



**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF SERVICE PROVIDER FOR HMIS/UPHMIS/MCTS DATA ENTRY SERVICES IN UP**

**PART I – Instructions to Bidders**

**Issue Date:** \_\_\_\_\_ **Number:** \_\_\_\_\_  
RFP Reference: **SPMU/MIS/DE Outsourcing/90.1/2016-17**

**National Health Mission, Uttar Pradesh**

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**5th April, 2017**

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## Glossary

S. No.	Item	Abbreviation Description or Definitions / Interpretations
1.	<b>AD-Division</b>	Additional Director-Division
2.	<b>BG</b>	Bank Guarantee
3.	<b>Bidder</b>	A Sole Bidder or the Principal / Lead Bidder in a Consortium
4.	<b>BPM</b>	Block Programme Manager
5.	<b>CHC</b>	Community Health Centre
6.	<b>CMO</b>	Chief Medical Officer
7.	<b>CMS</b>	Chief Medical Superintendent
8.	<b>Contract Signing Authority</b>	Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
9.	<b>DD</b>	Demand Draft
10.	<b>DEO</b>	Data Entry Operator
11.	<b>DGMH</b>	Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
12.	<b>DPM</b>	District Programme Manager
13.	<b>EMD</b>	Earnest Money Deposit or Bid Security
14.	<b>FDR</b>	Fixed Deposit Receipt
15.	<b>HMIS</b>	Health Management Information System
16.	<b>ICT</b>	Information & Communication Technology
17.	<b>MCTS</b>	Mother and Child Tracking.
18.	<b>MO I/C</b>	Medical Officer In-charge
19.	<b>NHM</b>	National Health Mission
20.	<b>Nodal Authority</b>	Mission Director, National Health Mission, Uttar Pradesh
21.	<b>NUHM</b>	National Urban Health Mission
22.	<b>PAN</b>	Permanent Account Number
23.	<b>Paying Authority</b>	A Nodal Authority/Person nominated by the State Government
24.	<b>PHC</b>	Primary Health Centre
25.	<b>POA</b>	Power of Attorney
26.	<b>RCH</b>	Reproductive Child Health
27.	<b>RFP</b>	Request for Proposal
28.	<b>SC</b>	Sub-Centre
29.	<b>TDS</b>	Tax Deducted at Source
30.	<b>UPHC</b>	Urban Primary Health Centre
31.	<b>UPHMIS</b>	Uttar Pradesh Health Management Information System
32.	<b>VCM</b>	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 HMIS/UPHMIS/MCTS 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	<a href="http://upnrhm.gov.in/tenders.php">http://upnrhm.gov.in/tenders.php</a>																		
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	Successfully conducted on 16/01/2017 at 12 P.M. at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow																		
6.	Pre-Bid meeting venue																			
7.	Bid Submission date and time	26th April 2017 at 1 P.M.																		
8.	Time, date and venue of opening of Technical Bid	26th April 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, 18 Divisions and 116 UPHCs (under NUHM), are open for bidding (Cluster details are included in <b>Appendix A</b> ). A Bidder can bid for one or more Clusters, and up to a maximum of 4 Clusters.																		
10.	EMD (Earnest Money Deposit)	<table border="1"> <thead> <tr> <th>CLUSTER</th> <th>EMD PER CLUSTER (IN RS. LAKHS)</th> </tr> </thead> <tbody> <tr> <td>CLUSTER 1</td> <td>3.20</td> </tr> <tr> <td>CLUSTER 2</td> <td>4.15</td> </tr> <tr> <td>CLUSTER 3</td> <td>4.30</td> </tr> <tr> <td>CLUSTER 4</td> <td>3.30</td> </tr> <tr> <td>CLUSTER 5</td> <td>2.70</td> </tr> <tr> <td>CLUSTER 6</td> <td>3.10</td> </tr> <tr> <td>CLUSTER 7</td> <td>3.00</td> </tr> <tr> <td>CLUSTER 8</td> <td>3.10</td> </tr> </tbody> </table> <p>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.</p>	CLUSTER	EMD PER CLUSTER (IN RS. LAKHS)	CLUSTER 1	3.20	CLUSTER 2	4.15	CLUSTER 3	4.30	CLUSTER 4	3.30	CLUSTER 5	2.70	CLUSTER 6	3.10	CLUSTER 7	3.00	CLUSTER 8	3.10
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CLUSTER 4	3.30																			
CLUSTER 5	2.70																			
CLUSTER 6	3.10																			
CLUSTER 7	3.00																			
CLUSTER 8	3.10																			
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																		

S. No.	Description	Schedule																		
		be awarded more than one cluster if the bidder is qualified for undertaking multiple clusters.																		
12.	Bid Parameter(s)	<b>SINGLE Financial Bid Price</b> quoted by the Bidder shall be the “ <b>Evaluated Total Cost</b> ” it will charge <u>per Month per Cluster</u> for the Data Entry Services																		
13.	Performance Security	<table border="1"> <thead> <tr> <th>CLUSTER</th> <th>PERFORMANCE SECURITY PER CLUSTER (IN RS. LAKHS)</th> </tr> </thead> <tbody> <tr> <td>CLUSTER 1</td> <td>48.50</td> </tr> <tr> <td>CLUSTER 2</td> <td>62.20</td> </tr> <tr> <td>CLUSTER 3</td> <td>64.80</td> </tr> <tr> <td>CLUSTER 4</td> <td>49.20</td> </tr> <tr> <td>CLUSTER 5</td> <td>40.90</td> </tr> <tr> <td>CLUSTER 6</td> <td>46.30</td> </tr> <tr> <td>CLUSTER 7</td> <td>45.60</td> </tr> <tr> <td>CLUSTER 8</td> <td>46.40</td> </tr> </tbody> </table> <p>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.</p>	CLUSTER	PERFORMANCE SECURITY PER CLUSTER (IN RS. LAKHS)	CLUSTER 1	48.50	CLUSTER 2	62.20	CLUSTER 3	64.80	CLUSTER 4	49.20	CLUSTER 5	40.90	CLUSTER 6	46.30	CLUSTER 7	45.60	CLUSTER 8	46.40
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CLUSTER 7	45.60																			
CLUSTER 8	46.40																			

### 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:

- General instructions to Bidders for bidding process (Section 1.5)
- 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)
- Bidder’s appointment process (Section 1.7)
- Payment Terms (Section 1.9)
- Bid submission document formats (Appendix B, C, D, E, F, G, I, J, K, O, P & S)

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

- About the project and its objectives (Section 1.4)
- Scope of work for the Bidder (Section 1.8)
- 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 has been 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 providing Data Entry Services:

- **Provision of skilled Data Entry Operators (DEO) and Supervisors** for data entry services majorly focusing on the Health Management Information System (HMIS), Mother and Child Tracking (MCTS)/Reproductive Child Health (RCH) and Uttar Pradesh Health Management Information System (UPHMIS) portals for the state of UP. The MCTS portal shall be replaced by RCH portal. The terms MCTS and RCH shall be used interchangeably.
- **Provision of brand new purchased (not rental or refurbished) IT Equipment, Consumables and Supplies for Data Entry Services**, comprising of a desktop computer (with monitor, CPU, keyboard and mouse) or laptop computer, laser jet printer, data card for internet connectivity and printing supplies like cartridge and printing paper at all data entry offices/facilities in the cluster(s) for which the Bidder has successfully bid.
- **Provision of Supportive Supervision for data entry through data validation and verification** by conducting minimum three visits to three different identified Facilities in a month, 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”). The Authority reserves the right to extend the Term of the contract by a maximum of further **1 (one) year**, on same terms & conditions.
- 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 Hospitals, District Level (CMOs), Divisional Level and at UPHCs under NUHM. These indicators values help:

- Monitor and evaluate the performance of 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 75 districts gets consolidated at the respective Offices/Facilities, 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 Pre-Bid Meeting and Clarifications

- 1.5.3.1 The first version of RFP was published on 05th January 2017 by Nodal Authority.
- 1.5.3.2 Nodal Authority conducted a pre-bid meeting with the prospective bidders on 16th January 2017 at 12:00 hours, at Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP.
- 1.5.3.3 No further pre-bid meetings will be conducted for this RFP.

### 1.5.3.4 Responses to Pre-Bid Queries and Issue of Revised RFP

- 1.5.3.4.1 Based the queries received from the bidders, the Nodal Authority has issued a revised RFP on **5th April 2017**.
- 1.5.3.4.2 The revised RFP is posted on website <http://upnrhm.gov.in>
- 1.5.3.4.3 The bidders are advised to refer this Revised RFP for preparation and submission of their bids.
- 1.5.3.4.4 In order to provide prospective Bidders reasonable time for taking the Revised RFP into account, Nodal Authority has revised the last date for the receipt of the Bids (as indicated in BDS Table S. No. 7.)

### 1.5.4 Key Eligibility Requirements of the Bid

#### 1.5.4.1 RFP Document Fees

- 1.5.4.1.1 This RFP document can be downloaded from <http://upnrhm.gov.in>
- 1.5.4.1.2 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.

#### 1.5.4.2 Earnest Money Deposit (EMD)

- 1.5.4.2.1 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	3.20
CLUSTER 2	4.15
CLUSTER 3	4.30
CLUSTER 4	3.30
CLUSTER 5	2.70
CLUSTER 6	3.10
CLUSTER 7	3.00
CLUSTER 8	3.10

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.

- 1.5.4.2.2 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.

1.5.4.2.3 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.

1.5.4.2.4 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 1.5.5.11*) 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.

1.5.4.2.5 The submitted EMD shall remain in force up to and including 45 (Forty-Five) days after the period of Bid validity (i.e. 225 days from the date of opening of bids).

#### 1.5.4.3 Submission of Bids

The Bidder shall submit the bid in one large envelope superscripted with SPMU/MIS/DE Outsourcing/90.1/2016-17. The bid shall be made in **THREE (3) SEPARATE SEALED ENVELOPES**, all placed within the large envelope, each superscripted with SPMU/MIS/DE Outsourcing/90.1/2016-17. The original bid documents shall be duly stamped and signed in each page and as given below:

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

1.5.4.3.1.1 *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>.*

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

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

1.5.4.3.2 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:

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

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

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

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

1.5.4.3.2.5 *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 (Refer Appendix S for Proforma for Power of Attorney. To be furnished by the Bidder & In case of Consortium by Lead Member on a Non – Judicial Stamp Paper of Rs. 100 duly attested by Executive Magistrate / Public Notary).*

- 1.5.4.3.2.6 *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.*
- 1.5.4.3.2.7 *Copy of Registration Certificate with Labour Department, for hiring manpower to undertake such business*
- 1.5.4.3.2.8 *Copy of Registration Certificate under Contract Labour (Regulation & Abolition) Act 1970.*
- 1.5.4.3.2.8.1 *In case, the Bidder is not registered under Contract Labour (Regulation & Abolition) Act 1970, then the Bidder shall submit an undertaking on its Letterhead, at the time of Bid Submission, that the Bidder shall get registered under Contract Labour (Regulation & Abolition) Act 1970 within 30 days of Contract Signing; or shall demonstrate that the provisions of Contract Labour (Regulation & Abolition) Act 1970 do not apply to the Bidder, by providing confirmation in written from the concerned Authority. Failure to abide by this shall make the Bidder liable to necessary action by the Authority as per Clause 1.7.7.1 of the RFP Part 1.*
- 1.5.4.3.2.9 *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**.*
- 1.5.4.3.2.10 *Bidder's declaration on its Letterhead for the following:*
- 1.5.4.3.2.10.1 *Proof of the OPC / Company / Society / Trust / LLP / Partnership / Lead Bidder (In case of Consortium) having at least three (3) years' experience, in the past five (5) years, in providing data entry or computer operators for data entry or administrative work to reputed Private Sector Companies/Public Sector Companies/Banks and Government Departments, etc.*
- 1.5.4.3.2.10.2 *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.*
- 1.5.4.3.3 **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,



- 1.5.4.3.4 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.
- 1.5.4.3.5 In case of discrepancy in the quoted prices, the price written in words will be taken as final and valid.
- 1.5.4.3.6 Please note that Prices should not be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- 1.5.4.3.7 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".
- 1.5.4.3.8 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.
- 1.5.4.3.9 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).
- 1.5.4.3.10 Cover page and Cover Letter of the bid shall be initialed and stamped by the person or persons who sign the bid.

**1.5.4.4 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.

**1.5.4.5 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.

**1.5.4.6 Late Bids**

- 1.5.4.6.1 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.
- 1.5.4.6.2 The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 1.5.4.6.3 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.
- 1.5.4.6.4 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.

**1.5.5 Evaluation Process**

- 1.5.5.1 Nodal Authority will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.
- 1.5.5.2 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.
- 1.5.5.3 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.
- 1.5.5.4 The Evaluation shall only be carried out Cluster wise.
- 1.5.5.5 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	<p><b>Financial Strength of the Bidder</b>  <i>The Bidder must have an average annual turnover from the last 3 financial years as specified below, for the Clusters it is bidding for:</i></p> <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>1.60</td> </tr> <tr> <td>CLUSTER 2</td> <td>2.10</td> </tr> <tr> <td>CLUSTER 3</td> <td>2.20</td> </tr> <tr> <td>CLUSTER 4</td> <td>1.60</td> </tr> <tr> <td>CLUSTER 5</td> <td>1.40</td> </tr> <tr> <td>CLUSTER 6</td> <td>1.50</td> </tr> <tr> <td>CLUSTER 7</td> <td>1.50</td> </tr> <tr> <td>CLUSTER 8</td> <td>1.55</td> </tr> </tbody> </table> <p>In case of a Consortium, the arithmetic sum of the average turnover of last three financial years, of the Consortium members, shall be required to be more than or equal to the turnover requirement.</p> <p>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.</p>	CLUSTER	MIN. TURNOVER REQUIREMENT PER CLUSTER (IN RS. CRORES)	CLUSTER 1	1.60	CLUSTER 2	2.10	CLUSTER 3	2.20	CLUSTER 4	1.60	CLUSTER 5	1.40	CLUSTER 6	1.50	CLUSTER 7	1.50	CLUSTER 8	1.55
CLUSTER	MIN. TURNOVER REQUIREMENT PER CLUSTER (IN RS. CRORES)																		
CLUSTER 1	1.60																		
CLUSTER 2	2.10																		
CLUSTER 3	2.20																		
CLUSTER 4	1.60																		
CLUSTER 5	1.40																		
CLUSTER 6	1.50																		
CLUSTER 7	1.50																		
CLUSTER 8	1.55																		
2	<p><b>Past Experience of the Bidder</b>            One (1) service contract for providing manpower for data entry or admin. work, involving min. 100 data entry operators or computer 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 or computer operators, and each of not less than Rs. 50 Lakhs/ annum.</p>																		

S. No.	Criteria
	<p><i>Bidder (or Lead Bidder in case of Consortium) 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></p>
3	<p><b>Undertaking on Data Entry Operator Profile Requirement</b>  <i>The Bidder MUST submit an Undertaking, as per <b>Appendix J</b>, 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 Data Entry Operators deployed under this Agreement:</i></p> <ul style="list-style-type: none"> <li>• He/she should have the minimum qualification of 10+2 pass with at least CCC Certification</li> <li>• He/she should be between the age group of 18 years to 35 years.</li> <li>• 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.</li> <li>• He/she should be proficient in working with computers and should necessarily have knowledge of MS Excel / MS Word / MS Power Point etc.</li> <li>• His/her antecedents should have been verified by the Bidder from the local police authorities, within one month from date of joining.</li> </ul> <p><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></p>
4	<p><b>Undertaking on Supervisor Profile Requirement</b>  <i>The Bidder MUST submit an Undertaking, as per <b>Appendix O</b>, 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 Supervisors deployed under this Agreement:</i></p> <ul style="list-style-type: none"> <li>• He/she should be a Graduate from a Government recognized University / College.</li> <li>• He/she should be between the age group of 28 years to 45 years.</li> <li>• He/she should have at least 3 years' experience in Supervising Data Entry Operations (including Data Validation, Data Quality, and Reporting) in reputed Public /Private institutions / Central / State Government offices.</li> <li>• He/she should have at least 2 years' experience in managing a team of at least fifty (50) Data Entry Operators or Computer Operators and should be proficient in Business Communications.</li> <li>• He/she should have at least 1 year of experience in dealing with Government stakeholders and should have been responsible for Administrative Tasks in the project</li> <li>• He/she should be proficient in working with computers and should necessarily have knowledge of MS Excel / MS Word / MS Power Point etc.</li> <li>• His/her antecedents should have been verified by the Bidder from the local police authorities, within one month from date of joining.</li> </ul> <p><i>The Selected Bidder will have to provide attested copy of the certificates showing educational qualifications of each of the Supervisor with the list of the Supervisors that shall be deployed by the bidder.</i></p>

- 1.5.5.6 Financial bids of only those bidders, who qualify on technical qualification criteria during Technical Bid Evaluation, will be considered and opened.
- 1.5.5.7 The Bid Evaluation Committee may co-opt representatives of one or more relevant Departments Agencies/Entities as may be deemed necessary.
- 1.5.5.8 The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their bids.
- 1.5.5.9 The Bid Evaluation Committee reserves the right to reject any or all bids on the basis of any deviations.

#### 1.5.5.10 Bid Opening

- 1.5.5.10.1 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.
- 1.5.5.10.2 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.

#### 1.5.5.11 Bid Validity

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

#### 1.5.5.12 Bid Scrutiny

- 1.5.5.12.1 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.
- 1.5.5.12.2 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.
- 1.5.5.13 **Evaluation for Eligibility:** The bids will be evaluated for Eligibility to bid based on documents submitted. The following documents will be examined:

- 1.5.5.13.1 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.
- 1.5.5.13.2 Submission of Eligibility Documents with respect of Technical Eligibility requirement as stated in Clause 1.6.1
- 1.5.5.13.3 Submission of all Turnover requirement documents.

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

**1.5.5.14 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.

**1.5.5.15 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 should have a Registered Office or one of the Branch Offices of its OPC / Company / Society / Trust / LLP / Partnership / Consortium in any city or town of U.P.
- 1.6.1.1.1 *In case, the Bidder does not have any Registered / Branch Office in any city or town of U.P., then Bidder shall submit an undertaking on its Letterhead, that it shall open its Office in any city or town of U.P., before Signing of the Contract. Failure to abide by this shall make the Bidder liable to necessary action by the Authority as per Clause 1.7.7.1 of the RFP Part 1.*
- 1.6.1.2 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	1.60
CLUSTER 2	2.10
CLUSTER 3	2.20
CLUSTER 4	1.60
CLUSTER 5	1.40
CLUSTER 6	1.50
CLUSTER 7	1.50
CLUSTER 8	1.55

In case of a Consortium, the arithmetic sum of the average turnover of last three financial years, of the Consortium members, shall be required to be more than or equal to the turnover requirement indicated in **Clause 1.6.1.2**

- 1.6.1.3 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.
- 1.6.1.4 The Bidder shall be a sole provider (OPC / Company / Society / Trust / LLP / Partnership) 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.
- 1.6.1.5 The Bidder (or Lead Bidder in case of Consortium) 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.
- 1.6.1.6 The Bidder (or Lead Bidder in case of Consortium) should have executed or completed at least:
- One (1) service contract for providing manpower for data entry or admin. work, involving min. 100 data entry operators or computer 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 or computer operators, and each of not less than Rs. 50 Lakhs/ annum.
- 1.6.1.7 The Bidder (Lead Bidder in case of Consortium) shall have its own bank account through which the salaries of the DEOs shall get disbursed through either cheques or through online/electronic fund transfers. Details of the same are to be furnished in **Appendix B**.
- 1.6.1.8 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**).
- 1.6.1.9 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**).
- 1.6.1.10 The bidder shall be technically qualified from Technical Evaluation process as listed under Clause 1.5.5.5.

**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 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 In case of equality of rates between two or more Bidders, the Bidder/Consortium having greater average Turnover from last three Financial years shall be selected as the L-1 bidder.
- 1.6.3.5 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/draft 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.

**1.7.10 Provision for change in Tax Structure / Tax Rate**

The prices quoted by the Bidders, for providing the data entry services, shall be exclusive of any taxes payable on such amount. Any tax payable on the price, as on the date of the payment becoming due, shall be payable by the Authority, over and above and in addition to the price payable for the data entry services provided. The amount payable accordingly, shall be adjusted for any tax that may become payable during the term of the Contract. For sake of clarity, it is mentioned that any change in the rate of service tax or substitution of present tax structure with any new structure will also be covered and taken into account under this clause for the purpose of reimbursement of taxes payable by the service provider on the amounts paid under the Contract.

**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/RCH portals at 820 Block levels, 158 District Hospitals, 75 District HQs (with CMOs), 18 Divisions and 116 UPHCs (under NUHM) by ensuring accurate, complete and timely data entry into the portal. The Mission Director expects the Service Provider to maintain high level of service standards and improve the quality of data entry into the HMIS, UPHMIS and MCTS/RCH portals. The MCTS portal shall be replaced by RCH portal. The terms MCTS and RCH shall be used interchangeably.

The Service Provider shall be responsible for providing Data Entry Operators (DEOs) and Supervisors within a Cluster along with the IT equipment, consumables and supplies required for data entry operations. The required office space, along with electricity supply, power backup and office furniture, at no additional cost, shall be provided by the Authority at each Block, District Hospital, District HQ (CMO office), UPHC, Divisional office or any other relevant project facility.

The Service Provider may choose to keep a bench of non-deployed resources (~10% of the total DEO deployment requirement), having the same qualifications and experience as needed for eligibility, to ensure that it fulfills the Service and Operations obligations given under Clause 1.8.3; The maintenance of a bench of eligible DEOs shall help the Service Provider avoid any applicable penalties. The Service Provider shall not be paid for any resource who has not been deployed at any office/facility.

### 1.8.2 Work Description

The obligations of the Service Provider 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 Service Provider **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.

In addition to the abovementioned DEOs, the Service Provider **shall also appoint TWO (2) SUPERVISORS per Cluster**, for which it has successfully placed a bid (Supervisor responsibilities have been defined in Clause 1.8.2.4)

CLUSTER	NUMBER OF DEOs TO BE DEPLOYED / APPOINTED					TOTAL
	BLOCK LEVEL	DISTRICT HOSPITAL	DIVISIONAL LEVEL	AT DISTRICT HQs WITH CMOs	AT NUHM UPHCs	
CLUSTER 1	94	17	2	9	19	<b>141</b>
CLUSTER 2	109	25	3	13	30	<b>180</b>
CLUSTER 3	116	30	3	13	27	<b>189</b>
CLUSTER 4	106	19	3	11	7	<b>146</b>
CLUSTER 5	95	11	2	7	6	<b>121</b>
CLUSTER 6	95	19	1	6	15	<b>136</b>
CLUSTER 7	102	19	2	9	4	<b>136</b>
CLUSTER 8	103	18	2	7	8	<b>138</b>
<b>TOTAL</b>	<b>820</b>	<b>158</b>	<b>18</b>	<b>75</b>	<b>116</b>	<b>1187</b>

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 1.5.5.5**. The Service Provider shall preferably absorb the currently (already) deployed and trained DEOs (having knowledge of the HMIS/ UPHMIS/ MCTS 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 Service Provider (s) to facilitate the absorption of DEOs under this project / Contract.

1.8.2.1.2.1 *The Service Provider shall be entitled to replace/remove any DEO for not performing to the satisfaction of the Service Provider. The Service Provider shall inform/communicate through email to the MOI/C or BPM/DPM/CMO regarding removal of such a DEO, citing relevant reason. If no objection is raised by the MOI/C or BPM/DPM/CMO within 7 days of such a communication then removal of the DEO will be considered to be approved.*

- 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 Service Provider 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 Service Provider, for which the Service Provider 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 Service Provider 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 Service Provider, as and when deemed necessary. The Service Provider 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) /Reproductive Child Health (RCH) and Uttar Pradesh Health Management Information System (UPHMIS) portal for the state of UP. The MCTS portal shall be replaced by RCH portal. The terms MCTS and RCH shall be used interchangeably.
- 1.8.2.1.6 The services rendered by the DEO, as per Work Description given under clause 1.8.2, shall be monitored by 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 shall be monitoring the services at Block level.
- 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), Urban Primary Health Centres (UPHCs), 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 data entry requirements/records/reports/fields being entered into the portal may be added/altered/modified as per requirements of the Authority and the DEO may also be required to do some basic data analysis as and when required and intimated by the BPM / DPM / MOI/C.

1.8.2.1.10 In case of any additional requirement of DEOs by the Authority, beyond the number of DEOs specified in Appendix A, the Service Provider shall be obliged to provision for the additionally required DEOs, within 30 days of receipt of such a requirement by the Authority. The payment for each additional DEO deployed, shall be made as per Clause 1.9.3.2.

**Note:** *If such a requirement for deployment of additional DEO(s) is given by the Authority, then the Service Provider shall be required to only provision for the DEO at the specified Office/Facility, without provisioning of any associated IT Equipment and Consumables/Supplies. The additional DEO(s) shall be required to perform work similar in nature to data entry and / or office admin. work.*

1.8.2.1.11 The Reporting Formats having relevant Data Fields for which Data needs to be entered in the portals by the DEO can be accessed through the below given links:-

1.8.2.1.11.1 HMIS:

1.8.2.1.11.1.1 <https://nrhm-mis.nic.in/SitePages/HMISFormats.aspx>

1.8.2.1.11.2 UPHMIS:

1.8.2.1.11.2.1 [http://uphmis.in/uphmis/dhis-web-commons/security/documents/UPHMIS\\_Formats\\_80\\_Sets\\_-\\_Hindi.pdf](http://uphmis.in/uphmis/dhis-web-commons/security/documents/UPHMIS_Formats_80_Sets_-_Hindi.pdf)

1.8.2.1.11.3 MCTS:

1.8.2.1.11.3.1 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Cover\\_Profile\\_pages.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Cover_Profile_pages.pdf)

1.8.2.1.11.3.2 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Section-I.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Section-I.pdf)

1.8.2.1.11.3.3 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Section-II.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Section-II.pdf)

1.8.2.1.11.3.4 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Section-III.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Section-III.pdf)

1.8.2.1.11.3.5 [http://upnrhm.gov.in/site-files/downloads/RCH\\_Register\\_Section-IV\\_backcover.pdf](http://upnrhm.gov.in/site-files/downloads/RCH_Register_Section-IV_backcover.pdf)

1.8.2.1.12 The Authority may grant the Service Provider, Viewing Access Rights to the Data Entry Portals (UPHMIS/HMIS/MCTS), subject to approval by Ministry of Health & Family Welfare, Government of India.

1.8.2.1.13 On a case by case basis, in order to address delays in submission of reports due to Internet Connectivity Issues, an additional margin of 10% might be provided for cases of such delays up to a maximum of 72 hours in a particular month.

1.8.2.2 **Provision of IT Equipment, Consumables and Supplies for Data Entry Services**

- 1.8.2.2.1 The Service Provider 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, **(i) a Laptop or Desktop Computer (with monitor, CPU, keyboard and mouse), (ii) a laser jet printer along with printing supplies like cartridge and printing paper and (iii) shall also provide internet connectivity to all the supplied desktop or laptop computers through provisioning of data cards for internet access.** The Quantity and Minimum Specification of the aforementioned Data Entry Equipment and Associated Software shall be as per **Appendix N**.
- 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 Service Provider 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.
- 1.8.2.2.4 The Service Provider shall be responsible for providing the IT Consumables, arranging for AMC of IT Equipment for Data Entry and Payment of monthly Internet Charges at its own cost.
- 1.8.2.2.5 The Service Provide shall ensure that all newly purchased (and not used or refurbished) IT 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 three such erring Facilities, the visit to which shall be completed within a period of three days, in a month.
- 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 **Provision of Supervisors**

1.8.2.4.1 The Service Provider shall appoint two (2) Supervisors per Cluster, for which it has successfully placed a bid.

1.8.2.4.2 The staffing qualification and experience of the Supervisors should be in line with the requirement as mentioned in Clause 1.5.5.5, Pt. 4.

1.8.2.4.3 The Supervisors shall be responsible for maintaining the service standards, coverage, quality and timeliness of Data Entry Services in their respective Clusters.

1.8.2.4.4 The Supervisors shall serve as single point contact for the Authority, for their respective Clusters, for monitoring and reporting on the performance of Data Entry Services, ongoing issues and acting on directives for improvement of Data Entry Services issued from time to time by the Authority.

1.8.2.4.5 The Supervisors shall ensure that DEOs within their Cluster adhere to their DEO work-schedule.

1.8.2.4.6 The Supervisors shall be responsible for escalation with the Authority as per Appendix L, regarding issues related to Data Collection, Data Quality, Supportive Supervision, DEO Deployment, etc.

1.8.2.4.7 The Supervisor shall facilitate submission of Monthly and Annual Reports to the Authority, as per the formats provided in Appendix R. The reporting format may be altered/modified to include further information or accommodate any new reporting requirement given by Authority or its representative.

1.8.2.4.8 The Supervisor shall coordinate with the Authority representatives and the DEOs, so that Service and Operations requirement as given under Clause 1.8.3 are fulfilled.

1.8.2.5 The Service Provider shall hand over 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 The DEO shall be paid a salary in full accordance with and as per the prevailing Labour Laws, inclusive of the below mentioned Act and Laws, details of which can be accessed using the provided links. The Service Provider shall provide to the Authority, in a tabulated form, Cluster wise list of DEOs along with details of their Salary, at the time of DEO deployment. This list shall be revised on a monthly basis by the Service Provider, to reflect any changes due to appointment of new DEO(s) or replacement of existing DEO(s). The Service Provider shall comply with all the requirements under the applicable statutes/ rules/ regulations in respect of the employment of the DEOs.

1.8.3.1.1 Minimum Wages Act in the State of Uttar Pradesh

*The Service Provider may refer the following website links to get more understanding on DEO Salaries / Wages and their inclusions/exclusions:*

- (i) <http://labour.nic.in/wages>
- (ii) <http://uplabour.gov.in/MediaGallery/mw%2059%20niyojan%20dt%2028%2001%2014.pdf>
- (iii) <http://labour.nic.in/sites/default/files/TheMinimumWagesAct1948.pdf>
- (iv) [http://labour.nic.in/sites/default/files/TheMinimumWages\\_Central\\_Rules1950.pdf](http://labour.nic.in/sites/default/files/TheMinimumWages_Central_Rules1950.pdf)
- (v) <http://www.paycheck.in/main/salary/minimumwages/uttar-pradesh>

1.8.3.1.2 Payment of Bonus Act

*The Service Provider may refer the following website links to get more understanding on the applicability of this Act and its rules on Salaries paid to DEOs:*

- (i) <http://www.labour.nic.in/sites/default/files/ThePaymentofBonusAct1965.pdf>
- (ii) <http://labour.nic.in/sites/default/files/ThePaymentofBonusRules1975.pdf>

1.8.3.1.3 Employee's Provident Funds and Miscellaneous Provisions Act

*The Service Provider may refer the following website link to get more understanding on the applicability of this Act and its rules on Salaries paid to DEOs:*

- (i) [http://www.esic.nic.in/esi\\_act.php](http://www.esic.nic.in/esi_act.php)

1.8.3.1.4 Employees State Insurance as applicable in the State of Uttar Pradesh

*The Service Provider may refer the following website link to get more understanding on the applicability of this Act and its rules on Salaries paid to DEOs:*

- (i) <http://www.epfup.org/epfs.asp>

1.8.3.1.5 Payment of Wages Act

*The Service Provider may refer the following website link to get more understanding on the applicability of this Act and its rules on Salaries paid to DEOs:*

- (i) <http://labour.nic.in/sites/default/files/ThePaymentofWagesAct1936.pdf>

**Note:** (a) The Service Provider shall also be liable to comply with changes / amendments in these Acts, or any new Act, which supersedes the existing Act on the salary payable to the DEO; (b) If it is found or reported to the Authority, anytime during the term of the Contract, that the Service Provider is misreporting or giving false figures/facts/proofs of DEO Salary Disbursement, then the Authority shall have the right to forfeit the entire Performance Security and terminate the Contract, in addition to filing for criminal indictment against the Service Provider under relevant provision of Law; (c) The Service Provider shall also be responsible for adhering to the provisions of various applicable laws including but not limited to, Labor law, Minimum Wages Act, Payment of Bonus Act and

*Employee's Provident Funds and Miscellaneous Provisions Act in respect to Supervisors deployed by it under this Agreement.*

- 1.8.3.2 The Service Provider shall supply following IT equipment, Consumables and Supplies (Brand New Purchase, at its own cost for the working of the DEO at each office/facility, which shall always be in working condition for uninterrupted use:
1. Laptop Computer or 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 Service Provider's obligation to substitute resources 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/UPHC/Divisional/District HQ with CMO level due to the DEO leaving a job or absenting from duty for 5 consecutive days without any official communication and not reachable during the said duration.  
**Note:** In case of an absenting DEO, the BPM / DPM/Appointed Nodal Person shall officially notify the Service Provider on the end of the fifth day, post which the Service Provider shall promptly replace the missing DEO, within 7 days of receipt of official notification by the Service Provider.
- 1.8.3.3.1.1 *The Service Provider shall be allowed to substitute a DEO who is on leave with another trained resource having same qualifications and eligibility as the deployed resource.*
- 1.8.3.3.2 No DEO shall be replaced by the Selected Service Provider on its own, without Authority's approval.
- 1.8.3.3.2.1 *The Service Provider shall be entitled to replace/remove any DEO for not performing to the satisfaction of the Service Provider. The Service Provider shall inform/communicate through email to the MOI/C or BPM/DPM/CMO regarding removal of such a DEO, citing relevant reason. If no objection is raised by the MOI/C or BPM/DPM/CMO within 7 days of such a communication then removal of the DEO shall be considered to be approved.*
- 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 Service Provider within 7 days.  
**Note:** The Service Provider may choose to simultaneously get trained during the initial onboarding, additional non-deployed resources (~10% of the overall/total DEO deployment requirement), having the same qualifications and experience as needed for eligibility, to serve as a reserve for meeting substitution requirement if any, and to avoid any applicable penalties. The Service Provider shall not be paid for any resource who has not been deployed at any office/facility.
- 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 Service Provider through official communication. The Service Provider shall promptly replace the erring DEO, within 7 days of receipt of official notification by the Service Provider.
- 1.8.3.3.5 If the Service Provider fails to replace DEO(s), even after 30 days of receipt of official notification, then it shall be considered as a breach of Contract and shall be treated as "Non-deployment of DEOs", which is liable for imposition of Liquidated Damage as stated in Clause 1.8.3.10.



- 1.8.3.3.6 Any vacancy created due to the Supervisor leaving job or absenting from duty for 5 consecutive days without any official communication and not reachable during the said duration. The Service Provider shall replace such a supervisor within 10 days of receipt of official notification by the Service Provider.
- 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 Service Provider may raise escalation / seek grievance redressal as per the Escalation Matrix in **Appendix L**. The DEO shall be not be removed/substituted until final decision has been taken by the appropriate authority as per the grievance redressal process. The decision of the final / highest authority as per Appendix L shall be final and binding.
- 1.8.3.6 Any maintenance requirement of IT equipment (provided under Clause 1.8.2.2) at each data entry office/facility, shall be the responsibility of the Service Provider. Any non-functioning equipment shall be immediately notified by the DEO to the Service Provider for rectification. In case of a lack of requisite action by the Service Provider a formal complaint and call for action would be issued to the Service Provider by the MOI/C within 3 days of such a need being identified. Any failure by the Service Provider to fulfil its said maintenance obligations within 30 days of receipt of such a notification, issued by the MOI/C in this regard, shall be considered as a breach of contract and shall be treated as “Non-provisioning of data entry equipment” which is liable for imposition of Liquidated Damage as stated in Clause 1.8.3.13
- 1.8.3.7 The Service Provider 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 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.

No. of data entry offices/facilities Pending DEO Appointment	Liquidated Damages (non-deployment)
Up to 3 data entry offices/facilities	@ Rs. 500 per day per data entry office/facility awaiting DEO deployment
Every Additional data entry office/facility	@ Rs. 1000 per day data entry office/facility awaiting DEO deployment

No. of data entry offices/facilities Pending DEO Appointment	Liquidated Damages (non-deployment)
<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>	

- **Example for Non-deployment of DEOs – Liquidated Damages Calculation:**

Case 1: If the Service Provider delays the deployment of 3 DEOs by 8 days i.e. 38 days from date of Signing of Contract, then the applicable Liquidated Damages will be: [3 DEOs x 8 Days x Rs. 500] i.e. [3 x 8 x 500] = Rs. 12,000 (Rupees Twelve Thousand).

Case 2: In-case, the Service Provider delays the deployment of 10 DEOs by 8 days i.e. 38 days from date of Signing of Contract, then the applicable Liquidated Damages will be: [(3 DEOs x 8 Days x Rs. 500) + (7 DEOs x 8 Days x Rs. 1,000)] i.e. [(3 x 8 x 500) + (7 x 8 x 1,000)] = Rs. 68,000 (Rupees Sixty Eight Thousand).

1.8.3.11 **Non-Deployment of Supervisor(s):** In case of non-deployment of Supervisor(s) at the concerned Cluster(s) within 30 days of the day of signing of the contract by both parties, shall attract Liquidated Damages as indicated in the table below.

**Non-replacement of a Supervisor:** within 10 days of receipt of official notification by Service Provider as per provisions of Clause 1.8.3.3, shall result in imposition of a penalty as tabulated below:

Factor	Liquidated Damages (non-deployment) / Applicable Penalty (non-replacement)
Per Supervisor per day	@ Rs. 600 per day per Supervisor not deployed or not replaced
<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 Supervisors is capped to a maximum of Rs. 15,000 per Supervisor per month and shall be adjusted from the monthly invoiced amount.</i>	

- **Example for Non-deployment of Supervisors – Liquidated Damages Calculation:**

If the Service Provider delays the deployment of 2 Supervisors by 8 days i.e. 38 days from date of Signing of Contract, then the applicable Liquidated Damages will be: [2 Supervisors x 8 Days x Rs. 600] i.e. [2 x 8 x 600] = Rs. 9,600 (Rupees Nine Thousand and Six Hundred).

- **Example for Non-replacement of Supervisors – Penalty Calculation:**

If there is requirement for replacement of 1 Supervisor, and the Service Provider replaces this 1 Supervisor on the 13th day from date receipt of Official Notification, then the applicable penalty will be for 2 additional days of delay (i.e. for Day 11 & Day 12) and shall be calculated as: [1 Supervisor x 2 Days x Rs. 600] i.e. [1 x 2 x 600] = Rs. 1,200 (Rupees One Thousand and Two Hundred).

1.8.3.12 **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

Factor	Liquidated Damages
<i>Liquidated Damages for false submission 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.

- **Example for False Submission Instance – Liquidated Damages Calculation:**

Suppose, there are 5 cases of false submission related to Ghost DEO salary disbursement in month of January 2018, then the applicable Liquidated Damages will be: [5 DEOs x Rs. 8,000] i.e. [5 x 8,000] = Rs. 40,000 (Rupees Forty Thousand).

1.8.3.13 **Non-provisioning of data entry equipment**, as covered in Clause 1.8.2.2, within 30 days of the day of signing of the contract by both parties, shall attract Liquidated Damages indicated below.

Delay in provisioning of data entry equipment	Liquidated Damage per data entry office/facility
<b>Non-provisioning</b> beyond 3 days of deployment timeline until day 5	@ 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>	

- **Example for Non-provisioning of Data Entry Equipment – Liquidated Damages Calculation:**

Case 1: If the Service Provider has not provisioned Data Entry Equipment at 20 Data Entry Office/Facility on 36th Day from date of Signing of Contract, then the effective delay of provisioning shall be 2 days (i.e. Day 34 & Day 35) and applicable Liquidated Damages will be: [20 Data Entry Office/Facility x 2 Days of Delay x Rs. 700] i.e. [20 x 2 x 700] = Rs. 28,000 (Rupees Twenty-Eight Thousand)

Case 2: In-case, the Service Provider has not provisioned Data Entry Equipment at 20 Data Entry Office/Facility on 41st Day from date of Signing of Contract, then the effective delay of provisioning shall be 7 days and applicable Liquidated Damages will be: [(20 Data Entry Office/Facility x 2 Days of Delay x Rs. 700) + (20 Data Entry Office/Facility x 5 Days of Delay x Rs. 1,400)] i.e. [(20 x 2 x 700) + (20 x 5 x 1,400)] = Rs. 1,68,000 (Rupees One Lakh Sixty-Eight Thousand)

1.8.3.14 The data entry process shall be evaluated through quarterly audits conducted by the Authority. The modality of such quarterly audits, shall be decided by the Authority in consultation with the Service Provider. It shall conduct a review basis the following parameters:

- Variance in Data Entry Coverage and Completeness
- Variance in Data Quality and Accuracy
- Timely uploading of data on the Portal
- Data Entry Service performance feedback, with respect to Variance in Data Coverage and Completeness, Variance in Data Quality and Accuracy and Time uploading of Data, received from the MOI/C and the BPM / DPM / Appointed Nodal Person
- Review of the verified Supportive Supervision Checklist- HMIS/MCTS hardcopies
- Orientation Training of newly joining DEOs
- Log Book Maintenance

The audit process will evaluate the adherence to DEO training requirements, completeness, accuracy and timeliness 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.

1.8.3.15 The Service Provider shall ensure presence of the DEO at the respective data entry offices/facilities on every working day. Other than weekly off, applicable holidays and leaves as specified in **Appendix H**.

1.8.3.16 The Service Provider 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:

1.8.3.16.1 The Service Provider 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 Service Provider shall ensure appointment of DEOs at all the data entry offices/facilities, as mandated within its service scope. The Service Provider shall disburse Salaries to all its deployed DEOs by the 10<sup>th</sup> of every month. A delay beyond this shall result in imposition of Liquidated Damages as indicated below:

<b>Delay in Salary Disbursement (in days)</b>	<b>Liquidated Damages</b>
Payment between 11th to 20th of the month	5% x Salary payable per month to a DEO as per Prevailing Minimum Wage Act x No. of DEO salaries delayed
Payment between 21st to 30th of the month	10% x Salary payable per month to a DEO as per Prevailing Minimum Wage Act x No. of DEO salaries delayed
Payment beyond 30th day of the month	15% x Salary payable per month to a DEO as per Prevailing Minimum Wage Act x No. of DEO salaries delayed
<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>	

**Note:** Delay in disbursement of Salary beyond 30th of the month shall be considered as Service Provider default and breach of Contract, in-case the number of instances of disbursement of Salary beyond 30th of the month, even for a single DEO, crosses more than 4 (four) times in a year, then the Authority shall have the right to forfeit the entire Performance Security and terminate the Contract.

If the Total Number of days of delay in salary disbursement even for a single DEO crosses 45 days, then the Authority shall have the right to forfeit the entire Performance Security and terminate the Contract.

- Example of Liquidated Damage on Salary payment between 11th – 20th of the month:**  
The Service Provider has paid salaries to 30 DEOs on the 16<sup>th</sup> of the month, and suppose the prevailing wages as per Minimum Wages Act is Rs. 9000/- then applicable Liquidated Damage will be: [5% x DEO Salary as per prevailing Minimum Wage Act x 30 DEOs] i.e. [5% x 9000 x 30] = Rs. 13,500 (Rupees Thirteen Thousand and Five Hundred Only)
- Example of Liquidated Damage on Salary payment between 21st – 30th of the month:**  
The Service Provider has paid salaries to 30 DEOs on the 22<sup>nd</sup> of the month, and suppose the prevailing wages as per Minimum Wages Act is Rs. 9000/- then applicable Liquidated Damage will be: [10% x Salary as per prevailing Minimum Wage Act x 30 DEOs] i.e. [10% x 9000 x 30] = Rs. 27,000 (Rupees Twenty Seven Thousand Only)

- **Example of Liquidated Damage on Salary payment after 30th of the month:**

The Service Provider has paid salaries to 30 DEOs on the 5th of the next/subsequent month, and suppose the prevailing wages as per Minimum Wages Act is Rs. 9000/- then applicable Liquidated Damage will be: [15% x Salary as per prevailing Minimum Wage Act x 30 DEOs] i.e. [15% x 9000 x 30] = Rs. 40,500 (Rupees Forty Thousand and Five Hundred Only)

1.8.3.16.2 The Service Provider 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:

<b>Non-submission of Supportive Supervision Checklist- HMIS/MCTS by DEO</b>	<b>Total Applicable Penalty</b>
Missing monthly reports for a cluster	5% x Salary payable per month to a DEO as per Prevailing Minimum Wage Act x No. of missing reports

- **Example for Non-submission of Supportive Supervision Checklist – Penalty Calculation**

If there are 5 missing monthly reports in a cluster in a given month, and suppose the prevailing wages as per Minimum Wages Act is Rs. 9,000/- then applicable penalty will be: [5% x DEO salary as per prevailing Minimum Wage Act x 5 Missing report] i.e. (5% x 9,000 x 5) = Rs. 2,250 (Rupees Two Thousand Two Hundred and Fifty Only).

1.8.3.16.3 The Service Provider shall also ensure quality data entry services through complete, accurate and timely data feeding into the portal and ensure that any discrepancy addressable at its end is immediately catered to. Any variance found during validation of the HMIS/UPHMIS/MCTS data entries during quarterly audits, shall result in imposition of a penalty as below:

**1.8.3.16.3.1 Variance in Data Coverage and Completeness:**

<b>Variance in Data Coverage and Completeness for the Cluster</b>	<b>Applicable Penalty</b>
Up to 5% variance	2% of the monthly invoiced value for the cluster
Between 6% to 10% variance	3% of the monthly invoiced value for the cluster
Between 11% to 15% variance	4% of the monthly invoiced value for the cluster
Between 16% to 20% variance	10% of the monthly invoiced value for the cluster
Beyond 20% variance	15% of the monthly invoiced value for the cluster

Description: Variance in Data Coverage and Completeness can be of the following two types and Total Penalty for Variance in Data Coverage and Completeness shall be arithmetic sum of individual penalty amounts of the two type of Variance listed below:

- Variance in number of formats/records entered into the portal - number of data formats/records entered into the portal against the total number of data formats/records required to be entered in the portal {Example: 20 records were given for uploading into the portal against which only 18 records were entered into the portal; Variation in this case will be

$[(20-18)/20]*100= 10\%$  and corresponding applicable penalty shall be 3% of the monthly invoiced value for the cluster, say 3% of 1,00,000 (monthly invoice value) = Rs. 3,000}

- (ii) Variance due to incomplete formats/records entered into the portal – number of incomplete formats/records entered into the portal against total number of formats/records entered into the portal {Example: 200 formats/records were entered into the portal, and it was found that out of these 200 formats/records only 196 formats/records were complete in all respects; Variation in this case will be  $[(200-196)/200]*100= 2\%$  and corresponding applicable penalty shall be 2% of the monthly invoiced value for the cluster, say 2% of 1,00,000 (monthly invoice value) = Rs. 2,000}
- (iii) Total Penalty for Variance in Data Coverage and Completeness shall be – Rs.3,000 + Rs. 2,000 = Rs. 5,000.

**1.8.3.16.3.2 Variance in Data Quality and Accuracy:**

Variance in Data Quality and Accuracy for the Cluster	Applicable Penalty
Up to 2% variance	5% of the monthly invoiced value for the cluster
Between 3% to 5% variance	10% of the monthly invoiced value for the cluster
Between 6% to 10% variance	15% of the monthly invoiced value for the cluster
Beyond 10% variance	20% of the monthly invoiced value for the cluster

**Note:** The Authority shall conduct quality audit on HMIS/UPHMIS/MCTS data entries on quarterly basis. The modality of such quality audit, shall be decided by the Authority in consultation with the Service Provider. If the Variance in Data Quality and Accuracy for the Cluster is found to be beyond 10%, in 4 consecutive quarterly quality audits in a year, then the Authority shall have the right to forfeit the entire Performance Security and terminate the Contract.

Description: Variance in Data Quality and Accuracy shall be the variance due to erroneous formats/records entered into the portal against total number of formats/records entered into the portal, which are complete in all respects.

Example: 200 formats/records were entered into the portal which were complete in all respects, and it was found that out of these 200 formats/records only 170 formats/records were correctly entered; Variation in this case will be  $[(200-170)/200]*100= 15\%$  and corresponding applicable penalty shall be 20% of the monthly invoiced value for the cluster, say 20% of 1,00,000 (monthly invoice value) = Rs. 20,000.

**1.8.3.16.3.3 Timely Data Entry:**

Percentage of formats / records entered beyond specified timelines for the Cluster	Applicable Penalty
Up to 7%	2% of the monthly invoiced value for the cluster
Between 8% to 15%	3% of the monthly invoiced value for the cluster
Between 16% to 20%	4% of the monthly invoiced value for the cluster
Beyond 20%	10% of the monthly invoiced value for the cluster

Description: Number of formats/records entered into the portal beyond specified timelines against total number of formats/records entered into the portal, which are complete in all respects.

Example: 200 formats/records were entered into the portal which were complete in all respects, and it was found that out of these 200 formats/records, 20 formats/records were entered into the portal beyond specified timelines; Percentage Calculation shall be  $[(20)/200]*100= 10\%$  and corresponding applicable penalty shall be 3% of the monthly invoiced value for the cluster, say 3% of 1,00,000 (monthly invoice value) = Rs. 3,000.

## 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 Service Provider shall receive from Paying Authority a **one-time IT Set up Cost payment, which will be equal to = 6.5% x the Financial Bid Quote per Cluster per month x 36 Months of project duration, for each Cluster won by the Service Provider.** The IT Set Up Cost shall become payable to the Service Provider only upon completion of the IT Set up as described in Clause 1.8.2.2 and shall be paid one time only. The Service Provider shall submit self-declaration regarding deployment of IT Set up, verified by MOI/C or BPM/DPM/CMO, along with Original Bills of Purchase, for release of the IT Set up Cost Payment, for each Cluster.

1.9.2.1 In case the deployment of DEOs is in a phased manner for a particular Cluster, then in such a case, the one-time IT Set up Cost payment for that phase and for that cluster shall be made as per the following: **6.5% x [(the Financial Bid Quote per Cluster per month/Total No. of DEOs to be Deployed in the Cluster as per Appendix A) x No. of DEOs Deployed in the current phase] x 36 Months of Project Duration.** The Service Provider shall submit self-declaration regarding deployment of IT Set up, verified by MOI/C or BPM/DPM/CMO, along with Original Bills of Purchase, for release of the IT Set up Cost Payment, for each Cluster

Example: Cluster 02 has a total requirement of 180 DEOs, however actual deployment shall take place in three phases: 1st phase deployment – 90 DEOs, 2nd phase deployment – 60 DEOs and 3rd phase deployment – 30 DEOs. Also suppose, L1 Service Provider for Cluster 2 has quoted its Financial Bid as Rs. 2,00,000 (Two Lacs). Then, One-time IT Set up Cost Payment shall be calculated as:

For 1st phase deployment =  $6.5\% \times (2,00,000/180) \times 90 \times 36 = \text{Rs. } 2,34,000$

For 2<sup>nd</sup> phase deployment =  $6.5\% \times (2,00,000/180) \times 60 \times 36 = \text{Rs. } 1,56,000$

For 3<sup>rd</sup> phase deployment =  $6.5\% \times (2,00,000/180) \times 30 \times 36 = \text{Rs. } 78,000$

1.9.3 The Service Provider 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.

1.9.3.1 In case the deployment of DEOs is in a phased manner for a particular Cluster, then in such a case, Service Provider shall submit Cluster-wise monthly invoice as per the following Payment Model: **(the Financial Bid Quote per cluster per month/Total No. of DEOs to be Deployed in the Cluster as per Appendix A) x Actual No. of DEOs Deployed in the Cluster** The Service Provider shall deploy DEOs at the beginning of the month, as per the phase wise deployment requirement given by the Authority.

Example: Cluster 02 has a total requirement of 180 DEOs, however actual deployment shall take place in three phases across three months: 1st phase deployment – 90 DEOs, 2nd

phase deployment – 60 DEOs and 3rd phase deployment – 30 DEOs. Also suppose, L1 Service Provider for Cluster 2 has quoted its Financial Bid as Rs. 2,00,000 (Two Lacs).

Then, monthly invoice shall be calculated as:

For 1st phase deployment =  $(2,00,000/180) \times 90 = \text{Rs. } 1,00,000$

For 2nd phase deployment =  $(2,00,000/180) \times 150 = \text{Rs. } 1,66,667$

For 3rd phase deployment =  $(2,00,000/180) \times 180 = \text{Rs. } 2,00,000$

- 1.9.3.2 In-case of any additional requirement of DEOs by the Authority, beyond the number of DEOs specified in Appendix A, the payment for each additional DEO deployed, shall be made as per the following Payment Model: **60% x (the Financial Bid Quote per cluster per month / Total No. of DEOs for the Cluster as per Appendix A)**

Annual Price Revision of 5% shall be applicable to the resultant payment calculated using this model.

Note: If such a requirement for deployment of additional DEO(s) is given by the Authority, then the Service Provider shall be required to only deploy the DEO at the specified Office/Facility, without provisioning of any associated IT Equipment and Consumables/Supplies.

Example: The Authority requires 8 additional DEOs in the 2nd year of Contract, to be deployed in Cluster 2, beyond the total DEO count of 180. Further suppose, the Service Provider has quoted its Financial Bid as Rs. 2,00,000 for Cluster 2, then the payment of each additional DEO, shall be calculated as,

Payment of each additional DEO =  $60\% \times 2,00,000 / 180 = \text{Rs. } 666.67$  per month

Since requirement has been given in 2nd year therefore 5% price increment shall be applicable on the abovementioned payment and the Payment to Service Provider for each additional DEO shall be  $(666.67 + (666.67 \times 5\%)) = \text{Rs. } 700$  per month per DEO

- 1.9.4 The DEO shall be required to submit a Daily Work Report, as per Appendix Q, on the last working day of each month to MOI/C or BPM/DPM/CMO, for cross-validation and approval of the work done by him during the month. The Service Provider shall be entitled for applicable payment, based on its Monthly Invoice, as per the Payment Terms defined under this Clause 1.9, only after verification and attestation of the DEO's Daily Work Report by MOI/C or BPM/DPM/CMO.
- 1.9.5 The payment shall be made for the deployed number of DEOs, for all working days on which Data Entry was made in HMIS/UPHMIS/MCTS portals or Supportive Supervision was done by the DEOs. The details of daily work activities shall be captured in the Daily Work Report.
- 1.9.6 The basic rate includes factor for payment of weekly off also. The Service Provider shall pay the salary to the deployed DEOs on or before the 10<sup>th</sup> of every succeeding month, irrespective of delay in payment of Bill by the Paying Authority for any reason whatsoever.
- 1.9.7 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 Paying Authority.



- 1.9.8 Self-attested documentary proof of Employee State Insurance, Employee Provident Fund, or other applicable deductions as per prevailing law (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of DEOs), should accompany the concerned month's Invoices. Only for cases when a new DEO(s) join(s), the Service Provider shall be allowed to submit aforementioned self-attested documentary proofs within a period of 45 days from the date of joining of such DEO(s), in order to provide the Service Provider adequate time to register its DEO(s) with relevant Statutory bodies or Authorities.
- 1.9.9 The Paying Authority shall monthly verify the actual disbursement of statutory monthly payments and if not satisfied shall withhold the payments due to the Service Provider 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.
- 1.9.12.1 The Authority shall endeavor to conclude / decide on the dispute in Invoice claim submitted by the Service Provider, within 30 days of date of objection raised by the Authority in writing, subject to all information / supporting documents required from the Service Provider are being submitted as per the requirements of the Authority.
- 1.9.13 The payment will be subject to all Statutory Taxes, Tax Deducted at Source (TDS), as per Applicable taxes and laws. In case the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Authority is put to any loss/obligation, monetary or otherwise, the Authority will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
- 1.9.14 The Service Provider 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. The Authority shall conduct quarterly audits to determine the applicable penalties, if any, on the Service Provider. The modality of such quarterly audits, shall be decided by the Authority in consultation with the Service Provider.
- 1.9.16 **Price Revisions:** The Service Provider shall be allowed an annual increment of 5% on the Single Financial Bid Price per month per cluster quoted in Appendix D.

- 1.9.17 For any reason, other than those attributable to the Service Provider, if the Paying 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 Paying 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. along with details of Salary and photograph affixed
- b) Copy of the appointment letter issued to each person with standard terms and conditions and ESI and EPF account number or proof of registration, if not issued/allotted to them earlier
- c) 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
- d) Certificate of verification of antecedents of persons by local police authority, within one month of joining

- 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 In the event of the Bidder becomes insolvent, 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 as issued from time to time, 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, UPHCs and Divisions within each Cluster

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

CLUSTER 1		
DIVISION	DISTRICT	BLOCK
	SHAHJAHANPUR	BANDA
		BHAWAL KHERA
		DADROL
		JAITIPUR
		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



CLUSTER 1		
DIVISION	DISTRICT	BLOCK
		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

CLUSTER 2		
DIVISION	DISTRICT	BLOCK
		SASNI
		SIKANDRA RAO
	KASGANJ	AMANPUR
		GANJ DUNDWARA
		KASGANJ
		PATIALI
		SAHAWAR
		SIDHPURA
		SORON
MEERUT	BAGHPAT	BAGHPAT
		BARAUT
		BINAULI
		CHHAPRAULI
		KHEKRA
		PILANA
	BULANDSHAHR	ANUPSHAHR
		ARANIYA
		BHAWAN BHAHDUR NAGAR
		BULANDSHAHR
		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

CLUSTER 2		
DIVISION	DISTRICT	BLOCK
		HAPUR
		SIMBHAWALI
	MEERUT	DAURALA
		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
		SADAULI 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	
		JAITPUR 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			

CLUSTER 3			
DIVISION	DISTRICT	BLOCK	
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	
	KANPUR	AURAIYA	TALBEHAT
			ACHHALDA
			AIRWAKATRA
AJIT MAL			
AURAIYA			
BHAGYA NAGAR			
BIDHUNA			
SAHAR			
ETAWAH			BARHPURA
			BASREHAR
			BHARTHANA
			CHAKARNAGAR
			ETAWAH
		JASWANT NAGAR	
		MAHEWA	
FARRUKHABAD		TAKHA	
		BARHPUR	
		FAIZBAG	

CLUSTER 3		
DIVISION	DISTRICT	BLOCK
		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

CLUSTER 4		
DIVISION	DISTRICT	BLOCK
		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

CLUSTER 4		
DIVISION	DISTRICT	BLOCK
		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



CLUSTER 4		
DIVISION	DISTRICT	BLOCK
		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
		KUDARAHA
		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

CLUSTER 5		
DIVISION	DISTRICT	BLOCK
		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

CLUSTER 5		
DIVISION	DISTRICT	BLOCK
	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

CLUSTER 6		
DIVISION	DISTRICT	BLOCK
		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

CLUSTER 6		
DIVISION	DISTRICT	BLOCK
		SARENI
		SHIVGARH
		UNCHA HAR
		URBAN
	SITAPUR	AILIYA
		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
		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

CLUSTER 7		
DIVISION	DISTRICT	BLOCK
		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
		PACHPERWA
		REHRA BAZAR
		SHEOPURA
		SHRIDUTTGANJ
		TULSIPUR
		UTRAULA
	GONDA	BABHANJOT
		BELSAR
		COLONELGANJ

CLUSTER 7		
DIVISION	DISTRICT	BLOCK
		HALDHARMAU
		ITİYATHOK
		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



CLUSTER 8		
DIVISION	DISTRICT	BLOCK
	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

CLUSTER 8		
DIVISION	DISTRICT	BLOCK
		KASIMABAD
		MANIHARI
		MARDAH
		MIRZAPUR
		MOHAMMADABAD
		REOTIPUR
		SAIDPUR
		SUBHAKARPUR
		URBAN
		ZAMANYA
	JAUNPUR	BADALAPUR
		BARSAHI
		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)	NUHM UPHCs	DIVSN LEVEL
CLUSTER 1	BAREILLY	BADAUN	15	2	1	1	1
		BAREILLY	16	2	1	5	
		PILIBHIT	8	2	1	-	
		SHAHJAHANPUR	14	2	1	2	
	MORADABAD	AMROHA	6	2	1	1	1
		BIJNOR	12	2	1	2	
		MORADABAD	8	2	1	6	
		RAMPUR	7	2	1	1	
SAMBHAL		8	1	1	1		
CLUSTER 2	ALIGARH	ALIGARH	12	4	1	4	1
		ETAH	9	2	1	-	
		HATHRAS	8	2	1	-	
		KASGANJ	7	1	1	-	
	MEERUT	BAGHPAT	6	1	1	-	1
		BULANDSHAHA R	15	5	1	1	
		GAUTAM BUDH NAGAR	5	1	1	3	
		GHAZIABAD	5	3	1	10	
		HAPUR	4	0	1	-	
		MEERUT	12	2	1	6	
	SAHARA NPUR	MUZAFFARNA GAR	10	2	1	1	1
		SAHARANPUR	11	2	1	5	
		SHAMLI	5	0	1	-	
CLUSTER 3	AGRA	AGRA	15	2	1	7	1
		FEROZABAD	9	3	1	2	
		MAINPURI	8	2	1	-	
		MATHURA	10	3	1	1	
	JHANSI	JALAUN	9	2	1	1	1
		JHANSI	9	2	1	3	
		LALITPUR	7	2	1	-	
	KANPUR	AURAIYA	7	2	1	-	1
		ETAWAH	8	2	1	1	
		FARRUKHABAD	7	2	1	1	
		KANNAUJ	7	2	1	-	
		KANPUR(DEHAT)	10	2	1	-	
KANPUR(NAGAR)		10	4	1	11		
CLUSTER 4	ALLAHABAD	ALLAHABAD	20	3	1	5	1
		FATEHPUR	13	2	1	-	
		KAUSHAMBI	8	1	1	-	

CLUSTER	DIVISION	DISTRICT	NUMBER OF DEOs TO BE DEPLOYED / APPOINTED AT EACH FACILITY				
			BLOCK LEVEL	DISTT. HOSPITAL LEVEL	DISTT. LEVEL (WITH CMOs)	NUHM UPHCs	DIVSN LEVEL
	CHITRAKOOT	PRATAPGARH	15	2	1	-	1
		BANDA	8	2	1	-	
		CHITRAKOOT	6	1	1	1	
		HAMIRPUR	7	2	1	-	
		MAHOBA	4	2	1	-	
	MIRZAPUR	BADOHI	5	1	1	-	1
		MIRZAPUR	12	2	1	1	
SONBHADRA		8	1	1	-		
CLUSTER 5	BASTI	BASTI	13	3	1	1	1
		SANT KABIR NAGAR	7	1	1	-	
		SIDDHARTH NAGAR	12	1	1	-	
	GORAKHPUR	DEORIA	17	2	1	-	1
		GORAKHPUR	19	2	1	5	
		KUSHINAGAR	15	1	1	-	
		MAHARAJGANJ	12	1	1	-	
CLUSTER 6	LUCKNOW	HARDOI	19	2	1	1	1
		KHERI	15	2	1	1	
		LUCKNOW	8	9	1	11	
		RAEBARELI	17	2	1	-	
		SITAPUR	20	2	1	1	
		UNNAO	16	2	1	1	
CLUSTER 7	FAIZABAD	AMBEDKAR NAGAR	9	1	1	1	1
		AMETHI	13	0	1	-	
		BARABANKI	14	3	1	-	
		FAIZABAD	11	5	1	2	
		SULTANPUR	12	2	1	-	
	GONDA	BAHRAICH	14	2	1	-	1
		BALRAMPUR	8	3	1	-	
		GONDA	16	2	1	1	
CLUSTER 8	AZAMGARH	AZAMGARH	22	4	1	1	1
		BALLIA	17	2	1	-	
		MAU	9	2	1	1	
	VARANASI	CHANDAULI	9	2	1	-	1
		GHAZIPUR	17	2	1	-	
		JAUNPUR	21	2	1	-	
		VARANASI	8	4	1	6	
<b>Sub-Total</b>			<b>820</b>	<b>158</b>	<b>75</b>	<b>116</b>	<b>18</b>
<b>TOTAL (820 + 158 + 75 + 116 + 18) = 1,187</b>							

## 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 on Letterhead]*

1. Name:
2. Full Registered Address:
  - Phone:
  - Fax:
  - Mail ID:
3. Full Address of Operating Branch in Uttar Pradesh:
  - Phone:
  - Fax:
  - Mail ID:
4. Type of Organization: OPC / Company / Society / Trust / LLP / Partnership
5. Details of Participating Entity for Bid: Single Entity/Consortium  
**Note:** *In-case of Consortium, kindly mention name and % stake of all the members in Consortium. Also, kindly attach a Consortium Agreement between all the Members (with Lead Member should have at least 51% stake of the Consortium, who shall be legally responsible for the Consortium and its member) shall be executed on a Non – Judicial Stamp Paper of Rs. 100 duly attested by Executive Magistrate / Public Notary.*
6. Details of Banker of the OPC / Company / Society / Trust / LLP / Partnership
  - Bank Name:
  - Full Address:
  - Attach certificate copy of statement of Account for the last three years:
  - Telephone Number:
7. Registration Numbers (as applicable)

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

**Note:** *Attach self-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*

8. Copy of CA Certified or Audited Financial / Account Statements for the last 3 (three) Financial Years (2013-14, 2014-15 and 2015-16). Also, kindly furnish a CA certified Statement for Turnover in last 3 (three) Financial Years (2013-14, 2014-15 and 2015-16 as per the **format in Appendix P**

9. Copy of the Income Tax Returns Acknowledgement for the last 3 (three) Financial Years (2013-14, 2014-15 and 2015-16)
10. Experience Certificate of the Bidder. Refer to **Appendix I**
11. Brief write-up about the OPC/Company/Society/Trust/LLP/Partnership. (use extra sheet if necessary)

Signature of Authorized Person/Bidder

Date:

Name

Place:

Office Seal

## Appendix C: Forwarding Letter

*(To be submitted by Bidder and in-case of Consortium by Lead Member on their Letterhead)*

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

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

Sub: Forwarding Letter – RFP for Appointment of Service Provider for HMIS/UPHMIS/MCTS Data Entry Services in Uttar Pradesh, Bid Reference Number \_\_\_\_\_

Dear Sir,

1. We M/s \_\_\_\_\_ [*Names of all the Entities to be mentioned*] participating in this Bid as \_\_\_\_\_ [*Participation Status of the Bidder shall be mentioned – Single Entity/Consortium*] are submitting, herewith our bid for providing HMIS/UPHMIS/MCTS Data Entry Services in Uttar Pradesh.

We are enclosing Demand Draft No \_\_\_\_\_, Dated \_\_\_\_\_ (Amount Rs \_\_\_\_\_) towards Bid Document 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 & 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 **Price offer** valid for the period stipulated in your Bid Enquiry.

Enclosures:

- 1.
- 2.
- 3.

Name and Signature of the Authorized Signatory: \_\_\_\_\_

Name 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 Services, adjusting for the one time IT Set up Cost payment** (please refer **Clause 1.9.2**). The **SINGLE FINANCIAL BID PRICE** quoted by the Bidder shall be exclusive of any applicable, prevailing Taxes and/or Cess.
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 <u>in Value</u> for Data Entry Services <u>per Month per Cluster</u> (in Rupees)	Financial Bid Quote/Price <u>in 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 M/s \_\_\_\_\_ (hereinafter called the “Bidder”) has submitted their offer dated \_\_\_\_\_ for the “RFP for Appointment of Service Provider for HMIS/UPHMIS/MCTS Data Entry Services in U.P.” (hereinafter called the “Project”) against Nodal Authority’s Bid Reference Number \_\_\_\_\_

KNOW ALL MEN by these presents that WE M/s \_\_\_\_\_ of \_\_\_\_\_ having registered office at \_\_\_\_\_ are bound unto Mission Director, NHM, UP (hereinafter called the “Nodal Authority”) in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment will and truly to be made in favour of **State Health Society, Uttar Pradesh**, the Bank binds itself, its successors and assigns by these presents.

Sealed with Common Seal of the said bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the Bidder withdraws or amends, impairs or derogates from the 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 and including **45 (Forty-Five) days** after the period of Bid validity and any demand in respect of should reach the Bank not later than the above date.

.....  
(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 OPC / Company / Society / Trust / LLP / Partnership / 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 OPC / Company / Society / Trust / LLP / Partnership / 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 OPC / Company / Society / Trust / LLP / Partnership / 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 OPC / Company / Society / Trust / LLP / Partnership / 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 OPC / Company / Society / Trust / LLP / Partnership / 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 OPC / Company / Society / Trust / LLP / Partnership:

Date:

## Appendix G: List of Clusters interested in Bidding for

Name of the Bidder/Consortium:

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/RCH Data Entry (at least 4-5 hours per day) <sup>#</sup>											
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)											

*# MCTS/RCH data entry and reporting shall be done on daily basis*

- **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.
- **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

**(To be CA Certified and to be furnished by Bidder and in-case of Consortium by the Lead Member)**

Name of the Bidder / Lead Member (in case of Consortium): M/s \_\_\_\_\_

1. Number of Years of experience in the past five (5) years, in providing data entry or computer operators for data entry or administrative work to reputed Private Sector Companies/Public Sector Companies/Banks and Government Departments, etc.: \_\_\_\_\_ years out of last 5 years
2. Give details of at least three (3) major contracts/projects of similar nature, successfully completed during the last five (5) years or currently ongoing (Attach separate sheet if space provided is insufficient). Provide documentary evidence for the below mentioned experience.

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 Data Entry Operators or Computer Operators provided for Data Entry or Admin work	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 experience quoted should also be submitted.*

*(Attach extra sheet for above Proforma if required).*

Signature.....

Name .....

## **Appendix J: Undertaking on Data Entry Operator Profile Requirement**

***(To be submitted by Bidder and in-case of Consortium by Lead Member on their Letterhead)***

We, M/s \_\_\_\_\_  
\_\_\_\_\_

hereby declare and agree to deploy 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.
- His/her antecedents should have been verified by the Bidder from the local police authorities within one month from date of joining.

*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*

## Appendix N: Quantity and Specifications of Equipment and Associated Software required for Data Entry Operations

### QUANTITY OF EQUIPMENT (Laptop or Desktop, Laser Jet Printer and Data Card for Internet Access) along with ASSOCIATED SOFTWARE REQUIRED FOR DATA ENTRY OPERATIONS TO BE DEPLOYED

CLUSTER	BLOCK LEVEL	DISTRICT HOSPITAL	DIVISIONAL LEVEL	AT DISTRICT HQs WITH CMOs	AT NUHM UPHCs	TOTAL
CLUSTER 1	94	17	2	9	19	<b>141</b>
CLUSTER 2	109	25	3	13	30	<b>180</b>
CLUSTER 3	116	30	3	13	27	<b>189</b>
CLUSTER 4	106	19	3	11	7	<b>146</b>
CLUSTER 5	95	11	2	7	6	<b>121</b>
CLUSTER 6	95	19	1	6	15	<b>136</b>
CLUSTER 7	102	19	2	9	4	<b>136</b>
CLUSTER 8	103	18	2	7	8	<b>138</b>
<b>TOTAL</b>	<b>820</b>	<b>158</b>	<b>18</b>	<b>75</b>	<b>116</b>	<b>1187</b>

### SPECIFICATION OF EQUIPMENT AND ASSOCIATED SOFTWARE REQUIRED FOR DATA ENTRY OPERATIONS TO BE DEPLOYED

Sr. No.	Equipment/Software	Specifications
1.	Desktop Computer Or Laptop	<p><b>1. Desktop:</b></p> <ul style="list-style-type: none"> <li>• <b>Processor:</b> Intel Core i3 or higher</li> <li>• <b>RAM:</b> DDR3 - 4 GB or higher</li> <li>• <b>Hard Drive:</b> 500 GB or higher</li> <li>• <b>Monitor:</b> TFT/LCD Display - Size 17" or higher with inbuilt/slide attachable speakers</li> <li>• <b>Keyboard:</b> Standard (PS2/USB)</li> <li>• <b>Mouse:</b> Optical Standard Mouse (PS2/USB)</li> <li>• <b>Integrated sound &amp; graphics Controller</b></li> <li>• <b>Ethernet Controller with IPV6 compliant</b></li> <li>• <b>Standard OEM Warranty</b></li> </ul> <p>Or</p> <p><b>2. Laptop:</b></p> <ul style="list-style-type: none"> <li>• <b>Processor Speed:</b> Intel Core i3 or higher</li> <li>• <b>RAM:</b> DDR3 - 4 GB or higher</li> <li>• <b>Hard Drive:</b> 500 GB or higher</li> <li>• <b>Screen Size:</b> 14" or higher</li> </ul>
2.	Laser Jet Printer	<ul style="list-style-type: none"> <li>• Laser Jet Printer (Monochrome/Black) – A4 or higher</li> <li>• Printing Speed: 16 ppm or higher</li> </ul>

SPECIFICATION OF EQUIPMENT AND ASSOCIATED SOFTWARE REQUIRED FOR DATA ENTRY OPERATIONS TO BE DEPLOYED		
Sr. No.	Equipment/Software	Specifications
		<ul style="list-style-type: none"> <li>• Output 600 x 600 dpi (1200 dpi effective output)</li> <li>• Memory: 2 MB minimum</li> <li>• Standard OEM Warranty</li> </ul>
3.	Data Card for Internet Access	<ul style="list-style-type: none"> <li>• SIM Card Support (3G/4G)</li> <li>• Plug and Play with auto installation</li> </ul>
4.	Operating System	<ul style="list-style-type: none"> <li>• Microsoft Windows 8 or higher</li> </ul>
5.	Microsoft Office	<ul style="list-style-type: none"> <li>• Professional version 2016 or latest/higher</li> </ul>
6.	Anti-Virus	<ul style="list-style-type: none"> <li>• Anti-Virus suite with 3 year subscription</li> </ul>
7.	Internet Browser	<ul style="list-style-type: none"> <li>• Google Chrome/Opera/Microsoft Internet Explorer 7 or higher</li> <li>• Internet Browser Software can be Downloaded and Installed from the Internet, <b>without any additional Cost/Charges</b></li> </ul>

## **Appendix O: Undertaking on Supervisor Profile Requirement**

***(To be submitted by Bidder and in-case of Consortium by Lead Member on their Letterhead)***

We, M/s \_\_\_\_\_  
\_\_\_\_\_

hereby declare and agree to deploy Supervisors which meet the below Qualification criteria:

- He/she should be a Graduate from a Government recognized University / College.
- He/she should be between the age group of 28 years to 45 years.
- He/she should have at least 3 years' experience in Supervising Data Entry Operations (including Data Validation, Data Quality, and Reporting) in reputed Public /Private institutions / Central / State Government offices.
- He/she should have at least 2 years' experience in managing a team of at least fifty (50) Data Entry Operators or Computer Operators and should be proficient in Business Communications.
- He/she should have at least 1 year of experience in dealing with Government stakeholders and should have been responsible for Administrative Tasks in the project
- He/she should be proficient in working with computers and should necessarily have knowledge of MS Excel / MS Word / MS Power Point etc.
- His/her antecedents should have been verified by the Bidder from the local police authorities, within one month from date of joining.

*The Service Provider will have to provide attested copy of the certificates showing educational qualifications of each of the Supervisor with the list of the Supervisors that shall be deployed by the bidder.*

## Appendix P: Format for CA Certified Turnover Statement

**(To be on the Letterhead of CA and to be furnished by the Bidder & In case of Consortium by Each Member)**

We have examined the books of M/s \_\_\_\_\_ (Please mention: Name of Bidder/Member in-case of Consortium) having its registered office at \_\_\_\_\_ and certify that the \_\_\_\_\_ (Please mention: OPC/Company/Society/Trust/LLP/Partnership) has following turnover for the Financial Years 2013-14, 2014-15 & 2015-16.

Financial Year	Turnover (in Rs.) (in Lakhs)
2013-14	
2014-15	
2015-16	

Place: \_\_\_\_\_

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

Name of CA Firm: \_\_\_\_\_

Firm Registration No.: \_\_\_\_\_

Seal of the CA Firm: \_\_\_\_\_

Signature and Name of the Partner: \_\_\_\_\_

Membership No. of Partner: \_\_\_\_\_

### Appendix Q: Format for DEO Daily Work Report

Name of the DEO: \_\_\_\_\_

Name of Office/Facility: \_\_\_\_\_

Name of the Supervisor: \_\_\_\_\_

Name of MOI/C or BPM/DPM/CMO: \_\_\_\_\_

Month and Year of the Report: \_\_\_\_\_

S.No.	Day of the Month	Description of the Work done	Remarks (if any)
1.	Day 01		
2.	Day 02		
3.	Day 03		
4.	Day 04		
5.	Day 05		
6.	Day 06		
7.	Day 07		
8.	Day 08		
9.	Day 09		
10.	Day 10		
11.	Day 11		
12.	Day 12		
13.	Day 13		
14.	Day 14		
15.	Day 15		
16.	Day 16		
17.	Day 17		
18.	Day 18		
19.	Day 19		
20.	Day 20		
21.	Day 21		
22.	Day 22		
23.	Day 23		
24.	Day 24		
25.	Day 25		
26.	Day 26		
27.	Day 27		
28.	Day 28		
29.	Day 29		
30.	Day 30		
31.	Day 31		

Verified and Attested by MOI/C or BPM/DPM/CMO of the Office/Facility

**Note: The above format is indicative and actual reporting formats can be altered/modified basis requirement of the Authority or its representatives**

## Appendix R: Format for Monthly and Annual Report

### Monthly Report Format:

The Service Provider shall submit Monthly Report, along with the Cluster-wise monthly invoice, to the Authority for verification purpose:

Cluster Number:				Month:			Financial Year:			
#	Name of the DEO	EPF No.	ESI No.	Gross Monthly Salary as per compliance with Minimum Wages Act (in Rs.)	Net EPF deposited (in Rs.)	Net ESI deposited (in Rs.)	Additional monthly allowance disbursed (in Rs.)	Total Monthly Salary disbursed to the DEO (in Rs.)	Date of Salary Payment	Mode of Salary Payment (Cheque/Electronic Transfer/etc.)
1.										
2.										
3.										
.										
.										

*Note: Please provide proof of Salary Disbursement*

### Annual Report Format:

The Service Provider shall submit an Annual Report, at the end of each Financial Year during the course of the Contract term, to the Authority for verification purpose:

Cluster Number:				Financial Year:		
#	Name of the DEO	EPF No.	ESI No.	Total yearly Gross Salary as per compliance with Minimum Wages Act (in Rs.)	Total Yearly Salary disbursed to the DEO (in Rs.)	Amount of Bonus paid as DEO's Annual Bonus (in Rs.)
1.						
2.						
3.						
..						

*Note: Please provide proof of Bonus Payment*

- **The above formats are indicative and actual reporting formats may be added/altered/modified basis requirement given by the Authority or its representative**

## **Appendix S: Format for Power of Attorney for Signing of Proposal**

*(To be furnished by the Bidder & In case of Consortium by Lead Member)*

**On a Non – Judicial Stamp Paper of Rs. 100 duly attested by Executive Magistrate / Public Notary**

### **POWER OF ATTORNEY**

Know all men by these present, we \_\_\_\_\_ (*Name and Address of the Registered office of the Single Entity / Lead Member*) do hereby constitute, appoint and authorise Mr. / Ms. \_\_\_\_\_ R/o \_\_\_\_\_ (*Name and Address of Residence*) who is presently employed with us and holding the position of \_\_\_\_\_ as our Authorised Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of \_\_\_\_\_ (*Name of the Single Bidding Entity, if applicable, otherwise delete*) / the Consortium consisting of (1) \_\_\_\_\_, (2) \_\_\_\_\_, and (3) \_\_\_\_\_ (*Please state the Name and Address of the Members of the Consortium, if applicable, otherwise delete*) for “RFP for Appointment of Service Provider for HMIS/UPHMIS/MCTS Data Entry Services in U.P.” (the “Project”), including signing and submission of all documents and providing information / responses to Mission Director, NHM, UP, representing us in all matters in connection with our bid for the said Project.

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

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

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

(Name, Title and Address)

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

(Name, Title and Address of the authorised representative)

#### **Notes:**

- 1. To be executed by the Single Entity or the Lead Member in case of a Consortium.*
- 2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).*