



RFP for Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP

Part – I – Instructions to Bidders

Date: _____

Tender Number: _____

National Health Mission

State Health Society,
19A Vidhan Sabha Marg,
Lucknow, Uttar Pradesh.



Contents

1	BACKGROUND INFORMATION.....	10
2	INSTRUCTIONS TO BIDDERS	12
3	EVALUATION PROCESS	32
4	FRAUD AND CORRUPT PRACTICES.....	42
5	PRE-BID CONFERENCE	43
6	MISCELLANEOUS	44
7	APPENDICES	45
7.1	FORMAT 1: COVERING LETTER FOR PROPOSAL SUBMISSION.....	46
7.2	FORMAT 2: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL.....	50
7.3	FORMAT 3: AFFIDAVIT	52
7.4	FORMAT 4: ANTI-COLLUSION CERTIFICATE.....	54
7.5	FORMAT 5: PROJECT UNDERTAKING.....	55
7.6	FORMAT 6: INFORMATION REGARDING BIDDER.....	56
7.7	FORMAT 7: DETAILS OF PROJECT EXPERIENCE AGAINST ELIGIBILITY CRITERIA.....	58
7.8	FORMAT 8: FINANCIAL CAPABILITY OF THE BIDDER (TO BE SUBMITTED BY EACH MEMBER OF CONSORTIUM).....	60
7.9	FORMAT 9: CV FORMAT	63
7.10	FORMAT 10: BANK GUARANTEE FORMAT FOR BID SECURITY	67
7.11	FORMAT 11: FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY	69
7.12	FORMAT 12: FINANCIAL BID	71
7.13	FORMAT 13: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM.....	73
7.14	FORMAT 14: MEMORANDUM OF UNDERSTANDING (MoU).....	74
7.15	FORMAT 15: BOARD RESOLUTIONS FOR BIDDING ENTITIES	77

DATA SHEET

1	The name and objective of the Project	<p>Name of the project: Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP</p> <p>The scope of this project includes:</p> <ul style="list-style-type: none"> • Ensuring an effective DVDMS rollout <ul style="list-style-type: none"> ○ Project manage DVDMS implementation ○ User acceptance testing and ensuring tool meets the end user and supply chain requirements ○ Successful rolling out of DVDMS at all healthcare facilities ○ Project manage migration of data and application. • Strengthening Supply Chain processes in Uttar Pradesh <ul style="list-style-type: none"> ○ Provide assistance to State government in various supply chain related functions like Procurement, demand estimation, inventory management, Logistics planning etc. ○ Ensure drug availability at healthcare facilities • Ensure effective DVDMS and Supply Chain training rollout <ul style="list-style-type: none"> ○ Coordinate DVDMS training rollout by CDAC ○ Coordinate and monitor CDAC and Supply Chain training for healthcare facilities in the state
2	Required Proposals	<ol style="list-style-type: none"> 1. Qualification Bid (as per details in 2.10.2). 2. Financial Bid (as per details in 2.10.3).
3	Pre-Bid conference	A pre-bid conference is proposed on 19 November,2015 at SPMU Conference Hall , 19-A Vishal Complex, Vidhan Sabha Marg, Lucknow- 226001 ”
4	Queries for the Pre Bid Conference	The prospective Bidders shall submit their queries on or before 19 November, 2015
5	Contact details for submission of pre-bid queries	Dr.(Col.) Manoj Yadu, General Manager, MIS, SPMU-NHM, 'Vishal Complex', 19-A, Vidhan Sabha Marg, Lucknow - 226001 (Uttar Pradesh), INDIA Phone: (91 - 0522) 2237497, 2237498, 2237540



		Fax: (91 - 0522) 2237574. Email id: gmmisnrhm@gmail.com
6	Language in which proposals should be submitted	English
7	Single currency for price conversion	Indian Rupee
8	Eligibility to bid	<ol style="list-style-type: none"> 1. The Bidder should be a Company or Firm or trust or Society registered in India or consortium of the same 2. The Bidder cannot be an individual or group of individuals. 3. Project Experience: The bidder should have completed Project management consultancy engagements for Union/State/UT governments or PSUs relating to either of the following. <ul style="list-style-type: none"> • Supply chain projects (involving Procurement/Distribution/Inventory Management) • System integration (involving Testing/ Maintenance/ Roll out of IT Systems) <p>The projects should be for a minimum duration of 1 year and meet anyone of the following criteria:</p> <ul style="list-style-type: none"> • One project costing not less than INR 3 Crores • Two projects costing not less than INR 1.5 Crores each • Three projects costing not less than INR 1 Crore each 4. Financial Capacity: The bidder should have an average annual turnover of INR 15 Crores for the previous three financial years (2011-12, 2012-13, 2013-14) from Supply Chain Consulting/IT Consulting services 5. Blacklisting and conviction in criminal cases: The bidder shall not have been barred or blacklisted by the Government of India, Government of Uttar Pradesh or Union Territory or any State Government in India for



		breach of Contractual Conditions as on bid submission date. Also, the bidder should not have been convicted/ charge-sheeted for any criminal offence.	
9	Agreement Period	3 (three) years	
10	Cost of Tender Document	Rs 1000 exclusive of any deductions for any applicable tax such as value added tax (VAT) by way of a crossed demand draft drawn in favor of 'National Health Mission, State Health Society, Uttar Pradesh', payable on any scheduled bank in Lucknow.	
11	Bid Security	Rs. 300,000/- (Rupees Three Lakhs only). The Bid Security shall be kept valid for 180 days from the date of submission of bids (the "Proposal Due Date").	
12	Performance Security to be provided by the selected bidder	10 % of Bid amount	
13	Proposals must remain valid for	The Bid shall be valid for a period of not less than 180 days from the "Proposal Due Date".	
14	Address for Proposal submission	The Mission Director, SPMU, National Health Mission, State Health Society, Uttar Pradesh, Vishal Complex , 19-A, Vidhan Sabha Marg, Lucknow - 226001 (Uttar Pradesh), INDIA	
15	Important dates	Notice inviting tender published in newspapers	11/11/2015
16		Issue of RFP to prospective bidders	11/11/2015 from 11 am
17		Last date for submission of Bid (the "Proposal Due Date")	15/12/2015 till 11 am
18		Opening of sealed Bid documents	15/12/2015 from 15.30 pm
19		Opening of sealed Financial Bid	
20		Issue of Letter of Intent (LOI)	Within 7 days of Opening of sealed Financial Bid



21		Signing of Agreement	Within 30 days of acceptance of LOI
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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this RFP has been prepared in good faith and contains general information in respect of the Project, the RFP is not and does not purport to contain all the information which the Bidder may require.

Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This RFP document is not an agreement and is not an offer or invitation by the **National Health Mission, State Health Society, Uttar Pradesh** (hereinafter referred to as “Authority”) or its representatives to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Authority, which assumptions (and the base information on which they are made) may or may not prove to be correct. No



representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

RFP document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Project Management Consultant, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a



Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/documents pertaining to this RFP or subsequently provided to Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT TO DISCLOSURE AS PUBLIC INFORMATION/ DOCUMENTS.



1 BACKGROUND INFORMATION

1.1 Background Information

- 1.1.1 National Health Mission, State Health Society, Uttar Pradesh (the “**Authority**”) seeks to engage a Project Management Unit for implementation of DVDMS project and strengthening of health supply chain across all health facilities of Uttar Pradesh, and has decided to carry out the bidding process for selection of a Project Management Unit to whom the Project may be awarded.
- 1.1.2 This Request For Proposal (RFP) is for “**Implementation of DVDMS and strengthening of Drug Supply Chain in UP**” (hereinafter referred to as “**Project**”) over a period of 36 (Thirty Six) months from the Commencement Date as specified in the Agreement (“**Agreement Period**”).
- 1.1.3 This RFP consists of THREE Parts as listed below and would include any Addenda issued in accordance with Clause 2.19 of this RFP.

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

- 1.1.4 Interested parties may obtain the RFP document from Mr. XX, National Health Mission, State Health Society, Uttar Pradesh, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow – 226001 (Uttar Pradesh), INDIA, on all working days between 10.00 am and 04.00 pm IST by written request clearly stating “**Implementation of DVDMS and strengthening of Drug Supply Chain in UP**” and on submission of a non-refundable fee as specified in the Data Sheet exclusive of any deductions for any applicable tax such as value added tax (VAT) by way of a crossed demand draft drawn in favor of ‘National Health Mission, State Health Society, Uttar Pradesh’, payable on any scheduled bank in Lucknow. The Authority will not be responsible for any delay, loss, or non-receipt of RFP document sent by post / courier.
- 1.1.5 The RFP document is also available on the website <http://upnrhm.gov.in/> Bidders, the one downloading the RFP document from the website, will be required to pay the non-refundable fee as specified in the Data Sheet exclusive of any deductions for any applicable tax such as value added tax (VAT), by way of a crossed Demand Draft drawn in favour of ‘National Health Mission, State Health Society, Uttar



Pradesh', payable on any scheduled bank in Lucknow, at the time of the submission of the Proposal.

- 1.1.6 The purchaser of the RFP document must be the Bidder itself .
- 1.1.7 A single stage bidding process will be followed to decide the Selected Bidder. Bids will be evaluated in two steps.

As underlined in Section 3, in the first step, the bids will be assessed for responsiveness to the qualification and eligibility criteria.

Those Bidders who meet the minimum eligibility criteria and are found to be responsive shall be shortlisted and only their Financial Bids shall be opened for evaluation. The Financial Bids of the Bidders not qualifying the threshold criteria or not found to be responsive will be returned unopened.

- 1.1.8 The Authority will enter into an Agreement with the Selected Bidder. Selected Bidder shall be confirming Party in the aforesaid Agreement. The draft of Agreement is provided in Part II of this RFP.
- 1.1.9 Further, all the parts of the Proposal (PART 1: Qualification Bid, PART 2: Financial Bid) must be submitted in a hard bound form with all pages numbered serially and initialed by the Authorized Bid Signatory, along with an index of submissions. A non-rewritable CD-ROM containing soft copy of Part 1: Qualification Bid shall also be submitted along with the bid. The key figures quoted in the Financial Bid should be mentioned in words also. In the event of any deviation from any of the instructions mentioned herein have not been adhered to, the Authority may at its sole discretion reject the Proposal.
- 1.1.10 Bid submissions by Bidders must be done positively by 11:00 AM on Proposal Due Date in the manner specified in the RFP document at the address given in Clause 1.1.12 and the Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.
- 1.1.11 The key dates and other particulars relating to the RFP are given in the Data Sheet attached at the beginning of the RFP document. The Authority may at its sole discretion alter the schedule anytime during the process by giving due notice.

- 1.1.12 Address of Submission of Proposal:

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



2 INSTRUCTIONS TO BIDDERS

2.1 General terms of Bidding

- 2.1.1 All Bidders are required to submit their Proposal in accordance with the terms set forth in this RFP.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect:

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

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

2.2 Scope of Work

The scope of work for the Project Management Consultant shall be as defined in Schedule 1 - Terms of Reference and Scope of Work.

2.3 Eligibility to bid

- 2.3.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:
- The Bidder may be a sole bidder (i.e. Company/Society/Trust) or a group of Companies (maximum four) coming together as consortium to implement the Project.
 - The Bidder cannot be an individual or group of individuals. If the Bidder is other than consortium of Companies, it should only be a registered legal entity such as (i) company registered under Companies Act, 1956 or an equivalent law outside India; or (ii) Society registered under Societies Registration Act, 1860 or equivalent law applicable in any State of India; or (iii) trust formed according to the provisions of Indian Trust Act, 1882 or equivalent law applicable in any State of India.
 - A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the bidding process. Any Bidder found to have a Conflict of Interest



shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:

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

Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956.

For the purposes of this Clause 2.3.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis;

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

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



has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other applicant/bidder; or
 - (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other; or
 - (vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case a Bidder is a consortium, then the term Bidder as used in this Clause 2.3.1, shall include each Member of such consortium

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

S. No.	Eligibility condition	Supporting documents to be submitted by the bidder
1	<p><u>Legal Entity and Statutory Registrations</u></p> <p>The bidder should be a company or Firm or Trust or Society registered in India or consortium of the same</p>	<p>In case of Sole bids, the bidder shall submit Registration Certificate</p>



S. No.	Eligibility condition	Supporting documents to be submitted by the bidder
		In case of Consortium, the bidder shall submit Company or LLP Registration Certificate for each member
2	<p><u>Turnover</u> The bidder should have an average annual turnover of INR 15 Crores for the previous three financial years (2011-12, 2012-13, 2013-14) from Supply Chain / IT Consulting services.</p>	<p>The bidder shall submit:</p> <ol style="list-style-type: none"> 1. Audited Balance Sheet for previous three financial years 2. Audited Profit & Loss Statement for previous three financial years.
3	<p><u>Blacklist</u> The bidder should not have been barred or blacklisted by the Government of India, Government of Uttar Pradesh or Union Territory or any State Government in India for breach of Contractual Conditions as on bid submission date. Also, the bidder should not have been convicted/charge-sheeted for any criminal offence.</p>	The Bidder shall submit an affidavit to this effect as per FORMAT 3 as part of the Qualification Proposal.
4	<p><u>Project Experience</u></p> <ul style="list-style-type: none"> • The bidder should have completed or have experience in Project management consultancy for union/state/UT government or PSU projects relating to either of the following. <ul style="list-style-type: none"> • Supply chain projects (involving 	<p>Bidder should submit of the following:</p> <ol style="list-style-type: none"> a. Project Completion Certificate from



S. No.	Eligibility condition	Supporting documents to be submitted by the bidder
	<p>Procurement/Distribution/Inventory Management)</p> <p>OR</p> <ul style="list-style-type: none"> System integration (involving Testing/ Maintenance/ Roll out of IT Systems) <p>The projects should be for a minimum duration of 1 year and meet anyone of the following criteria:</p> <ul style="list-style-type: none"> One project costing not less than INR 3 Crores <p>OR</p> <ul style="list-style-type: none"> Two projects costing not less than INR 1.5 Crores each <p>OR</p> <ul style="list-style-type: none"> Three projects costing not less than INR 1 Crore each 	<p>the client</p> <p>b. the PO/Work Order issued by the client</p>
5	<p><u>Local presence</u></p> <p>Either bidder should have an office in Lucknow, Uttar Pradesh on the date of submission of the bid or the bidder needs to open an office in Lucknow within 15 days from the date of issue of Letter of Intent and same must be communicated to the issuer for future correspondence.</p>	<p>a. Self-declaration duly signed by the authorized bid signatory specifying the local address.</p> <p>b. In case an office is not present locally, an undertaking to open a local office should be furnished on the letterhead of the Company.</p>

For the purpose of evaluation of a consortium Bidder, the combined technical and financial capacity of those Members, should satisfy the above conditions of eligibility



- 2.3.3 The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in Proposal.
- 2.3.4 The Bidder should submit a Power of Attorney as per the format at FORMAT 2, authorizing the signatory of the Proposal to commit the Bidder.
- 2.3.5 In case the Bidder is a Consortium, then it should comply with the following additional requirements:
- (a) Number of members in a Consortium shall not exceed 4 (four) members;
 - (b) subject to the provisions of sub-clause (a) above, the bid should contain the information required for each member of the Consortium;
 - (c) members of the consortium shall nominate one member as the lead member (the “**Lead Member**”) The nomination(s) shall be supported by a Power of Attorney, as per the format at FORMAT 13, signed by all the other members of the Consortium;
 - (d) the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
 - (e) an individual Bidder cannot at the same time be member of a Consortium submitting a bid for the Project. Further, a member of a particular Bidder consortium cannot be member of any other Bidder consortium submitting a bid;
 - (f) members of the Consortium shall enter into a binding Memorandum of Understanding, in the form specified at FORMAT 14 (the “**MoU**”), for the purpose of submitting a bid. The MoU, to be submitted along with the Bid, shall, inter alia:
 - (i) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (ii) commit the minimum equity stake of 10% to be held by each member;



- (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Selected Bidder in relation to the Project until the term of the Agreement in accordance with the provisions of Agreement; and
- (g) except as provided under this RFP, there shall not be any amendment to the MoU without the prior written consent of the Authority.

2.3.6.1 Any entity which has been barred/blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the entity would not be eligible to submit the Proposal, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect as per FORMAT 3 as part of the Qualification Proposal.

2.3.6.2 Any Entity which has been convicted for any criminal offence shall not be eligible to submit the proposal. The Bidder shall have to submit an affidavit to this effect as per Format 4 as part of the Qualification Proposal

2.3.7 Deleted

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

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

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

The holding or acquisition of equity or control, as above, shall include



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

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

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

2.4 Number of Bids and costs thereof

- 2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid.
- 2.4.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.5 Site visit and verification of information

- 2.5.1 The Bidders are encouraged to submit their respective bids after visiting the State of Uttar Pradesh (hereinafter referred to as “State”) and ascertaining for themselves of the health profile and health facilities in the State, applicable laws and regulations, and any other matter considered relevant by them.
- 2.5.2 The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the proposal to comply with the requirements of RFP will be at the Bidders’ own risk and make the bid non-responsive.

2.6 Acknowledgement by Bidder



- 2.6.1 It shall be deemed that by submitting the bid, the Bidder has:
- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Authority;
 - (c) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under;
 - (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Project Management Unit;
 - (e) acknowledged that it does not have a Conflict of Interest; and
 - (f) agreed to be bound by the undertakings provided by it under and in terms hereof
- 2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to accept or reject any or all bids

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.
- 2.8.2 The Authority reserves the right to reject any bid if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.



2.8.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Project Management Consultant either by issue of the LOI or entering into of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the bidding documents, the Agreement or under applicable law.

2.8.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.9 Contents of the RFP

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

2.10 Preparation and Submission of Bids

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

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

2.10.2 PART 1: Qualification Bid

- i. The Bidder is expected to provide details of its statutory registrations as per



FORMAT 10 and furnish documents to support its claim.

- ii. Details of all information related to project experience relevant to eligibility criteria describing the nature of work, name and address of client, date of award of assignment, size of the project should be submitted as per FORMAT 11.
- iii. The Bidder should submit details of financial capability against the eligibility criteria specified for the last three (3) financial years (i.e. FY 2011-12, 2012-13 and 2013-2014) as per FORMAT 12. The Qualification bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder.
- iv. The additional information to be provided, in case of Consortium, is mentioned in Clause 2.12.
- v. The checklist for information and documents to be submitted (in prescribed formats) for the Qualification Bid is provided in the table below:

INFORMATION TO BE PROVIDED	FORMAT NUMBER
COVERING LETTER FOR PROPOSAL SUBMISSION	FORMAT 1
POWER OF ATTORNEY FOR SIGNING OF PROPOSAL	FORMAT 2
AFFIDAVIT	FORMAT 3
ANTI-COLLUSION CERTIFICATE	FORMAT 4
PROJECT UNDERTAKING	FORMAT 5
INFORMATION REGARDING BIDDER	FORMAT 6
DETAILS OF PROJECT EXPERIENCE AGAINST ELIBILITY CRITERIA	FORMAT 7
FINANCIAL CAPABILITY OF THE BIDDER	FORMAT 8
COPY OF DRAFT AGREEMENT ALONGWITH SCHEDULES INITIALED BY THE BIDDER	RFP PART II and RFP PART III
FORMAT FOR CV OF KEY PROFILES	FORMAT 9
BANK GUARANTEE FOR BID SECURITY FOR THE PRESCRIBED AMOUNT	FORMAT 10
FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY	FORMAT 11



2.10.3 PART 2: Financial Bid

The Bidder should quote a lumpsum amount (“bid amount”) for undertaking the aforesaid Project across the State in accordance with this Bidding Documents and the Agreement. The Financial Bid should be submitted as per FORMAT 12 and FORMAT 12-A.

2.11 Preparation and Submission of Proposals

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

2.11.2 The Bidder should submit a Power of Attorney as per FORMAT 2, authorizing the signatory of the Proposal to execute the Proposal.

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

2.11.4 An Affidavit as per FORMAT 3 should be submitted along with the Proposal.

2.11.5 The Proposal shall be accompanied with an Anti-Collusion Certificate on the letter head of the Bidder as per FORMAT 4.

2.11.6 The Proposal shall also be accompanied with a Project Undertaking on the letter head of the Bidder as per FORMAT 5.

2.11.7 Deleted

2.11.8 The Proposal shall be submitted by the Bidder in the adequate, complete and correct form as per the Formats prescribed in the RFP. The Proposal / bid submitted by the Bidder in the form other than the prescribed Formats shall not be considered for evaluation by the Authority. In such an event, the Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder. However, the Authority may, in its sole discretion, require the Bidder to rectify the discrepancies in the bid submitted by the Bidder pursuant to this RFP.

2.12 Additional Requirements for Proposals from a Consortium



2.12.1 Consortium should comply with the following requirements:

- (a) Wherever required, the Proposal should contain the information required for each Member of the Consortium and the Members should acknowledge the collective responsibility and the respective roles as Consortium members;
- (b) The Proposal should include a description of the roles and responsibilities of each of its Members;
- (c) Members of the Consortium shall nominate one member as the Lead Member.
- (d) The Lead Member will be nominated by the members of the Consortium through a power of attorney as per FORMAT 13.
- (e) Subject to the sub-clause (a) above the Lead member shall authorize a representative (“**Authorized Signatory**”) on behalf of the Consortium, through a power of Attorney as per FORMAT 2. The authorized representative will sign the proposal which would be legally binding on all the members of the Consortium.
- (f) All the Power of Attorney shall be furnished on a non-judicial stamp paper of Rs. 100/- and duly attested by a notary public.
- (g) A Bidder applying as a single entity cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this Project.

2.12.2 Members of the Consortium shall submit a Memorandum of Understanding (MoU) specific to this Project, for the purpose of submitting the Proposal as per FORMAT 14. The MoU shall be furnished on a non-judicial stamp paper of Rs. 100/-, duly attested by a notary public.

2.12.3 The bid shall be accompanied by the Resolutions from the Bidder / Member of the Consortium for submitting the Proposal and, if successful, to participate and undertake the Project The format for the Board Resolutions / Undertaking that shall be submitted is given in FORMAT 15

2.12.4 The Proposal shall be accompanied by the undertaking on the letter head of Lead Member (in case of Consortium) or single entity as the case may be as



per FORMAT 5.

2.12.5 All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature. All signatures in the Proposal documents shall be dated.

2.13 Bid Security

2.13.1 The Bidder is required to deposit, along with its bid, a bid security for the amount specified in the Data Sheet (the “**Bid Security**”), refundable not later than 270 (two hundred seventy) days from the Proposal Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security.

2.13.2 The Bid Security should be in the form of Bank Guarantee as per FORMAT 10 from any Nationalized Bank with validity of 180 (one hundred and eighty) days.

2.13.3 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- (a) If an Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (b) If an Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (c) In the case of the Selected Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOI;
 - (ii) to sign the Agreement; or
 - (iii) to furnish the Performance Security within the period of 30 (Thirty) days from the date of issue of LOI; or
- (d) As per the relevant provisions of this RFP and Agreement.

2.14 Sealing and Signing of Proposal

2.14.1 The Bidder shall submit one original and two copies of Qualification Bid in the format as provided in clause 2.10.2. The Bidder should also submit these documents in electronic form on a non-rewritable CD-ROM and seal



it in an envelope and mark the envelope as “PART 1: Qualification Bid for Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP”.

- 2.14.2 The envelope shall contain all the FORMATS provided in clause 2.10.2 along with supporting documents.
- 2.14.3 The Bidder shall submit and mark one original copy of Financial Bid in the prescribed FORMAT 12 and FORMAT 12-A in a separate sealed envelope. The envelope containing Financial Bid shall clearly bear the following identification. “Part 2: Financial Bid for Project Management Consultant for Implementation of eAushadhi”.
- 2.14.4 The Bidder shall submit the Bid Security in a sealed envelope and mark the envelope as “Part 3: Bid Security”.
- 2.14.5 The three envelopes specified in Clauses 2.14.1, 2.14.2, 2.14.3 and 2.14.4 shall be placed in an outer envelope, which shall be sealed and marked as “Proposal for Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP”.
- 2.14.6 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.
- 2.14.7 The Proposals and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposals.
- 2.14.8 The pages of each part of the Proposal shall be clearly numbered, indexed and stamped with the seal of the Bidder.
- 2.14.9 All documents should be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) (loose form, etc. will be not accepted), either singularly or with several documents bound together. The Proposal should not include any loose papers.
- 2.14.10 The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.



2.14.11 Each of the envelopes shall indicate the complete name, address, telephone number (with country and city code), e-mail, and facsimile number of the Bidder.

2.14.12 Each envelope shall be addressed to:

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

2.14.13 The Authority reserves the right to reject any Proposal which is not sealed and marked as instructed above and will assume no responsibility for the misplacement or premature opening of the Proposal.

2.15 Proposal Due Date and Time

2.15.1 Proposal should be submitted positively by XX am Indian Standard Time (IST) on the “**Proposal Due Date**”, as stated in the Data Sheet, at the address given in Clause 2.14.12 in the manner and form as detailed in this RFP. Proposals submitted in any other manner will not be accepted.

2.15.2 The Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.19 uniformly for all bidders.

All such addendum shall be released on UPNHM's website as provided in the Data Sheet and the Bidders are requested to check the site regularly for updates. The Authority shall not undertake any responsibility, if any, Bidder fails to regularly check the website for addendums.

2.16 Late Proposals

2.16.1 Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be returned unopened.

2.17 Modifications / Substitution / Withdrawal of Proposals

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

2.18 Clarifications and Pre-Bid Conference

2.18.1 A prospective Bidder requiring any clarification on the RFP documents may submit their queries and suggestions prior to the last date for receiving queries as



specified in “Data Sheet”. The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to.

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

2.18.2 The Authority shall schedule a pre bid conference to discuss the issues related to the Project with all the prospective Bidders. The prospective Bidders may raise any queries during the pre-bid conference, in addition to those submitted earlier. The Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues for the Project, before submission of the Proposals. This would be common for all the Bidders.

2.18.3 The Authority will respond to all the queries submitted by the prospective Bidders on or before the date specified in the “Data Sheet”. Such a response will be sent in writing to all the prospective Bidders who have purchased the RFP and will qualify as an “Addendum.” Such Addendum shall also be hosted on UPNRHM’s website.

2.18.4 Bidders may note that the Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the draft Agreement. **Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.**

2.18.5 All correspondence/ enquiries should be submitted to the following in writing by fax/ post/ email courier to : The Mission Director, National Health Mission, State Health Society, Uttar Pradesh, ‘Vishal Complex’, 19-A, Vidhan Sabha Marg, Lucknow - 226001 (Uttar Pradesh), INDIA. Email: **XX**, Fax Numbers: **(91 - 0522) XX**

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

2.19 Amendment of RFP



2.19.1 The Authority may modify the RFP by issuing an Addendum before the Proposal Due Date.

2.19.2 Any Addendum thus issued shall be part of the RFP and shall be communicated in writing to all the purchasers of the RFP and will also be hosted on UPNHM's website.

2.19.3 To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, the Authority may, at its sole discretion, extend the Proposal Due Date.

2.20 Proposal Validity period

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

2.21 Extension of Proposal Validity period

2.21.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period which period shall not exceed 90 days from the Proposal Validity Date. The request and the Bidder's responses shall be made in writing. The Authority reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.

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

2.22 Right to Accept or Reject Proposal

2.22.1 The Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as the Authority may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

2.22.2 The Authority reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or uncovered by/from a Bidder.
- (b) The Bidder does not respond promptly and thoroughly to requests for



supplemental information required for the evaluation of the Proposal.

This would lead to disqualification of the Bidder for all the Projects wherein the Bidder (either as Sole Bidder or as part of another consortium) is present. If such disqualification/ rejection occurs after the Financial Bids have been opened and the preferred Bidder gets disqualified/ rejected, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the bidding process. Notwithstanding the above, the Authority may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by the Authority.

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

2.23 Confidentiality

2.23.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. The Authority will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

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

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

2.24.2 Within 7 (seven) days from the date of issue of the LOI, the Selected Bidder shall accept the LOI and return the same to the Authority. The Selected Bidder shall take necessary steps to ensure execution of the Agreement between the selected bidder and the Authority within 30 (thirty) days of acceptance of LOI.

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

2.24.4 The selected bidder shall be required to execute the Agreement with Schedules. The Selected Bidder shall also execute such further documents and deeds as may be required (the “**Contract Documents**”). The Bidders by submitting the bid shall be taken to have accepted the terms and conditions of the Agreement and Schedules to the Agreement and modifications and changes, as may be communicated in writing by the Authority at least 3 business days before the Proposal Due Date,



without any reservation or condition.

2.24.5 In case, the Agreement does not get executed within 30 (thirty) days of acceptance of LOI, the Authority reserves the right to annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Selected Bidder shall be forfeited.

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

2.25 Performance Security

2.25.1 The selected bidder shall for due and faithful performance of its obligations during the Project duration furnish Performance Security by way of an unconditional, unequivocal and irrevocable Bank Guarantee issued by a Schedule Bank, in favor of 'National Health Mission, State Health Society, Uttar Pradesh' of value as specified in the Data Sheet ("Performance Security"). The selected bidder shall provide the Performance Security within the period expiring on the 30 (Thirtieth) day from the date of issue of LOI before executing the Agreement.

2.25.2 Till such time the selected bidder provides to Authority the Performance Security, the Bid Security shall remain in full force and effect. The Performance Security shall remain in force and effect up till six (6) months after the expiry of the Agreement Period as defined in the Agreement. The Bid Security of the Selected Bidder shall be returned within 15 days of submission of the Performance Security by the selected bidder.

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

2.26 Return of the Proposal and Bid Security

2.26.1 The Bid Security shall be returned, to unsuccessful Bidders within a period of 30 days from the date of announcement of the Selected Bidder. In addition to the above, the Authority will promptly release all Bid Securities in the event the Authority decides to terminate the bidding process/proceedings or abandon the Project.



3 EVALUATION PROCESS

3.1 Opening of Proposals

- 3.1.1 The Authority would open the PART 1: Qualification Proposal at 12:30 p.m. on the Proposal Due Date, at the place specified in Clause 2.14.12 and in the presence of the Bidders who choose to attend.
- 3.1.2 The PART 2: Financial Proposals will remain sealed and unopened in the possession of the Authority until the PART 1 of the proposals has been evaluated and checked for their responsiveness to the RFP.
- 3.1.3 The following information will be announced at the Proposal opening in the presence of Bidders' representatives, and recorded:
- (a) Bidder's names
 - (b) Particulars of the Bid Security
- 3.1.4 The Authority will subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out in this Section 3.
- 3.1.5 The Authority will form a Proposal Evaluation Committee consisting of experts and representatives of the Authority.

3.2 Evaluation of Qualification Bid

- 3.2.1 In Stage I of Proposal Evaluation, the "Qualification Bid" as stated in Clause 2.10.2 submitted by the Bidders shall be checked for compliance with the requirements of the RFP and eligibility to bid. Prior to evaluation of Financial Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:
- (a) The Proposal should be submitted with all the requirements of Qualification Bid as stipulated in Clause 2.10.2.
 - (b) The Proposal is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15.2.
 - (c) The Proposal is signed, sealed and marked as stipulated in Clause 2.14.
 - (d) The Proposal contains all the formats specified in this RFP.



- (e) The Proposal contains all the information in Formats as specified in this RFP.
- (f) The Proposal meets the eligibility criteria as set out in Clause 2.3.2.
- (g) The Proposal contains the appropriate bid security documents as specified in Clause 2.13.

3.2.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.

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

- i. The criteria and marks allotted for technical evaluation of bids across various criteria is provided in the Table - 1 below.

Table 1 – Technical Evaluation Criteria				
S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
1	Past Experience			45
i.	Projects completed in Supply Chain with Union/State/UT government or PSUs in India with minimum duration of one year	When the number of such projects is : Less than 2 : 0 marks equal to 2: 8 marks equal to 3 : 12 marks equal to 4 : 16 marks equal to or more than 5 : 20 marks The maximum marks for each project is 4 marks.	<ul style="list-style-type: none"> • Project Completion Certificate from the client • PO/Work Order issued by the client 	20

Table 1 – Technical Evaluation Criteria				
S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		A maximum of 20 marks shall be awarded for this criterion.		
ii.	Projects completed in Public Healthcare with Union/State/UT government or PSUs in India with minimum duration of one year	<p>When the number of such projects is :</p> <p>Less than 1 : 0 marks</p> <p>equal to 1: 1 marks</p> <p>equal to 2: 2 marks</p> <p>equal to 3 : 3 marks</p> <p>equal to 4 : 4 marks</p> <p>equal to or more than 5 : 5 marks</p> <p>The maximum marks for each project is 1 marks. A maximum of 5 marks shall be awarded for this criterion.</p>	<ul style="list-style-type: none"> • Project Completion Certificate from the client • PO/Work Order issued by the client 	5
iii.	Projects completed in System Integration(involving Rollout of IT systems) with Union/State/UT government or PSUs in India with minimum duration of one year	<p>When the number of such projects is :</p> <p>Less than 2 : 0 marks</p> <p>equal to 2: 8 marks</p> <p>equal to 3 : 12</p>	<ul style="list-style-type: none"> • Project Completion Certificate from the client • PO/Work Order 	20.

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		<p>marks</p> <p>equal to 4 : 16 marks</p> <p>equal to or more than 5 : 20 marks</p> <p>The maximum marks for each project is 4 marks. A maximum of 20 marks shall be awarded for this criterion.</p>	issued by the client	
2	Turnover of Bidder			10
i.	Average annual turnover from Services Supply Chain Consulting/ IT Consulting	<p>Less than INR 15 crores: 0 marks</p> <p>Between INR 15 crores and INR 30 crores: 2 marks</p> <p>Between INR 30 crores and INR 45 crores:4 marks</p> <p>Between INR 45 crores and INR 60 crores: 6 marks</p> <p>Between INR 60 crores and INR 75 crores: 8 marks</p> <p>Greater than or equal to INR 75</p>	<p>Extracts from the audited Balance sheet and Profit & Loss; OR</p> <p>Certificate from the statutory auditor of the bidder.</p>	

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		crores: 10 marks		
3	CVs and Key Profiles proposed along with time commitment			40
i.	<p>PMU Lead Manager</p> <p>Post Graduate degree or diploma in management with</p> <ul style="list-style-type: none"> • minimum 10 years of experience in Supply Chain/IT/Healthcare • Min. 7 years of experience in project management with Union/State/UT governments or PSUs in India 	<p>No. of Projects delivered as Project/Program Manager with Union/State/UT governments or PSUs in Supply Chain</p> <p>Less than 2 : 0 marks</p> <p>Equal to 2 : 3 marks</p> <p>Equal to 3 : 4 marks</p> <p>Equal to 4 : 5 marks</p> <p>Equal to 5 or more : 6 marks</p> <p>No. of Projects delivered as Project/Program Manager in IT rollout with Union/State/UT governments or PSUs in India</p>	CVs in format specified in the RFP	10

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
		<p>Less than 2 : 0</p> <p>Equal to 2 or 3 : 1 marks</p> <p>Equal to 4 or more : 2 marks</p> <p>Certification in Program or Project Management : 1 mark</p> <p>Prior Experience in Health Sector : 1 mark</p>		
ii.	<p>IT Expert</p> <p>B.Tech, MCA, BE or equivalent degree from a AICTE recognized University in India with</p> <ul style="list-style-type: none"> Minimum 7 years of experience in IT industry 	<p>Number of IT Consultancy projects (involving Rollout of IT systems) with Union/State/UT governments or PSUs in India:</p> <p>Equal to 3 : 3 mark</p> <p>4 to 6 : 5 marks</p> <p>Greater than 6: 8</p>	CVs in format specified in the RFP	8
iii.	<p>Supply Chain Expert 1</p> <p>Masters or equivalent degree from a recognized University in India</p>	<p>Number of Supply Chain projects (involving inventory management, and</p>	CVs in format specified in the RFP	8

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
	with <ul style="list-style-type: none"> With minimum 7 years of experience in supply chain 	Distribution) with Union/State/UT governments or PSUs in India: Equal to 3 : 3 mark 4 to 6 : 5 marks Greater than 6: 8		
iv.	Supply Chain Expert 2 Masters or equivalent degree from a recognized University in India <ul style="list-style-type: none"> With min. 7 years of experience in supply chain. 	Number of Supply Chain projects (involving demand estimation and procurement) with Union/State/UT governments or PSUs in India: Equal to 3 : 3 mark 4 to 6 : 5 marks Greater than 6: 8	CVs in format specified in the RFP	8
v	Profile of Subject matter experts for <ul style="list-style-type: none"> Supply Chain Public Health 	The subject matter experts would provide outside support to the project team whenever required. They need not be based out of Project location (Lucknow).	CVs in format specified in the RFP + consent letter to provide outside support	3+3
	Presentation and Evaluation			5

Table 1 – Technical Evaluation Criteria

S. No.	Criteria	Basis for evaluation	Supporting documents	Maximum Marks
	Committee			
i	Understanding of the context and methodology proposed	Understanding of Context and methodology proposed		5
	Total marks against which a bid will be technically evaluated			100

- ii. A bid should receive a minimum of **75** of the total maximum score of 100 to qualify for financial bid evaluation as outlined in Clause 3.3.
- iii. As part of the evaluation, bidders who meet the criteria as per 3.2.3 (i) shall be required to make a presentation to the evaluation committee. Each bidder will be given 45 minutes for presenting their solution. The presentation should cover the following points:
- Previous experience in similar area of work (20 minutes)
 - Government
 - Healthcare
 - Supply Chain
 - Profiles of Key personnel proposed for the project (10 minutes)
 - Questions and Answers (15 minutes)

3.2.4 Notwithstanding anything mentioned to the contrary in the RFP, the Authority reserves the right to reject any/all bids and/or the selection process even after opening of Qualification Proposal.

3.3 Evaluation of Financial Bid

3.3.1 The Authority will open sealed Envelope containing ‘Financial Bid’ of only those Bidders, who qualify as per Clause 3.2.

3.3.2 The Financial Bid should be furnished as per FORMAT 13 clearly indicating the bid amount in both figures and words in Indian Rupees and



signed by Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicating in words shall be taken into account.

- 3.3.3 The Financial Bids are invited for the Project on the basis of **LOWEST TOTAL CONTRACT VALUE** (the "**Bid Amount**") required by the Bidder for implementing the Project as specified in FORMAT 13. The Bid Amount shall constitute the sole criteria for evaluation of Financial Bids.
- 3.3.4 The Financial Bid of the Bidder should take into consideration all the expenses incurred or likely to be incurred for the full scope of work as described in Part – III of this RFP.
- 3.3.5 The Financial Bid should be inclusive of all applicable taxes other than the Service Tax. Service Tax, if any, shall be payable by the Authority as per the prevailing rate on the date of invoice.
- 3.3.6 The Bidder who quotes the lowest Bid Amount shall be declared as the Selected Bidder (the "**Selected Bidder**").
- 3.3.7 Deleted
- 3.3.8 After selection, a Letter of Intent (the "**LOI**") shall be issued, in duplicate, by the Authority to the Selected Bidder.

3.4 Clarifications for the Purpose of Evaluation

- 3.4.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 3.4.2 At any point in time during the bidding process, if required by the Authority, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Authority. The Authority or appointed advisers can verify the facts and figures quoted in the proposal. The Authority reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

3.5 Contacts during Bid Evaluation

- 3.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the bids are under consideration, the Bidders and/ or their



representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.6 Tie Bidders

- 3.6.1 In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidders (“**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.



4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the Authority may reject a bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Project Management Consultant, as the case may be, if it determines that the Bidder or Project Management Consultant, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 herein above and the rights and remedies which the Authority may have under the LOI or the Agreement, or otherwise if a Bidder or Project Management Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Project Management Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Project Management Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with



the bidding process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process;
- (c) **“coercive practices”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding process;
- (d) **“Collusive Practices”** means a scheme or arrangement between two or more Project Management Consultants, with or without the knowledge of Authority, designed to influence the action of any party in the Bidding process;
- (e) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process; or (ii) having a Conflict of Interest; and
- (f) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process.

5 PRE-BID CONFERENCE

- 5.1 Pre-bid conferences of the interested Bidders shall be convened at the designated date, time and place. The time, date and venue of the pre-bid conference shall be notified in national dailies and website as mentioned in the Data Sheet. A maximum of three representatives of each Bidder shall be allowed to



participate on production of authority letter from the Bidder.

- 5.2 During the course of pre-bid conference(s), the interested Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding process.

6 MISCELLANEOUS

- 6.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.



7 APPENDICES



FORMATS FOR PROPOSAL SUBMISSION

7.1 FORMAT 1: COVERING LETTER FOR PROPOSAL SUBMISSION

(On the Letter head of the Bidder)

Mr./Ms. _____

Phone: Fax: _____

Email: _____

Date: _____

Subject: Proposal for Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP

Dear Sir/Madam,

With reference to your RFP document dated **DD/MM/YYYY** I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Project Management Consultant for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Project Management Consultant for the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.



5. I/We certify that in the last three years, we have not been barred by the Government of Uttar Pradesh, any other State Government or Union Territory or Government of India from participating in any project, and the bar does not subsist as on the Proposal Due Date.
6. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the RFP document.
7. I/ We believe that we satisfy the eligibility criteria and meet the requirements as specified in the RFP document.
8. I/ We declare that we are not a member of any other consortium submitting a Proposal for the Project.
9. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us



prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.
16. I/We offer a Bid Security of Rs.....only to the Authority in accordance with the RFP Document.
17. The Bid Security in the form of a Bank Guarantee from the Nationalised bank in the specified format is attached.
18. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
20. I/We shall keep this offer valid for 180 (one hundred and twenty) days from the Proposal Due Date specified in the RFP. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Proposal Validity Date, on the request of the Authority.
21. I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or in contract execution.
22. As one of the eligibility requirements for this project is the presence of a local office of the Bidder, we hereby confirm we have an office in Lucknow at the below mentioned address:

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

23. As one of the eligibility requirements for this project is the presence of a local office of the Bidder and since we as Bidder do not have an office in Lucknow as on



the date of bid submission, we hereby undertake to open a local office in Lucknow within 15 days of issuance of Letter of Intent and communicate the address to the issuer for future correspondence.

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

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name & Designation of the Authorized signatory)
Name & Seal of Bidder

Witness 1:

Name:

Signature:

Witness 2:

Name:

Signature:



7.2 **FORMAT 2: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

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

POWER OF ATTORNEY

Know all men by these present, we ___(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____(name and address of residence) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid for “**Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP**” (the “**Project**”), including signing and submission of all documents and providing information / responses to **National Health Mission, State Health Society, Uttar Pradesh**, representing us in all matters in connection with our bid for the said Project.

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

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

(Name, Title and Address of the authorized representative)
For____(Signature) (Name, Title and Address)

Accept_____(Signature)

Notes:

1. To be executed by the Bidder.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the



delegation of power hereunder on behalf of the executant(s).

4. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.



7.3 **FORMAT 3: AFFIDAVIT**

(To be furnished by the Bidder)

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

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that our Company/LLP M/s _____
_____ have not abandoned any work for the Government of Uttar Pradesh or or Union territory or any other State Government or or Government of India during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that our Company/LLP M/s _____
_____ have not been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Union territory or Government of India for any work.
4. The undersigned further certifies that our Company/LLP has not been convicted/charge-sheeted for any offence.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested National Health Mission, State Health Society, Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the National Health Mission, State Health Society, Uttar Pradesh.

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

Title of Officer: _____

Name of Company/Society/Trust _____



Date:



7.4 FORMAT 4: ANTI-COLLUSION CERTIFICATE

(On the letter head of the Bidder)

ANTI-COLLUSION CERTIFICATE

I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of201_.

Name of the Bidder.

Signature of the Authorized Representative

Name of the Authorized Representative



7.5 **FORMAT 5: PROJECT UNDERTAKING**

(On the Letter head of the Bidder)
PROJECT UNDERTAKING

To:

Date:

Mr./Ms. _____

Phone:

Fax:

Subject: Proposal for Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP

Ref:

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by National Health Mission, State Health Society, Uttar Pradesh

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the RFP and the Agreement, a draft of which also forms a part of the RFP provided to us.

Dated this.....Day of201_.

Name of the Bidder

Signature of the Authorized Representative

Name of the Authorized Representative



7.6 FORMAT 6: INFORMATION REGARDING BIDDER

Notes:

1. Relevant registration certificates as required in Eligibility Criteria are required to be enclosed.

Part 1: Contact Information

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

Part 2: Details regarding Statutory Registrations

1	Company/LLP Registration Number	
2	Service Tax Registration Number	

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

Witness:

Bidder:

Signature -----

Signature -----



Name -----

Address -----

Date -----

Name -----

Designation -----

Company -----

Date -----



7.7 **FORMAT 7: DETAILS OF PROJECT EXPERIENCE AGAINST ELIGIBILITY CRITERIA**

Part 1: Summary of projects meeting eligibility criteria

S. No.	Client Name	Value of Project (in INR Cr.)	Letter of issuance of PO (DD/MM/YYYY)	Date of Project Completion, if applicable (DD/MM/YYYY)
1				
2				
3				

Part 2: Detailed project experience format

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

Name of client	
Project Location	
Brief description of Project and scope of services performed	
Name and contact details of nodal officer of client	Name: Designation: Email ID: Phone Number:
Date of issuance of Purchase Order	
Date of Project Completion, if applicable	
Value of project (in INR Crores)	



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

Witness:

Bidder:

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----



7.8 FORMAT 8: FINANCIAL CAPABILITY OF THE BIDDER (TO BE SUBMITTED BY EACH MEMBER OF CONSORTIUM)

Name of Bidder/Member:

Role of Bidder/Member:

Balance-Sheet (in Rs. Lacs)

S. No.	In Rupee, at the end of concerned Financial Year	FY 1	FY 2	FY 3
	Gross Fixed Assets (A)			
	Accumulated Depreciation (B)			
	Net Fixed Asset $C=(A-B)$			
	Deferred Revenue Expenditure (D)			
	Current Assets (cash+ stock+ receivables) (E)			
	Current Liabilities (over draft+ payables) (F)			
	Deferred Liabilities (G)			
	NET ASSETS $H = (C+D+E-F-G)$			
	Paid up Equity (I)			
	Contributions (J)			
	Reserves (K)			
	Shareholders Fund $L=(I+J+K)$			

Profit & Loss Statement (in Rs. Lacs)

S. No.	In Rupee, at the end of concerned Financial Year	FY 1	FY 2	FY 3
	Revenue / Income/ Gross Receipts (A)			
	Operating Cost (B) = (C+D+E)			
	Employees cost (C)			
	Admin and General Cost (D)			
	Other Costs (E)			
	Depreciation (F)			
	Interest (G)			
	Provisions (H)			
	Profit Before Tax $I = (A-B-F-G-H)$			
	Tax Paid (J)			
	Profit After Tax (I-J)			



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

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

Note:

1. This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor of the Bidder.
2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date.
3. Financial Year 1 (FY1) will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
4. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [60 (Sixty)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
5. The Bidder shall provide an Auditor's Certificate specifying the Revenue / Income/ Gross Receipts of the Bidder and also specifying the methodology



adopted for calculating the same.



7.9 **FORMAT 9: CV FORMAT**

Guidelines for submission: CVs are required to be submitted for ALL the positions in the below format. Bidders are advised to ensure that full information is provided for each key resource against the evaluation criteria specified. If no information is provided for a resource against an evaluation criterion, it shall be awarded zero marks against that evaluation criterion.

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



Experience		
Countries of Work Experience		
Employment record	Employer	
	Positions held	
	From Year – To Year	
	Employer	
	Positions held	
	From Year – To Year	
	Employer	
	Positions held	
	From Year – To Year	
	(add more tables as necessary)	
	Project Experience (where applicable)	Name of the project
		Brief description of the project
		Client / Project awarding agency
		Duration and years of project
		Location of project



	(Country/State/Location)	
	Role performed by the resource	
	Description of activities carried out by the resource	
	Name of the project	
	Brief description of the project	
	Client / Project awarding agency	
	Duration and years of project	
	Location of project (Country/State/Location)	
	Role performed by the resource	
Description of activities carried out by the resource		
Name of the project		
Brief description of the project		
Client / Project awarding agency		
Duration and years of project		
Location of project (Country/State/Location)		
Role performed by the resource		
Description of activities		



	carried out by the resource	
	(add more tables if necessary)	

Certification:

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

[Signature of staff member or authorized representative of the staff]
Full name of authorized representative or staff member proposed: _____

Date: _____
Day/Month/Year



7.10 **FORMAT 10: BANK GUARANTEE FORMAT FOR BID SECURITY**

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

Bank Guarantee Bond

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



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

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

Dated _____ day of _____

For

(indicate the name of the bank)



7.11 *FORMAT 11: FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY*

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

Bank Guarantee Bond

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



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

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

Dated _____ day of

For

—
(indicate the name of the bank)



7.12 FORMAT 12: FINANCIAL BID

(On the letter head of the Bidder)

To,
The Mission Director,
National Health Mission, State Health Society, Uttar Pradesh,
'Vishal Complex', 19-A, Vidhan Sabha Marg,
Lucknow - 226001 (Uttar Pradesh), INDIA

Sub: Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP

Ref:
Dear Sir/Madam,

Having gone through this RFP document and the draft Agreement and having fully understood the Terms and Conditions for the Project as set out in this RFP, we are pleased to inform that we would charge the following amount from National Health Mission, State Health Society, Uttar Pradesh as the fee for carrying out the activities envisaged in this RFP document and draft Agreement for Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP. The amount quoted below is inclusive of all taxes but exclusive of Service Tax.

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

Name of the Bidder / Lead Bidder of Consortium

Name & Signature of the Authorized Representative



FORMAT 12-A: DETAILED FINANCIAL BID

(Note: Unit prices of all items listed in the table below should be mandatorily submitted as part of the Financial Bid. To be submitted on the Letter Head of the Bidder)

S. No.	Item	Unit of Measure	Unit Price (in INR)	Units Proposed	Taxes, if applicable (in INR)	Cost of Item (in INR)
1	PMC Lead Manager	1 Person Month				
2	IT Expert	1 Person Month				
3	Supply Chain Expert 1	1 Person Month				
4	Supply Chain Expert 2	1 Person Month				
5	(Add more rows for other items if required)					
6	Total					

Note: 1 Person Month shall mean effective time spent of 160 hours on project related activities.

Name of the Bidder

Name & Signature of the Authorized Representative
tificate.



7.13 FORMAT 13: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

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

Whereas the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh (the Authority) has invited bids from interested parties for “Operation of 102 National Ambulance Services (102 NAS) in the State of Uttar Pradesh” for a specified Agreement Period.

Whereas, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) have formed a consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) do hereby designate M/s _____ (name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the consortium, to do on behalf of the consortium, all or any of the acts, deed or things necessary or incidental to the consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the consortium in all its dealings with the Authority, or any person, in connection with Project until culmination of the process of bidding and thereafter till the Agreement is entered into with the Authority.



We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this _____ day of _____ 201__.

[Executant(s)]

(To be executed by all the members in the Consortium)

Note:-

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
2. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Appostille certificate

7.14 FORMAT 14: MEMORANDUM OF UNDERSTANDING (MoU)

(To be executed on a non-judicial stamp paper of Rs. 100/- duly attested by -
notary public)

This Memorandum of Understanding (MoU) entered into this _____ day of _____ 201__ at _____

Among ____ (hereinafter referred as” ____”) and having office at ____, India



Party of the First Part

And

_____ (hereinafter referred as "____") and having office at ____, India

Party of the Second Part

And

_____ (hereinafter referred as "____") and having office at ____, India

Party of the Third

Part

And

_____ (hereinafter referred as "_____")
and having office at _____, India

Party of the Fourth Part

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

WHEREAS the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh, has invited Qualification and Financial Proposal from entities interested in **“Project Management Unit for Implementation of DVDMS and strengthening of Drug Supply Chain in UP”** called the “Project” for a specified time period.

AND WHEREAS the Parties have had discussions for formation of a consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall carry out all responsibilities as Operator in terms of the Agreement.
2. The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a. Party of the First Part shall be the Lead member of the consortium and shall have the power of attorney from all Parties for conducting all



business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the SPV shall become effective;

- b. Party of the Second Part shall be the _____
- c. Party of the Third Part shall be the _____
- d. Party of the Fourth Part shall be the _____

- 3. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
- 4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
- 5. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: Second Party:

{ Third Party : }

{ Fourth Party : }

- 6. Deleted
- 7. Deleted
- 8. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.
- 9. That this MoU shall be governed in accordance with the laws of India and courts in Lucknow shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

(Party of the first part)

(Signature) (Name)

(Designation) (Address)



Witness:

(Party of the second part)

(Party of the third part)

(Party of the fourth part)

Note:

1. The mode of execution of the MoU should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Memorandum of Understanding (MoU) executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarised in the jurisdiction where the MoU is being executed. However, the MoU executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Appostille cer

7.15 FORMAT 15: BOARD RESOLUTIONS FOR BIDDING ENTITIES

Format for Lead Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with____, _____and ____ (name and address of the consortium members) for joint submission of bids to Department of Medical, Health & Family Welfare, Government of Uttar Pradesh for “Operation of 102 National Ambulance Services (102 NAS) in Uttar Pradesh” called the “Project”.

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

“RESOLVED FURTHER THAT Mr. _____(name),_____(designation) be and is hereby authorised to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favour of the Company as Lead Member .”



Format for Members

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with _____, _____ and _____ (name and address of the Consortium members) for joint submission of bids to Department of Medical, Health & Family Welfare, Government of Uttar Pradesh for “Operation of 102 National Ambulance Services (102 NAS) in Uttar Pradesh”.

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

“RESOLVED FURTHER THAT Mr. _____(name), _____(designation) be and is hereby authorised to enter into an MoU with the consortium members and execute a power of attorney in favour of __to act as the Lead Member”

