



**REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR PROPOSAL
(RFP) BID DOCUMENT**

**HIRING OF AGENCY FOR RESEARCH, EVALUATION AND
DOCUMENTATION OF NHM PROGRAMMES**

PART I – INSTRUCTION TO BIDDERS

Bid Reference: 8607-A

**National Health Mission, Uttar Pradesh
Mission Director, NHM-UP**

Vishal Complex, 19-A. Vidhan Sabha Marg
Lucknow (Uttar Pradesh) India - 226001

Phone: 0522 – 2237496, 2237522

Fax: 0522 – 2237574, 2237390

Website: <http://upnrhm.gov.in>

Email: gmiectrh@gmail.com

6th April 2017

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Glossary

#	Item	Abbreviation Description or Definitions / Interpretations
1.	ANC	Ante Natal Care
2.	Arbitrator	Dispute resolving Authority – Arbitrator Tribunal shall consist of Three Arbitrators.
3.	ASHA	Accredited Social Health Activist
4.	AWW	Anganwadi Worker
5.	BCC	Behaviour Change Communication
6.	Bidder	A Sole Bidder or Principal Bidder in case of a Consortium.
7.	DD	Demand Draft
8.	EMD	Earnest Money Deposit or Bid Security
9.	EMTS	Emergency Medical Transport Services
10.	eVIN	electronic Vaccine Intelligence Network
11.	FD	Fixed Deposit
12.	FLW	Frontline Workers
13.	HBNC	Home Based Newborn Care
14.	HH	Household
15.	IEC	Information Education Communication
16.	JSSK	Janani-Shishu Suraksha Karyakram
17.	MDR	Maternal Death Review
18.	NCD	Non Communicable Diseases
19.	NHM, UP	National Health Mission, Uttar Pradesh
20.	NIPI	National Iron plus Initiative
21.	Nodal Authority	Mission Director, NHM, UP
22.	NQA Certification	National Quality Assurance Certification
23.	NRC	Nutritional Rehabilitation Centres
24.	POA	Power of Attorney
25.	PPIUCD	Postpartum Intrauterine Contraceptive Device
26.	PRC	Population Research Centers
27.	PSU	Primary Sample Unit
28.	RBSK	Rashtriya Bal Swasthya Karyakram
29.	RI	Routine Immunization
30.	RMNCH+A	Reproductive, Maternal, Newborn, Child and Adolescent Health
31.	RFP	Request for Proposal
32.	RFQ	Request for Qualification
33.	RSK	Rogi Kalyan Samiti
34.	SAM	Severe Acute Malnutrition
35.	SNCU	Sick Newborn Care Unit
36.	UPHSSP	Uttar Pradesh Health System Strengthening Project
37.	VHND	Village Health Nutrition Day
38.	VHNSC	Village Health Sanitation & Nutrition Committee
39.	WIFS	Weekly Iron Folic Acid Supplementation

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1 RFP FOR HIRING OF AGENCY FOR RESEARCH, EVALUATION AND DOCUMENTATION OF NHM PROGRAMMES

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 Agency 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, invites Bids from eligible Agencies for Research, Evaluation (assessment of Schemes/Programs) and Documentation of NHM Programmes.

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	30 th December 2016
2.	Website for download of Bid Documents	http://upnrhm.gov.in
3.	Cost of Bid Enquiry document	A Non-refundable fee of Rs. 10,000/- (Rupees Ten Thousand Only)
4.	Method of Selection	Least Cost (L1) for Bidders, who qualifies technical evaluation parameters, subject to minimum technical score
5.	Pre-Bid meeting date and time	Successfully conducted on 10 th January 2017 at 12:00 hours at Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP
6.	Pre-Bid meeting venue.	
7.	Closing date and time of receipt of Bid	27th April 2017 at 13:00 hours
8.	Time, date and venue of opening of Technical Bid	27th April 2017 at 14:00 hours at Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP
9.	EMD (Earnest Money Deposit)	Rs. 1,50,000 (Rupees One Lakh Fifty Thousand Only)
10.	Bid Parameter	The Bidder who quotes Lowest Total Price (Cost of Assessment, Documentation/Photo Documentation and Video Documentation along with all the applicable taxes, but exclusive of applicable Service Tax) among those Bidders that are technically responsive to this RFP
11.	Performance Security	Rs. 15,00,000 (Rupees Fifteen Lakhs Only)

1.3 Structure of the RFP

This Request for Proposal (RFP) document comprises of the following:

1.3.1 Instructions on the Bid Process.

The Instructions on the Bid Process for the purpose of responding to this RFP are,

- 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 Selected Agency (Section 1.6)
- Agency Appointment Process (Section 1.7)

- d) Payment Terms (Section 1.9)
- e) Bid submission document formats (Appendix A, B, C, D, E, F, G, H, I & J)

1.3.2 Delivery Requirements of the project.

The contents of the document broadly cover the following areas,

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

*Note: A Draft Contract Agreement has been provided separately in **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 aspect will be at the Bidder's risk and may result in rejection of the Bid.

1.4 Background Information

1.4.1 Basic Information

1.4.1.1 Nodal Authority, **Mission Director, National Health Mission, Uttar Pradesh** invites responses (“Bids”) to this Request for Qualification cum Request for Proposals (“RFP”) from Agencies (“Bidders”) providing their expertise:

- To deliver three deliverables which will require Research, Evaluation (assessment of Schemes/Programs), Report Documentation, Documentation/Photo Documentation and Video Documentation of NHM, UP initiatives on RMNCH+A and National Programs

Details are also further described under **Section 1.8** of this RFP document.

1.4.1.2 Any contract that may result from this Bid Process will be issued for a period of **1 (One) year (“the Term”)**.

1.4.1.3 Bids must be received not later than time, date and at the venue mentioned in the Bid Data Sheet. Bids that are **received late WILL NOT** be considered in this Bidding Process.

1.4.2 Project Background

NHM, UP implemented several new initiatives, schemes and campaigns on RMNCH+A and National Programmes. The RMNCH+A strategic approach has been developed to provide an understanding of ‘continuum of care’ to ensure equal focus on various life stages. NHM, UP utilized funds for implementation of various programmes and campaigning during the last 3 years. Hence, in year 2016-17 NHM, UP proposed the hiring of an External Agency to do Research & Evaluation (assessment of

Schemes/Programs), Documentation/Photo Documentation and Video Documentation of identified Best Practices/Schemes/Programs of NHM, UP under RMNCH+A initiatives and National Programs.

1.5 Instructions to the Bidders

1.5.1 General Instructions

- 1.5.1.1 The Bidder shall prepare and submit its offer as per instructions given under this **Section 1.5**.
- 1.5.1.2 The Bids shall be complete with all 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 only be mentioned in the format as per **“Appendix G”** only.
- 1.5.1.5 The Bids (comprising of Technical and Financial) shall be submitted (with a Forwarding Letter as per **“Appendix A”**) before the last date of submission. Late bids shall not be considered.
- 1.5.1.6 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.
- 1.5.1.7 No commitment of any kind, 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 public hiring process at any time prior to a formal written contract being executed by or on behalf of the Nodal Authority.
- 1.5.1.8 This RFP and its contents supersedes and replaces any previous public documentation & communications on this RFP and its process, and Bidders should place no reliance on such communications.
- 1.5.1.9 Right to Terminate the Process
 - 1.5.1.9.1 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.

1.5.1.9.2 This RFP does not constitute an offer by Nodal Authority. The bidder's participation in this process may result Nodal Authority selecting the bidder to engage 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 this paragraph may render the Bid Non-compliant and the Bid may be rejected. Bidders must:

1.5.2.2.1 Follow the format of this RFP and respond to each element in the order and form as set out in this RFP

1.5.2.2.2 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 30th December 2016 by Nodal Authority.

1.5.3.2 Nodal Authority conducted a pre-bid meeting with the prospective bidders on 10th January 2017 at 12:00 hours, at Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP. **No further pre-bid meetings will be conducted for this RFP.**

1.5.3.3 Responses to Pre-Bid Queries and Issue of Revised RFP

1.5.3.3.1 Based the queries received from the bidders, the Nodal Authority has issued a revised RFP on **6th April 2017.**

1.5.3.3.2 The revised RFP is posted on website <http://upnrhm.gov.in>.

1.5.3.3.3 The bidders are advised to refer this Revised RFP for preparation and submission of their bids.

1.5.3.3.4 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 Requirements of the Bid

1.5.4.1 RFP Document Fees

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

1.5.4.1.2 The Bidder will submit non-refundable fee of Rs 10,000 (Rupees Ten 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.**

1.5.4.1.3 The Demand Draft of RFP document fees should be submitted along with Bids.

1.5.4.1.4 Population Research Centers (PRCs) or any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., are exempted from submission of Bid Document Cost. Consortium where the Lead Member is a Population Research Center (PRC) or Consortium where the Lead Member is any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., shall also be exempted from submission of Bid Document Cost.

1.5.4.2 Earnest Money Deposit (EMD)

1.5.4.2.1 The Bidder will submit, along with their Bids, EMD of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand Only). EMD should be in the form of a Fixed Deposit or Bank Guarantee (in the format specified in “**Appendix H**”) issued by any Scheduled Indian bank in favor of **State Health Society, Uttar Pradesh.**

1.5.4.2.2 It may be noted that no Bidding Entity, is exempt from deposit of EMD along with its bid. Bids submitted by Bidders without EMD shall be rejected. Submission of EMD is only exempted for Population Research Centers (PRCs) or any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt. or Consortium where the Lead Member is a Population Research Center (PRC) or Consortium where the Lead Member is any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt.

1.5.4.2.3 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.

1.5.4.2.4 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.

1.5.4.2.5 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 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.

1.5.4.3 Submission of Bids

The Bidder shall submit the bid in One Large Envelope superscripted with **Bid Reference Number along with Name and Communication Address of the Bidder**. The bid shall be made in 2 (Two) SEPARATE SEALED ENVELOPES, all placed within the large envelope, each superscripted with **Bid Reference Number along with Name and Communication Address of the Bidder**. The original bid documents are as given below:

1.5.4.3.1 The **First Sealed Envelope** shall be the Technical Bid, having all documentation spirally bound, numbered on each page, and shall be marked in bold letter as "**TECHNICAL BID**". It MUST comprise of the following for eligibility:

1.5.4.3.1.1 Forwarding Letter as per "**Appendix A**", confirming performing the assignment and confirmation regarding furnishing Performance Security in case of Award of Contract.

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

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

- *To be submitted by Bidder and in-case of Consortium by Lead Member*

1.5.4.3.1.3 EMD in the form of Fixed Deposit Receipt / Bank Guarantee as per "**Appendix H**". Refer "**Appendix H**" - Format of Bank Guarantee for EMD for the required validity period.

- *To be submitted by Bidder and in-case of Consortium by Lead Member*

1.5.4.3.1.4 Particulars of the bidder as per "**Appendix B**".

- *To be furnished by Bidder and in-case of Consortium by Each Member on their Letterhead along with the following documents*

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

- 1.5.4.3.1.4.2 *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 I”*
- 1.5.4.3.1.4.3 *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.*
- 1.5.4.3.1.5 A CA Certified statement regarding assignments in domain of Research & Evaluation / Documentation/Photo Documentation / Video Documentation which are currently ongoing/have been successfully completed by the Bidder/Each Member (in-case of Consortium), during last Five Years as per “**Appendix C**”.
- *To be furnished by Bidder and in-case of Consortium by Each Member*
- 1.5.4.3.1.6 Details of Bidder’s Project Execution Plan which shall include: Study Plan and Research Methodology, Details of the Project Leader for execution of Project and Details of Core Team Members along with supporting proofs/documents as per “**Appendix D**”.
- *To be furnished by Bidder and in-case of Consortium by Lead Member on their Letterhead*
- 1.5.4.3.1.7 A Duly notarized declaration from the Bidder in the format given in “**Appendix E**” to the effect that the firm has neither been declared as defaulter nor blacklisted/debarred by any Competent Authority of Government of India or its Organizations or Government of any State or its Organizations 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 F**”.
- *To be furnished by the Bidder & In case of Consortium to be given separately by each member on a Non – Judicial Stamp Paper of Rs. 100 duly attested by Executive Magistrate / Public Notary*
- 1.5.4.3.1.8 A Duly notarized valid Power of Attorney in favour of signatory to submitted bid documents, as per the Board Resolution or applicable provisions under Articles and Memorandum of Association. Refer “**Appendix J**” 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*

- 1.5.4.3.1.9 PRCs affiliated with universities/research institutions or any such agency Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., are required to submit a letter from VC/Director/Head of the institution/agency/organization, allowing them to open a separate bank account for receipt of funds from Paying Authority. An authority letter stating that the fund could be handled by the Project Leader, duly nominated by the VC/Director/Head of the institution/agency/organization, is to be provided.
- 1.5.4.3.2 The **Second Sealed 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 mentioned in the format as per attached **"Appendix G"** only.
- *To be furnished by Bidder and in-case of Consortium by Lead Member on their Letterhead*
- 1.5.4.3.3 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.
- 1.5.4.3.4 In case of discrepancy in the quoted prices, the price written in words will be considered as final and valid.
- 1.5.4.3.5 Please Note that Prices should not be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- 1.5.4.3.6 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".
- 1.5.4.3.7 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.
- 1.5.4.3.8 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 Bids.
- 1.5.4.3.9 Cover Page and Forwarding 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, 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 RFP. 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 or not and whether the Bid is responsive or not shall be final and binding on the Bidders. No correspondence will be entertained outside the process of negotiation/ discussion with the Bid Evaluation Committee.

1.5.5.4 Financial Bids of only those Bidders, who qualify on Technical Bid, will be considered and opened.

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

1.5.5.6 The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Bids

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

1.5.5.8 Bid Opening

1.5.5.8.1 The Bids submitted up to on or before stipulated date and time, as indicated in Bid Data Sheet, will be opened at Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP 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.

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

1.5.5.9 Bid Validity

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

1.5.5.10 Bid Scrutiny

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

1.5.5.10.1.1 Are not submitted in formats as specified in the RFP document

1.5.5.10.1.2 Received without the Letter of Authorization (Power of Attorney)

1.5.5.10.1.3 Are found with suppression of details

1.5.5.10.1.4 With incomplete information, subjective, conditional offers and partial offers submitted

1.5.5.10.1.5 Submitted without the documents requested, as set out under Section 1.5

1.5.5.10.1.6 Have non-compliance with any of the clauses stipulated in the RFP

1.5.5.10.1.7 With lesser validity period

1.5.5.10.2 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.

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

1.5.5.10.3.1 Bid Document Cost, EMD ("**Appendix H**") – Non submission of these documents will lead to summary rejection of the bid and the bid will not be evaluated further. Submission of Bid Document Cost and EMD is only exempted for Population Research Centers (PRCs) or any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt. Consortium where the Lead Member is a Population Research Center (PRC) or Consortium where the Lead Member is any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., shall also be exempted from submission of Bid Document Cost and EMD.

1.5.5.10.3.2 Submission of Eligibility Documents with respect to Technical Eligibility requirement as provided under **Section 1.6.1**.

1.5.5.10.3.3 Submission of cumulative Turnover requirements documents. Population Research Centers (PRCs) or any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., are exempted from Turnover requirement criteria. Consortium where the Lead Member is a Population Research Center (PRC) or Consortium where the Lead Member is any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., shall also be exempted from Turnover requirement criteria.

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

1.5.5.10.4 Technical Evaluation of the bids- The eligible bidders will then be evaluated for Technical responsiveness as indicated in **Section 1.6.1**. All bids meeting the criteria set out in **Section 1.6.1** shall be considered as eligible for Technical Evaluation and will be allocated technical scores as per **Section 1.6.2**.

1.5.5.10.5 The Technically Responsive/Qualified Bidders may be then asked for opening of Financial Bid. The Financial bid evaluation will be based on the relevant stated Bid parameters (Amount quoted). Any conditional bid, deviating from the bid conditions, will be rejected.

1.5.5.10.6 The bidders offering the **Lowest Total Price for the Project** as per the bid parameter will be the selected L-1 bidder and will be awarded the contract.

1.5.5.11 **Infirmity / 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.

1.5.5.12 Bid Clarification

Wherever necessary, the Nodal Authority, or personnel authorized by it, at its discretion, may seek clarifications from any Bidder 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. 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 Proposal.

1.6 Criteria for Evaluation

1.6.1 Technical Qualification Criteria

- 1.6.1.1 The Bidder shall be a Sole Provider (Legal Entity including OPC/ Company/ Society/ Trust/ LLP/ Partnership or Any Institution formed under an act of Parliament or State/UT Legislature of India) or a Group of Legal Entities [**Maximum 3 (Three)**] coming together as Consortium to implement the Project. The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities. In case of a Consortium, the Lead Member shall be legally responsible and shall represent the Consortium Members in all Legal Matters. 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 or Any Institution formed under an act of Parliament or State/UT Legislature of India. A bidder cannot bid as a sole provider as well as a partner in a consortium.
- 1.6.1.2 The Bidder shall have **Minimum Experience of 3 (Three) years** in last 5 (Five) years in domain of Research & Evaluation / Documentation/Photo Documentation / Video Documentation. In case of Consortium, the Lead Member of the Consortium shall have Minimum Experience of **3 (Three) years** in last 5 (Five) years in domain of Research & Evaluation / Documentation/Photo Documentation / Video Documentation.

- 1.6.1.3 The Bidder/Each Member in-case of a Consortium, should submit, CA Certified statement regarding assignments in domain of Research & Evaluation / Documentation/Photo Documentation / Video Documentation which are currently ongoing/have been successfully completed, during last Five Years as per **“Appendix C”**.
In support of this, Performance Certificate/Users’ Certificate for each declared ongoing/successfully completed assignment should be submitted. The assignment with any State Government or its organizations/ departments/ agencies/Public Sector Units, Government of India or its organizations/ departments/agencies/ Public Sector Units should be specifically mentioned in **“Appendix C”**. The decision of the Nodal Authority as to whether the assignment is similar or not and whether the bidders possess required experience or not, shall be final and binding on the bidders.
In-case of the Consortium, the relevant assignments in domain of Research & Evaluation / Documentation/Photo Documentation / Video Documentation of all the Members of the Consortium shall be considered for Technical Evaluation.
- 1.6.1.4 **Minimum Average Turnover** of the Bidder during last 3 (Three) Financial Years (FY2013-14, FY 2014-15 and FY 2015-16), should be **at least Rs. 1,00,00,000 (Rupees One Crore)**.
In case of Consortium, the **arithmetic sum of Turnover of all the Consortium Members** during last 3 (Three) Financial Years (FY 2013-14, FY 2014-15 and FY 2015-16), should be at least Rs. 1,00,00,000 (Rupees One Crore) AND the **Average Turnover of the Lead Member** during the last 3 (Three) Financial Years (FY 2013-14, FY 2014-15 and FY 2015-16) **should be at least 51% of the Minimum Average Turnover Criteria**. Population Research Centers (PRCs) or any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., are exempted from Minimum Turnover requirement criteria. Consortium where the Lead Member is a Population Research Center (PRC) or Consortium where the Lead Member is any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., shall also be exempted from Minimum Turnover requirement criteria.
- 1.6.1.5 The Bidder should submit its Project Execution Plan which shall include: Study Plan and Research Methodology, Details of the Project Leader for execution of Project and Details of Core Team Members along with supporting proofs/documents as per **“Appendix D”** along with its Bid.
- 1.6.1.6 The Bidders are not presently blacklisted by the Nodal Authority or by any State Govt. or its organizations, by Govt. of India or its organizations or PSUs. Bidder/ Each Member (in case of consortium) should submit declaration as per **“Appendix E”**.
- 1.6.1.7 The bidder shall not be involved in any pending/ongoing CBI Litigations/Criminal Litigations with any Government Agency/ State/Central department/ State/Central Government. Bidder/ Each Member (in case of consortium) should submit declaration as per **“Appendix E”**.

1.6.1.8 The Bidder shall **MANDATORILY** submit, if not otherwise exempted as per any RFP provision, ALL the required supporting Documents as required in Section 1.6.2. NON SUBMISSION of any of the supporting Documents required for Technical scoring, without assigning a valid reason in written for NON SUBMISSION of the supporting Documents, may lead the Bid to be treated as **NON-RESPONSIVE**.

1.6.2 Technical Score

All bids meeting the criteria set out in **Section 1.6.1** shall be considered as eligible for Technical Evaluation and will be allocated technical scores on the following parameters. The Bidder shall **MANDATORILY** submit, if not otherwise exempted as per any RFP provision, **ALL** the required supporting Documents which have been asked for in the Technical Evaluation/Scoring table below. In case Bidder is not able to submit any supporting document required for Technical Evaluation/Scoring, then it shall provide **valid reason in written for non-submission of supporting Documentation, on its Letterhead along with Signature of the Authorized Signatory**.

NON SUBMISSION of any of the supporting Documents required for Technical scoring, without assigning a valid reason in written for NON SUBMISSION of supporting Documents, may lead the Bid to be treated as **NON-RESPONSIVE**.

#	Technical Evaluation Criteria	Scoring Scale	Corresponding Score
1.	<p>Average Turnover of Bidder/Consortium in Last 3 Financial Years (FY13-14, FY14-15, FY15-16). In case of a Consortium, combined arithmetic sum of turnovers of all the members will be considered and the lead member of the consortium should have at least 51% of the Average Turnover required for the corresponding scoring scale.</p> <p>Example 1 (Single Bidding Entity): Average Turnover of the Bidder during the last 3 Financial Years is Rs. 2.5 Crore; then Corresponding Score allotted shall be 8 Points</p> <p>Example 2 (Consortium): Average Turnover of the Consortium during the last 3 Financial Years is Rs. 8 Crore and:</p> <p>i) Average turnover of Lead Bidder during the last 3 Financial Years is Rs. 1.5 Crore i.e. 19%; then Corresponding Score allotted shall be 4 Points</p> <p>ii) Average turnover of Lead Bidder during the last 3 Financial Years is Rs. 4.1 Crore i.e. 51%</p>	<p>a) < Rs. 1 Cr. b) >= Rs. 1 Cr. And < Rs. 2.0 Cr. c) >=Rs. 2.0 Cr. And < Rs. 3.0 Cr. d) >= Rs 3.0 Cr.</p>	<p>a) 0 Point b) 4 Points c) 8 Points d) 12 Points</p>

#	Technical Evaluation Criteria	Scoring Scale	Corresponding Score
	<p>of Rs. 8 Crore; then Corresponding Score allotted shall be 12 Points</p> <p>Population Research Centers (PRCs) or any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., are exempted from Turnover Evaluation criteria. Consortium where the Lead Member is a Population Research Center (PRC) or Consortium where the Lead Member is any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., shall also be exempted from Turnover Evaluation criteria.</p>		
2.	Total Work Experience of the Bidder/Lead Member of Consortium in the domain of Research & Evaluation or Documentation/Photo Documentation or Video Documentation	a) < 3 years b) ≥ 3 years and < 4 years c) ≥ 4 years and < 5 years d) ≥ 5 years and < 6 years e) ≥ 6 years	a) 0 Point b) 4 Points c) 8 Points d) 12 Points e) 16 Points
3.	<p>Prior experience in the domain of Research & Evaluation of working with any State/UT Government or its organizations/ departments/ agencies/Public Sector Units OR Government of India or its organizations/ departments/agencies/ Public Sector Units within last 5 years.</p> <p>In case of a consortium, relevant assignments of all the members of the consortium will be considered.</p> <p>If the assignments have been done with Private Sector, 50% of the applicable points will be awarded</p>	a) No Assignment b) 1 Assignment with value of Rs 15 Lakhs or more c) 2 Assignments with cumulative value of Rs 30 Lakhs or more d) 3 Assignments with cumulative value of Rs 45 Lakhs or more	a) 0 Point b) 7 Points c) 14 Points d) 21 Points
4.	Prior experience in the domain of Documentation/Photo Documentation of working with any State/UT Government or its organizations/ departments/ agencies/Public Sector Units OR Government of India or its organizations/ departments/agencies/ Public Sector Units within last 10 years.	a) No Assignment b) 1 Assignment with value of Rs 7 Lakhs or more c) 2 Assignments with cumulative value of Rs 14 Lakhs or more	a) 0 Point b) 3 Points c) 6 Points d) 9 Points

#	Technical Evaluation Criteria	Scoring Scale	Corresponding Score
	<p>In case of a consortium, relevant assignments of all the members of the consortium will be considered.</p> <p>If the assignments have been done with Private Sector, 50% of the applicable points will be awarded</p>	d) 3 Assignments with cumulative value of Rs 21 Lakhs or more	
5.	<p>Prior experience in the domain of Video Documentation of working with any State/UT Government or its organizations/ departments/ agencies/Public Sector Units OR Government of India or its organizations/ departments/agencies/ Public Sector Units within last 5 years.</p> <p>In case of a consortium, relevant assignments of all the members of the consortium will be considered.</p> <p>If the assignments have been done with Private Sector, 50% of the applicable points will be awarded</p>	<p>a) No Assignment</p> <p>b) 1 Assignment with value of Rs 7 Lakhs or more</p> <p>c) 2 Assignments with cumulative value of Rs 14 Lakhs or more</p> <p>d) 3 Assignments with cumulative value of Rs 21 Lakhs or more</p>	<p>a) 0 Point</p> <p>b) 3 Points</p> <p>c) 6 Points</p> <p>d) 9 Points</p>
6.	Submission of Study Design, Research Methodology and Implementation Plan	<p>a) Training, Rollout & Survey Plan submitted</p> <p>b) Data quality verification plan submitted</p> <p>c) Mechanism to receive & incorporate feedback submitted</p>	<p>a) No: 0 Point, Yes: 1 Points</p> <p>b) No: 0 Points, Yes: 1 Points</p> <p>c) No: 0 Points, Yes: 1 Points</p>
7.1	Project Leader's Educational Qualification	<p>a) Undergraduate (degree or diploma) in Research or Communication or Management</p> <p>b) Postgraduate (degree or diploma) in Research or Communication or Management</p>	<p>a) No: 0 Point, Yes: 2 Point</p> <p>b) No: 0 Point, Yes: 2 Point</p>
7.2	Project Leader's relevant Professional Experience in the domain of Research & Evaluation or Documentation/Photo Documentation or Video Documentation, in the domain of Public Health	<p>a) < 3 years</p> <p>b) >=3 years and < 5 years</p> <p>c) >=5 years and < 7 years</p> <p>d) >=7 years</p>	<p>a) 0 Point</p> <p>b) 1 Point</p> <p>c) 3 Points</p> <p>d) 5 Points</p>

#	Technical Evaluation Criteria	Scoring Scale	Corresponding Score
7.3	Project Leader's Experience of working with any State/UT Government or its organizations/ departments/ agencies/Public Sector Units OR Government of India or its organizations/ departments/agencies/ Public Sector Units	a) No Assignment b) 1 Assignment c) 2 Assignments d) >= 3 Assignments	a) 0 Point b) 1 Point c) 2 Points d) 3 Points
8.	Core Team Members*: (1) Design Expert, (2) Documentation Expert, (3) Communication Expert and (4) Statistician/Demographer Core Team Members can be any existing Employee or External Consultant or Domain Experts hired by the Bidder before Bid Submission date (in-case of Consortium, by any Consortium Member) *Core Team Members' qualification and experience shall be evaluated. However the selected Agency shall deploy sufficient number of qualified human resources to complete all deliverables within specified timelines.	Scoring Scaled defined for individual Core Team Members mentioned in 8.1 - 8.4	As per Scoring Scale defined for individual Core Team Members mentioned in 8.1 - 8.4
8.1	Design Expert's Education Qualification and Experience in relevant domain	<u>Education Qualification:</u> a) Graduation in any discipline with Certification Course in Corel Draw or any other Design Software b) Post-Graduation in any discipline with Certification Course in Corel Draw or any other Design Software <u>Experience:</u> c) < 3 years d) >=3 years and < 5 years e) >=5 years	a) No: 0 Point, Yes: 0.5 Point b) No: 0 Point, Yes: 0.5 Point c) 0 Point d) 0.5 Point e) 1 Point
8.2	Documentation Expert's Education Qualification and Experience in relevant domain	<u>Education Qualification:</u> a) Graduation in any discipline b) Post-Graduation with diploma in Mass Communication	a) No: 0 Point, Yes: 1 Point b) No: 0 Point, Yes: 1 Point

#	Technical Evaluation Criteria	Scoring Scale	Corresponding Score
		<u>Experience:</u> c) < 5 years d) >=5 years and < 7 years e) >=7 years	c) 0 Point d) 1 Point e) 2 Point
8.3	Communication Expert's Education Qualification and Experience in relevant domain	<u>Education Qualification:</u> a) Graduation in any discipline with diploma in Mass Communication b) Post-Graduation in Journalism and Mass Communication <u>Experience:</u> c) < 5 years d) >=5 years and < 10 years e) >=10 years	a) No: 0 Point, Yes: 2 Point b) No: 0 Point, Yes: 2 Point c) 0 Point d) 2 Point e) 4 Point
8.4	Statistician/Demographer's Education Qualification and Experience in relevant domain	<u>Education Qualification:</u> a) Post-Graduation in Statistics/Demographics/Economics b) PhD in Statistics/Demographics/Economics <u>Experience in large scale Household and Health Facility Survey:</u> c) < 5 years d) >=5 years and < 7 years e) >=7 years	a) No: 0 Point, Yes: 1 Point b) No: 0 Point, Yes: 1 Point c) 0 Point d) 1 Point e) 2 Point

Only those Bidders who **get a score of 70% (which is 70 Points out of 100 Points)** or more on the Technical Evaluation Parameters, shall be considered to have Technically Qualified and only their financial bids shall be opened.

Population Research Centers (PRCs) or any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt. are exempted from Turnover Evaluation Criteria. Consortium where the Lead Member is a Population Research Center (PRC) or Consortium where the Lead Member is any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., shall also be exempted from Turnover Evaluation criteria (equivalent to 12 Technical Score Points) and will not be evaluated on this parameter. In such cases bidding entities, who get a **score of 70% of 88 Points (which is 61.6 Points)**

or more on the applicable Technical Evaluation Parameters, shall be considered to have Technically Qualified.

No Points shall be given for Assignments undertaken by Individual External Consultants / Domain Experts, hired by the Bidder for providing relevant expertise.

Core Team Members, whether existing Employees or External Consultant or Domain Experts hired by the Bidder, whose experience has been claimed by the Bidder for Technical Evaluation, shall be mandatorily deployed on the Project. No change in Core Team Members, mentioned in Appendix D shall be allowed, only exception being an Employee leaving employment with the Bidder/Lead Bidder/Consortium Member. In-case any of the Core Team Members leave employment with the Bidder/Lead Bidder/Consortium Member, then they shall be replaced by another resource having same qualification and experience.

Project Leader, should be employed with the Bidder/Lead Bidder or any member of the Consortium. Project leader whose experience has been claimed by the Bidder for Technical Evaluation, shall be mandatorily deployed on the Project. No change in Project Leader, mentioned in Appendix D shall be allowed, only exception being an Employee leaving employment with the Bidder/Lead Bidder/Consortium Member. In-case the Project Leader leaves employment with the Bidder/Lead Bidder/Consortium Member, then he/she shall be replaced by another resource having same qualification and experience.

1.6.3 Financial Bid Evaluation

- 1.6.3.1 The Financial Bids of technically qualified/responsive bidders 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. Any conditional bid, deviating from the bid conditions, will be rejected.
- 1.6.3.3 The bidder offering the **Lowest Total Price for the Project** (Cost of Research & Evaluation, Documentation/Photo Documentation and Video Documentation along with all the applicable taxes, but exclusive of applicable Service Tax) as per the bid parameter will be the selected L-1 bidder and shall be called for further process leading to the Award of the Contract.
- 1.6.3.4 The price quoted shall be firm and shall be mentioned in the format as per attached **"Appendix G"** only.
- 1.6.3.5 Errors & 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".

1.7 Appointment of the Successful Bidder as Selected Agency

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.

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, 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 successful bidder will be required to sign and submit the contract unconditionally within 21 days of receipt of such communication. (Part II – Draft Contract Agreement)

1.7.3.3 The Letter of Award (LOI) will be issued by Mission Director, National Health Mission, Uttar Pradesh.

1.7.3.4 In case the bidding process / public procurement 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 shape of a **FDR/Bank Guarantee** issued by any Scheduled Indian Bank in favor of **State Health Society, Uttar Pradesh** for an amount as specified in the **Bid Data Sheet**. The Bank Guarantee shall be as per proforma at “**Appendix H**” and will remain in force up to and including 180 (One Hundred and Eighty) days after the period of contract validity. This shall be submitted within 21 days of receiving of 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 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 Agency on successful completion of Contractual term and/or its obligations.
- 1.7.5.4 Population Research Centers (PRCs) or any such Agency/Organization, being fully funded (grants-in-aid) and recognized by the MoHFW, Govt. of India/State Govt., are exempted from submission of Performance Security. Consortium where the Lead Member is a Population Research Center (PRC) or Consortium where the Lead Member is any such Agency/Organization, being fully funded (grants-in-aid) by the MoHFW, Govt. of India/State Govt., shall also be exempted from submission of Performance Security.

1.7.6 **Signing of Contract**

- 1.7.6.1 After the Nodal Authority notifies the successful bidder that its Bid has been accepted, Nodal Authority shall enter into a contract, incorporating all clauses, pre-bid clarifications (if any) and the Bid of the bidder between Nodal Authority and the successful bidder.
- 1.7.6.2 The Draft Legal Contact 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 The individual Contracts will be signed between Mission Director, National Health Mission, Uttar Pradesh and selected bidder.
- 1.7.6.4 The Implementing, Monitoring Authority and Payment Authority will be Mission Director, National Health Mission, Uttar Pradesh.

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 (L1) to agree with the Draft Legal 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/qualified and most economical bidder (L2: having next best least cost) or call for new Bids from the interested bidders.

1.7.7.2 In such a case, the Nodal Authority shall invoke the Performance Security of the next most technically responsive and least cost bidder.

1.7.8 Compliance of Minimum Wages Act and other Statutory Requirements

The Selected Agency shall comply with all the provisions of Minimum Wages Act and other applicable labor laws. The Selected Agency shall also comply with all other statutory provision including but not limited to provisions regarding eligibility criteria of human resources used by the Selected Agency for providing the services, occupational and environmental safety and other applicable statutory requirements.

The Selected Agency shall maintain confidentiality of data shared with it or collected by it during the course of the project and shall make adequate arrangement for data security.

1.7.9 Income Tax Deduction at Source

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

1.8 Scope of Work

1.8.1 General Project Overview

The Selected Agency shall have to deliver three deliverables which will require Research & Evaluation (assessment of Schemes/Programs), Documentation/Photo Documentation and Video Documentation of identified Best Practices/Schemes/Programs of NHM, UP under RMNCH+A initiatives and National Programs.

For all deliverables, the Study Indicators shall represent facts and information at the State Level. The work needs to be carried across five (5) Zones of U.P - Western, Central, Eastern, Bundelkhand and Tarai belt (Refer **Appendix L** for Zone-wise District details). Currently, most of Tarai belt is the part of Uttaranchal but there are districts of U.P. adjacent to Nepal border. The Agency shall execute the scope of work for each of the required Schemes/Programs and deliverables (as detailed under **Appendix K**).

Research, Evaluation (assessment of Schemes/Programs) and Documentation work could involve a combination of desk research, population surveys and analysis of literature / statistical data, or a

methodology deemed appropriate to execute the Scope of Work, and would need to be carried out for the identified NHM programmes across all the required Health centres in a District (Sub Centres (SCs), Primary Health Centres (PHCs), Community Health Centres (CHCs), District Hospitals (DHs), etc.), and/or as deemed important to identify and address the required sample size.

The output quality for each deliverable shall rely on the creativity of the Agency in representing qualitative and quantitative data/literature as outcomes.

1.8.2 Work Description

1.8.2.1 Summary of the three key deliverables that the Selected Agency will have to deliver is as follows:

1.8.2.1.1 **Deliverable 01:** Research & Evaluation (Assessment of 13 Schemes/Programs) of NHM UP on RMNCH+A and National Programs.

1.8.2.1.1.1 **Expected Output:** A Study report with qualitative and quantitative data compilation with anecdotes and Case studies for each Schemes/Programs. Each Study Report should present complex concepts and findings in an accessible and engaging manner, should have the same “Look and Feel” and should have clear branding and incorporate Logo defined by the Nodal Authority. The report shall be submitted in Hard and Soft Copy (.cdr file, .pdf and .docx format), should be of 7,500 – 10,000 words (excluding Annexures) for each of the 13 Schemes/Programs.

1.8.2.1.2 **Deliverable 02:** Evidence based Documentation/Photo Documentation of best practices of NHM, UP on RMNCH+A and National Programs for 10 Schemes/Programs.

1.8.2.1.2.1 **Expected Output:** A Well designed document based on detailed evidence based information, process details, anecdotes, Case studies/stories for each Schemes/Programs. Each Document should present complex concepts and findings in an accessible and engaging manner, should incorporate Visual Contents, should have the same “Look and Feel” and should have clear branding and incorporate Logo defined by the Nodal Authority. The document shall be submitted in Hard and Soft Copy (.cdr file, .pdf and .docx format) & 200 High Resolution pictures (Each Photograph should have clear branding and incorporate Logo defined by the Nodal Authority) in .jpeg file format (in digital format) need to be submitted for each of the 10 Schemes/Programs.

1.8.2.1.3 **Deliverable 03:** Video Documentation of best practices of 07 NHM, UP Schemes/Programs.

- 1.8.2.1.3.1 **Expected Output:** A 5-8 minutes short, crisp, well edited, very creative video with clear messages for each Schemes/Programs. Each Video should have the same “Look and Feel” and should have clear branding and incorporate Logo defined by the Nodal Authority. The video shall be submitted in .mp4 format and in a format compatible for uploading into the Websites, YouTube, Social media sites and need to be of at least 1080p resolution (Full High Definition) for each of the 07 Schemes/Programs.

Deliverables 1 and 2 will be shared at meetings and conferences with a lay audience, which includes but is not limited to: government officials, health researchers and scientists, health professionals, development practitioners and funders. The intended audience has knowledge of public health and development issues, and is engaged in the sector. They may or may not be aware of the context in Uttar Pradesh.

Deliverable 3 is intended for awareness generation of different target audience and Agencies and for external stakeholders as GOI, development partners, other states etc.

The detailed **List of Schemes/Programs for Deliverables 01, 02 & 03** has been mentioned in “**Appendix K**” for reference of the Bidder. This shall be the part of Scope of Work for selected Agency. The Authority depending on requirement and in consultation with the selected Agency, may amend the list of Schemes/Programs, without changing the total number of Schemes/Programs for each Deliverable.

- 1.8.2.2 **Detailed Scope of Work for Deliverable 01: Research & Evaluation** (Assessment of 13 Schemes/Programs)

The Agency shall have to perform the following steps for each of the 13 Schemes/Programs in consideration:

- 1.8.2.2.1 **Review of Literature and Study Design**

- 1.8.2.2.1.1 Desk review and collection of data/literature/reports/documents/audio-video data from the Nodal Authority or its Authorized representative(s)
- 1.8.2.2.1.2 Review the collected data and submit a Brief Report to the Nodal Authority or its Authorized representative(s)
- 1.8.2.2.1.3 Submission of a detailed Study Design [which should include the following: Objective, Target Audience, Coverage Area, Sample Size, Methodology, Outcome indicators, considering the Standard protocols/method/indicators of Research] to the Nodal Authority or its Authorized representative(s).

1.8.2.2.2 Research and Survey (Qualitative & Quantitative)

- 1.8.2.2.2.1 Development of Final Study Design and Tools for Qualitative and Quantitative Research for each of the 13 Schemes/Programs to be performed at District, Block, Facility, and Community Levels in consultation with Nodal Authority or its Authorized representative(s)
- 1.8.2.2.2.2 The Agency would need to conduct Field Survey Visits as per the approved Study Design
- 1.8.2.2.2.3 To get authorization and approval for the Field Visit Plan for each of the 13 Schemes/Programs from Nodal Authority or its Authorized representative(s)
- 1.8.2.2.2.4 Field visits, Qualitative and Quantitative Data Collection from the selected/identified District, Block, Facility, and Community Levels
- 1.8.2.2.2.5 Entry of Collected Data in a Standard Data collection format and use of Statistical and Analytical Software Packages for in-depth analysis

1.8.2.2.3 Analysis of Data and Draft Report

- 1.8.2.2.3.1 Prepare an Analysis Plan for Tool
- 1.8.2.2.3.2 Review and analysis of findings of Qualitative and Quantitative Research
- 1.8.2.2.3.3 Development of Draft Outline of the report in consultation with Nodal Authority or its Authorized representative(s)
- 1.8.2.2.3.4 Development and submission of first draft of Report for Feedback to Nodal Authority or its Authorized representative(s)
- 1.8.2.2.3.5 Incorporation of Feedback received from Nodal Authority or its Authorized representative(s) and submission of Second Designed Draft Report for Feedback and Finalization to Nodal Authority or its Authorized representative(s)

1.8.2.2.4 Finalization of Document and Final Submission

- 1.8.2.2.4.1 Incorporation of Feedback received from Nodal Authority or its Authorized representative(s) and submission of Final Designed Document as per the mentioned format(s)

1.8.2.3 Detailed Scope of Work for Deliverable 02: Evidence based Documentation/Photo Documentation

The Agency shall have to perform the following steps for each of the 10 Schemes/Programs in consideration:

1.8.2.3.1 Collection of Content, Review of literature, Outline of Report

- 1.8.2.3.1.1 Collection of data/literature/reports/document/audio-video data from the Nodal Authority or its Authorized representative(s)
- 1.8.2.3.1.2 Review the collected data and submit a Brief Report to the Nodal Authority or its Authorized representative(s)
- 1.8.2.3.1.3 Submission of a detailed Outline of Report [which should at least include: Layout, Structure, Coverage Area, Sample Size, Methodology, Target Audience for Case Studies and Stories] to the Nodal Authority or its Authorized representative(s)

1.8.2.3.2 Field Visit for Case Studies, Stories, Data from Field

- 1.8.2.3.2.1 Prepare Field Visit Plan to collect data, capture Case Studies and stories from selected/identified District, Block, Facility, and Community Levels in consultation with Nodal Authority or its Authorized representative(s)
- 1.8.2.3.2.2 To get authorization and approval for the Field Visit Plan from Nodal Authority or its Authorized representative(s)
- 1.8.2.3.2.3 Field Visits and Data collection from District, Block, Facility, and Community Levels

1.8.2.3.3 Photo-shoot

- 1.8.2.3.3.1 Prepare Photo-shoot Plan to capture High Resolution Photographs about the Schemes/Programs at selected/identified District, Block, Facility, and Community Levels in consultation with Nodal Authority or its Authorized representative(s)
- 1.8.2.3.3.2 To get authorization and approval for the Photo-shoot Plan and schedule of Field Visit from Nodal Authority or its Authorized representative(s)
- 1.8.2.3.3.3 Photo-shoot to capture High Resolution Photographs about the Schemes/Programs as per the Shoot Plan at District, Block, Facility, and Community Levels
- 1.8.2.3.3.4 Post processing/editing of captured High Resolution Photographs as per the standard industry practices

1.8.2.3.4 Analysis of Data and First Draft Report

- 1.8.2.3.4.1 Review, collation and analysis of findings of Field Visit
- 1.8.2.3.4.2 Development of Draft Outline of the report in consultation with Nodal Authority or its Authorized representative(s)
- 1.8.2.3.4.3 Development and submission of first draft of Report and Photographs for Feedback to Nodal Authority or its Authorized representative(s)
- 1.8.2.3.4.4 Incorporation of Feedback received from Nodal Authority or its Authorized representative(s) and submission of Second Designed Draft Report and Photographs for Feedback and Finalization to Nodal Authority or its Authorized representative(s)

1.8.2.3.5 Finalization of Document and Final Submission

- 1.8.2.3.5.1 Incorporation of Feedback received from Nodal Authority or its Authorized representative(s) and submission of Final Designed Document and High Resolution Photographs (in digital format) as per the mentioned format(s).
- 1.8.2.3.5.2 The Final Submitted Photographs should be well organized, properly labelled with description of the captured Schemes/Programs, along with description of place and individual(s) whose Photograph has been taken (This should match with the consent form of individual(s) whose Photograph has been taken)

For Example: The Description of the Photograph(s) captured for Janani Shishu Suraksha Yojna (JSSY) at Kanpur, CHC-Nawabpur of Ms. Urmila Devi shall be labelled as JSSY_KANPUR_CHC_NAWABPUR_URMILA_DEVI_01, JSSY_KANPUR_CHC_NAWABPUR_URMILA_DEVI_02 etc

1.8.2.4 Detailed Scope of Work for Deliverable 03: Video Documentation

The Agency shall have to perform the following steps for each of the 07 Schemes/Programs in consideration:

1.8.2.4.1 Review of Literature, Script Outline and shoot plan

- 1.8.2.4.1.1 Collection of data/literature/reports/document/audio-video data from the Nodal Authority or its Authorized representative(s)
- 1.8.2.4.1.2 Review the collected data and submit a Brief Report to the Nodal Authority or its Authorized representative(s)
- 1.8.2.4.1.3 Submission of a detailed Script Outline [which should at least include: Layout, Structure, Coverage Area, Sample Size, Methodology, Target Audience for Case Studies and Stories] to the Nodal Authority or its Authorized representative(s)
- 1.8.2.4.1.4 Prepare Shoot Plan at selected/identified District, Block, Facility, and Community Levels in consultation with Nodal Authority or its Authorized representative(s)
- 1.8.2.4.1.5 To get authorization and approval for the Shoot Plan and schedule of Field Visit from Nodal Authority or its Authorized representative(s)

1.8.2.4.2 Video Documentation and submission of Story board and First cut of video

- 1.8.2.4.2.1 Video Recording about the Activity/Capture as per the Shoot Plan at District, Block, Facility, and Community Levels
- 1.8.2.4.2.2 Development of Story Board of the video in consultation with Nodal Authority or its Authorized representative(s)
- 1.8.2.4.2.3 Post processing/Editing/Mixing of the recorded videos as per the standard industry practices and submission of First cut of video for Feedback to Nodal Authority or its Authorized representative (s)
- 1.8.2.4.2.4 Incorporation of Feedback received from Nodal Authority or its Authorized representative(s) and submission of Second cut of well edited & creative video for Feedback and Finalization to Nodal Authority or its Authorized representative(s)

1.8.2.4.3 Finalization of Deliverable and Final Submission of the Videos

- 1.8.2.4.3.1 Incorporation of Feedback received from Nodal Authority or its Authorized representative(s) and submission of Final Video(s) (in at least 1080p resolution) (Full High Definition) as per the mentioned format(s)

1.8.2.5 Formats of the Final Submission of Report/Documents/Photographs/Videos:

- 1.8.2.5.1 The Agency shall submit each designed document/report [should be of 7,500 – 10,000 words (excluding Annexures) with normal readable Font size] in Hard and Soft Copy (.cdr file, .pdf and .docx format) for each of the 13 Schemes/Programs mentioned in Deliverable 01 and of each of the 10 Schemes/Programs mentioned in Deliverable 02
- 1.8.2.5.2 The Agency shall submit at least 200 High Resolution pictures in .jpeg file format (in digital format) for each of the 10 Schemes/Programs mentioned in Deliverable 02

- 1.8.2.5.2.1 The Final Submitted Photographs should be well organized, properly labelled with description of the captured Schemes/Programs, along with description of place and individual(s) whose Photograph has been taken (This should match with the consent form of individual(s) whose Photograph has been taken)

For Example: The Description of the Photograph(s) captured for Janani Shishu Suraksha Yojna (JSSY) at Kanpur, CHC-Nawabpur of Ms. Urmila Devi shall be labelled as JSSY_KANPUR_CHC_NAWABPUR_URMILA_DEVI_01, JSSY_KANPUR_CHC_NAWABPUR_URMILA_DEVI_02 etc

- 1.8.2.5.3 The Agency shall submit the video in .mp4 format and in a format compatible for uploading into the Websites, YouTube, Social media sites and need to be of at least 1080p resolution (Full High Definition) for each of the 07 Schemes/Programs mentioned in Deliverable 03

1.8.2.6 As a part of Scope of Work, the Agency

- 1.8.2.6.1 Shall be responsible to develop the documentation, study plan and sample design, data collection, field visit, compilation and analysis for the identified issues on RMNCH+A required for the State that they are assigned to implement
- 1.8.2.6.2 Shall be responsible to share and get a written approval of all study plan, draft reports outline and any scripts from Nodal Authority or its Authorized representative(s) for quality check before going into field
- 1.8.2.6.3 Shall not be allowed to go ahead with the field visit work before prior approvals from Nodal Authority or its Authorized representative(s)
- 1.8.2.6.4 Shall sort out on its own, in-case any issue which may arise relating to Field Visit. Nodal Authority or its authorized representatives will not be responsible for it unless and until it channeled through appropriate authority.
- 1.8.2.6.5 Shall be responsible for payment of toll/octroi tax or any other tax as applicable by law of the land.
- 1.8.2.6.6 Shall MANDATORILY get prior consent in writing from each individual who shall be the part of the Photographs or Videos.
- 1.8.2.6.7 Shall be allowed to hire External Consultant / Domain Expert for providing relevant expertise before Bid Submission date.
- 1.8.2.6.8 Shall ensure that it deploys sufficient number of qualified human resources to complete all deliverables within specified timelines.

1.8.2.6.9 Shall submit, in a staggered manner, the 'first draft of report' and 'Finalization of document and final submission' for the Schemes/Programs for Deliverables 01 & 02, in order to facilitate thorough review by the Authority and/or its representatives.

1.8.2.6.10 Shall submit, in a staggered manner, the 'first cut of shoot' and 'Finalization of deliverable' for the Schemes/Programs for Deliverable 03, in order to facilitate thorough review by the Authority and/or its representatives.

1.8.3 Liquidated Damages and Penalty Charges

1.8.3.1 Liquidated Damages:

1.8.3.1.1 The Selected Agency shall have to commence work within Thirty (30) days of signing of Contract Agreement between Authority and the successful Bidder, failing which Liquidated Damages will be applicable at the rate of Rs 10,000 per day for first ONE month of delay, Rs 20,000 per day for second ONE month of delay and Rs 30,000 per day after TWO months of delay.

1.8.3.1.2 This will be recoverable from the Performance Security, and up to a maximum of Rs. 15 Lakhs (Maximum Value). Upon reaching the Maximum Value, this contract will be terminated as per termination procedure.

1.8.3.2 Penalty for non-compliance to Timelines:

1.8.3.2.1 Nodal Authority or its representatives may impose penalty of up to 5% for non-compliance to timelines for the milestones "**Finalization of Document and Final submission**" for **Deliverables 1 or 2** or "**Finalization of Deliverable and Final Submission of the Videos**" for **Deliverable 3** for the respective Schemes/Programs. The same will be deducted from the pending corresponding Deliverable linked payment or Performance Security.

1.8.3.2.2 For Example: In case of Deliverable 1, Evaluation needs to be carried out for 13 Schemes/Programs. Payment linked to this deliverable is 50%. If there is delay in completion of the milestone "**Finalization of Document and Final submission**" in case of 1 of the 13 Schemes/Programs, corresponding penalty for non-compliance to timelines shall be up to: $5\% \times 50\% \times (1/13)$.

1.8.3.3 Penalty for non-compliance to Quality Indicators:

1.8.3.3.1 Nodal Authority or its representatives may impose penalty of up to 5% for non-compliance to quality indicators as mentioned below for the milestones “**Finalization of Document and Final submission**” for Deliverables 1 or 2 or “**Finalization of Deliverable and Final Submission of the Videos**” for Deliverable 3 for the respective Schemes/Programs. The same will be deducted from the pending corresponding deliverable linked payment or Performance Security.

1.8.3.3.2 For example: In case of Deliverable 1, Evaluation needs to be carried out for 13 Schemes/Programs. Payment linked to this deliverable is 50%. If there is non-compliance to quality indicators in case of 1 of the 13 Schemes/Programs, corresponding penalty for non-compliance to quality indicators shall be up to: 5% x 50% x (1/13).

1.8.3.3.3 **Quality Indicators:**

1.8.3.3.3.1 Quality Indicators for Deliverable 01

Each Final Submitted Report,

1.8.3.3.3.1.1 *Should be based on facts, verified information (Qualitative and Quantitative Data) and valid proofs and supported with citations*

1.8.3.3.3.1.2 *Should present complex concepts and findings in an accessible and engaging manner, should have the same “Look and Feel” and should have clear branding and incorporate Logo defined by the Nodal Authority*

1.8.3.3.3.1.3 *Should address and incorporate feedback received from the Nodal Authority or its authorized representatives*

1.8.3.3.3.1.4 *Should have maximum 7,500- 10,000 words (excluding Annexures) with normal readable font size*

1.8.3.3.3.2 Quality Indicators for Deliverable 02

Each Final Submitted Document,

1.8.3.3.3.2.1 *Should be based on facts, verified information, valid proofs and supported with citations*

1.8.3.3.3.2.2 *Should present complex concepts and findings in an accessible and engaging manner, should incorporate Visual Contents, should have the same “Look and Feel” and should have clear branding and incorporate Logo defined by the Nodal Authority*

1.8.3.3.3.2.3 *Should address and incorporate feedback received from the Nodal Authority or its authorized representatives*

1.8.3.3.3.2.4 *Should have 7,500- 10,000 words (excluding Annexures) with normal readable font size*

Each Final Submitted Photograph,

1.8.3.3.3.2.5 Should be of High Resolution, well edited and in .jpeg file format (in digital format)

1.8.3.3.3.2.6 Should address and incorporate feedback received from the Nodal Authority or its authorized representatives

1.8.3.3.3.2.7 Should have clear branding and incorporate Logo defined by the Nodal Authority.

1.8.3.3.3.2.8 Should be well organized, properly labelled with description of the captured Schemes/Programs, along with description of place and individual(s) whose Photograph has been taken. This should match with the consent form of individual(s) whose Photograph has been taken.

1.8.3.3.3.3 Quality Indicators for Deliverable 03
Each Final Submitted Video,

1.8.3.3.3.3.1 Should be of at least 1080p resolution (Full High Definition) and should be in .mp4 format or a format compatible for uploading on the Websites, YouTube, Social media sites

1.8.3.3.3.3.2 Should address and incorporate feedback received from the Nodal Authority or its authorized representatives

1.8.3.3.3.3.3 Should have the same "Look and Feel" and should have clear branding and incorporate Logo defined by the Nodal Authority.

1.8.3.3.3.3.4 Should be between 5-8 minutes of duration.

1.8.3.4 The Selected Agency shall abide by all the guidelines issued by the Nodal Authority and statutory bodies, if applicable. In case of violation the contract could be terminated after providing an opportunity of hearing to the Selected Agency, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.

1.9 Payment Terms

1.9.1 The Mission Director, NHM, UP will be the Paying Authority.

1.9.2 The Payment will be linked to the following delivery milestones. The milestones may be achieved in any logical order of completion.

S.No.	Deliverables	Timeline (in months)	Payment %
1	Deliverable 01: Research & Evaluation (assessment of Schemes/Programs)	T+10	50%
1.1	Review of literature, Study design and development of tools	T+1	5%
1.2	Research and Survey (Qualitative & Quantitative)	T+7	10%
1.3	Analysis of data and first draft report	T+9	15%
1.4	Finalization of document and final submission	T+10	20%
2	Deliverable 02: Documentation/Photo Documentation	T+6	25%
2.1	Collection of content, Review of literature, Outline of report	T+1	2.5%
2.2	Field Visit for case studies, stories, data from field	T+2	5%
2.3	Photo-shoot	T+3	5%
2.4	Analysis of data and first draft report	T+5	5%
2.5	Finalization of document and final submission	T+6	7.5%
3	Deliverable 03: Video Documentation	T+4	25%
3.1	Review of literature, Script Outline and shoot plan	T+1	5%
3.2	Video Documentation and submission of story board and first cut of shoot	T+3	10%
3.3	Finalization of Deliverable	T+4	10%

Note:

- (i) *T will be the day on which the selected Agency shall commence the work, which shall be within Thirty (30) days of signing of Contract Agreement between Authority and the successful Bidder.*
- (ii) **Deliverable 02: Agency will submit first draft report of minimum 2 (two) Schemes/Programs within two months of commencement of work (T), and shall make final submission after incorporation of feedback from Authority or its Authorized representatives for the 2 (two) Schemes/Programs within three months of commencement of work (T).*
- (iii) ***Deliverable 03: Agency will submit first cut of shoot, of minimum 2 (two) Schemes/Programs within one month of commencement of work (T) and final submission after incorporation of feedback from Authority or its Authorized Representatives for the 2 (two) Schemes/Programs within two months of commencement of work (T).*
- (iv) *The 2 (two) Schemes/Programs each for Deliverable 02 and 03, have been asked earlier, in order to review the quality of Deliverables being produced by the Agency and to address any major gaps and align the Agency to Authority's expectations, early on in the Project.*

1.9.3 The Agency shall submit a Self-Declaration Form after completion of each milestone, along with the corresponding Reports/Documents/Photographs/Videos and invoice to the Nodal Authority.

- 1.9.4 The Nodal Authority can raise objection within 07 days of receipt of Self-Declaration Form along with the corresponding Reports/Documents/Photographs/Videos and invoice and subsequent to which the verification claim will be considered approved if no objection is raised.
- 1.9.5 In case objection is raised by the Nodal Authority, it can investigate the concerns with its authorized representative(s) and the same will have to be addressed by the Agency before its claim can be consider to be approved.
- 1.9.6 After receipt of approved verification report and receipt of invoice from the authorized representative(s), Self-Declaration Form and corresponding Report/ Document from the Agency, the Nodal Authority shall make **90%** of the corresponding milestone linked payment within 30 days of receipt of verification report & invoice or after 30 days of resolution of dispute, whichever is later.
- 1.9.6.1 **10%** of the corresponding milestone linked payment will be withheld and will be released after successful completion of milestones “Finalization of Document and Final submission” for Deliverables 01 or 02 or “Finalization of Deliverable and Final Submission of the Videos” for Deliverable 3 AND Adjustment for penalties, if any.
- 1.9.7 The payment will be subject to all Statutory Taxes, Tax Deducted at Source (TDS), as per Applicable taxes and laws.
- 1.9.8 The Bidder/Selected Agency 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.
- 1.9.9 Penalties would apply on payments, as defined in Section 1.8.3 of this RFP document.

1.10 Other Terms and Conditions of the RFP and Contract

1.10.1 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.

1.10.2 Fraud and Corrupt Practices

- 1.10.2.1 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 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.
- 1.10.2.2 Without prejudice to the rights of the Nodal Authority under Clause above and the rights and remedies which the Nodal Authority may have under the LOI or the Agreement, if a Bidder / Selected Agency, 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 Selected Agency 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 or Selected Agency, 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.
- 1.10.2.2.1 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- 1.10.2.2.1.1 “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;

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

1.10.2.2.1.3 “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;

1.10.2.2.1.4 “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

1.10.2.2.1.5 “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.

1.10.3 Intellectual Property Rights

1.10.3.1 Nodal Authority shall remain the owner of all the content conceptualized, created, and implemented by the selected agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to Nodal Authority and the selected agency has no right to assign, Licence, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying Draft Contract Agreement to any third party under any circumstances.

1.10.3.2 All the content conceptualized, created and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices as instructed by Nodal Authority.

1.10.3.3 The selected agency shall take all such appropriate legal actions to safeguard violation of Nodal Authority’s intellectual property rights, if any.

1.11 Conflict of Interest

1.11.1.1 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, a 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.

- 1.11.1.2 The Nodal Authority requires that the Selected Agency 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 Selected Agency 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.
- 1.11.1.3 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- 1.11.1.3.1 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:*
- 1.11.1.3.2 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 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
- 1.11.1.3.2.1 a constituent of such Bidder is also a constituent of another Bidder; or
- 1.11.1.3.2.2 such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- 1.11.1.3.2.3 such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- 1.11.1.3.2.4 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

1.11.1.3.3 there is a conflict among this and other assignments of the Bidder. The duties of the Bidder will depend on the circumstances of each case. While working on 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 as mentioned in Scope of Work in this RFP Document. All liabilities, legal or monetary, arising in that eventuality shall be borne by the Selected Agency.

1.13 Termination of Contract

1.13.1.1 The Nodal Authority may terminate the contract under following circumstances: 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.

1.13.1.2 The following conditions will be treated as failure to fulfill the key contractual obligation:

1.13.1.2.1 Criminal Indictment and excess and/or forged billing to the Nodal Authority/ Paying Authority

1.13.1.2.2 Insolvency

1.13.1.2.3 Failure to commence the services even after reaching the maximum Liquidated Damages which is equal to the Performance Security amount.

1.13.1.3 The Selected Agency will be served a notice of termination by the Nodal Authority and will be require to respond within 30 days failing which the services will be treated as Terminated.

1.13.1.4 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 Selected Agency 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 Selected Agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India and the rules there under. Any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Arbitral Tribunal shall consist of three Arbitrators. Each Party shall appoint one Arbitrator and both Arbitrator shall appoint Presiding Arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person, appointed by the party appointing the outgoing Arbitrator, to act as the new Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rs. 1,00,000 (Rupees One Lakh)
- 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 or the Selected Agency 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.

1.14.2 Applicable Law and Jurisdiction of Court

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. 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: 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
Vishal Complex, 19-A, Vidhan Sabha Marg
Lucknow-226001

Subject: Forwarding Letter – RFP for Hiring of Agency for Research, Evaluation and Documentation of NHM Programmes, Bid Reference Number _____.

Dear Sir/Ma'am,

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 expertise of Research, Evaluation and Documentation of NHM Programmes.

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 B: Bidder's Information**(To be furnished by Bidder and in-case of Consortium by Each Member on their Letterhead)**

1. Name of the Bidder/Member (in-case of Consortium):
2. Full Registered Address:
 - Phone/Mobile Number:
 - Fax Number:
 - Email ID:
3. Type of Entity: OPC/Company/Society/Trust/LLP/Partnership or Any Institution formed under an act of Parliament or State/UT Legislature of India
4. 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.*
5. Registration Numbers (as applicable):

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

Note: *Kindly 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*

6. 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 I"**
7. Copy of the Income Tax Returns Acknowledgement for the last 3 (three) Financial Years (2013-14, 2014-15 and 2015-16)
8. Experience Certificate of the Bidder. Refer to **"Appendix C"**.
9. Brief write-up about the OPC/Company/Society/Trust/LLP/Partnership or Any Institution formed under an act of Parliament or State/UT Legislature of India. (use extra sheet if necessary)

Date _____

Place _____

Name and Signature of the Authorized Signatory: _____

Name of the Bidder: _____

Seal of the Bidder: _____

Appendix C: Experience Certificate*(To be CA Certified and to be furnished by Bidder and in-case of Consortium by Each Member)*

Name of the Bidder/Member (in case of Consortium): M/s _____

The following are the details of Assignment(s) in domain of Research & Evaluation / Documentation/Photo Documentation / Video Documentation which are currently ongoing/have been successfully completed, during the last Five Years:

#	Client Name	Client's Legal Entity	Description of Assignment	Domain of Assignment	Date of Award of Assignment	Date of End of Assignment	Value of Assignment (in Rs.)
1	2	3	4	5	6	7	

Note:

1. Kindly mention Name of the Client
2. Kindly mention Client's Legal Entity (For Example: Government Organization/department/agencies/PSU, Public Ltd. Company, Private Ltd. Company etc.)
3. Performance Certificate/Users' Certificate for each declared ongoing/successfully completed Assignment(s) has to be **MANDATORILY** submitted
4. Kindly mention Domain of Assignment (Research & Evaluation / Documentation/Photo Documentation / Video Documentation)
5. Kindly mention Date of Award of Assignment in DD-MM-YYYY format
6. Kindly mention Date of End of Assignment in DD-MM-YYYY format. If the declared Assignment(s) is currently ongoing, kindly mention "Ongoing" in the table
7. Kindly mention Value of the Assignment (in Rs.). If the declared Assignment(s) is a part of Contract with greater scope, then please provide value of the declared Assignment(s) as mentioned in the table above

Attach extra sheet for above Performa if required.

Name and Signature of the Authorized Signatory: _____

Name of the Bidder: _____

Seal of the Bidder: _____

Appendix D: Details of Bidder's Project Execution Plan*(To be furnished by Bidder and in-case of Consortium by Lead Member on their Letterhead)***Check-list for submission of the following Particulars**

S.No.	Particulars	Indicate with YES/NO, whether supporting proof(s)/document(s) are attached
1.	Study Design, Research Methodology and Implementation Plan	
2.	Details of the Project Leader for Execution of Project	
3.	Details of Core Team Members	

Note:**1. Study Design, Research Methodology and Implementation Plan:**

A detailed report describing Bidder's approach with respect to Study Design, Research Methodology and Implementation Plan for the Project shall be attached. The report should include Training, Rollout & Survey Plan, Data Quality Verification Plan, Mechanism to receive & incorporate Feedback.

2. Details of the Project Leader for Execution of Project:

- a. *A declaration by the Bidder and in-case of Consortium by Lead Member on their Letterhead, stating the appointment of the Project Leader along with his/her Name, current designation and number of years of association, if the Contract is awarded to the Bidder or Consortium.*
- b. *Curriculum Vitae (CV) of the Project Leader which shall contain details of Educational Background, details of Professional Experience and details of Experience of working with any State/UT Government/Government of India or its organizations/ departments/ agencies/Public Sector Units*
- c. *A copy of Letter of Appointment with the Bidder/Member (in-case of Consortium)*
- d. *Project Leader's Education Qualification and Professional Experience should also be summarized in table below:*

Educational Qualification	
Professional Experience (Number of Years) <i>(Experience in the domain of Research & Evaluation or Documentation/Photo Documentation or Video Documentation, in the domain of Public Health)</i>	

Experience (Number of Years) of working with any State/UT Government or its organizations / departments / agencies / Public Sector Units OR Government of India or its organizations/ departments/agencies/ Public Sector Units	
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

3. Details of Core Team Members:

- a. *The Bidder shall submit details of Core Team Members on its Letterhead, which shall have information as per the table mentioned below,*

S. No.	Name of Core Team Member	Core Team Member Role#	Name of the Organization with which Employed	Date of Joining the Organization	Educational Qualification	Total Experience (in yrs.)	Domain expertise [^]	Domain Experience (in yrs.)
1.								
2.								
..								

Role can be any of the following: Design Expert / Documentation Expert / Communication Expert / Statistician/Demographer, etc. The Bidder shall submit details of at least one unique Core Team Member for every Team Role.

[^] Domain expertise can be in area of Research, Evaluation, Documentation, Photo and Video Documentation.

- b. *Curriculum Vitae (CV) of each of the Core Team Members should be enclosed (at least one unique Core Team Member for every Team Role), which shall contain details of Educational Background, details of Professional Experience and details of Experience of working with any State/UT Government/Government of India or its organizations/ departments/agencies/Public Sector Units.*

Name and Signature of the Authorized Signatory: _____

Name of the Bidder: _____

Seal of the Bidder: _____

Appendix E: Declaration by the Bidder

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

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

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 _____ *(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India)* 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 or Government of India during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our _____ *(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India)* 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 _____ *(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India)* M/s _____ 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 Directors / President / Chairperson / Trustee of our _____ *(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India)* M/s _____ 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 _____ *(Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India)*, 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 Mission Director, NHM, UP, 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

Signed by an Authorized Signatory of the Bidder: _____

Title of Officer: _____

Name of the Bidder/Member (in-case of Consortium): _____

Date: _____

Place: _____

Appendix F: Litigation Declaration Proforma

(If Applicable, to be furnished by the Bidder & In case of Consortium to be given separately by each member on their Letterhead, 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).

Name and Signature of the Authorized Signatory: _____

Name of the Bidder: _____

Seal of the Bidder: _____

Appendix G: Financial Bid*(To be furnished by Bidder and in-case of Consortium by Lead Member on their Letterhead)***Terms and Conditions of the Price offerings:**

1. A **SINGLE PRICE** needs to be quoted by the Bidder, for performing all the responsibilities in the Scope of Work and should be mentioned under point no. 3 only.
2. Bidders quoting conditional pricing or different prices for different procedures will be rejected straight way at the time of opening of the Financial Bid.
3. The Financial Bid Price quoted by the Bidder shall be the **"Total Price"** (Cost of Research & Evaluation, Documentation/Photo Documentation and Video Documentation along with all the applicable taxes, but exclusive of applicable Service Tax).

FINANCIAL BID PRICE (D) = Rs. _____. (In Words: Rs. _____).

Please note for Financial Bid Price (D) quoted in point no. 3 above, the Bidder has to provide a calculation for arriving at Financial Bid Price (D) in point no. 4 below.

4. Price Schedule calculation for arriving at Final Financial Bid Price (D):

#	Description of Deliverables	No. of Schemes/ Programs	Cost per Schemes/ Programs (in Rs.)	Total (in Rs.)
1.	Deliverable 01: Research & Evaluation (assessment of Schemes/Programs)	13	A1	C1 = 13 x A1
2.	Deliverable 02: Documentation/Photo Documentation	10	A2	C2 = 10 x A2
3.	Deliverable 03: Video Documentation	7	A3	C3 = 7 x A3
FINANCIAL BID PRICE (D)				D = C1 + C2 + C3

Signature of the Authorized Signatory _____

Name and Designation of the Authorized Signatory _____

Seal of the Bidder: _____

Appendix H: Proforma for Bank Guarantee for EMD & Performance Security

Format for Bank Guarantee for Earnest Money Deposit (EMD)

(To be issued by any Indian Scheduled Commercial Bank)

Whereas M/s _____ (hereinafter called the "Bidder") has submitted their offer dated _____ for the supply of under "RFP for Hiring of Agency for Research, Evaluation and Documentation of NHM Programmes" (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: _____

Format for Bank Guarantee for Performance Security
(To be issued by any Indian Scheduled Commercial Bank)

Date: _____

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

Dear Sir/Ma'am,

1. We understand that _____ (the "Agency") has entered into a Service Agreement dated _____ (the "**Agreement**"), with the Nodal Authority, whereby the Agency has undertaken to provide the Services, subject to and in accordance with provisions of the Agreement.
2. The Agreement requires the Agency to furnish a Performance Security to the Nodal Authority in a sum of Rs. _____ (Rupees _____ Lakh) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Term as per the provisions of the Agreement.
3. We _____, through our Branch at _____ (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Agency's obligations during the Term, under and in accordance with the Agreement, and agrees and undertakes to pay to the Nodal Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as the Nodal Authority shall claim, without the Nodal Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Nodal Authority, under the hand of an Officer duly authorized by the Nodal Authority, that the Agency has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Nodal Authority shall be the sole judge as to whether the Agency is in default in due and faithful performance of its obligations during the Term under the Agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between the Nodal Authority and the Agency, or any dispute between them pending before any

court, tribunal, arbitrators or any other authority or body, or by the discharge of the Agency for any reason whatsoever.

3. In order to give effect to this Guarantee, the Nodal Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Nodal Authority to proceed against the Agency before presenting to the Bank its demand under this Guarantee.
5. The Nodal Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Agency contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Nodal Authority against the Agency, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Nodal Authority , and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Nodal Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Agency or any other forbearance, indulgence, act or omission on the part of the Nodal Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Nodal Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Agency under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Nodal Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Nodal Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect till the subsistence of the Agreement and provided the Agency is not in breach of this Agreement. On successful completion of Term and upon request made by the Agency for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Agency, the Nodal Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Nodal Authority in writing, and declares that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Nodal Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of _____ months or until it is released earlier by the Nodal Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____ Day of _____ 20_____.

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

by:

Signature:

Name:

Designation:

Address:

Appendix I: 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 or Any Institution formed under an act of Parliament or State/UT Legislature of India)* 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 J: 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 the _____ (*Name of the Single Bidding Entity*) / Consortium consisting of (1) _____, (2) _____ and (3) _____ (*Please state the Name and Address of the Members of the Consortium*) for “RFP for Hiring of Agency for Research, Evaluation and Documentation of NHM Programmes” (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).*

Appendix K: List of Schemes/Programs for Deliverables 01, 02 & 03

Deliverable 01: Research & Evaluation (Assessment of 13 Schemes/Programs) of NHM UP on RMNCH+A and National Programs

Expected Output: A Study report with qualitative and quantitative data compilation with anecdotes and Case studies for each Schemes/Programs. Each Study Report should present complex concepts and findings in an accessible and engaging manner, should have the same “Look and Feel” and should have clear branding and incorporate Logo defined by the Nodal Authority. The report shall be submitted in Hard and Soft Copy (.cdr file, .pdf and .docx format), should be of 7,500 – 10,000 words (excluding Annexures) for each of the 13 Schemes/Programs.

List of Schemes/Programs for Deliverable 01				
S. No.	Division/program	Schemes/Programs Indicators domain	Target groups	Design
1.	PPIUCD Scheme Assessment	Discontinuation rate FP counselling	Women who adopted PPIUCD in last 7 days	<ul style="list-style-type: none"> Assuming 50% discontinuation rate (CBTS-2015) within 6 month & lost to follow up cases, a minimum sample size of 350 in each zone (total 350x5=1750) is required. Required number of facilities will be selected from each zone using PPS and individual women who had adopted PPIUCD will be followed up at certain intervals (3 times) for 6 months to compute the discontinuation rate. The factors associated with the discontinuation rate, individual level, community level and facility level (counselling & other quality of services), will be assessed through structured interview of women and facility assessment. Life table/survival methods will be used to calculate discontinuation rate and adjusted hazard ratio will be computed to identify the factors associated with discontinuation. The service statistics data from these facilities will also compiled (from HMIS and registers) to see the change in service uptake before & after introduction of counselling session to assess whether there is any effect on counselling on service uptake. The quality of counselling will also be assessed interviewing 5 women from
2.	FP counselling	Assessment of Counsellor's counselling at the Facilities on Family Planning		

List of Schemes/Programs for Deliverable 01				
S. No.	Division/program	Schemes/Programs Indicators domain	Target groups	Design
				each facility (for all method) to provide reasonable estimates of quality of counselling by type of method, total sample (400 clients).
3.	Hausla Saaghedaari	Performance of service providers Clients satisfaction	Private providers (from web portal) & Clients who adopted female sterilization or IUCD on the day of assessment	<ul style="list-style-type: none"> 80 providers will be selected randomly using PPS based on the number of sterilization cases, across all five cultural zones. In addition, booster sampling will be used to select additional providers required for IUCD cases. The quality of care will be assessed using a standard checklist following the GoI guidelines. For each of the providers 5 number of clients will be selected for client satisfaction, total 400 clients will be interviewed for assessing level of clients' satisfaction.
4.	Effect of Condom distribution program on Family Planning	Distribution of Condom and actual use	ASHA and men received condoms in last one month	<ul style="list-style-type: none"> Required number of ASHAs will be selected, randomly, from each of the 5 zones (approx. 100 per zone). The stock and distribution will be assessed from her register. Selected number of beneficiaries (2-3) will be visited to assess their behaviour on condom use, exposure to program, information and counselling.
5.	Effectivity of ANC Check-up scheme	Effect of incentive provided to ANC	ASHA	<ul style="list-style-type: none"> In 5 zones around 15-20 in depth interview will be conducted, in each zone, among the ASHAs to identify the role of ASHA incentive on ANC check-up, issues and problems related to incentives. It will also be explored what are the other factors that motivates ASHAs to mobilize women for ANC check-up.
6.	MDR Scheme Assessment	Re-validation of Maternal Death Audit	ASHA, ANM, MOICs, CMOs and DMs	<ul style="list-style-type: none"> The detail analysis of the existing MDR data will be done to identify the data quality gaps by an expert team (Statistician & Clinical). Followed by that the team will also conduct in

List of Schemes/Programs for Deliverable 01				
S. No.	Division/program	Schemes/Programs Indicators domain	Target groups	Design
				depth interviews among ASHA (15), ANM (15), MOICs (10), CMOs (10) and DMs (10) to understand the barriers and challenges in identifying, reporting and conducting maternal death audits.
7.	JSSK	Relation between JSSK and case fatality rate	Facility & Women who delivered in last one year	<ul style="list-style-type: none"> The historical data on utilization of JSSK funding and beneficiaries (HMIS and other report) will be used from 10 facilities (10 DH and 10 CHC) across five zones to understand and per capita utilization of JSSK, bed utilization, referral & drop back facilities. The data on maternal and new born mortality will be retrieved from hospital records to compute CFR. The data quality assessment should also be done. A community level survey will also be conducted in the catchment areas of the selected facilities covering 2500 (500 from each zone) who delivered in these facilities in last one year to measure the OPE who delivered in the facility.
8.	NIPI	Assessment of NIPI Scheme		
9.	IEC	Assessment of Mass Media Activities and Campaigns		
10.	VHND	Assessment of VHND Scheme		
11.	NRC program	Assessment of post discharge (follow-up) care to the children Impact on Morbidity Rate Linkages between SNCUs discharge and NRC Improvement of SAMs and severally underweight children	NRC	<ul style="list-style-type: none"> Around 2000 (400 per zone) new born and children admitted in the NRC in last one year will be followed up to track their nutritional & survival status at the community. The NRC assessment will also be conducted to assess the availability and quality of care at NRCs.
12.	SNCU	CFR rate Quality of care Referral and follow up mechanism	SNCU	<ul style="list-style-type: none"> Total 10 SNCUs will be selected based on the admission load. The CFR will be compared for last two years using facility records. The SNCU assessment will also be conducted to understand the quality of care and service in the SNCUs.

List of Schemes/Programs for Deliverable 01				
S. No.	Division/program	Schemes/Programs Indicators domain	Target groups	Design
13.	Sampoorna clinic	Availability of HR, equipment, drugs in the clinics Quality of care	Women who sought services <i>Sampoorna</i> clinics	<ul style="list-style-type: none"> Five clinics will be selected in the five zones and facility records will be assessed to compute indicators such as: Identification, treatment, referral and follow up rate, cancer cure rate, and other critical indicators. A client's satisfaction survey will also be carried out covering 100 clients.

Deliverable 02: Evidence based Documentation/Photo Documentation of best practices of NHM, UP on RMNCH+A and National Programs for 10 Schemes/Programs

Expected Output: A Well designed document based on detailed evidence based information, process details, anecdotes, Case studies/stories for each Schemes/Programs. Each Document should present complex concepts and findings in an accessible and engaging manner, should incorporate Visual Contents, should have the same "Look and Feel" and should have clear branding and incorporate Logo defined by the Nodal Authority. The document shall be submitted in Hard and Soft Copy (.cdr file, .pdf and .docx format) & 200 High Resolution pictures (Each Photograph should have clear branding and incorporate Logo defined by the Nodal Authority) in .jpeg file format (in digital format) need to be submitted for each of the 10 Schemes/Programs.

List of Schemes/Programs for Deliverable 02		
S.No.	Division / Program	Schemes/ Programs / Topic of Assessment
1.	Child Health	NRC
2.	Child Health / Community Process	HBNC
3.	Community Process	VHIR
4.		RSK and Hospital Management
5.	NCD	Sampoorna Clinic
6.	Quality Assurance	Kaayakalp
7.	Child Health	SNCUs (Sick New Born Care Unit)
8.	UPHSSP	Free Diagnostics and Dialysis Scheme
9.	EMTS	102/108 Ambulance
10.	Family Planning	PPIUCD

Deliverable 03: Video Documentation of best practices of 07 NHM, UP Schemes/Programs

Expected Output: A 5-8 minutes short, crisp, well edited, very creative video with clear messages for each Schemes/Programs. Each Video should have the same "Look and Feel" and should have clear branding and incorporate Logo defined by the Nodal Authority. The video shall be submitted in .mp4 format and in a format compatible for uploading into the Websites, YouTube, Social media sites and need to be of at least 1080p resolution (Full High Definition) for each of the 07 Schemes/Programs.

List of Schemes/Programs for Deliverable 03		
S.No.	Division / Program	Schemes / Programs / Topic of Assessment
1.	Child Health	NRC
2.	NCD	Sampoorna Clinic
3.	Quality Assurance	Kaayakalp
4.	Child Health / Community Process	HBNC
5.	Community Process	RSK and Hospital Management
6.		VHND
7.	Family Planning	Counselling and Fixed Day services on FP at facility level

Appendix L: Zone-wise District details

Zone Name	District Name
Western UP	<ol style="list-style-type: none"> 1. Saharanpur 2. Muzaffar Nagar 3. Bijnor 4. Moradabad 5. Rampur 6. Bareilly 7. Shahjahanpur 8. Badaun 9. Sambhal 10. Amroha 11. Meerut 12. Shamli 13. Baghpat 14. Ghaziabad 15. Hapur 16. Bulandshahar 17. Gautam Buddha Nagar 18. Aligarh 19. Kasganj 20. Kannauj 21. Hathras 22. Mathura 23. Agra 24. Firozabad 25. Etawah
Central UP	<ol style="list-style-type: none"> 26. Auraiya 27. Etah 28. Mainpuri 29. Farukhabad 30. Hardoi 31. Sitapur 32. Barabanki 33. Lucknow 34. Unnao 35. Kanpur Nagar 36. Kanpur Dehat 37. Fatehpur 38. Raebareli
Eastern UP	<ol style="list-style-type: none"> 39. Basti 40. Sant Kabir Nagar 41. Gorakhpur

Zone Name	District Name
	42. Kushi Nagar 43. Deoria 44. Ballia 45. Mau 46. Azamgarh 47. Ambedkar Nagar 48. Sultanpur 49. Amethi 50. Pratapgarh 51. Jaunpur 52. Varanasi 53. Ghazipur 54. Chandauli 55. Sonbhadra 56. Mirzapur 57. Bhadohi 58. Allahabad 59. Kaushambi 60. Faizabad
Bundelkhand	61. Jalaun 62. Jhansi 63. Lalitpur 64. Mahoba 65. Hamirpur 66. Banda 67. Chitrakoot
Tarai Belt	68. Gonda 69. Pilibhit 70. Lakhimpur Kheri 71. Bahraich 72. Shravasti 73. Balrampur 74. Siddharth Nagar 75. Maharajganj