries of the DEOs shall get disbursed through either cheques or through online fund transfers. Details of the same are to be furnished in **Appendix B**.
- 1.6.1.9 The Bidders have not been debarred / blacklisted by the Nodal Authority or by any State Govt. or its organizations by Govt. of India or its organizations (**Appendix F**).
- 1.6.1.10 The bidder shall declare all pending/ongoing litigations with CBI or those pertaining to criminal indictment or offence (if any) that it has been involved in with any Government Agency/ State/Central department. Please refer Declaration by Bidder (**Appendix F**) and proforma for Declaration of Litigations (**Appendix K**).
- 1.6.1.11 The bidder shall be technically qualified from Technical Evaluation process as listed under Clause 1.5.4.5.

1.6.2 Technically Responsive Bid(s)

All bids meeting the criteria set out in **Section 1.6.1** shall be considered as Technically Responsive and eligible for Financial Bid opening.

1.6.3 Financial Bid Evaluation

- 1.6.3.1 The Financial Bids of technically qualified/responsive bidders as submitted in proforma laid out in **Appendix D**, will be opened on the prescribed date in the presence of bidder representatives.
- 1.6.3.2 The Financial bid evaluation will be based on the relevant stated Bid parameters (refer Bid Data Sheet). Any conditional bid, deviation from the bid conditions, will be rejected.
- 1.6.3.3 The bidder offering *the **Lowest Evaluated Total Cost per Month per Cluster for the Data Entry Operator Services***, amongst the technically qualified Bidders, shall be **selected as the L-1 bidder** and shall be called for further process leading to the award of the contract.
- 1.6.3.4 Errors and Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

1.6.4 Clarifications for Bid Evaluation

- 1.6.4.1 To facilitate evaluation of Bids, the Nodal Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. Notwithstanding anything contained in the RFP, the Nodal Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Bid.
- 1.6.4.2 At any point in time during the Bidding Process, if required by the Nodal Authority, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Nodal Authority. The Nodal Authority or appointed advisers can verify the facts and figures quoted in the Bid. The Nodal Authority reserves the right to conduct detailed due diligence of the information provided by the bidders for Technical Qualification and Financial evaluation

1.7 Appointment of the Successful Bidder as Service Provider

1.7.1 Award Criteria

Nodal Authority will award the Contract to the successful bidder whose bid has been determined to be technically responsive and having the least cost Financial Bid as per the process outlined in this RFP. In case of equality of rates of two or more Bidders, the decision of awarding the contract shall be taken on the basis of Bidder's/ Consortium's (aggregated) average annual Turnover from last three Financial years.

1.7.2 Right to Accept Any Bid and to Reject Any or All Bid(s)

Nodal Authority reserves the right to accept or reject any bid(s), and to annul the bidding process / Public procurement process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Nodal Authority action.

1.7.3 Notification of Award

- 1.7.3.1 The Nodal Authority shall issue the Notice for Award or Letter of Intent/Award of the Contract to the successful bidder within the Bid Validity Period.
- 1.7.3.2 The Letter of Award (LOA / LOI) will be issued by Mission Director, National Health Mission, Uttar Pradesh.
- 1.7.3.3 The successful bidder will be required to unconditionally sign and submit the Contract (Part II – Draft Contract Agreement) within 21 days of receipt of the Letter of Intent/Award.
- 1.7.3.4 In case the bidding process has not been completed within the stipulated period, Nodal Authority, may like to request the bidders to extend the validity period of the bid.
- 1.7.3.5 The notification of award will constitute the formation of the Contract. Upon the successful bidder's furnishing of Performance Security, Nodal Authority will notify each unsuccessful bidder and return their EMD.

1.7.4 Modification to Contract

The Contract when executed by both the parties shall constitute the entire Contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of both the parties.

1.7.5 Performance Security

- 1.7.5.1 The successful bidder shall furnish a Performance Security in the form of a **Bank Guarantee** issued by a Nationalized Bank/Scheduled Indian Bank in favour of **State Health Society, Uttar Pradesh** for an amount as specified in the **Bid Data Sheet's S. No. 13**. The Bank Guarantee shall remain in force up to and including 180 (One Hundred and Eighty) days after the period of contract validity. This shall be submitted during Contract Signing, within 21 days of receiving of Letter / Notice for Award of Contract, failing which the EMD may be forfeited and the Contract may be cancelled.
- 1.7.5.2 If the selected Bidder / Service Provider violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Nodal Authority and the contract may also be cancelled.
- 1.7.5.3 The Nodal Authority will release the Performance Security without any interest to the Selected Bidder / Service Provider on successful completion of Contractual term and/or its obligations.

1.7.6 Signing of Contract

- 1.7.6.1 After the Nodal Authority notifies the successful bidder that its bid response has been accepted, Nodal Authority shall enter into a contract, incorporating all Clauses, pre-bid clarifications and the bid of the bidder between Nodal Authority and the successful bidder.
- 1.7.6.2 The Draft Contract Agreement is provided as a separate document, and has been attached herewith this RFP bid document. (Part II – Draft Contract Agreement)
- 1.7.6.3 Individual Contracts will be signed between the Successful Bidder(s) and Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh or any other Nodal Authority/Person nominated by the State Government.
- 1.7.6.4 The Payment Authority will be decided by the Government at the time of signing the Contract.

1.7.7 Failure to Agree with the Terms and Conditions of the RFP and its Contract Agreement

- 1.7.7.1 Failure of the successful bidder to agree with the Draft Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Nodal Authority may award the contract to the next technically responsive and most economical bidder (having next best least cost) or call for new bids from the interested bidders. The Nodal Authority shall be entitled to encash the Performance Security of the said successful bidder.
- 1.7.7.2 In the event of a case as per Clause 1.7.7.1, the Nodal Authority shall request the next most technically responsive and least cost bidder to submit its Performance Security.

1.7.8 Compliance with Minimum Wages Act and other Statutory Requirements

The Bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The Bidder shall also comply with all other statutory provisions including but not limited to provisions regarding deployment of human resources used for providing the required services and occupational and environmental safety.

The Bidder shall maintain complete confidentiality of the information shared by the Nodal or Implementing Authority for facilitating the Contract and all the records, information which is generated as an end deliverable of this Contract. Strict action shall be taken against the Bidder if evidence of confidential data disclosure is found.

1.7.9 Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the Bidder's invoices / bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

1.8 Scope of Work

1.8.1 General Project Overview

The Mission Director, National Health Mission, by means of this bid, intends to strengthen the data entry process on the HMIS, UPHMIS and MCTS portals at 820 Block levels, 158 District Hospitals, 75 District HQ Level for CMOs and 18 Divisions by ensuring accurate, complete and timely data capture.

The Bidder shall be responsible for providing Data Entry Operators (DEOs) within a Cluster along with the office IT equipment and consumable supplies for data entry. The required office space, along with free of cost uninterrupted power supply, at each Block, District Hospital, District HQ (CMO office), Divisional office or any other relevant project facility shall be provided by the Authority.

In case of additional requirement of DEOs, the Bidder shall be obliged to provide the same at the quoted rate. The capping of such additional requirement for DEOs shall be at 20% of the original DEO count to be supplied as per the RFP.

1.8.2 Work Description

The obligations of the Bidder under this project shall include the below detailed service activities and responsibilities / commitments. The details of work locations are given in **Appendix A**.

1.8.2.1 Provision of skilled Data Entry Operators (DEO):

1.8.2.1.1 The Bidder shall appoint **ONE (1) DEO for each Data Entry office/facility** within the Cluster, for which it has successfully placed a bid. Number of DEOs to be appointed for each cluster is as below table. The deployment of DEOs at few locations may not happen all at once, and may have to be done in a phased manner.

CLUSTER	NUMBER OF DEOs TO BE DEPLOYED / APPOINTED				
	BLOCK LEVEL	DISTRICT HOSPITAL	DIVISIONAL LEVEL	DISTRICT LEVEL WITH CMOs	TOTAL
CLUSTER 1	94	17	2	9	122
CLUSTER 2	109	25	3	13	150
CLUSTER 3	116	30	3	13	162
CLUSTER 4	106	19	3	11	139
CLUSTER 5	95	11	2	7	115
CLUSTER 6	95	19	1	6	121
CLUSTER 7	102	19	2	9	132
CLUSTER 8	103	18	2	7	130
TOTAL	820	158	18	75	1071

Refer **Appendix A** for additional details of the data entry offices/facilities within the Districts.

- 1.8.2.1.2 The staffing qualification and experience of the DEOs should be in line with the requirement as mentioned in **Clause 1.5.4.5**. The Bidder shall preferably absorb the currently (already) deployed and trained DEOs (having knowledge of the HMIS portals/systems), post assessment of their fitment to staffing qualification and experience, knowledge and skills. The list of existing DEOs working on HMIS/ UPHMIS/ MCTS data entry shall be provided to the Selected Bidder(s) to facilitate the absorption of DEOs under this project / Contract.
- 1.8.2.1.3 The DEOs shall perform data entry activities as mandated in the **DEO work-schedule** created and approved by the Additional Director-Division. An indicative schedule has been provided in **Appendix H**. The Bidder shall ensure that the DEO work-schedule is adhered to.
- 1.8.2.1.4 A compulsory FULL ONE (1) day Orientation Training of new DEOs, within the date specified by the Authority, whether at time of onboarding or DEO replacement, shall be the responsibility of the Bidder, for which the Bidder should identify certain number of Key Resources who will be trained on the various HMIS systems / portals, the data entry process activities, reporting formats and protocols / structures, supporting supervision requirements and general project and scope of work compliance requirements, by concerned nominated persons from Authority. These Authority trained resources of the Bidder should be able to further train the new joining DEOs. The DEO Orientation training should thus be on sensitizing the DEOs on the various HMIS systems / portals, the data entry process activities, reporting formats and protocols / structures, supporting supervision requirements and general project and scope of work compliance requirements. A nominated person from Authority shall closely monitor the training quality delivered by the Bidder, as and when deemed necessary. The Bidder shall facilitate and bear the expenses for logistics of the nominated person from Authority who shall perform the monitoring.
- 1.8.2.1.5 The data entry services sought from the DEO shall majorly focus on the Health Management Information System (HMIS), Mother and Child Tracking (MCTS) and Uttar Pradesh Health Management Information System (UPHMIS) portal for the state of UP.
- 1.8.2.1.6 The DEO shall report to the Block Programme Manager / District Programme Manager / Appointed Nodal Person, who shall coordinate and monitor the DEO activities at the respective Block. The MOI/C at the Block shall be the Reporting authority for the DEO.
- 1.8.2.1.7 The DEO shall receive the Reporting Formats/Registers for data entry from the various Facilities (Sub-centres (SC), Primary Health Centres (PHCs), Community Health Centres (CHCs)/Block/District Hospital/District HQ with CMOs/Division and Private Hospitals). The DEO shall ensure that the details of such a receipt is documented in a **Log Book** maintained by the MOI/C. Every such entry for handover of the Reporting Formats/Registers shall be counter-signed by the DEO to confirm its receipt.
- 1.8.2.1.8 Once the Supportive Supervision as stated in **Clause 1.8.2.3** is complete, the summary shall be entered by the DEO on the UPHMIS portal and the correction shall be carried out for the discrepant data as identified in the Validation Committee (VCM) Meeting findings.
- 1.8.2.1.9 The DEO may be required to do some basic data analysis as and when required and intimated by the BPM / DPM / MOI/C.

1.8.2.2 Provision of Office Equipment and Supplies for Data Entry Services

1.8.2.2.1 The Bidder shall mandatorily provide (through brand new purchase, not rental or refurbished) to all the data entry offices/facilities within the cluster(s) that it has bid for, a **desktop computer (with monitor, CPU, keyboard and mouse), a laser jet printer along with printing supplies like cartridge and printing paper and shall also provide internet connectivity to all the supplied desktop computers through provisioning of data cards for internet access.**

1.8.2.2.2 The estimated consumption of IT consumables shall be:

- Printing Paper = 02 Reams / month
- Laser Printer Cartridge = 01 Cartridge / month

1.8.2.2.3 The Bidder shall ensure that a reserve (critical inventory stock) for all the printing consumables is maintained such that the data entry office/facility never runs out of stock of the printing supplies, thus allowing seamless conduct of daily activities.

The Service Provide shall ensure that all newly purchased (and not used or refurbished) office equipment as stated in Clause 1.8.2.2.1 is provided.

1.8.2.3 Provision of Supportive Supervision services for data entry

1.8.2.3.1 The DEO shall provide Supportive Supervision through data validation and verification for discrepant data as identified and reported in the Validation Committee Meeting (VCM). Basis the VCM findings, the MOI/C shall prepare a mobility schedule for the DEO to cover a minimum of three such erring Facilities, the visit to which shall be completed within a period of three days.

1.8.2.3.2 The DEO shall be required to fill the **Supportive Supervision Checklist (SSC) - HMIS/MCTS** for a visit to every Facility. The DEO shall additionally ensure that the **DEO Mobility Letter** issued by the MOI/C in this regard, to allow the DEO facilitated access to the Facilities for conducting Supportive Supervision, is counter-verified with sign and seal by the Representative of the Facility to confirm the occurrence of such a visit.

1.8.2.3.3 The data from the Supportive Supervision Checklist (SSC) - HMIS/MCTS shall then be uploaded on the UPHMIS portal for data correction.

1.8.2.3.4 The DEO shall mandatorily brief the MOI/C for every such visit with an update on parameters (not limited to) below:

- a) Availability of formats and tally sheets
- b) Status of Maintenance of records at Facility
- c) Tally and verify collected HMIS data with Facility Records
- d) Major challenges faced at the Facility

1.8.2.3.5 It is the DEO's obligation to get the hardcopy of the **Supportive Supervision Checklist (SSC) - HMIS/MCTS** validated with sign and seal of the MOI/C. The soft copy of such a report shall be shared with the BPM / DPM MOI/C over mail, while the original shall be preserved by the DEO for any future reference during audits.

1.8.2.3.6 The Authority shall implement Responsibility Matrix for quality data collection and entry process and communicate/re-emphasize the roles and responsibilities, provided in **Appendix M**, within the Facility Staff.

1.8.2.4 The Bidder shall hand over of all the documents/ submissions/ presentations/ collated data prepared as per the scope of this project to the Nodal Authority at the termination or end of the Contract.

1.8.3 Service and Operations Requirements

1.8.3.1 It is the Bidder's obligation to pay the DEO salary as follows:

1.8.3.1.1 For ALL DEOs deployed at stated **Blocks, District Hospitals and Divisions**:

CATEGORY 1 DEO SALARY COMPONENTS		
S. No.	Component of Compensation for DEO	Amount in Rs. per month for each DEO
1.	In hand honorarium in DEO Employee account (Fixed)	Rs. 8,100
2.	EPF (Employee Provident Fund) as per prevailing Government rates and laws	A
3.	ESI (Employee State Insurance) as per prevailing Government rates and laws	B
4.	Swachh Bharat Cess @0.5%	C
	TOTAL SALARY PAYABLE TO THE DEO	Rs. (8,100 + A + B + C)

1.8.3.1.2 For ALL DEOs deployed with the **CMOs at District HQ Level**:

CATEGORY 2 DEO SALARY COMPONENTS		
S. No.	Component of Compensation for DEO	Amount in Rs. per month for each DEO
1.	In hand honorarium in DEO Employee account (Fixed)	Rs. 11,722
2.	EPF (Employee Provident Fund) as per prevailing Government rates and laws	A
3.	ESI (Employee State Insurance) as per prevailing Government rates and laws	B
4.	Swachh Bharat Cess @0.5%	C
	TOTAL SALARY PAYABLE TO THE DEO	Rs. (11,722 + A + B + C)

1.8.3.2 It is the Bidder's obligation to supply (through brand new purchase, not rental or refurbished) at its own cost for the working of the DEO the following items, which should always be in working condition for uninterrupted use:

1. Desktop Computer (comprising primarily of Monitor, CPU, Keyboard and Mouse), having internet Data card for internet access
2. Laser Jet Printer and its Consumables as Office supplies (Printer Cartridges, Paper)

1.8.3.3 It is the Bidder's obligation to substitute DEOs deployed by it under the following conditions:

1.8.3.3.1 Any vacancy created at the position of a DEO at a Block/DH/Divisional/District HQ with CMO level due to the DEO leaving a job or absents from duty for 5 consecutive days without any official communication and not reachable during the said duration.

Note: In case of an absents DEO, the BPM / DPM/Appointed Nodal Person shall officially notify the Bidder on the end of the fifth day, post which the Bidder shall promptly replace the missing DEO, within 3 days of official notification.

- 1.8.3.3.2 No DEO shall be replaced by the Selected Bidder on its own, without Authority's approval.
- 1.8.3.3.3 Any deployed DEO failing to qualify the assessment conducted post the portal training session shall be promptly replaced by the Bidder within 3 days.
Note: The Bidder may choose to simultaneously get trained during the initial onboarding, additional non-deployed resources (~5% – 8% of the overall/total DEO deployment requirement), with the same qualifications and eligibility as the deployed ones, to serve as a reserve for meeting substitution requirement if any.
- 1.8.3.3.4 Any DEO found insincere/unqualified in his work obligations and warned by the BPM against the same shall be reported to the Bidder through official communication. The Bidder shall promptly replace the erring DEO, within 3 days of such an official notification.
- 1.8.3.4 All such substitution notifications served by the BPM / DPM/ Appointed Nodal Person shall be valid only with the authorization and approval from the MOI/C of the concerned Block /Data entry office/facility.
- 1.8.3.5 Against any such substitution requirement, the Bidder may raise escalation / seek grievance redressal as per the Escalation Matrix in **Appendix L**.
- 1.8.3.6 Any maintenance requirement of office equipment (provided under Clause 1.8.2.2) at each data entry office/facility, shall be the responsibility of the Bidder. Any non-functioning equipment shall be immediately notified by the DEO to the Bidder for rectification. In case of a lack of requisite action by the Bidder a formal complaint and call for action would be issued to the Bidder by the MOI/C within 3 days of such a need being identified. Any failure by the Bidder to fulfil its said maintenance obligations within 3 days of a notification by the MOI/C in this regard, shall be considered as a breach of contract and shall be treated as "Non-provisioning of computer with internet connectivity or laser jet printer or related peripherals for data entry" which is liable for imposition of penalty as stated in Clause 1.8.3.12
- 1.8.3.7 The Bidder shall ensure the mobility of the DEO for Supportive Supervision as per the DEO Mobility Report shared by the MOI/C.
- 1.8.3.8 The DEO shall ensure that post a visit for Supportive Supervision at a Facility, all activities related to briefing of DEO, seeking verification of reports and sharing & documentation of reports is carried duly carried out as covered in Clause 1.8.2.3)
- 1.8.3.9 Liquidated Damages: The Liquidated Damages for breach of contract shall be recoverable from the Performance Security. In case of Liquidated Damages reaching 5% of the signed contract value (Maximum Value), this contract may be terminated as per the termination procedure.
- 1.8.3.10 **Non-deployment of DEOs:** In case of non-deployment of DEOs at all the concerned data entry offices/facilities within 30 days of the day of signing of the contract by both parties, it shall attract Liquidated Damages as indicated in the table below. Liquidated Damages shall be recoverable from the Performance Security and up to a maximum of 5% of the signed contract value (Maximum Value). Upon reaching the Maximum Value, the Contract may be terminated as per termination procedure.
Non-replacement of a DEO: within 3 days of official notification as per Clause 1.8.3.3, shall result in imposition of a penalty as tabulated below.

No. of data entry offices/facilities Pending DEO Appointment / Replacement	Liquidated Damages (non-deployment) / Applicable Penalty (non-replacement)
Up to 3 data entry offices/facilities	@ Rs. 500 per day per data entry office/facility

No. of data entry offices/facilities Pending DEO Appointment / Replacement	Liquidated Damages (non-deployment) / Applicable Penalty (non-replacement)
	awaiting DEO deployment/replacement
Every Additional data entry office/facility	@ Rs. 1000 per day data entry office/facility awaiting DEO deployment /replacement
<i>Liquidated Damages for non-deployment is capped to a maximum of 5% of the signed Contract Value (Maximum Value) and shall be adjusted from the Performance Security</i>	
<i>Penalty for non-replacement of DEOs is capped to a maximum of Rs. 1 Lakh per data entry office/facility for the duration of the Project / Contract and shall be adjusted from the monthly invoiced amount.</i>	

1.8.3.11 False Submission Instance: Every instance of false submission related to Ghost DEO salary disbursement or false claim for DEO mobility expense shall be liable for recovery of Liquidated Damages as below. Ghosting of DEO Salary or Mobility expense means billing for a DEO who has not yet been deployed.

Factor	Liquidated Damages
Per occurrence of any false submission	@ Rs. 8,000 per false submission occurrence
<i>Liquidated Damages for non-deployment is capped to a maximum of 5% of the signed Contract Value (Maximum Value) and shall be adjusted from the Performance Security</i>	

Note: No payment shall be made by the Authority towards the amount claimed in any false submission.

1.8.3.12 Non-provisioning of data entry equipment as covered in Clause 1.8.2.2, shall attract Liquidated Damages indicated below.

Non-functioning equipment as per provisions of Clause 1.8.3.6 shall be liable for imposition of penalty

Delay in provisioning of data entry equipment	Liquidated Damage or Applicable Penalty for data entry office/facility
(i) Non-provisioning beyond 3 days of deployment until day 5 of deployment (ii) Failure to replace/rectify Non-functioning equipment beyond 3 days of notification by the MOI/C until day 5 of receipt of such notification	@ Rs. 700 per day per data entry office/facility
Every additional day of delay after day 5	@ Rs. 1400 per day per data entry office/facility
<i>Liquidated Damage is capped to a maximum of 5% of the signed Contract Value (Maximum Value) and shall be adjusted from the Performance Security</i>	
<i>Penalty for non-rectification or non-replacement is capped to a maximum of Rs. 45,000 for each data entry office/facility and shall be adjusted from the monthly invoiced amount.</i>	

1.8.3.13 The data entry process shall be evaluated through monthly NHM audits carried out by the Authority. It shall conduct a review basis the following parameters:

- Orientation Training of newly joining DEOs
- Log Book Maintenance
- Data Entry Status on the Portal
- Timely uploading of data on the Portal
- DEO performance feedback from the MOI/C and the BPM / DPM / Appointed Nodal Person
- Review of the verified Supportive Supervision Checklist- HMIS/MCTS hardcopies

The audit process will evaluate the adherence to DEO training requirements and accuracy and completeness of the data captured over the month. The DEO shall also be required to present all documented reports as covered under Clause 1.8.2.3 during such an audit.

1.8.3.14 The Bidder shall ensure presence of the DEO at the respective data entry offices/facilities on every working day. Other than weekends, applicable holidays and leaves as specified in **Appendix H**, any DEO missing from duty for more than a total of 7 working days at the end of each month shall be notified by the MOI/C to the Bidder and the Payment Authority. The Authority shall not be liable for payment to the Bidder for such a DEO.

1.8.3.15 The Bidder shall ensure coverage as well as the quality of data entry on the portal. Penalty would be levied based on the performance on the said two parameters:

1.8.3.15.1 The Bidder shall ensure wider coverage of data and increased data entry in the portal in its cluster(s) through the services rendered by its DEOs. For this, the Bidder shall ensure appointment of DEOs at all the data entry offices/facilities, as mandated within its service scope. Salaries to all its deployed DEOs shall be disbursed by the 5th of every month. A delay beyond this shall result in imposition of penalty as below.

Delay in Salary Disbursement (in days)	Total Applicable Penalty
Payment between 6 th to 10 th of the month	15% x Mandated Salary payable per month to a DEO by the Service Provider x No. of DEO salaries delayed
Payment between 10 th to 20 th of the month	20% x Mandated Salary payable per month to a DEO by the Service Provider x No. of DEO salaries delayed
Payment between 20 th to 30 th of the month	30% x Mandated Salary payable per month to a DEO by the Service Provider x No. of DEO salaries delayed
<i>Penalty capped at 30% of the mandated Salary payable by Service Provider to DEOs for all the data entry offices/facilities within the Cluster for the month, and shall be adjusted from the monthly invoiced amount.</i>	

1.8.3.15.2 The Bidder shall also ensure that the Supportive Supervision rendered by the DEO as stated in Clause 1.8.2.3 results in feedback submission for all the data entry offices/facilities covered under its service provision. Non-submission of such a monthly Supportive Supervision Checklist by any DEO for his/her respective data entry office/facility shall result in imposition of a penalty as below:

Non-submission of Supportive Supervision Checklist- HMIS/MCTS by DEO	Total Applicable Penalty
Missing monthly reports for a cluster	15% x Mandated Salary payable per month to a DEO by the Service Provider x No. of missing reports
<i>Penalty capped at 20% of the mandated Salary payable by Service Provider to DEOs for all the data entry offices/facilities within the Cluster for the month, and shall be adjusted from the monthly invoiced amount</i>	

1.8.3.15.3 The Bidder shall also ensure quality data entry services through timely, accurate and complete data feeding into the portal and ensure that any discrepancy addressable at its end is immediately catered to. Any variance in the monthly validation of the HMIS data entries for the month against the number of submitted Reporting Formats (as documented in the Log Book maintained by the MOI/C), and calculated for the entire Cluster, shall result in imposition of a penalty as below:

Data Entry Variance Parameter for the Cluster	Applicable Penalty
Up to +/- 5% variance	4% of the monthly invoiced value for the cluster
Between +/- 5% to +/- 10% variance	6% of the monthly invoiced value for the cluster
Between +/- 10% to +/- 15% variance	8% of the monthly invoiced value for the cluster
Between +/- 15% to +/- 20% variance	15% of the monthly invoiced value for the cluster
Beyond +/- 20% variance	20% of the monthly invoiced value for the cluster
<i>Overall penalty capped at 20% of the monthly invoiced value for the Cluster, and shall be adjusted from the monthly invoiced amount</i>	

1.9 Payment Terms

- 1.9.1 The Paying Authority, as nominated and decided upon by the State Government during Contract signing, shall govern, address and manage the Payment Terms stipulated hereunder.
- 1.9.2 The Bidder shall receive from Paying Authority a one-time IT Set up Cost payment, which will be equal to = **5% x the Financial Bid Quote x 36 Months of project duration, for each Cluster won by the Bidder**
- 1.9.3 The Bidder shall submit a **Cluster-wise monthly invoice** to the Paying Authority, as per its Financial Bid Quote, for each of the Cluster(s) it has successfully been selected as L1 bidder.
- 1.9.4 **The payment shall be made for the deployed DEOs for all working days provided the manpower is available for work in the office for all working days of that month.**
- 1.9.5 The basic rate includes factor for payment of weekly off also. The Bidder/Service Provider shall pay the salary to the deployed DEOs on or before the 5th of every succeeding month, irrespective of delay in payment of Bill by the Authority for whatever reason
- 1.9.6 Any missing proof for salary transfer to a DEO shall be treated as non-deployment of DEO at the Facility and shall not be liable for payment by the Authority.
- 1.9.7 The Bidder shall be entitled to the payment of the DEO salary component of the invoice only on submission of salary disbursement proofs and its verification along with cross-validated of the DEO attendance details received from the MOI/C.
- 1.9.8 The claims in bills regarding Employee State Insurance, Provident Fund and Service Tax etc. should necessarily accompany the documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of DEOs) pertaining to the concerned month's bills.
- 1.9.9 The Authority shall monthly verify the actual disbursement of statutory monthly payments and if not satisfied shall withhold the payments due to the Bidder for the disputed payment component, in addition to other legal action.
- 1.9.10 The Paying Authority can raise objection within 15 days of receipt of invoice/Self-Declaration Form and on 16th day the verification claim will be considered approved; in case no objection is raised.
- 1.9.11 In case of objection raised by Paying Authority, the same will be resolved through verification from the Inspection Committee formed by the Nodal Authority.
- 1.9.12 After verification of invoices/Self-Declaration Form, the Paying Authority will make the payment within 30 days of verification of the Invoices or after 30 days of resolution of dispute, whichever is later, for all invoices/Self-Declaration Form raised.
- 1.9.13 The payment will be subject to all Statutory Taxes, Tax Deducted at Source (TDS), as per Applicable taxes and laws.
- 1.9.14 The Bidder hereby acknowledges and agrees that it is not entitled to any revision of the Payment Terms or other relief from the Paying Authority except in accordance with the express provisions of this Agreement.
- 1.9.15 Penalties would apply on payments, as defined in this RFP document, due to non-conformance to the Service and Operations Requirements.
- 1.9.16 The DEO shall be paid a fixed salary as per the honorarium sanctioned for as per ROP 2016-17 per DEO per month (please refer **Clauses 1.8.3.1.1 and 1.8.3.1.2**). Whenever a new ROP for DEO salary is issued by the Govt. of UP, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the administrative and service charges unchanged.
- 1.9.17 Price Revisions: Whenever a new ROP for DEO salary is issued by the Govt. of UP, the rate in the contract and the consequential statutory payments shall automatically get revised keeping the administrative and service charges unchanged.

- 1.9.18** For any reason, other than those attributable to the Bidder, if the Authority fails to pay the invoices within the stipulated payment period of 30 days, without assigning any reason or giving advance communication of delay in payment, then in that case the Authority shall be liable to pay interest @ SBI PLR per annum for the period of delay for such amount.

1.10 Other Terms and Conditions of the RFP and Contract

1.10.1 Furnishing Documents of On boarded Resources

The Bidder shall furnish the following documents in respect of the persons who will be deployed by it before the commencement of the work.

- a) List of persons short listed by the Bidder for Deployment bearing full details i.e. Name, Date of Birth, Marital Status, Address, Educational and Professional qualification, Experience etc. with photograph affixed
- b) Copy of the appointment letter issued to each DEO with standard terms and conditions as mentioned in the agreement and approved by the Authority and ESI and EPF account number if not issued/allotted to them earlier
- c) Character Certificate from a Group 'A' or Class-I Gazetted Officer of the Central Government/state Government per Notary Public for each of the deployed DEOs
- d) An attested copy of the certificate showing educational qualification of the personnel will be required to be attached to the list of the manpower deployed for each of the deployed DEOs
- e) Certificate of verification of antecedents of persons by local police authority

1.10.2 The Bidder shall be responsible for compliance of all statutory provisions related to Minimum Wages, Provident Fund and Employee State Insurance etc. in respect of the persons deployed by it.

1.10.3 Downstream Work

The Nodal Authority does not guarantee, support or state the possibility of any downstream work arising of this contract. Downstream work and its procurement/bidding process strictly follows the Government of India defined Conflict of Interest Clauses.

1.10.4 Fraud and Corrupt Practices

1.10.4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Nodal Authority shall reject a bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Nodal Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated Compensation and Liquidated damages payable to the Nodal Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder's bid.

1.10.4.2 Without prejudice to the rights of the Nodal Authority under Clause 1.10.4.1 and the rights and remedies which the Nodal Authority may have under the LOI or the Agreement, if a Bidder, as the case may be, is found by the Nodal 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 Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any Bid or RFP issued by the Nodal Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Nodal Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

1.10.4.2.1.1 *“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Nodal Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Nodal Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Consultant/ adviser of the Nodal Authority in relation to any matter concerning the Project;*

1.10.4.2.1.2 *“fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;*

1.10.4.2.1.3 *“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;*

1.10.4.2.1.4 *“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Nodal Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and*

1.10.4.2.1.5 *“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 Selection Process.*

1.10.5 Sub-Contracting, Sub-letting or Sub-licensing

Bidder CANNOT engage in Sub-Contracting, Sub-letting or Sub-licensing of its responsibilities and obligations as mentioned in the Scope of Work (**Section 1.8**).

1.11 Conflict of Interest

- 1.11.1** A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Nodal Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Authority for, inter alia, the time, cost and effort of the Nodal Authority including consideration of such Bidder’s bid, without prejudice to any other right or remedy that may be available to the Nodal Authority hereunder or otherwise.
- 1.11.2** The Nodal Authority requires that the Bidder provides solutions which at all times hold the Nodal Authority’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Nodal Authority.
- 1.11.3** Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- 1.11.3.1 the Bidder, its Consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Bidder, its Consortium member or Associate (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 or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 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 Consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- 1.11.3.1.1 where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
- 1.11.3.1.2 a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-Clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- 1.11.3.1.2.1 a constituent of such Bidder is also a constituent of another Bidder; or
- 1.11.3.1.2.2 such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- 1.11.3.1.2.3 such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

- 1.11.3.1.2.4 such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- 1.11.3.1.2.5 there is a conflict among this and other manpower provision services of the Bidder to the State. The duties of the Bidder will depend on the circumstances of each case. While providing manpower for data entry to the Nodal Authority for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment

1.12 Damages for Mishap/Injury

The Nodal Authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Bidder while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by the Bidder.

1.13 Termination of Bid / Bid Process:

The Nodal Authority may terminate the contract under following circumstances:

- 1.13.1 If the successful bidder withdraws its bid after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the Nodal Authority will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The Earnest Money and the Performance Security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Nodal Authority.
- 1.13.2 Insolvency
 - 1.13.2.1 The Bidder will be served a notice of termination by the Nodal Authority and will be required to make corrections within 30 days failing which the services will be treated as Terminated.
 - 1.13.2.2 In that event, the Nodal Authority will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Nodal Authority.

1.14 Arbitration

- 1.14.1.1 If dispute or difference of any kind shall arise between the Nodal Authority and the Bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 1.14.1.2 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Nodal Authority or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India and the rules there under. Any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. Arbitral Tribunal shall consist of three Arbitrators. Each Party shall appoint one Arbitrator and both Arbitrator shall appoint Presiding Arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person, appointed by the party appointing the outgoing Arbitrator, to act as the new Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees 1 Lakh (Rs.1,00,000/-).
- 1.14.1.3 Work under the contract, notwithstanding the existence of any such dispute or difference, shall continue during arbitration proceedings and no payment due or payable by the Nodal Authority shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- 1.14.1.4 Reference to arbitration shall be a condition precedent to any other action at law.
- 1.14.1.5 Venue of Arbitration: The venue of arbitration shall be Lucknow.

1.15 Applicable Law and Jurisdiction of Court

The contract shall be governed by and interpreted in accordance with the prevailing laws of India and as amended from time to time. The Court located at Lucknow shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

Appendix A: Detailed Breakdown of Blocks, District Hospitals, District HQ with CMOs and Divisions within each Cluster

CLUSTER 1		
DIVISION	DISTRICT	BLOCK
BAREILLY	BADAUN	ASAFPUR
		BILSI
		BINAWAR
		BISAUJI
		DATAGANJ
		DEHGAWAN
		ISLAMNAGAR
		JAGAT
		MIAON
		QUADER CHOWK
		SAHASWAN
		SAMRER
		UJHANI
		USAWAN
		WAZEERGANJ
	BAREILLY	AONLA
		BAHERI
		BHAMORA
		BHOJIPURA
		BITHRI CHAINPUR
		DALEL NAGAR
		FARIDPUR
		FATEHGANJ WEST
		KAYARA
		KUANDANDA
		MAJHGAWAN
		MIRGANJ
		MUNDIA NABI BAKSH
		NAWABGANJ
		RAMNAGAR
		SHERGARH
	PILIBHIT	AMARIA
		BARKHERA
		BHARATPUR HAZARA
		BILSANDA
		BISALPUR
		LALAUERIKHERA
		MARAURI
		PURANPUR

	SHAHJAHANPUR	BANDA
		BHAWAL KHERA
		DADROL
		JAIPUR
		JALALABAD
		KALAN
		KANTH
		KHUDAGANJ KATRA
		KHUTAR
		MIRZAPUR
		NIGOHI
		POWAYAN
		SINDHAULI
		TILHAR
MORADABAD	AMROHA	AMROHA
		DHANAURA
		GAJRAULA
		HASANPUR
		JOYA
		REHRA
	BIJNOR	BIJNOR URBAN
		CHANDAK
		DHAMPUR
		HALDAUR
		JALILPUR
		KASIMPUR GARHI
		KIRATPUR
		KOTWALI
		NAJIBABAD
		NEHTAUR
		NOORPUR
		SEOHARA
	MORADABAD	BHOJPUR
		BILARI
		DILARI
		KANTH
		KUNDERKI
		MUNDAPANDEY
		TAJPUR
		THAKURDWARA
	RAMPUR	BILASPUR
		CHAMRUA
		MILAK
		SAIDNAGAR

		SHAHBAD
		SWAR
		TANDA
	SAMBHAL	BAHJOI
		GUNNAUR
		JUNAWAI
		MANHOTA
		NAROLI
		PANWASA
		RAJPURA
		SAMBHAL
CLUSTER 2		
DIVISION	DISTRICT	BLOCK
ALIGARH	ALIGARH	AKRABAD
		ATRAULI
		BIJAULI
		CHAND AUS
		DHANIPUR
		GANGIRI
		GONDA
		IGLAS
		JAWAN
		KHAIR
		LODHA
		TAPPAL
	ETAH	ALIGANJ
		AWAGARH
		ETAH
		JAITHARA
		JALESAR
		MARAHRA
		NIDHAULI KALAN
		SAKIT
		SHITALPUR
	HATHRAS	HASAYAN
		HATHRAS
		MAHO
		MURSAN
		SADABAD
		SAHPAU
		SASNI
		SIKANDRA RAO
	KASGANJ	AMANPUR
		GANJ DUNDWARA

		KASGANJ
		PATIALI
		SAHAWAR
		SIDHPURA
		SORON
MEERUT	BAGHPAT	BAGHPAT
		BARAUT
		BINAULI
		CHHAPRAULI
		KHEKRA
		PILANA
	BULANDSHAHAR	ANUPSHAHAR
		ARANIYA
		BHAWAN BHADUR NAGAR
		BULANDSHAHAR
		DANPUR
		DEBAI
		GULAWATHI
		JAHANGIRABAD
		KHURJA
		LAKHAWATHI
		PAHASU
		SHIKARPUR
		SIKANDRABAD
		SYANA
		UNCHAGAON
	GAUTAM BUDH NAGAR	BISRAKH
		DADRI
		DANKAUR
		JEWAR
		NOIDA
	GHAZIABAD	BHOJPUR
		DASNA
		GHAZIABAD URBAN
		LONI
		MURADNAGAR
	HAPUR	DHAULANA
		GARH MUKTESHWAR
		HAPUR
		SIMBHAWALI
	MEERUT	DAURLA
		HASTINAPUR
		JANIKHURD
		KHARKHODA

		MACHRA
		MAWANA KALAN
		MEERUT
		PARIKSHITGARH
		RAJPURA
		ROHTA
		SARDHANA
		SARURPUR KHURD
SAHARANPUR	MUZAFFARNAGAR	BAGHARA
		BUDHANA
		CHARTHAWAL
		JANSATH
		KHATAULI
		MEGHAKHERI
		MORANA
		MUZAFFARNAGAR
		PURKAZI
		SHAHPURR
	SAHARANPUR	DEOBAND
		GANGOH
		MUZAFFARABAD
		NAGAL
		NAKUR
		NANAUTA
		PUWARKA
		RAMPUR MANIHARAN
		SADDAULI QADEEM
		SARSAWAN
		SUNEHTI
	SHAMLI	KAIRANA
		KANDHLA
		SHAMLI
		THANA BHAVAN
		UN
CLUSTER 3		
DIVISION	DISTRICT	BLOCK
AGRA	AGRA	ACHHNERA(KIRAWALI)
		AKOLA
		BAH
		BARAULI AHEER
		BICHPURI
		ETMADPUR
		FATEHABAD
		FATEHPUR SIKRI

		JAGNER
		JAIPUR KALAN
		KHANDAULI
		KHERAGARH
		PINAHAT
		SAIYAN
		SHAMSHABAD
	FEROZABAD	ARAON
		EKA
		FIROZABAD
		JASRANA
		KHERGARH
		MADANPUR
		NARKHI
		SHIKOHABAD
		TUNDLA
	MAINPURI	BARNAHAL
		GHIROR
		JAGIR
		KARHAL
		KISHNI
		KURAOLI
		MAINPURI RURAL
		SULTANGANJ
	MATHURA	BALDEO
		CHAUMUHAN
		CHHATA
		FARAH
		GOVERDHAN
		MANT
		MATHURA
		NANDGAON
		NAUJHEEL
		RAYA
JHANSI	JALAUN	DAKOR
		JALAUN
		KADAURA
		KONCH
		KUTHAND
		MADHAVGARH
		MAHEWA
		NADIGAUN
		RAMPURA
	JHANSI	BABINA

		BAMORE
		BANGRA
		BARAGAON
		CHIRGAON
		GURSARAI
		JHANSI URBAN
		MAURANIPUR
		MOTH
	LALITPUR	BAR
		BIRDHA
		JAKHAURA
		LALITPUR URBAN
		MADAWARA
		MEHRONI
		TALBEHAT
KANPUR	AURAIYA	ACHHALDA
		AIRWAKATRA
		AJIT MAL
		AURAIYA
		BHAGYA NAGAR
		BIDHUNA
		SAHAR
	ETAWAH	BARHPURA
		BASREHAR
		BHARTHANA
		CHAKARNAGAR
		ETAWAH
		JASWANT NAGAR
		MAHEWA
		TAKHA
	FARRUKHABAD	BARHPUR
		FAIZBAG
		KAIAMGANJ
		KAMALGANJ
		MOHAMDABAD
		NAWABGANJ
		RAJEPUR
	KANNAUJ	CHHIBRAMAU
		HASERAN
		JALALABAD
		SARAI MEERA
		SAURIKH
		TALGRAM
		UMARDA

	KANPUR(DEHAT)	AKBARPUR
		AMRAUDHA
		DERAPUR
		JHINJHAK
		MAITHA
		MALASA
		RAJJPUR
		RASULABAD
		SANDALPUR
		SARVANKHERA
	KANPUR(NAGAR)	BHITERGAON
		BIDHUNOO
		BILHAUR
		CHAUBEPUR
		GHATAMPUR
		KAKWAN
		KALYANPUR
		PATARA
		SARSAUL
		SHIVRAJPUR
CLUSTER 4		
DIVISION	DISTRICT	BLOCK
ALLAHABAD	ALLAHABAD	BAHRIA
		CHAKA
		DHANUPUR
		HANDIA
		HOLAGARH
		JASRA
		KARCHANA
		KAUDHIYARA
		KAURIHAR
		KORAON
		KOTWA
		MANDA
		MAUAIMA
		MEJA
		PHULPUR
		PRATAPPUR
		RAMNAGAR
		SAIDABAD
		SHANKARGARH
		SORAON
	FATEHPUR	AMAULI
		ASOTHAR

		BAHUWA
		BHITAURA
		DEVMAI
		DHATA
		GOPALGANJ
		HASWA
		HATHGAON
		KHAGA
		KHAJUHA
		TELYANI
		VIJAYIPUR
	KAUSHAMBI	CHAIL
		KANELI
		KARA
		MANJHANPUR
		MURATGANJ
		NEWADA
		SARSWAAN
		SIRATHU
	PRATAPGARH	ASPUR DEOSARA
		BABAGANJ
		GAURA
		KALAKANKAR
		KUNDA
		LAKSHAMANPUR
		LALGANJ
		MANDHATA
		MANGRORA
		PATTI
		PRATAPGARH BELHA
		SANDWA CHANDRIKA
		SANGIPUR
		SHIVGARH
		VIHAR
CHITRAKOOT	BANDA	BABERU
		BADOKHAR KHURD
		BISANDA
		JASPURA
		KAMASIN
		MAHUVA
		NARAINI
		TINDWARI
	CHITRAKOOT	KARVI
		MANIKPUR

		MAU
		PAHARI
		RAMNAGAR
		SHIVRAMPUR
	HAMIRPUR	DHAGWAN
		GOHAND
		KURARA
		MAUDAHA
		MUSKARA
		NAURANGA
		SUMERPUR
	MAHOBA	CHARKHARI
		JAITPUR
		KABRAI
		PANWARI
MIRZAPUR	BADOHI	AURAI
		BHADOI
		DIGH
		GYANPUR
		SURIYAWAN
	MIRZAPUR	CHIELH
		CHUNAR
		GURSANDI
		HALLIA
		JAMALPUR
		KACHAWA
		LALGAANJ
		MARIHAN
		PANDRI
		RAJGARH
		SEEKHAR
		VIJAYPUR
	SONBHADRA	BABHANI
		CHATARA
		CHOPPAN
		DUDDHI
		GHORAWAL
		MYORPUR
		NAGAWA
		ROBERTSGANJ
CLUSTER 5		
DIVISION	DISTRICT	BLOCK
BASTI	BASTI	BANKATI
		BHADURPUR

		BHANPUR
		GAUR
		HARRAIYA
		KAPTANGANJ
		KUDARAH
		MARWATIA
		PARASRAMPUR
		RUDHAULI
		SALTAUA
		SAUGHAT
		VIKRAMJOT
	SANT KABIR NAGAR	BAGHAULI
		HAISAR BAZAR
		MEHDAWAL
		NATH NAGAR
		PPC KHALILABAD
		SANTHA
		SEMARIYAWAN
	SIDDHARTH NAGAR	BANSI
		BARHNI
		BHANWAPUR
		BIRDPUR
		DOMARIYAGANJ
		ITWA
		JOGIA
		KHESRAHA
		KHUNIYAON
		MITHWAL
		NAUGARH
		USKA BAZAR
GORAKHPUR	DEORIA	BAITALPUR
		BANKATA
		BARHAJ
		BHAGALPUR
		BHALUANI
		BHATNI
		BHATPAR RANI
		DEORIA URBAN
		DESAHI DEORIA
		GAURI BAZAR
		LAR
		MAHEN
		MAJHGAWA
		PATHAR DEWA

		RAMPUR KARKHANA
		RUDRAPUR
		SALEMPUR
	GORAKHPUR	BANSGAON
		BELGHAT
		BHATHAT
		BRAHMPUR
		CAMPIERGANJ
		CHARGAWAN
		DERWA
		GAGAHA
		GOLA
		JUNGAL KODIA
		KAURI RAM
		KHAZANI
		KHORABAR
		PALI
		PIPRAICH
		PIPRAULI
		SAHJANWA
		SARDAR NAGAR
		URUWA
	KUSHINAGAR	CAPTAINGANJ
		DUDHAI
		FAZILNAGAR
		HATA
		KASIA
		KHADDA
		KUBERNATH
		MOTICHAK
		NEBUA NAURANGIA
		RAMKOLA
		SUKRAULI
		TAMKUHI
		TARYASUJAN
		URBAN PADRAUNA
		VISHNUPURA
	MAHARAJGANJ	BAHADURI
		DHANI
		GHUGHULI
		LAKSHMIPUR
		MAHARAJGANJ
		MITHAURA
		NICHLAUL

		PANIWARA
		PARTAWAL
		PHARENDA
		RATANPUR
		SISWA
CLUSTER 6		
DIVISION	DISTRICT	BLOCK
LUCKNOW	HARDOI	AHIROURI
		BAWAN
		BEHENDER
		BHARAWAN
		BHARKHANI
		BILGRAM
		HARIYAWAN
		HARPALPUR
		KACHOUNA
		KOTHAWAN
		MADHOGANJ
		MALLAWAN
		PIHANI
		SANDI
		SANDILA
		SHAHABAD
		SURSA
		TADIYAWAN
		TONDARPUR
	KHERI	BANKEYGANJ
		BEHJAM
		BIJUA
		DHAUREHRA
		ISANAGAR
		KHUMBHI
		LAKHIMPUR
		MITAULI
		MOHAMMADI
		NAKAHA
		NIGHASAN
		PALIA
		PASGAWAN
		PHOOLBEHAR
		RAMIABEHAR
	LUCKNOW	BUXI KA TALAB
		CHINHAT
		GOSAINGANJ

		KAKORI
		MALIHABAD
		MALL
		MOHANLAL GANJ
		SAROJANI NAGAR
	RAEBARELI	AMAWAN
		BACHRAWAN
		BELA BHELA
		DALMAU
		DEEH
		HARCHANDPUR
		JAGATPUR
		JATUWA TAPPA
		KHIRON
		LALGANJ
		MAHRAJGANJ
		NASEERABAD
		SALONE
		SARENI
		SHIVGARH
		UNCHA HAR
		URBAN
	SITAPUR	ALIYA
		BEHTA
		BISWAN
		GONDLAMAU
		HARGAON
		KASMANDA
		KHAIRABAD
		LAHARPUR
		MACHHREHTA
		MAHMUDABAD
		MAHOLI
		MISRIKH
		PAHALA
		PARSENDI
		PISAWAN
		RAMPUR MATHURA
		REUSA
		SANDA
		SIDHAULI
		SITAPUR URBAN
	UNNAO	ACHALGANJ
		ASOHA

		AURAS
		BANGARMAU
		BICHHIYA
		BIGHAPUR
		FATEHPUR CHAURASI
		GANJ MORADABAD
		HASANGANJ
		HILAULI
		MIANGANJ
		NAWABGANJ
		PURWA
		SAFIPUR
		SIKANDARPUR SARAUSI
		SUMERPUR
CLUSTER 7		
DIVISION	DISTRICT	BLOCK
FAIZABAD	AMBEDKAR NAGAR	AKBARPUR
		BASKHARI
		BHIAON
		BHITI
		JAHANGIRGANJ
		JALALPUR
		KATEHARI
		RAMNAGAR
		TANDA
	AMETHI	AMETHI
		BHADAR
		BHETUA
		FURSATGANJ
		GAURIGANJ
		JAGDISHPUR
		JAMON
		MUSAFIR KHANA
		SANGRAMPUR
		SHAHGARH
		SHUKUL BAZAR
		SINGHPUR
		TILOI
	BARABANKI	BANI KODAR
		BARAGAON MASAULI
		DARIYABAD
		DEWA
		FATEHPUR
		GHUNGHTAIR

		HAIDERGARH
		HARAKH
		JATABAROLI
		RAMNAGAR
		SIDHAUR
		SURATGANJ
		TIKAITNAGAR
		TRIVEDIGANJ
	FAIZABAD	BIKAPUR
		HARINTANGANJ
		KHANDASA
		MASODHA
		MAVAI
		MAYA BAZAR
		MILKIPUR
		PURA BAZAR
		RUDAULI
		SOHAWAL
		TARUN
	SULTANPUR	AKHAND NAGAR
		BALDI RAI
		BHADAIYAN
		DHANPATGANJ
		DOSTPUR
		DUBEY PUR
		JAI SINGH PUR
		KADIPUR
		KUREBHAR
		KURWAR
		LAMBHUA
		PRATAP PUR KAMAICHA
GONDA	BAHRAICH	BALHA
		CHITTAURA
		FAKHARPUR
		HUZOORPUR
		JARWAL
		KAISARGANJ
		MAHSI
		MIHINPURWA
		NAWABGANJ
		PAYAGPUR
		RISIA
		SHIVPUR
		TEJWAPUR

		VISHESHWARGANJ
	BALRAMPUR	GAINDAS BUZURG
		GAINSARI
		PACHERWA
		REHRA BAZAR
		SHEOPURA
		SHRIDUTTGANJ
		TULSIPUR
		UTRAULA
	GONDA	BABHANJOT
		BELSAR
		COLONELGANJ
		HALDHARMAU
		ITITYATHOK
		KATRA BAZAR
		MANKAPUR
		MASKANWA
		MUJEHANA
		NAWABGANJ
		PANDARIKRIPAL
		PARASPUR
		QUAZIDWAR
		RUPAIDEEH
		TARABGANJ
		WAZEERGANJ
	SRAWASTI	GILAUULA
		HARIHARPUR RANI
		IKAUNA
		JAMUNAHA
		SIRSIYA
CLUSTER 8		
DIVISION	DISTRICT	BLOCK
AZAMGARH	AZAMGARH	AHIRAULA
		ATROLIA
		AZAMATGARH
		BILIRIAGANJ
		HARAIYA
		JEHANAGANJ
		KOILASA
		LALGANJ
		MAHARAJGANJ
		MARTINGANJ
		MEHNAGAR
		MIRZAPUR

		MOBARAKPUR
		MOHAMMADPUR
		PALHANI
		PAWAI
		PHOOLPUR
		RANI KI SARAI
		SATIYAON
		TAHBARPUR
		TERWA
		THEKMA
	BALLIA	BAIRIA
		BANSDIH
		BELHARI
		BERUARWARI
		CHILKAHAR
		DUBHAR
		GARWAR
		HANUMANGANJ
		MANIYAR
		MURLI CHHAPRA
		NAGRA
		NAWANNAGAR
		PANDAH
		RASRA
		REWATI
		SIYAR
		SOHAON
	MAU	BADRAON
		DOHRI GHAT
		FATEHPUR MADAUN
		GHOSI
		KOPAGANJ
		MOHAMDABAD GOHANA
		PARDAHA
		RANIPUR
		RATANPURA
VARANASI	CHANDAULI	BARHANI
		CHAHANIA
		CHAKIA
		CHANDAULI
		DANAPUR
		NAUGARH
		NIYAMATABAD
		SAHABGANJ

		SAKALDIHA
	GHAZIPUR	BARACHAWAR
		BHADAURA
		BIRNO
		DEOKALI
		GONDAUR
		JAKHANYA
		KARANDA
		KASIMABAD
		MANIHARI
		MARDAH
		MIRZAPUR
		MOHAMMADABAD
		REOTIPUR
		SAIDPUR
		SUBHAKARPUR
		URBAN
		ZAMANYA
	JAUNPUR	BADALAPUR
		BARSATHI
		BUXA
		DHARAMAPUR
		DOBHI
		JALALPUR
		KARANJKALA
		KERAKAT
		KHUTHAN
		MACCHHLISHAHR
		MAHARAJGAANJ
		MARIYAHU
		MUFTIGANJ
		MUNGARA BADASHAPUR
		RAMNAGAR
		RAMPUR
		SHAHGANJ
		SIKRARA
		SOINTHAKALA
		SONDHI
		SUJANGANJ
	VARANASI	ARAZILINE
		BADAGAON
		CHIRAIKAON
		CHOLAPUR
		HARHUA
		KASHI VIDHYA PEETH

		PINDRA
		SEWAPURI

			NUMBER OF DEOs TO BE DEPLOYED / APPOINTED AT EACH FACILITY			
CLUSTER	DIVISION	DISTRICT	BLOCK LEVEL	DISTT. HOSPITAL LEVEL	DISTT. LEVEL (WITH CMOs)	DIVSN. LEVEL
CLUSTER 1	BAREILLY	BADAUN	15	2	1	1
		BAREILLY	16	2	1	
		PILIBHIT	8	2	1	
		SHAHJAHANPUR	14	2	1	
	MORADABAD	AMROHA	6	2	1	1
		BIJNOR	12	2	1	
		MORADABAD	8	2	1	
		RAMPUR	7	2	1	
		SAMBHAL	8	1	1	
CLUSTER 2	ALIGARH	ALIGARH	12	4	1	1
		ETAH	9	2	1	
		HATHRAS	8	2	1	
		KASGANJ	7	1	1	
	MEERUT	BAGHPAT	6	1	1	1
		BULANDSHAHR	15	5	1	
		GAUTAM BUDH NAGAR	5	1	1	
		GHAZIABAD	5	3	1	
		HAPUR	4	0	1	
		MEERUT	12	2	1	
	SAHARANPUR	MUZAFFARNAGAR	10	2	1	1
		SAHARANPUR	11	2	1	
		SHAMLI	5	0	1	
CLUSTER 3	AGRA	AGRA	15	2	1	1
		FEROZABAD	9	3	1	
		MAINPURI	8	2	1	
		MATHURA	10	3	1	
	JHANSI	JALAUN	9	2	1	1
		JHANSI	9	2	1	
		LALITPUR	7	2	1	
	KANPUR	AURAIYA	7	2	1	1
		ETAWAH	8	2	1	
		FARRUKHABAD	7	2	1	
		KANNAUJ	7	2	1	
		KANPUR(DEHAT)	10	2	1	
		KANPUR(NAGAR)	10	4	1	
CLUSTER 4	ALLAHABAD	ALLAHABAD	20	3	1	1
		FATEHPUR	13	2	1	

			NUMBER OF DEOs TO BE DEPLOYED / APPOINTED AT EACH FACILITY			
CLUSTER	DIVISION	DISTRICT	BLOCK LEVEL	DISTT. HOSPITAL LEVEL	DISTT. LEVEL (WITH CMOs)	DIVSN. LEVEL
		KAUSHAMBI	8	1	1	
		PRATAPGARH	15	2	1	
	CHITRAKOOT	BANDA	8	2	1	1
		CHITRAKOOT	6	1	1	
		HAMIRPUR	7	2	1	
		MAHOBA	4	2	1	
	MIRZAPUR	BADOHI	5	1	1	1
		MIRZAPUR	12	2	1	
		SONBHADRA	8	1	1	
CLUSTER 5	BASTI	BASTI	13	3	1	1
		SANT KABIR NAGAR	7	1	1	
		SIDDHARTHNAGAR	12	1	1	
	GORAKHPUR	DEORIA	17	2	1	1
		GORAKHPUR	19	2	1	
		KUSHINAGAR	15	1	1	
		MAHARAJGANJ	12	1	1	
CLUSTER 6	LUCKNOW	HARDOI	19	2	1	1
		KHERI	15	2	1	
		LUCKNOW	8	9	1	
		RAEBARELI	17	2	1	
		SITAPUR	20	2	1	
		UNNAO	16	2	1	
CLUSTER 7	FAIZABAD	AMBEDKAR NAGAR	9	1	1	1
		AMETHI	13	0	1	
		BARABANKI	14	3	1	
		FAIZABAD	11	5	1	
		SULTANPUR	12	2	1	
	GONDA	BAHRAICH	14	2	1	1
		BALRAMPUR	8	3	1	
		GONDA	16	2	1	
SRAWASTI		5	1	1		
CLUSTER 8	AZAMGARH	AZAMGARH	22	4	1	1
		BALLIA	17	2	1	
		MAU	9	2	1	
	VARANASI	CHANDAULI	9	2	1	1
		GHAZIPUR	17	2	1	
		JAUNPUR	21	2	1	
		VARANASI	8	4	1	
TOTAL			820	158	75	18

Appendix B: Bidder's Information

PARTICULARS OF THE BIDDER'S COMPANY

[To be furnished by the Bidder and In case of Consortium to be given separately by each member]

1. Name:
2. Full Registered Address:
 - Phone:
 - Fax:
 - Mail ID:
3. Full Address of Operating Branch:
 - Phone:
 - Fax:
 - Mail ID:
4. Type of Organization: Company / Firm / Agency / Trust / Society / Consortium
5. Banker of the Company / Firm / Agency / Trust / Society / Consortium
 - Name:
 - Full Address:
 - Attach certificate copy of statement of Account for the last three years:
 - Telephone Number:
6. Registration Numbers (as applicable)

PAN No.	
Service Tax Registration No.	
EPF Registration No.	
ESI Registration No.	
Sales Tax Registration No.	
VAT Registration No.	

Note: Attached attested copy of the certifications that apply. In case of non-applicability of any of the mentioned certifications of registration, the Bidder shall provide a Declaration on its letter-head stating provisions under law for exemption

7. Financial Turnover of the Company / Firm / Agency / Trust / Society / Consortium for the last three Financial Years with documentary proof thereof. (Attach separate sheet if space provided is insufficient).

Financial Year	Amount in Lakhs	Remarks, if any
2013-14		
2014-15		
2015-16		

Note: Provide copy of Audited Accounts Statement for the past three financial years.

8. Experience Certificate of the Bidder. Refer to **Appendix I**
9. Copy of Income Tax Return for past three financial years

10. Brief write-up about the Company / Firm / Agency / Trust / Society / Consortium.
(Use extra sheet if necessary).

Signature of Authorized Person/Bidder

Date:

Place:

Name

Office Seal

Appendix C: Forwarding Letter

(To be submitted by all bidders with their Technical Bid on their Company Letterheads)

Date:

To

The Mission Director, National Health Mission
19-A Vishal Complex, Vidhan Sabha Marg
Lucknow-226001

Sub: Bid for supply of services under Bid No.....

Dear Sir,

1. We are submitting, herewith our bid for providing data entry services for Clusters (....specify Clusters.....) in the State.

We are enclosing Receipt No..... or Demand Draft No....., Dated..... (amount Rs.....) towards Bid cost / fee (if document has been downloaded from website)

and FD/BG No..... Dated.....(Amount Rs.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favour of **State Health Society, Uttar Pradesh payable at Lucknow.**

2. We agree to accept all the terms and condition stipulated in your Bid enquiry. We also agree to submit Performance Security as per **Section 1.7.5** of Bid Enquiry document.
3. We agree to keep our offer valid for the period stipulated in your Bid enquiry.

Enclosures:

- 1.
- 2.
- 3.

Signature of the Bidder.....

Seal of the Bidder.....

Appendix D: Financial Bid

Terms and conditions of the price offerings:

1. A **SINGLE FINANCIAL BID PRICE** quoted by the Bidder will be the “**Evaluated Total Cost**” it will charge **per Month per Cluster** for the **Data Entry Operator Services**, adjusting for the one time **IT Set up Cost payment** (please refer **Clause 1.9.2**)
2. This **SINGLE FINANCIAL BID PRICE** will be for performing all the responsibilities in the scope of work and adhering to service and operation requirements specified in the RFP.
3. The **SINGLE FINANCIAL BID PRICE** must be entered and submitted as per the table below
4. Bidders quoting conditional pricing or different prices for different services will be rejected straight way at the time of opening of the financial bid.
5. Different Financial Bid Quotes/ Prices can be submitted for different Clusters.
6. Bidder can bid for **MAXIMUM FOUR (4) different CLUSTERS**.

Cluster	Financial Bid Quote/Price in <u>Value</u> for Data Entry Operator Services per <u>Month per Cluster</u> (in Rupees)	Financial Bid Quote/Price in <u>Words</u> (in Rs. per Month)
Cluster 1		
Cluster 2		
Cluster 3		
Cluster 4		
Cluster 5		
Cluster 6		
Cluster 7		
Cluster 8		

Signature of the Authorized Signatory

Name and Designation of the Authorized Signatory

Appendix E: Proforma for Bank Guarantee for EMD / Bid Security

Format for Bank Guarantee for Earnest Money Deposit (EMD)

[To be issued by any Nationalized Bank or Indian Scheduled Commercial Bank]

Whereas (hereinafter called the "Bidder") has submitted their offer datedfor the supply of(hereinafter called the "Bid") against Nodal Authority's Bid enquiry number

KNOW BY ALL MEN by these presents that WEofhaving registered office at are bound unto(hereinafter called the "Nodal Authority") in the sum offor which payment will and truly to be made to the said Nodal Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with Common Seal of the said bank thisday of20....

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Nodal Authority during the period of its validity
 - a. Fails to furnish the performance security for the due performance of the contract.
 - b. Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force up to the Bid Validity period and any demand in respect of it should reach the Bank not later than the last date within the Bid Validity Period.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

Appendix F: Declaration by the Bidder

[To be furnished by the Bidder & In case of Consortium to be given separately by each member]

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper

1. I, the undersigned, do hereby certify that all the statements made in our bid are true and correct.
2. The undersigned hereby certifies that neither our company / firm / agency / trust / society / Consortium
M/s.....nor any of its directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our company / firm / agency / trust / society / Consortium
M/s.....nor any of its Directors/ President/Chairperson/Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a) Our company / firm / agency / trust / society / Consortium
.....has not been criminally indicted or punished for any offence, nor is/are any criminal case(s) pending before any Competent Court; and/or
 - b) The Director/President/Chairman/Trustee/Partner of our company / firm / agency / trust / society / Consortium criminally indicted or convicted of any offence nor is/are any criminal case(s) or pending before any Competent Court.
 - c) We have not been found guilty and are not found to be involved in any pending /ongoing CBI or Criminal Litigations. In case of any pending /ongoing litigation(s) of the aforementioned nature, involving our company / firm / agency / trust / society / Consortium, we agree to declare the same.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Medical, Health & Family Welfare, Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
 - a) The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Mission Director, National Health Mission, Uttar Pradesh
 - b) I / We agree that we shall keep our price valid for a period of 180 DAYS (One hundred and eighty days) from the date of opening of the bid. I / We will abide by all the terms & conditions set forth in the Bid documents No.

Signed by an Authorized Officer of the Bidder / Lead Bidder:

Title of Officer:

Name of our company / firm / agency / trust / society / Consortium:

Date:

Appendix G: List of Clusters interested in Bidding for

Name of the bidder:

Cluster	Indicate with YES / NO for the Cluster for which Bid is being placed
Cluster 1	
Cluster 2	
Cluster 3	
Cluster 4	
Cluster 5	
Cluster 6	
Cluster 7	
Cluster 8	

Signature of the Authorized Signatory

Name and Designation of the Authorized Signatory

Appendix H: DEO Work Plan / Work Schedule (Indicative)

S. No.	Activity*	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Week 1	Week 2	Week 3	Week 4	Monthly
1	MCTS Data Entry (at least 4-5 hours per day)											
2	HMIS Data Entry											
3	UPHMIS Data Feeding											
4	Support to conduct validation committee meeting and correct the data as per requirement and suggested during validation meeting											
5	Prepare reports and analysis for ARM and support to conduct ARM											
6	DEO Mobility (Supportive Supervision for Data Validation and Verification with manual records and handholding 3 days and covering 3 Facilities)											

- **Working hours:** The normal working hours shall be from 09.30 to 18.00 hours, including lunch break/rest (1/2 hour) on all working days. Working days shall be six (6) days a week.
- **Weekly-off:** Every worker shall be given a weekly off on Sunday with the provisions of Minimum Wages Act, 1948 as applicable in the state of UP as amended from time to time. The Service Provider/DEO may be called upon for the services on Sunday or Labour holidays also, if required, without any extra charge other than prorated wages as per the Minimum Wages Rules.
- **Permitted leaves:** The DEO shall follow the Government of U.P. holiday (leaves) calendar and the permitted leaves shall be maximum 15 days in a year.
- **Other activities by DEO:** The DEO may (if need be) carry out activities other than those listed in the work-plan to a maximum of 16 hours per month.

Appendix I: Experience Certificate

Give details of three major similar contracts handled by the Company / Firm / Agency / Trust / Society / Consortium during the last three years as per Clause 1.5.4.5 . (Attach separate sheet if space provided is insufficient). Provide documentary evidence of experience for the below mentioned experiences.

S. No.	Details of the client along with address, telephone and FAX numbers.	Description of Services	Amount value of the contract (in Rs. Lakhs)	Number of DEOs / Skilled Manpower Provided	Duration of the Contract	
					From	To
1.						
2.						
3.						

MANDATORY to provide the below supporting documents:

Copy of User/Client certificate regarding satisfactory completion of each of the assignments or regarding satisfactory performance in an ongoing assignment for each of the experiences quoted should also be submitted.

(Attach extra sheet for above Proforma if required).

Signature.....

Name

Appendix J: Undertaking on Data Entry Operator Profile Requirement

We, M/s _____

hereby declare and agree to supplying Data Entry Operators which meet the below Qualification criteria:

- He/she should have the minimum qualification of 10+2 pass with at least CCC Certification
- He/she should be between the age group of 18 years to 35 years.
- He/she should have at least 2 years' experience of working as Data Entry Operators/Stenographers in reputed Public /Private institutions / Central / State Government offices.
- He/she should be proficient in working with computers and should necessarily have knowledge of MS Excel / MS Word / MS Power Point etc.
- He/she should have Character certificate from a Group 'A' or Class-I Gazetted Officer of the Central Government/state Government per Notary Public.
- His/her antecedents should have been verified by the Bidder from the local police authorities.

The Selected Bidder will have to provide attested copy of the certificates showing educational qualifications of each of the DEOs with the list of the DEOs that shall be deployed by the bidder.

Appendix K: Litigation Declaration Proforma

[If Applicable, to be furnished by the Bidder & In case of Consortium to be given separately by each member, wherever applicable]

S. No.	Particulars	Inputs / Remarks / Details
1.	Case Name	
2.	Case Number	
3.	Government Order No. and details, if applicable	
4.	Name of the Court	
5.	Jurisdiction in which Case was Filed	
6.	Name(s) of Litigant(s)	
7.	Describe Nature of Litigation	
8.	Outcome of the Case	
9.	Any Additional Information	

(Attach extra sheet for above Performa if required).

Signature.....

Name

Appendix L: Escalation Matrix

- Escalation matrix specifies contacts within the Authority to be notified in case of critical issues pending resolution that may lead to inefficiency in project functioning / achievement of milestones/objectives, fulfillment of Service Provider's obligations, and which may in-turn impact the project goals and performance of the Service Provider.
- These Points of Contact (POCs) within the Authority that shall resolve the issue in a time-bound manner.
- All issues shall be resolved first at the lowest level (Escalation Level 1). A subsequently higher level of escalation shall be resorted to when the previous escalation at the lower level has not yielded any resolution or desired result despite proper official communication, follow ups and update.

S No.	Particulars	Level 1 Escalation	Level 2 Escalation	Level 3 Escalation
1.	Escalation related to Data Data Documentation Data Collation Data Submission Data Entry Data Collection (from Private Hospitals) Data Quality Data Documentation Formats Supportive Supervisory Visits during Mobility Any related documentation/submission DEO deployment and work related	MOI/C (Block)	CMO (District)	AD (Division)
2.	Escalation related to Training	AD (Division)	Nodal Person as nominated by DGMH	

Appendix M: Responsibility Matrix

S No.	Responsibility	Sub-center	PHC	Block/CHC/Other Data entry office/facility	District Hospitals/Medical Colleges	Private Hospitals
1.	Data Documentation (on approved formats)	ANM	Individual as identified by the respective department	Individual as identified by the respective departments	Respective Data Entry Operator	Hospital Staff
2.	Data Collation and Submission	ANM	Nodal person to be identified from one of the below*: 1) Pharmacist 2) Lab Technician 3) ANM 4) Medical Officer	MO I/C or any person designated by the MOI/C	CMS/hospital administrator	Hospital Staff
3.	Conduct of monthly staff meetings for data collation	-	Medical Officer	MO I/C or any person designated by the MOI/C	CMS/Hospital Administrator	MO I/C or any person designated by the MOI/C**
4.	Supervisory: Overall Data Quality	-	Medical Officer	MO I/C or any person designated by the MOI/C	CMS/Hospital Administrator	MO I/C or any person designated by the MOI/C**
5.	Supervisory: Overall Monitoring and Responsibility	-	Medical Officer	MO I/C or any person designated by the MOI/C	CMS/Hospital Administrator	

**The responsibility for HMIS/UPHMIS data collation shall lie with the role existing in the PHC in the given order of priority.*

*** In the private facilities in the District Head Quarter (DHQ), the CMO or a person designated by the CMO shall be responsible*