

Tender ID. _____

Request for Proposal

for

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

Financial Management System (FMS)

VOLUME II : DRAFT SERVICE AGREEMENT

National Health Mission
Government of Uttar Pradesh
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FINANCIAL MANAGEMENT SYSTEM SERVICES CONTRACT

THIS FMS CONTRACT ("Contract") is entered into at [●] on this [●] day of [●] ("**Effective Date**"),

Amongst:

1. **Mission Director, National Health Mission, Government of Uttar Pradesh** (hereinafter referred to as "**the Authority**") of the First Part;

AND

2. **[Name of the Service Provider]**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at [●] (hereinafter referred to as the "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof include its successors) of the Second Part;

Authority and Service Provider are hereinafter referred to individually as "**Party**" and jointly as "**Parties**"

WHEREAS:

- A. The Authority is desirous of engaging the Service Providers to design, develop and implement web based Financial Management System (FMS).
- B. The Authority had accordingly invited proposals by its Request for Proposal No. *** dated *** (the "**Request for Proposal**" or "**RFP**") for design, development and implementation of web-based Financial Management System under a two stage bid process from interested parties pursuant to which the Authority declared [Name of the Selected Bidder] as the Service Provider and issued the Letter of Intent No. [●] dated [●] (hereinafter called the "**LOI**") to it.
- C. The Service Provider accepted the LOI and returned to the Authority a duplicate copy of the LOI duly signed by its Authorized representative in token of acceptance thereof.
- D. By its letter dated [●], the Service Provider to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Service Provider including the obligation to enter into this Contract pursuant to the LOI.
- E. The Service Provider has complied or has undertaken to comply with all the conditions contained in the RFP enabling the signing of this Contract.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1. GENERAL

1.1 Definitions

All capitalised terms used in this Contract shall, unless the context otherwise requires, have the meanings ascribed to them in Article 19 of this Contract.

1.2 Interpretation

1.2.1 Reference to the singular shall include reference to the plural and vice-versa and a reference to any gender shall include a reference to the other genders, except where the context otherwise requires.

1.2.2 The headings in this Contract are included for ease of reference, and shall not affect the meaning or the interpretation of this Contract.

1.2.3 The Schedules to this Contract form an integral part of this Contract and will be of full force and effect. The provisions of this Contract and the Schedules hereto shall be interpreted harmoniously.

1.2.4 The preamble and the recitals shall form an integral part of this Contract and shall be interpreted harmoniously.

1.2.5 Unless the context otherwise requires, a reference to any clause, recital, schedule shall be to a Clause, Recital, Schedule of this Contract respectively, except where the context otherwise requires.

1.2.6 Reference to any law or regulation having force of law includes a reference to that law or regulation, as amended, modified, supplemented, extended or re-enacted from time to time.

1.2.7 Reference to time shall, except where the context otherwise requires, be construed as a reference to Indian Standard Time. Any reference to calendar shall be construed as reference to the Gregorian calendar.

1.2.8 The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.

1.2.9 Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last date of such period.

1.2.10 In case of any discrepancy between words and figures, the words shall prevail over the figures.

1.2.11 Whenever provision is made for the giving of notice, approval or consent by any Person, unless otherwise specified, such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.

1.2.12 Provisions including the word "agree", "agreed", "agreement" require the agreement to be recorded in writing.

1.2.13 The terms "written" or "in writing" mean hand-written, type-written, printed or electronically made, and resulting in a permanent record.

1.2.14 Any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this Contract or that document.

1.3 Communications

Wherever this Contract provides for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in Clause 18.3 (Notices); and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract. However:
 - i. if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - ii. if the recipient has not stated otherwise when requesting an approval or consent, communications may be sent to the address from which the request was issued.

1.4 Language

All notices required to be given by one Party to the other Party and all other communications, documentation, proceedings and matters which are in any way relevant to this Contract shall be in writing and in English language.

1.5 Priority of agreements and errors/discrepancies

This Contract, and all other agreements and documents forming part of this Contract are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Contract, the priority of this Contract and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this Contract read with Schedules;
- (b) Letter of Intent;
- (c) Request for Proposal; and
- (d) all other agreements and documents executed by and between the Parties

In-case of any discrepancy or conflict between the provisions of the above documents, the provisions of the documents mentioned prior in the above order shall prevail over the provisions of the documents mentioned subsequently in the above order.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2. Representations and Warranties of the Service Provider

The Service Provider hereby represents and warrants to the other Party as follows:

2.1.1 Due Organisation

It is a company duly organised, validly existing and in good standing under the Applicable Laws of the jurisdiction where it is incorporated and has all requisite power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted and is duly qualified to do business in India and in any other jurisdiction in which its performance of the Contract makes such qualification necessary.

2.1.2 Due Authorization; Binding Obligation

It has full power and authority to execute and deliver the Contract and to perform its obligations hereunder and to carry out the transactions contemplated hereby, and the execution, delivery and performance of the Contract by it have been duly authorized by all necessary action on its part. This Contract has been duly executed and delivered by it and is such Party's legal, valid and binding obligation enforceable in accordance with its terms.

It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract.

2.1.3 No Insolvency

It is not in liquidation or subject to an administration order and no administrator, administrative receiver or receiver has been appointed over the whole or a substantial part of its property, assets or undertaking, and no equivalent or analogous event has occurred.

2.1.4 Non-Contravention

The execution, delivery and performance of the Contract by it and the consummation of the transactions contemplated hereby do not and will not contravene the certificate of incorporation, constitutional documents, or by-laws of such Party, and do not and will not conflict with or result in a breach of or default under any indenture, mortgage, lease, agreement, instrument, judgment, decree, order or ruling to which such Party is a party or by which it or any of its properties is bound or affected.

2.1.5 Commercial Interest

The entry into and performance of the Contract by it is in its commercial interest and to its corporate benefit and it has assessed and satisfied itself as to the existence of such corporate benefit.

2.1.6 Regulatory Approvals

All governmental or other authorisations, Approvals, orders or consents required (if any) in connection with the execution, delivery and performance of the Contract by the respective Party have been obtained (or will be obtained in a timely manner) to allow development and maintenance of FMS during the Term of this Contract.

2.1.7 Compliance with Applicable Laws

It has not contravened any Applicable Laws on the Effective Date, which contravention would have an adverse effect on the Project or any license, registration, permission, consent or approval held by it in relation to the Project. Further, it has not violated any Intellectual Property Right related laws, rules and regulations, nor does any infringement of any Intellectual Property Rights of any third party exists.

2.1.8 All the information furnished in the Bid is, and shall be, true and correct as on the Effective Date and the balance sheet and profit and loss account of the Service Provider for its every accounting years after the Effective Date furnished to the Authority shall give true and fair view of the affairs of the Service Provider.

2.1.9 The execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected.

2.1.10 There are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under this Contract or which individually or in the aggregate may result in any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Contract.

2.1.11 It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government agency which may result in any adverse effect or impairment of the Service Provider's ability to perform its obligations and duties under this Contract.

2.1.12 No representation or warranty by the Service Provider contained herein or in any other document furnished by it to the Authority, or to any governmental agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

2.1.13 It warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing or entering into this Contract or for influencing or attempting to influence any officer or

employee of Authority in connection therewith. It shall duly renew and maintain Performance Security at all times up till 6 (six) months after the expiry of the Term in full force and effect in accordance with the provisions of this Contract.

2.1.14 The Service Provider undertakes to observe the highest standard of ethics during the performance of the work under this Contract without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set forth below shall have the meaning assigned to them as follows:

- a. **"Corrupt Practice"** means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
- b. **"Fraudulent Practice"** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c. **"Collusive Practices"** means a scheme or arrangement between two or more Service Providers, with or without the knowledge of Authority, designed to influence the action of any party in the procurement process or execution of the contract; and
- d. **"Coercive Practices"** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of the contract.

2.1.15 The Service Provider acknowledges that prior to the submissions of the Bid, they had after a complete and careful examination made an independent evaluation of all the information provided by the Authority and had determined to the Service Provider's satisfaction the nature and extent of such difficulties, risks and issues as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder.

2.1.16 The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider.

2.2 Representations and Warranties of the Authority

The Authority represents, warrants and covenants to the Service Provider that:

- a. it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Contract, exercise its rights and perform its obligations, under this Contract;
- b. it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Contract;
- c. it has the financial standing and capacity to perform its obligations under this Contract;
- d. this Contract constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e. it has no knowledge of any violation or default with respect to any order, writ, injunction

or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Contract; and

2.3 Continuing Representations

Each representation and warranty given by the Parties in this Article 2 (Representations and Warranties) and elsewhere in the Contract shall be deemed repeated on a continuing basis throughout the term of the Contract.

ARTICLE 3

SCOPE OF THE PROJECT AND VARIATION OF WORK

3. PURPOSE

The purpose of this Contract is to Design, development, hosting, implementation, training, maintenance and proper handover of the web based on-line accounting and financial management system.

3.1 SCOPE OF PROJECT

The scope of the Project (the "**Scope of Project**") shall mean and include, during the Term:

- a) Design, Development, and Implementation of financial management system
 - i. Cloud-hosted integrated accounting and reporting system for NHM
 - ii. Consolidated reports at district and state level
 - iii. Integration with other systems such as Public Financial Management System (PFMS) system designed and implemented by Controller General of Accounts, Ministry of Finance as financial management platform for all plan schemes, a database of all recipient agencies, integration with core banking solution of banks handling plan funds, integration with State Treasuries and efficient and effective tracking of fund flow to the lowest level of implementation for plan scheme of the Government. (www.pfms.nic.in)
 - iv. Digitization of financial records
- b) Hosting Services
 - i. Hosting services on cloud to be started from pilot stage itself
 - ii. Migration to cloud provided by NHM (two years after roll-out)
- c) Training
 - i. Preparing training manuals, short videos and conducting training programs as per change management process
- d) Operation & Maintenance
 - i. Monitoring performance and change request handling as per approval
 - ii. Helpdesk for users
 - iii. Duration for O&M period will be for 2 years from date of Go-live

Detailed Scope of work and business requirements are articulated in Schedule 1, Schedule 2, Schedule 4, Schedule 5 and Schedule 6.

ARTICLE 4

CONDITIONS PRECEDENTS

4.1 CONDITIONS PRECEDENT

- 4.1.1 Save and except as expressly provided in Articles 4 and 8, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Contract shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "**Conditions Precedent**").
- 4.1.2 The Conditions Precedent required to be satisfied by the Service Provider prior to the Commencement Date shall be deemed to have been fulfilled when the Service Provider shall have:
- (a) provided Performance Security to the Authority;
 - (b) provided acceptance of letter of award

4.2 Failure to achieve the Commencement Date

In the event that the Service Provider does not fulfil any or all of the Conditions Precedent set forth in Clause 4.1.2 within a period of 15 (fifteen) days from the issuance of letter of award this Contract shall cease to be effective and binding and the parties shall have no further liability to each other. In the event that contract fails to come into effect on account of non fulfilment of the Service Provider's conditions precedent, the Authority shall be entitled to encash the Bid Security.

ARTICLE 5

TERM OF THE CONTRACT

5. TERM OF THE CONTRACT

5.1 Subject to the terms and conditions contained hereinafter, this Contract unless otherwise terminated in accordance with the provisions of Article 15 herein, shall remain valid and in force for an initial period of implementation and additional two years from the date of Go-Live, which period shall be reckoned from the Commencement Date ("**Term**").

5.2 Unless otherwise terminated in accordance with the terms of this Contract, this Contract shall remain valid for the Service Provider till the expiry of the Term.

5.3 The expiry or termination of this Contract shall not affect any accrued rights, obligations and liabilities of the Parties from the Commencement Date, including but not limited to those specifically provided in this Contract nor shall it affect any continuing obligations which this Contract provides either expressly or by necessary implication, which are to survive its expiry or termination.

5.4 Extension of Term

(i) The Term of the Contract may be extended for an additional period (upto 1 year to maximum of two extensions) on the mutually agreed terms and conditions; provided Service Provider renders satisfactory performance of the Service during the initial Term ("**Extended Term**").

(ii) The Service Provider shall request the Authority, in writing, regarding its intention of extension of the Contract, 6 months before the expiry of the Term of the Contract.

(iii) The Authority shall request the Service Provider, in writing, regarding its intention of extension of the Contract, at any time before the expiry of the Term of the Contract

5.5 Commissioning of the Project

The Service Provider shall complete the commissioning of the Project and request the Authority for its certificate to commence the operation of the Financial Management System. The Authority shall certify completion of the Project and provide Final Commissioning Date in terms of the Schedule 2 and this Contract. The Authority shall nominate or appoint an independent third party to verify the completion of each phase and on the basis of their report, the Authority shall issue the completion certificate to the Service Provider.

ARTICLE 6

PERFORMANCE SECURITY

6.1 The Service Provider shall, within 10 (ten) days from the date of issuance of letter of award, provide a performance security of the value equal to 10% of total contract fees in form of an irrevocable bank guarantee ("**Performance Security**") to the Authority for a sum equivalent to Rs. [●] (Rupees [●] Only Payable at Lucknow) as per the format specified in Schedule 8 for due performance of its obligations under this Contract, which shall be valid and remain in force and effect up till six months after the expiry of the Term or Extended Term, if any. Until such time the Performance Security is provided by the Service Provider in terms hereof, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Service Provider within 15 (fifteen) days of submission of such Performance Security. In case the validity of Performance Security is expiring before the validity period specified in Clause 6.1, the Service Provider shall, at least 30 (thirty) days before the expiry of the Performance Security, replace the Performance Security with another Performance Security or extend the validity of the existing Performance Security, which shall remain valid and in force till the same is released in terms of the Clause 6.3. All costs associated with obtaining, providing and maintaining the relevant Performance Security shall be borne solely by the Service Provider. If the Service Provider fails to renew or extend the validity of its Performance Security, when required, then the Authority may encash the same in full as Damages.

6.2 Appropriation of Performance Security

Upon occurrence of a Service Provider's default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security, the amounts due to it for and in respect of such Service Provider's Default in accordance with Article 11. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security by the Authority, provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Contract in accordance with Article 15. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Service Provider shall be entitled to an additional cure period of 30 (thirty) days for remedying the Service Provider's default, and in the event of the Service Provider not curing its default within such cure period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Contract in accordance with Article 15.

6.3 Release of Performance Security

The Performance Security shall remain in force and effect for the entire Term of the Contract and till six month after the Term of the contract. It shall be released after 180 (one eighty) days of the expiry of the Term or Extended Term of the Contract in accordance with this Contract.

ARTICLE 7

7. OBLIGATIONS OF THE AUTHORITY

7.1 Approvals

The Authority shall provide all required assistance and support to the Service Provider that may be required under law or otherwise for obtaining all Approvals which are required for the Authority to design, develop and maintain this Project. However, it is agreed and acknowledged by the Parties that the responsibility of obtaining all required Approvals shall be with the Service Provider, who shall obtain such Approvals in the name of the Authority. It is also acknowledged by the Service Provider that the Authority shall not in any way be responsible for the timely procurement of the Approvals so long as the Authority has provided its assistance as and when required by the Service Provider.

7.2 Existing Project Facilities

The Authority, in accordance with the terms and conditions set forth herein, shall provide seating space to service provider for the duration of the Term and, for the purposes permitted under this Contract, and for no other purpose whatsoever.

7.3 Authority's Representative

The Authority shall appoint a duly authorised representative ("**Authority's Representative**") to act on its behalf under this Contract. The Authority's Representative shall be such person whose name, address, contact number and designation have been provided by the Authority.

The Authority's Representative shall carry out the duties assigned to them, and shall exercise the authority delegated to them, by the Authority. Unless and until the Authority notifies the Service Provider otherwise by written notice, the Authority's Representative shall be deemed to have the full authority of the Authority under this Contract, except in respect of Clause 15 (Termination of the contract).

If the Authority wishes to replace any person appointed as Authority's Representative, the Authority shall, within 2 (two) days of such replacement, give the Service Provider notice of the replacement's name, address, duties and authority, and of the date of appointment.

However, it is acknowledged by the Service Provider that any action, omission or failure to take action on part of the Authority's Representative under this Clause 7.3 shall not in any way relieve the Service Provider from its obligations under this Contract.

7.4 Appointment of Committees, Agencies, etc.

The Authority at its discretion may constitute committees or appoint external agencies for the monitoring of performance, processing and verifying invoices/claims, handling disbursement of funds, etc. The Authority may from time to time appoint and reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the Service Provider and undertake various studies, investigation, inquiries, verifications, etc. as may be considered appropriate.

7.5 General Obligations

The Authority shall:

- (a) transfer Existing Project related documents and data to the Service Provider;
- (b) be responsible for payment of the Contract Fee as mentioned in Article 10 of this Contract;
- (c) provide necessary assistance in implementation of the Project;
- (d) on receipt of written communication from the Service Provider regarding achievement of each Phase of the Project, the Authority shall within fifteen days from the date of receipt of such communication, verify and issue a certificates for completion of each Phase to the Service Provider.

7.6 Payments

The Authority shall make payments to the Service Provider in accordance with Article 10 (Payment terms) in consideration of the Service Provider performing the Scope of Project and other obligations under this Contract.

ARTICLE 8

OBLIGATIONS OF THE SERVICE PROVIDER

8.1 General Obligations of the Service Provider

8.1.1 Performance of Scope of Project

The Service Provider hereby acknowledges and agrees that it shall design, develop and maintain Finance Management System forming part of the Scope of Project in accordance with this Contract, Schedule 1, Schedule 3, Schedule 5, Schedule 6 and Applicable Laws.

8.1.2 Project Facilities

- (i) Ownership of all the Project Facilities for the purposes of the implementation of the Project shall vest with the Authority.
- (ii) Ownership of software or its licenses and database as well as Intellectual Property Rights for the database generated shall vest exclusively with the Authority.
- (iii) The Service Provider has no right, title or interest or any form of ownership rights over any of the Project Facilities.
- (iv) The Service Provider shall ensure that all the Project Facilities that are deployed for the purpose of implementation of the Project, and shall be transferred in good working condition, upon the expiry of the Term or earlier Termination of the Contract, to Authority without any limitation and any additional burden, financial or otherwise on the Authority.
- (v) The Service Provider shall bear all costs and expenses relating to obtaining any user license or Approvals in favour of the Authority or for ensuring the due transfer of the Project Facilities to the Authority upon the expiry of the Term or earlier Termination of the Contract. The Service Provider shall ensure that all warranties and/or guarantees related to the Project Facilities that may be valid and existing at the time of expiry of the Term and/or earlier Termination of the Contract are also transferred to the Authority, as the case may be without any cost to the Authority.
- (vi) The Service Provider shall maintain an asset register of the Equipment Repair Centre (ERC) equipment, detailing the equipment and technology including software provided by the Authority, and also include in the asset register the equipment/software/technology procured by the Service Provider. The Service Provider shall inform the Authority, before scrapping or replacing any equipment. All such replacement shall be at the cost of the Service Provider. In such a case the said scrapped/replaced equipment shall be returned to the Authority. The asset register shall be suitably updated to reflect the present status of ERC equipment/technology/software and shall be presented to Authority whenever a change has been made.
- (vii) The Service provider need to bring all necessary equipment like laptop, desktop, printer etc. based on the project requirements. Cost related to all consumables (printer cartages, papers, stationary etc.) will also to be borne by Service Provider. The

implementation agency will provide electronic and hard copies of all materials developed during the assignment. Electronic files should be presented in common use software. As the data is sensitive, it has to be maintained in proper security system.

8.1.3 Compliance with Applicable Laws

The Service Provider is expected to know all the Applicable Laws related to its Scope of Project and its obligations under this Contract, and shall undertake the Project in accordance with the Applicable Laws.

The Service Provider shall comply with the terms and conditions of all Approvals in the performance of its obligations under this Contract. The Service Provider shall, at its own cost and expense, in addition to its obligations elsewhere set out in this Contract:

- (i) make or cause to be made, necessary applications to the relevant Governmental Instrumentality with such particulars and details as may be required for obtaining the required Approvals and obtain and keep in force and effect such Approvals in conformity with the Applicable Laws as are required to perform its obligations under this Contract; and
- (ii) procure as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Works.

The Service Provider shall submit to the Authority, copies of all such Approvals required to be obtained by the Service Provider and have been obtained by them.

8.1.4 Conduct

The Service Provider shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees, agents and the labour etc.

8.1.5 Labour and Other Statutory Compliance

The Service Provider shall in respect of employees/workers employed by it for execution of the Scope of Project, comply with all Applicable Laws and beneficial legislations for such employment, including but not limited to, all beneficial legislations, Contract Labour Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Compensation Act, 1923, Contract Labour (R&A) Act, 1970, Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and Child Labour (Prohibition and Regulation) Act, 1986 etc.

8.1.6 Co-operation

The Service Provider shall, as specified in this Contract or as instructed by the Authority, allow appropriate opportunities for carrying out work to:

- (a) the Authority's Personnel;

(b) any other Service Providers employed by the Authority; and

(c) the personnel of any legally constituted public authorities.

who may be employed in the execution of the Project or on the Site of any work not included in the Contract.

If, under the Contract, the Authority is required to give the Service Provider possession of any foundation, structure, or means of access in accordance with Service Provider's Documents, the Service Provider shall submit such documents to the Authority in the time and manner stated in the Authority's requirements.

8.1.7 Quality Assurance

The Service Provider shall ensure quality assurance in development Services and demonstrate compliance with the requirements of the Contract in accordance with the terms contained in this Contract. The Authority shall be entitled to inspect any aspect to ensure compliance of this provision. Compliance with this quality assurance provision shall not relieve the Service Provider of any of its duties, obligations or responsibilities under the Contract.

8.1.8 Training

The Service Provider shall carry out the requisite training of department's Personnel based on the project scope defined in Schedule 1, regarding the usage of FMS application including training in relation to the handling of database and other related software before the Final Commissioning Date. Service Provider shall undertake training and deployment of adequate qualified personnel as per requirement of the project.

8.2 Other Obligations of the Service Provider

8.2.1 The Service Provider shall, during the term of this Contract, perform its Scope of Project and all other obligations under this Contract consistent with the requirements set forth in this Contract and Applicable Laws, and the terms and conditions of the applicable Approvals. The details and particulars of the Scope of Project to be performed by the Service Provider under this Contract are specified in Schedule 1, Schedule 4, Schedule 5 and Schedule 6.

8.2.2 The Service Provider agrees to perform the Scope of Project and do all other things required/considered prudent so to do, in relation thereto, in accordance with the parameters set forth in Clauses 8.1 and 8.2. All employees, representatives engaged by the Service Provider in connection with the performance of its Scope of Project and obligations under this Contract will be under the complete control of the Service Provider and will not be deemed to be employees of the Authority, and nothing contained in this Contract or in any sub-contract awarded by the Service Provider will be construed to create any contractual relationship between any such employees, representatives or Sub-Service Provider and the Authority.

8.2.3 The Service Provider shall be solely responsible for all means, methods, techniques, sequences and procedures in connection with the performance of the Scope of Project and

obligations under the provisions of this Contract. Without limiting the generality of the foregoing, the Service Provider shall perform the Scope of Project:

- (a) in a continuous manner in accordance with the Project phasing activities in Schedule 2;
- (b) in its entirety, in compliance with Applicable Laws and the applicable Specifications, by using methods which are acceptable as per Good Industry Practice; and

8.2.4 The Service Provider shall also perform all services, not specifically stated in this Contract, but which:

- (a) can be reasonably inferred from this Contract as being required for the Project;
- (b) can be reasonably inferred in accordance with Good Industry Practice, that the performance or causing the performance of such works or service, was contemplated as part of this Contract; or
- (c) are necessary to enable the Service Provider to fulfil its obligations under this Contract,

in each case, as if such services were expressly mentioned in this Contract and the same shall be considered a part of its Scope of Project and shall be performed by the Service Provider, without any additional cost to the Authority.

8.2.5 Except as otherwise expressly provided in this Contract, the Service Provider agrees and acknowledges that it shall perform all its obligations and responsibilities under this Contract at its own risk, cost, and expense.

8.2.6 In the absence of any standard specification in relation to any part of its Scope of Project, the instructions/directions of the Authority/Authority's Representative regarding any specification, and compliance of the Applicable Laws shall be binding on the Service Provider provided such instructions/directions are necessary to meet the functional requirements specified in the Specification.

8.2.7 The Service Provider shall at all times take all precautions to maintain the health and safety of the Service Provider's Personnel, health and safety infrastructure and all necessary welfare and hygiene requirements in terms of the Applicable Laws and Good Industry Practice during the Term.

Care shall be taken by the Service Provider during the operation, maintenance and execution of the Services to avoid damages to the existing structures around the Site. He shall be responsible for repairing all such damages and restoring the same to the original finish at his cost.

8.2.8 **Ethics and Corrupt Practices**

The Service Provider acknowledges that the Authority and the Authority's Personnel have a longstanding reputation for honesty and integrity in their business dealings and for their policies promoting lawful and ethical behavior. The Authority is committed to upholding that reputation. The Authority's Personnel are prohibited from accepting bribes or kickbacks in

any form and further, are prohibited from accepting goods or services provided by a Sub-Service Provider, supplier or vendor for the personal benefit of the Authority's Personnel, his or her relatives, or any entity in which the Authority's Personnel or his or her relatives has a personal interest. This prohibition includes, but is not limited to the work performed on an Authority's Personnel's residence and applies regardless of whether the beneficiary of the goods or services pays for them. Therefore, if the Service Provider offers or provides a bribe or a kickback to any Authority's Personnel, or offers or provides goods and services to any Authority's Personnel, his or her relatives, or any entity in which the Authority's Personnel or his relatives has a financial interest, the Service Provider will be considered to be in material breach of the Contract.

The Service Provider shall ensure that it does not give or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

- (a) for doing or forbearing to do any action in relation to the Contract; or
- (b) for showing or forbearing to show favour or disfavor to any person in relation to the Contract,

and shall ensure that none of the Service Provider's Personnel, agents etc. gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this clause.

The Service Provider undertakes to inform the Authority of any action by any entity or person associated with the Site or the Services that the Service Provider believes violates any Applicable Laws, rule or regulation or any clause of this Contract.

The Service Provider's violation of any of the foregoing shall be considered as a Service Provider's default, and the Authority shall be entitled to its rights and remedies under the provisions of this Contract and Applicable Laws.

The Service Provider represents and warrants that the Service Provider and, to the best knowledge of the Service Provider after due inquiry, the Service Provider's Personnel are in compliance in all respects with all Applicable Laws in relation to the construction and performance of the Services.

The Service Provider represents and warrants, and undertakes to the Authority that the Service Provider (nor any of their directors, officers, agents or employees), nor to the best of knowledge of the Service Provider after due inquiry, none of the Service Provider's Personnel, is aware of, or has taken any action while acting on behalf of the Service Provider or vendors, directly and indirectly, that would result in a violation by such persons of any legislation in any jurisdiction dealing with bribery or corruption, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any domestic or foreign official, public authority, political party or official thereof or any candidate for any political office, in contravention of any legislation in any jurisdiction dealing with bribery or corruption.

The Service Provider represents and warrants, and undertakes to the Authority that the Service Provider has, to the best of knowledge of the Service Provider after due inquiry, the Service Provider's Personnel have conducted their businesses in compliance with Applicable Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

The Service Provider represents and warrants, and undertakes to the Authority that the Service Provider (nor any of their directors, officers, agents or employees) have not, and to the best of knowledge of the Service Provider after due inquiry, no director, employee, agent or any other person authorized by the Service Provider's Personnel, acting on behalf of the Service Provider has, directly or indirectly:

- (a) used any corporate funds (i) to offer or make any political contribution or gift for any purpose relating to any political activity that would be unlawful under Applicable Law; and (ii) offered or made any payment to any governmental official that would be unlawful under Applicable Law;
- (b) made any payoff, influence payment, bribe, rebate, kickback or payment to any governmental official (whether in the form of property or services, or in any other form), that would be unlawful under Applicable Law;
- (c) committed, offered or attempted to take any of the actions described in sub-sections (a) and (b) hereinabove.

The provisions of this Clause shall be incorporated into any Sub-contract the Service Provider enters into with the Sub-Service Provider, in connection with the performance of the Services.

8.3 Covenants of the Service Provider

8.3.1 Covenants of the Service Provider shall include:

- (i) The Service Provider agrees and undertakes to render Services and other work and services under this Contract with regularity throughout the Term of the Contract.
- (ii) The Service Provider shall be obliged to maintain the FMS and keep it in working condition and further deploy the Manpower required at its own cost and responsibility.
- (iii) The Service Provider shall duly maintain such records including log books as the Authority may require and furnish the same to the Authority in such manner and in such form as may be prescribed by Authority.
- (iv) The Service Provider agrees that it shall cooperate and shall be obliged to give all the requisite information and details to the Authority or any other designated representative of Authority for the purpose of verification of its claims.
- (v) The Service Provider agrees and undertakes to render services incidental to the Scope of the Project and conditions of work as contained in this Contract without any extra charges or

payment provided that the quantum of such extra work does not result in extra expenditure to the Service Provider.

- (vi) The Service Provider acknowledges and accepts that the technology including hardware and software that shall be financed, procured and/or developed by the Service Provider shall be provided to the Authority, free of cost, in accordance with the provisions of this Contract, for the purposes of using the said software for the Services.
- (vii) The Service Provider agrees that it shall ensure and shall not contest that all rights and interests of the Service Provider in and to the Project vest in the Authority during and after the Term of the Contract without any further act or deed on the part of the Service Provider or Authority.
- (viii) The Service Provider hereby covenants that it shall duly maintain the Project Facilities free and clear of all liens, claims, and encumbrances and it shall not at any time create any charge, lien or encumbrances whatsoever over the Project Facilities. The Service Provider shall maintain the Project Facilities in good condition.
- (ix) Service Provider hereby covenants that it or its Manpower shall not use the Project Facilities for any purpose other than for the purposes of this Contract.
- (x) The Service Provider acknowledges and accepts that response time for Services as contained in Schedule 3 is the performance indicator for the purposes of this Contract and is also the essence of this Contract. In case of breach of the said performance indicators as per Schedule 3, the Service Provider shall be liable to pay penalty in accordance with Schedule 3.
- (xi) The Service Provider has to ensure that the staffing norms mentioned in the Schedules are adhered to and reported to Authority or any other agency appointed by the Authority.
- (xii) The Service Provider agrees that Authority or its representative shall at all times have access to all the data pertaining to this Project.

ARTICLE 9

MANPOWER

- 9.1 The Service Provider acknowledges that it shall appoint and recruit Manpower as specified in Schedule 7 and impart adequate training to the Manpower for performance of all it's the obligations in accordance with the terms, conditions and covenants set forth in this Contract for the operation, maintenance and management of FMS. The Manpower appointed for operation of the FMS shall be the employees of the Service Provider or hired by Service Provider on contract and the Authority will not be liable for any acts of omission/ commission vis-à-vis the employee appointed by the Service Provider or hired by him on contract as the case may be. The qualification and experience of personnel has been given in Technical Evaluation Criteria in RFP Vol I. For resources to be proposed/ deployed on the project, ITD reserve the right to interview the candidate. The resource would be deployed on project after due approval of NHM only.

ARTICLE 10

PAYMENT TERMS

10.1 PAYMENT TERMS

The payment to the service provider will be made based on the Software development cost and OPEX cost incurred during the execution of the project.

10.1.1 Payment Schedule

The consideration provided in this Contract, for the Service Provider for executing the Scope of Project of this Contract and performing its obligations under this Contract shall be the full and comprehensive consideration paid on a monthly basis. The Contract Fee will be paid in accordance with this Article 10 and the Service Provider shall not directly or indirectly be entitled to any other sum either from the Authority, users of FMS or any other person, whatsoever.

Subject to the provisions of this Contract [including deductions against set off of liquidated damages as provided herein] and in consideration of fulfilment of obligations of the Service Provider to perform as provisioned in this Agreement, Authority shall pay the Service Provider for successful delivery of Services / Deliverables in pursuance of this Agreement. Further, Service Provider shall be fully responsible in meeting its payment obligations with its subcontractors. All payments to be made to the SP shall be inclusive of all levies, taxes and Authority shall not be liable to pay any levies. Service Provider should deal with what happens if there is change in taxes. The Contract Fee shall be inclusive of all applicable taxes and duties other than the Applicable Laws. The Goods and Services Tax (GST), if any, shall be payable by the Authority at the prevailing rate. All payments of the Contract Fee shall be made by the Authority to the Service Provider in INR. Subject to adjustments as provided under this Contract, the Authority shall pay amounts under each invoice directly to such bank account(s) of the Service Provider, as may be instructed by the Service Provider to the Authority. By way of illustration the payment may be released:

S. No	Deliverables/Milestones	Percentage of Fee
1	Requirements Gathering Report	5%
2	System Requirement Specification (SRS) Document	15%
3	Application Architecture & Database Design Document	
4	Test Cases/ UAT Cases	
5	Design and Development Status Report	10%
6	UAT & Sign-off	10%
7	Pilot run with Cloud Hosting and related minor changes	15%
8	TOT including training manuals	10%

9	Deployment and Go-Live	15%
10	Data Migration Log	
11	Operations and Maintenance	20% Quarterly payment of O&M fees after adjustment of penalties as applicable

10.1.3 The Service Provider shall be deemed to have satisfied themselves as to the correctness and sufficiency of Contract Fee after taking into consideration all unforeseeable difficulties and costs involved in executing its Scope of Project and obligations under this Contract. Unless otherwise stated in this Contract, the Contract Fee shall cover respectively all of the Service Provider's obligations under this Contract and all things necessary for the providing Services during the Term of the Contract.

10.2 Terms and procedure of payment of Contract Fee

10.2.1 All invoices and bills will be raised by Service Provider as per the Payment Terms and will become due for payment within thirty (30) days of presentation of invoices alongwith required approvals and supported documents.

10.2.2 The Authority at its discretion may appoint any other external agency for verifying invoices/claims, monitoring of processing and handling the disbursement of Payments or any other amount payable to the Service Provider etc.

10.2.3 Notwithstanding any verification made by the Authority or any external agency, if the invoices or claims made by the Service Provider are found to be incorrect, the Service Provider shall be liable to refund to Authority three times of the amount wrongly invoiced or claimed. This shall be without prejudice to the rights of the Authority to treat the Service Provider to be in material breach of this Contract and proceed against the Service Provider as specified in this Contract.

10.2.4 It is hereby agreed that damages imposed on the Service Provider in pursuance of Schedule 3 or any other amount payable by the Service Provider to the Authority shall be first sought to be adjusted against the payments or any other amounts payable to the Service Provider by Authority.

10.2.5 Only where no payment is payable by the Authority to the Service Provider or the due payment together with any other amounts payable to the Service Provider by Authority is less than the amount payable by the Service Provider, that such excess amounts and/or required deductions may be recovered through encashment of the Bank Guarantee.

10.2.6 The pro-forma of the invoice and the documents and details to accompany it, shall be mutually discussed and agreed to by the Parties, provided that the Service Provider shall at all times ensure that invoices are raised in accordance with the relevant provisions of Applicable Laws, so as to enable the Authority to avail credit of the taxes indicated in the said invoice.

10.2.7 In the event the Authority raises any objection to the invoices raised by the Service Provider, such matter shall be mutually discussed and settled in an amicable manner. Notwithstanding any such objection or dispute, the Authority shall make payment of the undisputed amount to the Service Provider within 7 (seven) days after receipt by the Authority of such invoice, and the disputed amount shall be paid immediately after the settlement, if required. Further, the Authority has the right to withhold the whole or part of any payment claimed by the Service Provider which, in the opinion of the Authority, is necessary for protection of the Authority from loss on account of claims against the Service Provider or failure by the Service Provider to make due payment to the Authority, employees or not having paid taxes, dues, fees, charges etc.

For the avoidance of doubt, it is clarified that if an invoice is not accompanied by the supporting documents or if the invoice amount is disputed or withheld for any reason by the Authority in accordance with the terms of this Contract, then such amounts of the invoice shall not be due and payable by the Authority, until the dispute is resolved or the supporting documents have been provided by the Service Provider, as the case may be. Further, the withholding of any amounts by the Authority pursuant to this Clause 10.2.13 shall not constitute an event of default for non-payment, on the part of the Authority under this Contract.

10.2.14 The submission of an invoice by the Service Provider shall be deemed to be a confirmation by the Service Provider that it has no additional claims, except as may already have been submitted in writing, for anything that has occurred up to and including the last day of the period covered by such invoice.

10.2.15 Each Party shall be responsible for respective taxes (including but not limited to income tax, service tax, excise duty, customs etc.) in relation to its obligations and Scope of Project under this Contract. The Authority shall withhold from payments to be made to the Service Provider, and pay to the relevant Governmental Instrumentality, any and all taxes, cess and levies required to be withheld pursuant to Applicable Laws and the Contract Fee shall be deemed to include such taxes, levies or cess. A certificate for such tax deducted at source would be provided by the Authority to the Service Provider immediately on deposit of such taxes with the relevant Governmental Instrumentality.

10.3 Taxes and Duties

10.3.1 In case the Service Provider desires income tax deduction as well as works contract tax at source at a lower rate, under any legislation, double taxation treaty, GST and/ or any advance ruling, then the Service Provider shall be responsible for obtaining the necessary authorization from the concerned tax authority authorising the deduction of tax at source at a lower rate/value and shall provide Authority with the original copy of such authorisation.

Statutory variation in taxes and duties or levy of new tax, will be to the Service Provider's account and shall be deemed to be part of the Contract Fee.

10.3.2 The Service Provider shall be fully responsible for meeting all tax obligations that legally vest upon the Service Provider and shall keep the Authority fully indemnified in this regard.

- 10.3.3 If the Authority is eligible for deemed export benefits, such benefits, to the extent applicable, would be passed on by the Service Provider to the Authority. The Service Provider will inform the Authority of the conditions required to be met/documents required to be submitted by the Authority in order to avail such benefits within reasonable timelines. Any rejection/ delay in availing such benefit, due to any default of the Service Provider, would be to the Service Provider's account and the Authority would be eligible for reimbursement of deemed export benefits.
- 10.3.4 The Authority shall deduct tax and issue the relevant certificates for tax deduction at source in accordance with Applicable Laws, from the payments made by the Authority to the Service Provider.
- 10.3.5 All the Parties to this Project shall obtain a tax registration number, GSTIN with the Indian tax authorities i.e. Permanent Account Number (PAN). In case any Party does not furnish its PAN, the payer shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.
- 10.3.6 Under this Contract, the Service Provider shall furnish the requisite documents and declarations which may be required by the Authority at the time of withholding tax on payments to be made.

10.4 **Change in Law**

10.4.1 **Definition of Change in Law**

"**Change in Law**" means the occurrence of any of the following after the Effective Date resulting in any adverse and material increase of recurring/non-recurring expenditure/cost by the Service Provider:

- (a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Applicable Laws (other than levy of additional/new taxes or change in the rate of applicable taxes), including rules and regulations framed pursuant to such Applicable Laws;
- (b) any change in the interpretation or application of any Applicable Laws (other than tax Laws) by any Governmental Instrumentality or any competent court of law having the legal power to interpret or apply such Applicable Laws;
- (c) the imposition of a requirement for obtaining any consents, clearances and permits which was not required earlier under Applicable Laws; or
- (d) any change required in the terms and conditions of the Contract prescribed for obtaining any consents, clearances and permits or the inclusion of any new terms or conditions for obtaining such consents, clearances and permits.

However, notwithstanding anything contained in this Contract, Change in Law shall not cover any change on account of any change in rate of taxes (including tax applied on the income or profits of a Service Provider) or change in tax as per Applicable Laws.

10.4.2 Relief for Change in Law

During the Term, for any claims made under Clause 10.4.1 above, the adverse and material impact of such change will be considered on reasonable effort basis for compensation by the Authority. The Service Provider claiming compensation for Change in Law shall provide to the Authority documentary proof of any increase in its contract price for establishing the impact of Change in Law.

10.4.3 Notification of Change in Law

If the Service Provider is affected by a Change in Law in accordance with Clause 10.4.1 and wishes to claim relief for such Change in Law, it shall give notice to the Authority of such Change in Law as soon as reasonably practicable but not later than [7 (seven)] days after becoming aware of the same. Any notice served pursuant to this Clause 10.4.3 shall provide, amongst other things, precise details of the Change in Law and its effect on the contract price and the execution of Works. After receiving the notice the Authority shall proceed to determine these matters and shall consult the Service Provider in an endeavour to reach an agreement. If the agreement is not reached, the Authority shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. The Authority shall give notice to the Service Provider of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination, unless the Service Provider gives notice, to the Authority, of its dissatisfaction with a determination within 14 (fourteen) days of receiving it. Either Party may then refer the dispute to be resolved in terms of dispute resolution mechanism set out in Clause 17.1 (Amicable Settlement) and 17.2 (Arbitration).

10.4.4 Payment on account of Change in Law

The manner of payment of compensation for any Change in Law will be mutually agreed by the Parties.

ARTICLE 11

KEY PERFORMANCE INDICATOR & PENALTIES

11 Key Performance Indicators

11.1 Without prejudice to the obligations specified in this Contract, the Service Provider shall operate the Services such that it achieves or exceeds the performance indicators specified in Schedule 3 ("**Key Performance Indicators**").

11.2 The Service Provider shall at all times procure that the Services complies with Key Performance Indicators as specified in this Contract and Schedule 3.

11.3 Liquidated damages for shortfall in performance

The Service Provider shall ensure and procure compliance of each of the Key Performance Indicators specified in this Article 11 and for any shortfall in performance, it shall pay Damages. The Damages due and payable under this clause shall be determined in accordance with Schedule 3. Liquidated damages will be capped to the 10% of Total Contract Value. If the instances of damages goes beyond 10% (ten per cent) damages as stated above, the Authority may initiate the termination process as per Clause 15.1.

ARTICLE 12

MAINTENANCE SERVICES

12.1 Maintenance Service

12.1.1 During the Term, the Service Provider shall maintain the Project in accordance with the Contract and if required, update, upgrade or otherwise make improvements to the FMS to comply with the provisions of this Contract and Applicable Laws and conform to the Specifications, and Good Industry Practice. The obligations of the Service Provider shall include:

- (a) permitting and providing a smooth and uninterrupted use of the Project;
- (b) undertaking routine maintenance of the Project including updates, upgrades, fixes etc. as may be required;

12.2 Maintenance Requirements

The Service Provider shall render off-site maintenance and support services to NHM for the FMS application. The Maintenance and Support Services will cover:

- 12.2.1 All software upgrades, modifications, enhancements that have to be provided to the Authority on request by the Authority
- 12.2.2 The Service Provider may from time to time release Updates/Upgrades/New releases and notify the Authority about the same
- 12.2.3 Enhancements would include changes in the software due to Statutory and Regulatory changes and changes required due to changes in industry and other practices in India
- 12.2.4 Upgrades would include software releases made by the Service Provider to incorporate technological changes, consolidating all bug fixes and enhancement requests made by the Authority
- 12.2.5 The Service Provider shall ensure that any future upgrades, modifications or enhancements shall not affect the current working of the application software with no impact
- 12.2.6 The Service Provider shall apply regular patches to the software including the operating system, databases and other applications as released by the Original Equipment Manufacturers (OEM's), for which the Authority will bear no additional costs
- 12.2.7 The Service Provider shall provide User support in case of technical difficulties in use of the software, answering procedural questions, and any other requirement
- 12.2.8 Prompt receipt, analysis and reporting of reported deficiencies in the operation of the software and supply of information and advice on such deficiencies
- 12.2.9 The Service Provider shall use its best efforts in fixing any program error. All Program Errors reported shall be with sufficient input data that generated the program error so as to enable the Service Provider to reproduce, verify and fix the reported program error. The Service Provider warrants that any or all program errors that are reported will be remedied.

12.3 Change Request

All change requests that may be required for any reason by the Authority shall be made in accordance with the procedures to be established by the Authority in this regard.

The Service Provider shall ensure nil downtime of software, prompt execution of customization and enhancement requirements, version control mechanism and also to develop smooth upgrades and version changes, ongoing training and feedback mechanism.

Change requests shall be considered only up to 25% of the contract value for any increase in scope of work.

12.4 Damages for breach of maintenance service obligations

- 12.4.1 In mutual consultation with the Authority the Service Provider shall provide a maintenance schedule with an agreed time for rectifying any maintenance related damages/repair for each maintenance type.

In the event that the Service Provider fails to rectify any defect or deficiency set forth in the maintenance requirements within the period specified therein, it shall be deemed to be in breach of this Contract and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured based on the service levels defined in contract. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Contract, including the right of Termination thereof.

- 12.4.2 The Damages set forth in Clause 12.4.1 may be assessed and specified forthwith by the Authority. The Service Provider shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

The maximum Damages on account of the default in terms of the Clause 12.4 shall be capped as per clause 11.3.

- 12.4.3 If the Service Provider fails to pay the amount of Damages within the said period of 7 (seven) days of its demand, the Authority shall be entitled to recover the said amount of the liquidated damages by invoking the Performance Guarantee. If the then Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the Service Provider to the Authority under this Clause 12.4, the Service Provider shall be liable to forthwith pay the balance amount. For avoidance of doubt it is clarified that this clause will survive the termination or expiry of this Contract.

12.5 Restoration of loss or damage to Project

Save and except as otherwise expressly provided in this Contract, in the event that the Project or any part thereof suffers any loss or damage during the Term from any cause whatsoever, the Service Provider shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Contract.

12.6 Authority's right to take remedial measures

In the event the Service Provider doesn't maintain and/or repair the Project or any part thereof in conformity with the maintenance requirements or the Maintenance Manual as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of notice from the Authority, the Authority shall without prejudice to its rights under this Contract including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Service Provider, and to recover its costs from the Service Provider. For the avoidance of doubt, the right of the Authority under this Clause shall be without prejudice to its rights and remedies provided under Clause 12.4.

ARTICLE 13

INSURANCE

13.1 Service Provider shall independently with respect to its Scope of Project under this Contract:

- (a) at its sole cost and expense, obtain, maintain and keep in full force and effect during the Term of this Contract including but not limited to insurance for Project Facilities, against injury to persons and damage to property etc.;
- (b) applicable insurance policies in accordance with the Applicable Laws, circulars issued by the Government of Uttar Pradesh, if any and Good Industry Practice. For avoidance of doubt all applicable insurances for the Services shall be obtained by the Service Provider or in the name of the Service Provider; and
- (c) during the Maintenance Period, the Service Provider is required to obtain and keep in force all the necessary insurances for its employees/ in terms of the Applicable Laws, circulars issued by the Government of Uttar Pradesh and Good Industry Practice.

13.2 Proof of Insurance

Service Provider shall provide to the Authority all certificates, documents and other proofs evidencing that the insurance which the Service Provider is obliged to procure under this Contract have been procured and are in full force and effect.

13.3 Deductibles

Any and all deductibles and all losses or damages in excess of the insured limits in the insurance policies required under this Contract shall be to the account of the Service Provider, unless otherwise expressly stated in this Contract.

13.4 Insurance Policy Cancellation

In case of cancellation of any insurance policy required to be carried by this Contract, or the insolvency, bankruptcy or failure of any such insurance company that has issued a policy hereunder, the Service Provider shall promptly notify the Authority and obtain new insurance policies in the amounts and coverage required hereby.

13.5 Alteration to the Policy Terms

The Service Provider shall not make or agree to any material alteration to the terms of any insurance policies without the prior approval of the Authority.

13.6 Insurance policies not to limit Service Provider's liability

The insurance policies required to be maintained by the Service Provider shall in no way affect, nor are they intended as a limitation of its obligation under the Contract.

13.7 Failure to obtain insurance

If the Service Provider fails to take out and/or maintain in effect the applicable insurances required under this Contract, the Authority may take out and maintain in effect any such insurances and may from time to time deduct from any amount due to the Service Provider under the Contract towards the premium of such insurances, or may otherwise recover such amount as a debt due from the Service Provider and the Monthly Contract Fee shall be adjusted accordingly.

13.8 Loss Payee

The Service Provider shall ensure that all such insurance policies obtained for the Project in terms of this Contract shall be endorsed in the name of the Authority and the Authority, Authority's Representative or the Committee/ agencies designated by the Authority, is named as the first loss payee in all insurance contracts effected by the Service Provider pursuant to this Article 13.

ARTICLE 14

FORCE MAJEURE

14.1 Affected Party

14.1.1 As used in this Contract, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence in the State of any or all of Non-Political Event, Indirect Political Event and Political Event respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Contract and which act or event (i) is beyond the reasonable control of the Affected Party; and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the Affected Party.

14.1.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting a Service Provider only if the Force Majeure event affects and results or inputs for Service Provider's Scope of Project.

14.2 Force Majeure

14.2.1 A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Good Industry Practices:

(a) **Non-Political Event:**

A Non-Political Event shall mean one or more of the following acts or events:

- (i) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (ii) strikes or boycotts (other than those involving the Service Provider or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting Services for a continuous period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event;
- (iii) any failure or delay on the part of an agent of the Service Provider but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such agent of the Service Provider;
- (iv) any judgement or order of any court of competent jurisdiction or statutory authority made against the Service Provider in any proceedings for reasons other than (i) failure of the Service Provider to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law

or Applicable Permit or of any contract, or (iii) enforcement of this Contract, or (iv) exercise of any of its rights under this Contract by the Authority;

- (v) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- (vi) any event or circumstances of a nature analogous to any of the foregoing.

(b) **Political Event:**

An Indirect Political Event shall mean one or more of the following acts or events:

- (i) Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Authority; or
- (ii) the unlawful, unreasonable or discriminatory revocation of or refusal to renew, any consents, clearances and permits required by the Authority to perform its obligations under any related agreement or any unlawful, unreasonable or discriminatory refusal to grant any other consents, clearances and permits required for the development/ maintenance of the Project, provided that a competent court of law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
- (iii) any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a competent court of law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down; or
- (iv) any event or circumstances of a nature analogous to any of the foregoing.

(c) **Indirect Political Event:**

- (i) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- (ii) radioactive contamination or ionising radiation originating from a source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or
- (iii) industry wide strikes and labour disturbances, having a nationwide impact in India; or
- (iv) any Indirect Political Event that causes a Non-Political Event; or

- (v) any event or circumstances of a nature analogous to any of the foregoing.

14.3 Force Majeure Exclusions

14.3.1 Force Majeure shall not include: (a) any event or circumstance which is within the reasonable control of the Parties, and (b) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- (i) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. required for the Services;
- (ii) Delay in the performance of any Sub-Service Provider appointed by the Service Provider or its agents;
- (iii) Non-performance resulting from normal wear and tear typically experienced in equipments;
- (iv) Strikes or labour disturbance at the facilities of the Affected Party;
- (v) Insufficiency of finances or funds or the Contract becoming onerous to perform; and
- (vi) Non-performance caused by, or connected with the Affected Party's:
 - (A) negligent or intentional acts, errors or omissions;
 - (B) failure to comply with an Applicable Laws; or
 - (C) breach of, or default under this Contract.

14.4 Notification of Force Majeure

14.4.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 12 (twelve) hours after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than 1 (one) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Contract. Such notice shall include full particulars of the event of Force Majeure including:

- (a) the nature and extent of each Force Majeure Event which is the subject matter for any claim for relief under this Article with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or shall have on the Affected Party's performance of its obligations under this Contract;
- (c) the measures which the Affected Party is taking or proposes to take for mitigating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim.

- 14.4.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Contract, as soon as practicable after becoming aware of each of these cessations.
- 14.4.3 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it has notified the other Party of the occurrence of the Force Majeure Event forthwith and in any event not later than 12 (twelve) hours after the Affected Party knew, or ought reasonably to have known, of its occurrence.
- 14.4.4 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular reports containing information of the event and such other information as the other Party may reasonably request from the Affected Party.
- 14.4.5 After the Effective Date, if any Force Majeure Event occurs, the dates set forth in the Project phasing activities i.e. Schedule 2, at the sole discretion of Authority, may be extended by a period for which effect of such Force Majeure Event subsists.
- 14.4.6 If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Contract by issuing a termination notice to the other Party without being liable in any manner whatsoever, and upon issue of such termination notice, this Contract shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such termination notice, either Party shall inform the other Party and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period in its sole discretion issue the termination notice.
- 14.4.7 The non-availability of the Manpower and/or other Project Facilities due to repair etc. shall not be considered as Force Majeure and it shall be the responsibility of the Service Provider to arrange for appropriate alternatives to maintain the services as stipulated in this Contract. It shall be entirely the obligation of the Service Provider to maintain the Manpower, application and other Project related services and working under this Contract.

14.5 Consequences of Force Majeure

- 14.5.1 Except as expressly provided in this Contract, no Party shall be in breach of its obligations pursuant to this Contract or otherwise liable to the other Party for any hindrance or delay in performance or non-performance of any such obligations if and to the extent that such hindrance, delay or non-performance is due to a Force Majeure Event.
- 14.5.2 If the Service Provider is prevented from performing any of its obligations under the Contract by Force Majeure of which notice has been given under Clause 14.4 (Notification of Force Majeure) and the services provided under this Contract are/ or will be delayed as a result, the Service Provider shall be entitled to an extension of Term (but not reimbursement of any associated cost) for any such delay.

14.6 **Optional Termination**

- 14.6.1 If the execution of the Scope of Project of a Service Provider in progress is prevented for a continuous period of 180 (one hundred and eighty) days by reason of Force Majeure of which notice has been given under Clause 14.4 (Notification of Force Majeure) (or for multiple periods which totals more than 180 (one hundred and eighty) days due to the same notified Force Majeure, then the Authority may give to the Service Provider a notice of termination of this Contract. If a termination notice is issued by the Authority pursuant to this Clause 14.6.1, the termination shall take effect 7 (seven) days after the notice is given. Upon such termination, the Authority will be required to release the Performance Security provided by the Service Provider, it being specified that the release will only be granted when all amounts payable by the Service Provider under this Contract to the Authority have been irrevocably paid in full. Upon such termination, the Authority shall pay to the Service Provider the amounts payable by the Authority for any services already carried out by the Service Provider in terms of the Contract.

ARTICLE 15

TERMINATION OF THE CONTRACT

15.1 This Contract shall terminate by efflux of time on the expiry of the Term.

15.2 The Authority may terminate this Contract for the following Events of Default and in relation to the Scope of the Project of the Contract Term, if the Service Provider:

- (a) is in material breach of this Contract and in case such breach is rectifiable and the Service Provider fails to cure such breach within a period of 10 days from the receipt of notice from Authority;
- (b) transfers or creates any encumbrance, charge or lien over any of the Project Facilities in favour of any person / agency;
- (c) transfers or fails to perform any of its obligations specified under this Contract;
- (d) collects fees in any form from the beneficiaries/users;
- (e) has failed to achieve the required milestones in accordance with Schedule 2 of this Contract and delay is more than 30 (Thirty) days for achieving any of the milestones;
- (f) has failed to comply with the performance indicators provided in Schedule 3 as per clause 11.3
- (g) fails to submit or does not maintain the Performance Security or comprehensive insurance as provided in this Contract;
- (h) is adjudged bankrupt or insolvent or a trustee or receiver is appointed for the Service Provider or for any of its property that has a material bearing on the Project;
- (i) petition for winding up of the Service Provider is admitted by a court of competent jurisdiction;
- (j) abandons the operations of the Project for more than 15 (fifteen) consecutive days without the prior consent in writing of Authority, provided that the Service Provider shall be deemed not to have abandoned such operation if such abandonment was as a result of Force Majeure Event and is only for the period when such Force Majeure Event is continuing;
- (k) repudiates this Contract or otherwise evidences an intention not to be bound by this Contract;
- (l) [Intentionally left blank]

(m) is in material breach of any of its obligations under this Contract.

15.3 If any of the events or circumstances mentioned in Clause 15.2, except sub Clause 15.2 (a), above has been caused by reasons solely attributable to the Service Provider, the Authority may by giving [14 (fourteen)] days' written notice to the Service Provider require it to cause rectification of the default, and if the Service Provider fails to rectify such default require within the next [30 (thirty)] days. In the event, the Service Provider is unable to rectify the said default within the 30 days' time period or any other extended period as may be agreed between the Authority and the Service Provider, the Authority can terminate the Contract with immediate effect by giving a notice as per Clause 18.3 and expel the Service Provider from the Site.

15.4 The termination of the Contract (or part of the Contract vis-à-vis the Scope of Project of the Service Provider) by the Authority shall not prejudice any other rights of the Authority against the Service Provider under the Contract or otherwise.

15.5 Consequences of Termination for Service Provider's default

Upon termination of the Contract (or part of the Contract) by the Authority vis-à-vis the Service Provider under Clause 15.2, the Service Provider shall immediately cease all the services, and if applicable, leave the Site, and submit all its Service Provider's Documents to the Authority. However, the Service Provider shall use its best efforts to comply immediately with any reasonable instructions included in the notice of termination (a) for the assignment of any Sub-contract, and (b) for the protection of life or property or for the safety of the Project.

Upon receipt of a notice of termination due to the Service Provider under this Contract, the Service Provider shall, to the extent legally possible and if Authority so requires, assign to Authority all its right, title and benefits (not obligations) under any sub-contracts between it and its sub-Service Providers (if any), including all warranties, performance guarantee or other continuing benefits arising under such Sub-contracts.

After termination, the Authority may complete the Service Provider's Scope of Project and/or arrange for any other entities to do so. Under such circumstance Service Provider need to hand over all project related documents, passwords, source codes, database, data, IPRs etc. to Authority. The Authority and these entities may then use any Service Provider's Documents and other documents made by or on behalf of the Service Provider to complete the project.

The Authority shall be entitled to enforce the Performance Security and recover the amount due to it in respect of such claim, damages, rights or remedy without prejudice to its rights.

15.6 Termination for Authority's Default

15.6.1 In addition to any other termination events described in the Contract, the Service Provider shall be entitled to terminate the Contract to the extent of its Scope of Project if:

- (a) the Service Provider does not receive any undisputed payment within [30 (thirty)] days after the Payment Due Date;
- (b) the Authority fails to perform any of its material obligations under this Contract or is in material breach of any obligations under this Contract;
- (c) the Authority suspends Service Provider's entire Scope of Project for a period of more than 180 (one hundred and eighty) days;
- (d) the Authority becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under Applicable Laws) has a similar effect to any of these acts or events.

15.6.2 In any of these events or circumstances, the Service Provider may, upon giving 30 (thirty) days' written notice to the Authority, and if the default is not rectified within the period of 45 (forty five) days, terminate the Contract.

15.6.3 The termination of the Contract by the Service Provider shall not prejudice any other rights of the Authority, under the Contract or otherwise.

15.7 Consequences of Termination for Authority's Default

15.7.1 After issuance of notice of termination pursuant to Clause 15.6, it shall: (a) cease to carry out further Services and/or Maintenance Services (except for such services as may have been instructed by the Authority for the protection of life or property or for safety of the Project) and deliver to the Authority, the part of the Services and/or Maintenance Services that have been completed by it until the date of termination; (b) transfer all right, documents, passwords, source codes, database, data, IPRs, title and benefit of the Project title and benefit of the Project (without any encumbrances), Approvals, right title and interest under any of the Project's contracts, sub-contracts, documents, etc.; (c) deliver and handover to the Authority, Service Provider's Documents prepared by it in relation to the Project; and (d) if applicable, arrange for removal of all its equipment, if any from the Site at its own risk and cost and cause all its employees, agent etc. to leave the Site.

15.7.2 Termination Payment due to termination for Authority's default

As soon as practicable after a notice for termination under Clause 15.6 has taken effect, the Authority shall immediately return the Performance Security, as the case may be, provided by the Service Provider and shall proceed to determine the balance amount of the Quarterly Contract Fee not already paid to the Service Provider for services performed in accordance with terms hereof, prior to termination. The Authority shall within 30 (thirty) days of such determination, pay the balance Quarterly Contract Fee to the Service Provider in terms of this Contract.

15.8 Release from performance under Applicable Laws

Notwithstanding any other provision of this Contract, if any event or circumstance outside the control of the Parties (including, but not limited to Force Majeure Event) arises which makes it unlawful for any Party to fulfil its contractual obligations under the Contract or which, under the Applicable Laws governing the Contract, entitles the Party to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Authority to the Service Provider shall be the same as under the optional termination of the Contract by the Parties under Clause 15.7.

15.9 Upon Termination for any reason whatsoever, the Authority shall:

- (a) be deemed to have taken encumbrance free possession and control of the Project forthwith;
- (b) take possession and control of all the Project related application/ hardware/ documents, passwords, source codes, database, data, IPRs, etc. in relation to the Project without any encumbrances.
- (c) be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering upon the Site or any part of the Project;
- (d) transfer, assign and/or deliver all Approvals to the Authority; and
- (e) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Service Provider in the Project, if any, including Service Provider' warranties in respect of any equipment and the right to receive outstanding insurance claims, to the extent due and payable to the Authority, absolutely unto the Authority or its nominee.
- (f) shall proceed to determine the balance amount of the Contract Fee not already paid to the Service Provider. The Authority shall within 30 (thirty) days of such determination, pay the balance Quarterly Contract Fee to the Service Provider in terms of this Contract.

15.10 Upon Expiry or earlier Termination of this Contract, the Service Provider shall:

- (a) notify Authority forthwith about the location and particulars of all Project Facilities; and
- (b) deliver forthwith the possession and control to Authority or any person designated by Authority of the Project in operable condition, free and clear of all encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Authority.

ARTICLE 16

INDEMNITY AND LIMITATION OF LIABILITY

16.1 Indemnity

16.1.1 Indemnification by the Service Provider

During the Term of this Contract, the Service Provider shall independently in relation to its specified obligations under this Contract indemnify and hold harmless the Authority, the Authority's directors, employees, personnel and its agents against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect or arising out of:

- (a) any and all actions, claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Service Provider or any Sub-Service Provider and their respective employees and damage to or destruction of any property or equipment of the Service Provider and its employees arising during or as a result of the performances or non-performance of this Contract from any cause whatsoever provided that this Article, unless attributable to any default of the terms and conditions of the Contract by the Authority, the Authority's directors, employees and its agents;
- (b) breach of the Contract by the Service Provider.

16.1.2 The Service Provider shall also indemnify and hold the Authority harmless, from any and all action, claims, suits and/or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against Authority whether that may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Contract.

16.2 Indemnity -Third Party

The Service Provider shall indemnify and hold the Authority harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any gross negligence, default or omission of the Service Provider or its employees/agents.

16.3 Non-Compliance with Applicable Laws

The Service Provider shall indemnify and hold the Authority harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against the Authority by reason of the failure of the Service Provider to comply fully with all Applicable Laws save to the extent such failure was caused by the gross negligence, default or omission of the Authority or its employees.

16.4 Indemnification by the Authority

During the term of this Contract, the Authority shall indemnify and hold harmless the Service Provider, its personnel, and its agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) bodily injury, sickness, disease or death, which is directly attributable to any negligence, wilful act or breach of the Contract by the Authority, the Authority's Representative, or any of its agents; and

16.5 Limitation of Liability

16.5.1 Neither Party shall be liable for loss of any profit/ contract nor for any indirect or consequential loss/ damage which may be suffered by the other Party under the Contract.

16.5.2 The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the contract value provided, however, that this limitation shall not apply to any liability for damages arising from (a) wilful misconduct or (b) indemnification against third party claims for infringement.

ARTICLE 17

DISPUTE RESOLUTION & GOVERNING LAW

17.1 Amicable Settlement

- 17.1.1 Save where expressly stated to the contrary in this Contract, any dispute, difference, controversy of whatever nature or claim arising out of or relating to this Contract (whether in tort, contract, under statute or otherwise), including incompleteness of the Project or any question regarding its existence, validity, interpretation, breach or termination and so notified in writing by either Party to the other (the "**Dispute**") shall in the first instance be attempted to be resolved amicably between the Parties amicably in accordance with the conciliation procedure set forth below.
- 17.1.2 Either Party may require such Dispute to be referred to a director of each Party, for amicable settlement. Upon such reference, the directors of the Parties shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to arrive at an amicable resolution of the Dispute.
- 17.1.3 If, after such meeting between the Parties in accordance with Clause 17.1.2, the Dispute is not amicably resolved pursuant to the above as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the dispute shall be referred to adjudication by the Arbitrators.

17.2 Arbitration

- 17.2.1 All disputes referred to arbitration by any Party in accordance with terms of this Contract, shall be finally resolved by arbitration panel consisting of three arbitrators, one each to be appointed by each Party within 15 (fifteen) days from the date of issuance of notice of arbitration by any Party and the third arbitrator to be jointly appointed by the two arbitrators appointed by the Parties within 15 (fifteen) days of appointment of second arbitrator.
- 17.2.2 The venue of the arbitration shall be Lucknow, Uttar Pradesh. The language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act ("**Arbitration Act**") and the Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi ("**Rules**"), which Rules are deemed to be incorporated by reference in this Article 17.
- 17.2.3 The Parties shall ensure that any arbitrator appointed to act under this Clause 17.2 will agree to be bound to certain confidentiality obligations with respect to the terms of the Contract and any information obtained during the course of the arbitration proceedings.
- 17.2.4 The arbitrators shall issue a reasoned Award.

17.2.5 The Parties undertake to carry out any decision or award of the arbitrators (the "**Award**") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.

17.2.6 The Parties agree that an Award may be enforced against the Service Provider and/or Authority, as the case may be and their respective assets wherever situated.

17.2.7 This Contract and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

17.3 Continuance of Performance

Performance of this Contract shall continue during any dispute resolution process referred to in this Clause 17.2.

17.4 Governing Law and Jurisdiction

The Contract shall be construed and interpreted in accordance with and governed by the laws of India, and subject to the provisions of Article 17, the courts at Lucknow shall have exclusive jurisdiction over Disputes arising out of or relating to this Contract.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 Confidentiality

18.1.1 Confidential Information

All information or documentation provided by any Party to the other Party for the development of the Project in terms of this Contract, as well as the terms and conditions of this Contract (collectively "**Confidential Information**"), shall be considered as confidential and except as otherwise provided herein, may not be disclosed to third parties without the prior written consent of the disclosing Party, provided that any Party may grant access to the Confidential Information to (a) its employees and authorized agents, vendors, representatives and agents which access is necessary to fulfil the terms of this Contract, (b) the financing parties and (c) potential investors, lenders or partners in the Project (including its advisors, attorneys, consultants Service Provider and other designees), who shall be bound by the terms of this confidentiality arrangements.

18.1.2 Exclusions from Confidential Information

The Confidential Information shall not include information that (a) the receiving Party can demonstrate as rightfully in its possession prior to receiving it from the other Party; (b) is or becomes publicly known through no act omission or commission of the receiving Party; (c) is approved for release by written authorization of the disclosing Party; (d) is required to be disclosed by the receiving Party pursuant to legal requirements applicable to it or a legal process (so long as prior to furnishing such Confidential Information, the receiving Party notifies the disclosing Party and gives the disclosing Party the opportunity to object to the disclosure and/or to seek a protective order); provided, however, that any Confidential Information required to be so disclosed shall retain its confidential status for all other purposes; or (c) has been rightfully furnished to the receiving Party without any restriction on use or disclosure and not in violation of the rights of the other Party.

18.1.3 Survival of confidentiality obligation

The confidentiality obligations under this Article 18 shall remain in force and effects from the Effective Date and until 24 (twenty-four) months after termination of this Contract.

18.2 Intellectual or industrial property rights

The Service Provider shall be responsible to ensure that there is no infringement of any all intellectual or industrial property rights covering materials, materials, equipment, Aquatic Species, Specialized Components or process used in the execution of the Works in terms of this Contract. The Service Provider shall alone be liable for any damage or claim for such infringement and shall keep the Authority indemnified in that regard. The Service Provider shall, at its own cost and expenses, defend all suits or proceedings that may be instituted for alleged infringement of any such intellectual or industrial property rights. In the event of any suit or proceedings instituted against the Authority, the same shall be defended at the cost and expenses of the Service Provider who shall also satisfy/comply the decree, order or award made against the Authority.

18.3 Notices

Any notice or other communication to be given under this Contract must be in writing and may be delivered or sent by post, fax or email to the Party to be served at its address as follows:

To Authority at:

[●]

Fax: [●]

E-mail: [●]

Attention: [●]

To the Service Provider at:

[●]

Fax: [●]

Email: [●]

Attention: [●]

or at such other address, fax number or email address as such Party may have notified to the other Party in accordance with this Clause 18.3.

18.4 Authority's Instructions

The Authority may issue to the Service Provider instructions which may be necessary for the Service Provider to perform its obligations under the Contract. Each instruction shall be given in writing and shall state the obligations to which relates and the Sub-clause (or other term of the Contract) in which the obligations are specified. If any such instruction constitutes a Variation, Clause 12.3 shall apply.

18.5 Assignment and Novation

The Service Provider cannot assign its rights and obligations under this Contract to any person.

18.6 Amendments

No purported alteration or amendment of this Contract shall be effective unless it is in writing, refers specifically to this Contract and is duly executed by each of the Parties to this Contract.

18.7 Entirety

This Contract and together with the other contract documents and the schedules constitute complete and exclusive statement of the terms of this Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Authority and executed by the person expressly authorised by a resolution of Authority in this behalf.

18.8 No waiver

18.8.1 No waiver by any Party of any default or defaults by the other Party in the performance of any of the provisions of the Contract:

- (a) shall operate or be construed as waiver of any other or further/ subsequent default or defaults or of other provisions of or obligations under this Contract;
- (b) shall be effective unless it is in writing and is duly executed by the authorized representative of such Party; and
- (c) shall affect the validity or enforceability of this Contract in any manner.

18.8.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms and conditions of the Contract nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Contract, which shall remain in full force and effect.

18.9 Severability

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

18.10 Relationship of the Parties

The Service Provider is appointed by the Authority as independent Service Provider dealing at arm's length, and this Contract shall not be interpreted or construed to create an association of persons, joint venture or partnership between the Parties or to impose any partnership, obligation or liability upon any Party. Notwithstanding anything contained in this Contract to the contrary, it is clarified that the intention of the Parties is not to carry on the business in common. Though there would be coordination between the Parties/Service Provider to ensure that the Project is completed within the agreed time frame, each Party/Service Provider shall be responsible for its identified Scope of Project in the Contract and expressly agrees to bear its own losses and retain all the profits arising from the performance of its Scope of Project. Each Party/Service Provider is individually responsible for employing capital and resources in executing individual Scope of Project and there exists no pooling of common assets/ resources and as corollary be independently responsible with respect to commercial risks associated with performance or negligence/ or breach relating to individual Scope of Project.

18.11 Successors and assigns

This Contract shall be binding upon, and inure to the benefit of the Parties and its successors and permitted assigns.

18.12 Counterparts

This Contract may be executed in any number of counterparts, whether signed originally or reproduced by facsimile, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

18.13 Language:

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

18.14 Exclusion of Implied Warranties etc.

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Contract between the Parties or any representation by either Party not contained in a binding legal Contract executed by both Parties.

ARTICLE 19

DEFINITIONS

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract;

"Approvals" means any authorization, clearance, license, no-objection certificate, exemption, privilege, approval, registration, permit, waiver, acknowledgement, agreement, or concession required to be obtained from or provided by any Governmental Instrumentality relating to the development, execution, operations and the Works or to the performance by Service Provider of any obligations under this Contract;

"Authority" means the National Health Mission;

"Authority's Personnel" shall mean representatives from National Health Mission or any representative appointed by NHM

"Authority's Representative" shall have the meaning set forth in Clause 7.3;

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time

"Area of Operation" shall mean the entire State of Uttar Pradesh inclusive of 18 divisions/75 districts of the State and any new district(s) carved out of existing district(s);

"Bank Rate" means the means the floor rate of interest announced by the State Bank of India for all its lending operations;

"Bid" shall mean the bid submitted by the Selected Bidder pursuant to the RFP;

"Bid Security" means the security provided by the Service Provider to the Authority along with the Bid in a sum of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only/-), in accordance with the Bid documents, and which is to remain in force until substituted by the Performance Security;

"Change in Law" shall have the meaning set forth in Clause 10.4;

"Commencement Date" shall mean the date on which the Authority certifies Go – Live of project as detailed in Schedule 2

"Confidential Information" shall have the meaning set forth in Clause 18.1.1;

"Contract" shall include this Contract; all Schedules hereto; the terms contained in the Request for Proposal as amended and clarified by Authority till the submission of the bid by the interested parties; the LOI dated [●]; the related agreements, inter-alia, including Performance Security, undertaking and other instruments furnished by the Service Provider and the memorandums signed between the Service Provider and Authority from time to time in terms of this Contract in regard to the Area of Operation and other matters, manner and method for implementation of the Project;

"Damages" shall mean the damages payable by either Party to the other of them, as set forth in this Contract, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;

"Dispute" shall have the meaning set forth in Clause 17.1.1;

"Effective Date" means the date of execution of this Contract;

"FMS" shall mean the Financial Management System inclusive of the scope of services as specified in Schedule 1;

"Encumbrances" means, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities;

"Final Commissioning Date" shall mean the date on which the Authority certifies completion of Pre-Go Live Phase of the Project as detailed in Schedule 2;

"Facility Management Services" shall mean the set of services provided by Service Provider during operations and maintenance phase based on the requirements specified in Schedule 1;

"Force Majeure/Force Majeure Event" shall have the meaning set forth in Clause 14.2;

"Good Industry Practice" means the exercise of that degree of skill, diligence efficiency, reliability and prudence and those practices, methods, technical specifications and standards of equipment, safety, services and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced Service Provider engaged in activities similar to the Works and/ or Maintenance Services required to be carried out under this Contract;

"Governmental Instrumentality" means the Government of India, Governments of state of Uttar Pradesh, and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body of India;

"INR" means the Indian Rupees;

"Indian Standard Time" means the time observed throughout India;

"Intellectual Property Right" shall mean all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world; ;

"LOI" means the Letter of Intent dated [●], issued to the Service Provider to establish the Project;

"Manpower" shall mean any or all employees, personnel, staff of the Service Provider whether sourced from outside or on the payroll of the Service Provider;

"Maintenance Period" shall mean two years from date of Go-Live;

"Maintenance Services" means all things or tasks which the Service Provider is, or may be, required to do to for the regular maintenance and upkeep of application including but not limited to of the application of upgrade, updates, bug fixes etc.;

"Payment Due Date" shall have the meaning set forth in Clause 10.2.1;

"Performance Security" shall have the meaning set forth in Clause 6.1;

"Project" means design, development and maintenance of Financial Management System (FMS);

"Project Facilities" shall mean and include the infrastructure installed by Service Provider for delivery of FMS;

"Rs." or "Rupees" means Indian Rupees, the lawful currency of India;

"Services" means Scope of the Project to be undertaken by the Service Provider, as specified in Schedule 1 and this Contract;

"Service Provider" shall mean a company incorporated under the Companies Act, 1956/2013 to execute this Contract and undertake the Project and includes its respective legal successors and assigns;

"Service Provider's Personnel" means the Service Provider's Representative and all other personnel whom the Service Provider utilise on Site, who may include staff, labour and other employees of the Service Provider and each Sub-Service Provider, and any other personnel assisting the Service Provider in the execution of the entire Works;

"Staff Training documents" means documents related to training of staff and personnel;

"State" shall mean the State of Uttar Pradesh;

"Specifications" means the technical requirements set out in Schedule 1,4, 5 and 6;

"Term" shall have the meaning ascribed to it under Article 5 and shall include Extended Term, if any; and

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have executed this Contract as of the date first set forth above.

EXECUTED by acting by the Authority [Insert)
Name], a [●] in the presence of:)
)
) Mission Director

Witness's Signature:

Name:

Address:

EXECUTED by. acting by the Service)
Provider [Insert Name], a director)
in the presence of:)
) Director

Witness's Signature:

Name:

Address:

1. SCHEDULE 1 – SCOPE AND CONDITIONS OF WORK

Scope of Work

This section summarizes the overall scope of work that needs to be executed by the selected implementation agency.

1.1 Project Requirements

The RFP envisages the following components of work to be executed by a competent implementation agency in order to fulfil the objectives of the proposed financial management system:

1. Design and development of the financial management system
2. Implementation of the financial management system according to performance metrics and conformance to industry standards including its testing
3. Hosting of the financial management system over cloud
4. Training of users for effectively using the system
5. Operations and maintenance of financial management system for a period of two years from the date of Go-Live
6. Adherence to implementation plan and governance structure as per Schedule 7

1.2 Proposed Solution

The proposed system is being developed to overcome difficulties posed by current system as well as facilitate reporting, performance management and control.

1.2.1 System characteristics

The system should have following characteristics:

- a) Integrated system: The system should cover all activities of budgeting, accounting, physical progress, performance management and reporting in an integrated manner.
- b) Centralised system: The application software and the database for all accounting and program activities should be centralized.
- c) On-line accounting system: The system should be an on-line accounting system with access to program managers and account managers to carry out their transactions. The system should be robust, reliable, trustworthy, ease to use and secured facilitating on-line audit.
- d) Public Financial Management System: The system should facilitate integration with PFMS using web services/suitable mechanism to ensure that data is captured at once and at source. The system should also be able to update relevant masters from PFMS for use in the accounting system.
- e) MDDS standards¹: The system should comply with Meta Data and Data Standards of Ministry of Health & Family Welfare, Govt. of India.
- f) FMR Code handling: FMR codes are changed in different financial years at GoI level. The system should be capable of mapping an activity with different FMR code in different financial years.

¹ <https://mohfw.gov.in/acts-rules-and-standards-health-sector/standards-health-sector>

- g) Masters Management Control: All masters are managed from the central location. Any requirement of master data may be requested by the accounting unit to the central location on-line and responded on-line after carrying out the activity
- h) Users Management Control: All users are provided due access to the system by authorised super-users at central and district level
- i) Number of users: There will be around 3000 accounting units/program units carrying out transactions through this system. In addition, there will be around 300 users with view rights only
- j) Application is to be designed using open source software / tools. While finalizing the project solution and architecture, policy of Government of India on adoption of open source software issued by DeitY vide F. No. 1(3)/2014-EG is to be considered
- k) Use of digital signatures: Digital signatures shall be used for different activities. Initially, Audit module shall use digital signatures.
- l) Interface with other systems: The system should be able to interface with other systems in use/developed in future which have financial transactions through PFMS/accounting system, like procurement of drugs & medicines, payment of salaries to employees, portal of Directorate of Treasuries - Koshvani, portal of UPSACS, etc.
- m) Dashboard: The system should have appropriate dashboards for different stakeholders of the system.
- n) Output reports: Output reports from the system should be generated in different formats – printable version, PDF, XML, Excel, etc. as appropriate. Reports shall indicate the date & time of printing and login from which printed on each page.
- o) SMS/email reports – Provision for Daily, Monthly and Quarterly Balance Score Card through email to top management/senior officers. Exception reporting through SMS to senior officers.
- p) Alerts: Alerts shall be generated for escalation of pending transactions/activities through the system (at the time of login) as well as SMS/email.
- q) Helpdesk: To provide support to users while performing transactions and using the system. Primarily, it will be an on-line system through which the users shall be able to lodge their issue and get it resolved.
- r) Alerts on features/changes in the system: Alerts should be shown to users on changes in the system at the time of login as well as through email, if any feature is added/changed in the system
- s) Security audit: The security audit of the system shall be carried out by STQC or any other designated agency by NHM to enable it to be used for on-line audit and reporting system
- t) For every transaction entered in the system, following shall be stored in the row:
 - Row Creation Date, time, userid, IP of the system
 - Row Updation Date, time, userid, IP of the system
 - Row Deletion Date, time, userid, IP of the system
 - Office and Location to which the transaction pertains to

A posted transaction shall neither be deleted nor updated

- u) In case, a Master Row ceases to be used, it will not be physically deleted. Rather it will be marked for deletion and shall not appear for selection for entry of a new transaction. However, it will be accessible for printing a report for the relevant period
- v) The application should be supported by latest browsers of IE, Firefox and Chrome.

1.2.2 Categories of users of the system

There will be different types of users of this system. These users can be categorized into following:

- Program Managers/Officers: to perform transactions and view reports
- Account Managers: to perform transactions and view reports
- System administrator/Super users: to manage and monitor the system, master data control, users and troubleshooting
- Helpdesk: to provide support to users in using the system and co-ordinate between users and system administrator
- Auditors: for audit of accounts
- Senior officers: to approve transactions and view MIS reports
- Top management – Mission, Directorates, GoUP and Gol: for performance management
- Public view – to view performance.

Roles, privileges and information domain shall be developed based on the accounting/program unit, responsibility and duration of work.

Reports shall be prepared on usage of the system by users of different accounting/program units for self-review as well as review by superior officers – like login to the system and pending activities like un-posted transactions, approval of transactions, End of the month activity, End of the year activity, etc.

1.2.3 Program/Accounting Units and Operating environment

There are two types of Units which will be performing transactions using this system. These are:

- Program Units: Program Units are responsible for progress of the activities proposed under the FMR code. They take care of the activities, physical progress and expenditure under the activity. They are located at SPMU, DPMU, Blocks, Directorate of Medical & Health, Directorate of Family Welfare, CMO Offices, District Hospitals, Medical Colleges and other Facilities.
- Accounting Units: Accounting Units are responsible for making payment using PFMS and accounting of financial transactions.

Program Units shall use this system to enter DHAP, Activity Plan, Physical targets and achievements, utilization certificates, procurement, planning and budget control.

The system shall be a web based system with centralised application and database. Users shall access the system through a web browser. Users need to have a computer and an internet connection to use the system.

1.3 Detailed Description of Activities

The RFP envisages the following components of work to be executed by a competent implementation agency in order to fulfil the objectives of the proposed financial management system:

1.3.1. Design and development of the financial management system

a) Project initiation:

- i. The Service Provider shall prepare an Integrated Project Plan for the entire project that covers detailed tasks which are intended to be performed, as part of this project.
- ii. The Service Provider shall also deploy the team as per the deployment plan envisioned for this project.
- iii. The acceptance of the integrated project plan by NHM and mobilization of the team is necessary before proceeding to next stage of project

b) Detailed requirements for the financial management system:

- i. A detailed assessment of existing gaps within the current system was conducted. Basis the assessment, the envisaged functional requirements for the key processes for the proposed financial management system has been provided in Schedule 5 of this RFP
- ii. While Schedule 1 provides a detailed description of the requirements, key features of the financial management system are as follows:
 - a. The system should be an on-line accounting system with access to program managers and account managers to carry out their transactions.
 - b. The system should be robust, reliable, trustworthy, easy to use and secured and should facilitate on-line audit.
 - c. The system should be able to handle around 3000 accounting units/program units which will be carrying out transactions through the system. In addition, there will be around 300 users with view rights only.
 - d. The financial management system shall be used at all accounting units of NHM, by accounting users and program users, at following locations:

Center/Location	Total number of centers
SPMU	1
Directorate of Medical & Health, U.P.	1
Directorate of Family Welfare, U.P	1
DPMU	75
BPMU	820 blocks
Medical College	15 colleges
District Hospitals	175 hospitals
Divisions	18
Training Centres	13 (including headquarters)

In addition to the above, there are other facilities and additional users of Government of U.P, Gol. Detailed requirements are provided in Schedule 4, Schedule 5 and Schedule 6.

c) Integration

The system should cover all activities of budgeting, accounting, physical progress, performance management and reporting in an integrated manner. Furthermore, the proposed system should be integrated with PFMS for accounting of all payments made through PFMS using web services/suitable mechanism to ensure that data of accounting and PFMS is captured in one instance. The system should also be able to update relevant masters from PFMS for use in the accounting system

In addition to PFMS, the system should also be integrated with other software as well. Indicative list of such software are as follows:

Software	Key information
Drug & Vaccine Distribution Management System (DVDMS)	<ul style="list-style-type: none">- Purchase orders placed by a unit from NHM funds and other funds- Rate contracts available- Stock of medicines/items- Payments made
Koshvani	For integrated financial dashboard of Department of Medical, Health & Family Welfare covering State budget, NHM, UPHSSP, UPSACS, etc. for a unit, district, Division and State
HMIS	For display of expenditure against performance in HMIS for different activities
Manav Sampada	To link payment against salary and number of employees posted
Infrastructure	system should have a module to capture monthly progress of infrastructure projects in terms of physical progress, financial progress, geo-tagged photograph of the site and reports
ASHA Incentive Application	ASHA Incentive from ASHA Soft application to generate accounting voucher and making payment through PFMS

d) Accounting for all financial transactions

The proposed system should be capable of accounting for all financial transactions with the following provisions:

- Provision for financial year wise login to the system and restriction of transactions for the logged in financial year only; no permission to alter or add a transaction, once a financial year is closed.
- Reports of closed financial year/s can be viewed
- Distinction of payment either from RoP or Committed Fund
- Contract milestone, wherever applicable; mapping of vendor/party with contract.
- Budget control as per accounting unit, FMR code and RoP/Committed
- TDS and GST calculation with monthly Section-wise TDS/GST deposit sheet (currently, GST is not handled)
- Books of Account and Trial Balance
- Automated bank reconciliation with provision for interactive matching of un-reconciled entries

- Annual financial statement of affairs/provisional financial statement of affairs as and when required
- Alteration or deletion of posted transactions should not be permitted
- Entry of physical progress, wherever applicable
- Provision to attach scanned copy of purchase order/bill

e) Capturing information

The proposed system should be able to capture various pieces of information provided as follows:

- Capturing of Record of Proceedings (RoP), preparation/capturing of District Health Action Plan and preparation/capturing of Block Health Action Plan;
- Capturing of Grants from Govt. of India, release of GoI and GoUP share to State Health Society and related reports;
- Capturing of concurrent/statutory audit schedule, its adherence, on-line indication of audit observations, audit report generation and on-line compliance reporting with provision for use of digital signatures;
- Capturing release of funds for different programs at State, District, Blocks, District Hospitals, Medical Colleges, etc.;
- Capturing Tender/Quotation/Contract details including milestones and payments terms;
- Capturing Computation of Committed fund at Block level, its updation and consolidation at District level and finally at State level;
- Financial Management Report (FMR) Codes management in terms of mapping with the previous years' FMR codes; centralized management of Chart of Accounts and FMR Codes for all units;
- FMR Codes and Account Heads shall be mapped with Object Codes of Directorate of Treasuries to prepare financial dashboard for the entire department.

f) Reporting and Dashboards

The proposed system should be able to provide authorized users with access to various reports as follows:

- Reporting from different modules as and when required for a unit, district, division and State – for a period on different sort order;
- Reports should be available in printable version, PDF, XML, Excel, etc. as appropriate;
- Reports shall indicate the date & time of printing and login from which printed on each page. Indicative list of reports defined in Schedule 5.
- Users should be able to view reports for multiple financial years;
- Furthermore, the proposed system should have appropriate dashboards for different stakeholders of the system; Dashboards should be developed in a drill down manner.

g) User & Access Management

- The system should have an authentication feature which allows super users at central and district level to grant due access to all users of the system

h) Alerts & Notifications

- Alerts shall be generated for escalation of pending transactions/activities through the system (at the time of login) as well as SMS/email.

- Alerts should be shown to users on changes in the system at the time of login as well as through email, if any feature is added/ changed in the system.
- The system should have a provision for Daily, Monthly and Quarterly Balance Score Card through email to top management/senior officers. Furthermore, there needs to be exception reporting through SMS to senior officers.
- The application software and the database for all accounting and program activities should be centralized
- The system and database shall be based on the open platform
- The system should comply with Meta Data and Data Standards (MDDS) of Ministry of Health & Family Welfare, Govt. of India .All masters are managed from the central location. Any requirement of master data may be requested by the accounting unit to the central location on-line and responded on-line after carrying out the activity.
- In case, a Master Row ceases to be used, it will not be physically deleted. Rather it will be marked for deletion and shall not appear for selection for entry of a new transaction. However, it will be accessible for printing a report for the relevant period.
- For every transaction entered in the system, following shall be stored in the row:
 - Row Creation Date, time, user id, IP of the system
 - Row Updation Date, time, user id, IP of the system
 - Row Deletion Date, time, user id, IP of the system
 - Office and Location to which the transaction pertains to
- The system should maintain an Audit trail for all transactions
- The system should have appropriate security audit clearance (security audit certificate from government empanelled agency or private agency)
- Use of digital signatures: Digital signatures shall be used for different activities. Initially, audit module shall use digital signatures.

1.3.2. Implementation of the financial management system according to performance metrics and conformance to industry standards including its testing

(a) Compliance to standards

- The implementation agency shall ensure standard formats for displaying, calculating, and transmitting data
- The implementation agency must ensure that financial management system components adhere to flexibility, usability, availability, manageability, and security and integration standards
- The implementation agency shall ensure adherence to all relevant e-Gov standards defined by Government of India (GoI) from time to time

(b) Testing

- A thorough testing is proposed for the financial management system as per standard process defined hereunder. NHM requires thorough and well-managed test methodology to be conducted. The Service Provider must build up an overall plan for testing and acceptance of the system. The implementation agency is required to incorporate all suggestions/feedback

provided after the elaborate testing of the financial management system, within a pre-defined, mutually agreed timeline.

- The implementation agency must undertake the following:
 - Outline the methodology that will be used for testing the system
 - Define various levels or types of testing that will be performed for the system
 - Provide necessary checklist/documentation that will be required for testing the system
 - Describe any technique that will be used for testing the system
 - Describe how the testing methodology will confirm to requirements of each of the
- The IA shall conduct various type of testing on the new build/package before releasing it for deployment on the production environment according to standard Software Testing Life Cycle (STLC). These tests shall include unit testing, system testing, security testing, stress testing, reliability testing, performance testing, audit trail, multi-user capability, volume test, system integration testing, compatibility and configuration testing, GUI testing etc.
- The test documentation shall include test procedures, test data and test results should be documented. Errors detected during testing should be logged, classified, reviewed, and resolved prior to release of the software. Software error data that is collected and analyzed during a development life cycle may be used to determine the suitability of the software product for release and installation. Test reports should comply with the requirements of the corresponding test plans.
- The acceptance tests must demonstrate that the Implementation Agency has met each and every requirement specified in the RFP and has delivered an effective operational system.

(c) User Acceptance Testing (UAT)

NHM will form different user groups which shall be headed by a competent officer appointed by NHM for the purpose of UAT. These user groups would test the application for the functionality, reliability and all other related tests based on the test cases prepared by Service Provider. Once the users are completely satisfied with the application, Implementation Agency should take a formal sign off from the competent officer appointed by NHM for acceptance of each module. Based on the sign off and user feedback, NHM or any representative appointed by NHM would issue UAT certification to the Implementation Agency for that particular module. User acceptance testing shall also include testing of application SLAs.

(d) Acceptance Test Design and Execution

All the acceptance test criteria shall be specified by Implementation Agency and finalized under the technical guidance of Project Management Unit and the user representative authorized by the NHM. The test criteria should be comprehensive to address all aspects of testing the new systems. Extensive testing would be carried out by the User Representatives with technical support from Project Management Unit (PMU) and facilitated by the implementation agency.

(e) Fault Correction

The Implementation Agency will be responsible for correcting all faults found during the acceptance process at no extra cost to Authority. The Governance Structure defined in Schedule 7 established for the project shall ascertain what all measured risks that needs to be accepted; however IA shall at each such occurrence/incident be responsible for providing resolution in terms of correction, prevention and remediation throughout the project tenure. The Governance Framework shall establish appropriate processes for notifying the IA of any deviations from the norms, standards or guidelines at the earliest instance, after noticing the same, to enable the IA to take corrective action. Such an involvement and guidance by the agencies shall not, however absolve the IA of the fundamental responsibility of designing, developing and implementing the financial management system to deliver services in conformity with the RFP, SLA and the agreement. All changes would be addressed via change management process defined in section.

Development and testing of the system would be at an off-shore location but UAT by business users should be done through access to test instances of application in testing environment setup by the implementation agency. Implementation agency should provide status and results of various system related testing (all stages of the software testing lifecycle) and provide UAT test cases/scenarios.

(f) Data Backup/Disaster Recovery/Business Continuity Program

- The implementation agency needs to conduct Data migration/digitization of consolidated FMRs and Annual statement of affairs of previous three financial years – at Block, Districts and State.
- As per Backup policy, full application backup should be taken by implementation agency on monthly basis and kept in storage drive and maintain records/logs of all backup taken.
- Data needs to be kept atleast for 5 year in online application. Older data can be moved to the storage drive. The implementation agency must provide older data as and when required.

1.3.3. Hosting of the financial management system

(a) Hosting Criteria

The implementation agency must work with NHM to provide a detailed deployment plan. The implementation agency must present a deployment plan to NHM for their approval by the beginning of the test period.

The financial management system must be made available on a 24*7 basis, with scheduled downtime as mentioned in the SLA parameter, including both the planned and unplanned outage. The implementation agency must state how the availability is to be provided. The implementation agency must show the ability to report availability to NHM on a monthly basis, and must indicate how availability is to be verified.

The financial management system must meet the standards for web accessibility. All web pages, static or dynamically generated, must complete as outlined in the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines.

(b) Migration to Government Cloud

The system shall be maintained on Cloud provided by the implementation agency for first two years of rollout. After successful completion of two years of rollout, the application and database shall be migrated to the cloud provided by the NHM (NIC National Cloud/State Data Centre/Third Party Cloud/Any new setup developed by state). If required, NHM may ask the implementation agency to continue its services of Cloud on mutually agreed terms. The implementation agency shall migrate the application and database to the cloud engaged by the NHM in association with the new Cloud Service Provider (CSP). This migration should be smooth, trouble free with minimum transition duration and disruption in the use of application.

The key technical features of the government cloud are as follows:

- Operating System: Linux
- Database: SQL Server, POSTGRESQL or MySQL
- Standard cloud configuration

The Government's cloud service provider will provide internet bandwidth as part of their service package to handle specific user load.

(c) Disaster Recovery and Business Continuity Program

Before transition to government cloud, the responsibility for DR/BCP and Data backup will be the implementation agency's responsibility. Post migration to government cloud, DR/BCP facility would be provided by government cloud but implementation agency should take a monthly application backup and keep it on storage drive.

(d) Training of users for effectively using the system

The implementation agency shall provide training to the application users to efficiently use the system. IA shall conduct training after implementation of the financial management system.

To address training needs, the implementation agency should prepare guidelines that identify the training needs of the users and provide suggestive training modules to address the training needs (Training Needs Assessment).

"Training of Trainers" approach needs to be adopted by the implementation agency to conduct training. A select group of trainees (~200) would be imparted hands-on training by the implementation agency.

The trainees would then train the rest of the users (~3000) using training manuals and videos both of which would be provided by the implementation agency

The infrastructure for conducting trainings would be provided by NHM and will be at authority's own expense

The schedule and the training material (training manuals) for imparting training shall be developed by the implementation agency and proper correspondence and acceptance needs to be taken NHM as well. The implementation agency shall submit a softcopy (CD) and hardcopy of the training material to NHM.

The implementation agency shall provide audio-video content based multimedia software as training material. The implementation agency shall install and train the “trainers” using hands-on training. It is the responsibility of the implementation agency to prepare documents including User manuals (shall be developed within two months of start of the pilot) and provide the same to NHM. Any changes in the manual shall be incorporated within two weeks of completion of the pilot. The User Manual shall be uploaded on the portal. Any additions/changes/deletion shall also be indicated.

A detailed training schedule, including the dates, areas to be covered, time and the training literature (to be supplied by implementation agency to NHM) at various stages of the project cycle and feedback for effectiveness will be agreed to by all parties during the performance evaluation of the implementation agency as per the Contract.

Training shall be provided as per the training schedule provided by the implementation agency in consultation with NHM.

Training shall also be given on the design of the system and super user operations to designated officers identified by the NHM.

1.3.4. Operations and maintenance of financial management system for a period of two years from the date of Go-Live

On successful completion of the implementation, the implementation agency must extend post implementation support till the end of contractual period and perform operations based on performance indicators defined in Schedule 3.

A Call/Email/Website based helpdesk center should be setup by the implementation agency which would provide support to users while performing transactions and using the system. Primarily, it will be an on-line system through which the users shall be able to lodge their issue and get it resolved.

Duration of technical support to be provided by implementation agency would be for two years (extendable up to three years) and one developer should be deployed on-site at NHM SPMU for technical support. For L1 issues, support is to be provided on-site while for L2 & L3 offsite support should be provided.

During the operations and maintenance phase, the implementation agency should:

- Ensure that all necessary measures are taken for the smooth operation of the financial management system
- Ensure that all necessary know-how is transferred to NHM team in an effective manner to facilitate a smooth transition. The transition plan will need to be agreed between the Service Provider and NHM
- Ensure adherence to baseline performance SLA matrix as defined in this RFP
- Address requirements based on change in scope / requirements through change scope

1.3.5. Adherence to Implementation Plan and Governance Structure

- The implementation agency must ensure implementation of financial management system at different locations as defined in the RFP.
- The implementation agency must conform to the defined governance mechanism for project review and monitoring during the entire contractual period.
- The pilot implementation should start as per Schedule 2. Pilot locations shall include SPMU in Lucknow and 3 districts (this may change subject to approval of authority) (covering all accounting and program units of these districts). The pilot shall be of two months. Data of entire financial year of these units shall be entered. Training to all relevant users of pilot units/locations shall be given at SPMU before starting pilot.
- The rollout in the entire State shall be started after successful pilot run, changes in the software, generation of all reports and their verification.
- For rollout, training on operations of the system shall be given at SPMU to users of all locations/units. The training schedule shall be prepared in consultation with the authority
- The rollout in all locations/units shall be completed as per Schedule 2.
- The software and database shall be maintained by the implementation agency for two years from the date of completion of rollout in the entire State.
- The source code, executable code, database, design document, project closure report and other documents shall be handed over to NHM at following stages:
 - Beginning of the pilot
 - Beginning of the rollout
 - Migration to Cloud
 - Annually at the end of each financial year during the maintenance period
 - At the end of the contract
 - Half-Yearly for change management
 - Training on design and operations of the system shall also be given to designated officers of the Client at each of the above stage
 - Updated documents and source code to be submitted to NHM on yearly basis
- The implementation agency should develop methodology, activities, formats and line of action for executing the assignment.
- The implementation agency shall maintain all documentation related to this project including software artifacts with adequate traceability matrix and version control.

1.3.6. Stakeholders Roles & Responsibilities

A clear definition of the roles and responsibilities of all the stakeholders in a project establishes transparency, manageability, accountability, and efficiency in the project. Following would be the key stakeholders involved during the implementation phase of the FMS project.

NHM: The NHM will be the ultimate owner of the FMS project and will primarily be responsible for providing strategic directions during implementation phases and will act as the final decision authority for key decisions and deliverables. It will also be responsible for framing and issuing guidelines to the administration for implementation of project during the pilot and state-wide roll out phases.

2. SCHEDULE 2 – Project Phasing Activities

2.1 The Service Provider shall adhere to following timelines and milestones:

Deliverables/Activities	Proposed Timelines (in weeks)
Project Initiation & Team Mobilization	T + 2
Requirements Gathering	T + 4
System Requirement Specification Document	T + 8
Application Architecture & Database Design Document	T + 10
Test Cases/ UAT Cases	T + 12
Design and Development	T + 17
UAT & Sign-off	T + 19
Cloud Server provisioning and hosting	T + 23
Pilot Run	T + 27
Training (“Train the Trainer” concept)	T + 28
Deployment and Go-Live	T + 31
Data Migration	T + 31
User Manual	T + 31
Operations and Maintenance (periodic status reports, risk and issues, change management)	2 Years from the Date of Go-Live

SCHEDULE 3 – Key Performance Indicators

3.1 Indicative Service Levels for Implementation Phase

Activity	Base Timelines (Weeks)	Deliverables	Penalty Applicable	Penalty Percentage
<i>Requirement Gathering</i>	T + 4	Requirements Gathering Report	> T + 4	0.1 % per week of contract value (maximum upto four weeks)
<i>Technical Documents</i>	T + 8	System Requirement Specification Document	>T + 8	1 % per week of contract value (maximum upto 5%)
	T + 10	Application Architecture & Database Design Document	>T + 10	1% per week of contract value (maximum upto 5%)
<i>UAT</i>	T + 12	Test Cases/ UAT Cases	>T + 12	0.1 % per week of contract value (maximum upto four weeks)
	T+ 19	UAT sign-off	>T + 19	
<i>Pilot Run</i>	T + 27	Pilot Run	> T + 27	0.1 % per week of contract value (maximum upto four weeks)
<i>Training</i>	T + 28	Training Assessment Report	>T + 28	In case, training assessment score is less than 70%, then training will have to be conducted again without additional cost
<i>Deployment and Go-Live</i>	T + 31	Deployment and Go-Live	>T + 31	0.1% of contract value for first week •0.25% contract value for second week •0.4% contract value for third week •0.5% contract value for fourth week
<i>Data Migration</i>	T + 31	Data Migration Log	>T + 31	0.1 % contract value per week (maximum upto four weeks)

3.2 Performance standards for FMS

S. No	Activity/ Parameters	Description	Target	Penalty Percentage
1	Availability of all functionalities of the application	Availability of functionalities for 99% of time measured on monthly basis	>=99.5%	<p>Following penalties will be applicable*,</p> <ul style="list-style-type: none"> 99%=<Availability <99.5%: 1% penalty will be levied 98%=<Availability<99.5%: 3% penalty will be levied 97%=<Availability<99.5%: 5% penalty will be levied <p>Note: For each additional drop of application availability, three percent of quarterly payment of operations & maintenance cost shall be levied as additional liquidated damages.</p>
2	Application Security: Reporting of security incidents	Is incident where system is compromised or suspected of unauthorized use/access or data theft	Investigation of breach and suitable mitigation strategy supported by evidence	1% of quarterly payment of quarterly maintenance cost
3	MIS reports	100% adherence to MIS reporting requirements measured on monthly basis	100 % adherence (0 incidents)	For every drop of 1% of MIS compliance, a penalty of 1% of quarterly payment of O&M cost will be levied (maximum upto 10%)
Operations and Maintenance				
1	Time to resolve severity 1*	Time taken to resolve the reported severity 1 issue	100% of incidents should be resolved within 60 minutes of issue	<ul style="list-style-type: none"> 97%=<Incidents resolution rate< 100%: 1% of quarterly payment of O&M cost 94%=<Incidents resolution rate < 97%: 3% of quarterly payment of

			reporting	<ul style="list-style-type: none"> O&M cost 91%=<Incidents resolution rate < 94%: 5% of quarterly payment of O&M cost
2	Time to resolve severity 2*	Time taken to resolve the reported severity 2 issue	100% of severity 2 incidents be resolved within 4 hours of issue reporting	<ul style="list-style-type: none"> 97%=<Incidents resolution rate< 100%: 1% of quarterly payment of O&M cost 94%=<Incidents resolution rate < 97%: 2% of quarterly payment of O&M cost 91%=<Incidents resolution rate < 94%: 3% of quarterly payment of O&M cost
3	Time to resolve severity 3*	Time taken to resolve the reported severity 3 issue	Incidents should be resolved within 24 hours of issue reporting	<ul style="list-style-type: none"> 97%=<Incidents resolution rate< 100%: 0.25% of quarterly payment of O&M cost 94%=<Incidents resolution rate < 97%: 0.5% of quarterly payment of O&M cost 91%=<Incidents resolution rate < 94%: 1% of quarterly payment of O&M cost

Note: For parameters specific to operations, each additional drop of performance below 91%, 1% of quarterly payment of operations and maintenance cost shall be levied as additional liquated damages (maximum upto 10%)

4. SCHEDULE 4 : Mapping of 'As-is' and 'To-Be'

#	'As Is' activity	'To Be' activity
A.	Payments/Fund transfer	
1.	All payments or fund transfer are made using Public Finance Management System (PFMS) at all levels, i.e. SPMU, DPMU and BPMU.	<p>It is proposed to integrate PFMS with the proposed on-line accounting system using web services.</p> <p>Web services shall facilitate entry in single screen which will capture parameters required for PFMS as well as accounting.</p> <p>Values of parameters required for PFMS shall be sent to PFMS and for accounting to this accounting system.</p> <p>Output from PFMS (Payment Advice No., Date, etc.) shall be received in the accounting system and saved in the related entity like voucher or masters.</p> <p>Integration with PFMS depends on approval from MoHFW, GoI to allow web service integration. Alternatively, a provision has to be made to use PFMS as payment gateway and values returned by PFMS (Payment Advice) should be captured in the Accounting system which ensures there is no duplication of efforts.</p>

#	'As Is' activity	'To Be' activity
B.	Accounting	
1.	TALLY is used in SPMU, DPMU and BPMU for accounting; Standalone version of TALLY is used at BPMU and DPMU; Multi-user TALLY is used at SPMU	Proposed system shall be a web based system with centralized accounting software and database; It will be integrated with PFMS.
2.	TALLY installed at BPMU, DPMU and SPMU work in isolation. The data transfer takes place using XML/Excel files as well as sending report on paper and re-entry at the next level	There will not be any need of sending data from NHM Headquarter to Field and vice versa
3.	Any changes in TALLY software have to be carried out at accounting units	Changes in the accounting software shall be centralised
4.	NHM Headquarter is dependent on Field Units to send them accounting reports for processing and consolidation	Accounting reports can be generated for any accounting unit at superior accounting unit at any time
5.	NHM Headquarter is not aware of progress of accounting in different accounting units	NHM Headquarter shall be identify the accounting status of any accounting unit
6	Incorrect and inconsistent use of Chart of Accounts and FMR Codes	Chart of Accounts, FMR Codes, etc. shall be managed centrally from NHM Headquarter

#	'As Is' activity	'To Be' activity
C.	Reports	
1.	Reports are prepared as and when required by different Cells at SPMU, DPMU and BPMU using spreadsheet	Pre-defined reports in the system shall be available on-line
2.	Reports are prepared by Cells and forwarded to other Cells or superior officers through file and/or email	Reports can be viewed by other Cells/officers from their login from any location
3.	Periodic reports are sent to different institutions/agencies for which Cells prepare these reports	Periodic reports shall be available in the system as per requirements of institutions/agencies
4.	Specific reports which are not pre-defined have to be prepared by different Cells. Data is to collected from registers, previous reports and different Cells	<p>Nearly all the data related to accounting shall be available in the system.</p> <p>In case a report is requirement which was not defined at the time of system development, then the data can be collected from pre-defined reports.</p>

#	'As Is' activity	'To Be' activity
D.	Record of Proceedings - RoP	
1.	FMR Codes are received in Final Budget Sheet (Spreadsheet) format from Gol for sending PIP	<p>FMR Codes as provided in the Final Budget Sheet are checked in the existing FMR Codes master.</p> <p>a) New FMR codes are created for new FMR Codes/activities</p> <p>b) Activity description remains same but the FMR codes is changed. The new FMR code is to be mapped with the FMR code of previous year</p> <p>c) This is to be checked for Committed Amount of multiple previous financial years</p> <p>d) GM is to be identified for each FMR activity</p> <p>To be carried out by Planning and checked by Finance.</p>
2.	RoP is received in a PDF format and circulated to GMs of different programs either on paper or soft copy	<p>RoP is to be entered on the computer system by the following at SPMU:</p> <ul style="list-style-type: none"> - Marking as Annual RoP or Supplementary RoP - Summary tables by Planning Section - Program-wise budget by concerned GM Office - Checking by Planning Section - Final checking and submission by Finance Section
	- Summary tables	- Form for entering Summary tables
	- Budget approval with physical progress	- Form for budget approval with physical progress; Activity having physical progress indicator is to be marked with 'Y' for physical progress, Unit of Measurement to be selected, unit price (if provided) and target is to be entered
		- Each FMR Code has to be mapped with previous year FMR Code
		Summary tables shall be used to validate that the sum of budgetary figures tally with the amount provided in Summary tables.
		Uploading of RoP on web
		There will be three submissions/forward – entry by GM of the program, Checking by Planning and Submission by Finance
3.	FMR prepared has rows zero budget or zero committed provision. This leads to entry of figures in FMR codes for which there was no provision.	All rows in FMR Master shall be removed which have zero budget or zero committed provision. This will improve readability of the report as well use of incorrect FMR codes during transactions.

#	'As Is' activity	'To Be' activity
E.	District Health Action Plan - DHAP	
1.	District-wise indicators are available with Planning and concerned GMs prepare PIP and distribute budget in spreadsheet. However, there is a possibility of inconsistency.	<p>A form is developed to enter values of different indicators of Blocks and Districts to be used in planning and performance tracking. These indicators are to be entered on-line at different levels and checked by superior level:</p> <ul style="list-style-type: none"> - Block level indicators are entered at Block and checked at District - District monitors entry of all indicators by all Blocks - District checks indicators entered by Blocks and approves - District enters its own indicators - SPMU checks indicators entered by Districts as well as Blocks. These records will be locked. <p>Any updation shall be carried out at Super user level.</p> <p>A central repository is available to all from SPMU to Block on values of different indicators.</p> <p>There will be a provision to add new indicators and access to different levels to enter values.</p>
2.	GM prepares Activity-wise District-wise budget for each Activity based on different indicators of districts. Total provision for the Activity should not exceed budget provision made in RoP. The physical target of all districts should be equal to the total target fixed in RoP.	<p>Activities related to the GM shall be displayed along with RoP provisions, flag indicating status of District-wise budget:</p> <ul style="list-style-type: none"> - Complete, approved by EC and locked - Complete and put for approval of EC - In progress - Not started. <p>To start, system will prompt for the following:</p> <ol style="list-style-type: none"> Annual RoP or Supplementary indicators involved, if any select all districts, High Priority districts, non HPDs or a few districts. distribution of the budget – equal or based on indicator or percentage provision for over-riding of system calculation. (Original calculated shall also be stored) The total shall not be more than the total RoP budget for the Activity <p>After completion of distribution, it will be</p>

		<p>forwarded for EC approval.</p> <p>After approval by EC, it will be forwarded to Planning for inclusion in DHAP. Planning will check and submit it for inclusion in DHAP.</p> <p>Following reports shall be generated:</p> <p>a) Status of budget distribution in various activities – Not started, in progress, EC approval awaited, EC approved</p> <p>b) Activity-wise EC approved budget</p>
3.	DHAP for the entire district is made in spreadsheet and forwarded to each district	DHAP for the entire district shall be generated from the system on a prescribed format from the Activity-wise budget distribution. DHAP for each district shall be available on-line for downloading on different formats.
4.	<p>Budget control in various activities is to be carried out by districts on spreadsheet. However, due to delay in data received from Blocks, it is difficult.</p> <p>At State level, budget variance report is prepared and used in Monthly Review meeting.</p>	<p>DHAP available in the system shall act as budget for the system and shall be displayed at the time of voucher preparation.</p> <p>As the accounting data of Blocks is also available, on-line budget utilization shall be available to Program Officers at districts as well as State level. Variance shall be available on-line as and when required.</p>

#	'As Is' activity	'To Be' activity
F.	Grant Management	
1.	Grant letter is received from Gol. Details of Grant letter are entered in spreadsheet for reporting.	<p>Details of Grant letter are entered in the form provided for the purpose. Provision to upload scanned copy of the Grant letter may be made.</p> <p>Data is available in the database for query and generation of reports.</p>
2.	Letter is prepared and sent to the Directorate of Family Welfare, U.P. with a request to release of GO for sanction of Gol and State share. This letter may include details of one or multiple Grant letters received from Gol. Details are entered in a spreadsheet for reporting.	<p>Grant letters against which request letter for sanction of Gol and State share has not been sent to the Directorate of Family Welfare are displayed.</p> <p>User can select Grant letter/s for preparing request letter to DG, FW.</p> <p>Letter for Directorate of Family Welfare is generated by the system.</p> <p>The Dispatch number is to be updated once the letter is signed and dispatched.</p> <p>Database is updated in Grant letters for sending the letter to DG, FW.</p> <p>Provision may be made to upload copy of letter sent to DG, FW</p>
3.	Updation of GO released by the State Govt. for sanction of Gol and State share	<p>Details of GO released by GoUP are updated against corresponding letter sent to DG, FW and Grant letters.</p> <p>Database is updated.</p> <p>Reports are generated: a) Details of sanction by GoUP against Gol release b) Program-wise sanction of grants by GoUP</p>

#	'As Is' activity	'To Be' activity
G.	Release	
1.	Funds are credited to State Health Society account. A report is prepared Grant letter wise sanction, amount credited and date of credit. Payment Receipt Voucher is prepared..	A payment receipt voucher is prepared in SHS accounting unit with details of Grant Letter No., Program, financial year pertaining to, Gol share and State share received.
2.	Funds are transferred from SHS Tier 1 account to Program-wise Tier 2 account using PFMS. Payment Advice is generated by PFMS. Voucher is prepared for inter-bank transfer.	Inter-bank transfer voucher is prepared at SHS for transfer of funds from SHS Tier 1 account to Program-wise Tier-2 accounts.
3.	Proposal for district-wise activity-wise release of funds is prepared by the GM at SHS. It is approved and Finance releases funds to DHS of districts. Inter-bank transfer voucher is prepared.	Proposal for release of funds is entered on-line by the GM against display of budget and release till date. The release cannot be more than the balance of budget and release for any district. The sheet is printed and put in file. The Finance Cell can check the print-out and on-line display on the system. If the approval is available on file, then Finance Cell can submit the proposal on-line. Funds are transferred to respective DHS through PFMS. Release voucher is created by the system. Payment Advice No. is updated from PFMS. SMS and e-mail alerts are sent to GMs at SHS and CMO/Program Officers/DPM/DAM in districts. This can be displayed at the time of login as an alert.
4.	DHS received intimation of funds receipt through PFMS. Payment receipt voucher is prepared.	Payment receipt voucher is generated by the system when the SHS transfers funds. The voucher is to be posted by the DHS Accounting Unit.
5.	Proposal for transfer of funds to different Program Accounts (Tier 2) are prepared and put in DHS for approval. On approval of DHS, funds are transferred to Tier 2 accounts of DHS.	Proposals for transfer of funds to Tier-2 accounts are prepared by Program Officers in district on-line. These are checked against DHAP and releases till date. Print-out for approval of DHS is generated by the system. On approval by DHS, payment is made through PFMS. Inter-Bank Transfer Voucher is generated by the system. Payment Advice No. is updated in vouchers for posting.
6.	Activity-wise proposal is prepared for release of funds to Blocks. The	Activity-wise Block-wise approval is prepared on-line by the Program Officer. Based on the

	proposal is approved by DHS. Funds are released through PFMS. Letter with details of funds released to Blocks is sent to Blocks for carrying out activities.	approval of DHS, DPM/DAM records approval on the system. Voucher is generated by the system based on approval and release is made through PFMS. Payment Advice No. and date are updated in the voucher.
7.	Fund is released at different levels using PFMS. Accounting entries are made in TALLY accounting software separately.	Fund will be released through this accounting software which will be integrated with PFMS using web services as described above in A.

#	'As Is' activity	'To Be' activity
H.	Payment	
1.	Payment is made through PFMS at all levels.	<p>Payment shall continue in PFMS at all levels but through the accounting system.</p> <p>PFMS will be integrated with on-line accounting system. All parameters of PFMS shall be captured in accounting system and shall be passed to PFMS using web services. Payment Advice No. and date shall be received from PFMS and stored in voucher of the accounting system.</p> <p>Vouchers of accounting system shall be prepared in the system. Payment voucher should capture Tender No./Quotation No./Contract No.</p> <p>Provision to upload Purchase Order or Bill should be there.</p> <p>Vendors should be assigned codes in addition to PFMS codes.</p> <p>Books of Accounts and Journal shall be generated from the system.</p> <p>Bank reconciliation shall be performed in this accounting system.</p> <p>Age analysis of un-reconciled Bank transactions shall also be done to identify which banking transactions have not been reconciled for a long period.</p>
2.	EPF and tax payments are made through internet banking/cheque books.	<p>EPF and tax payments shall continue in the same fashion. Vouchers shall be prepared in the accounting system at accounting unit.</p> <p>Bank reconciliation shall be performed in this accounting system.</p> <p>Age analysis of un-reconciled Bank transactions shall also be done to identify which banking transactions have not been reconciled for a long period.</p>
3.	TALLY does not have provision to indicate whether the payment is from Annual Budget or Committed fund	At the time of voucher preparation, the system shall ask whether the payment is from Budget or Committed Fund. If from

		Committed Fund, it will prompt for the year of commitment.
4.	TALLY does not provide FMR Report with separate columns for expenditures of Annual Budget and Committed Fund	The system shall provide FMR Report with separate columns for expenditure against Annual Budget and Committed Fund.
5.	TALLY's feature for entry of physical targets and their progress in expenditure is currently not in use	The system shall have provision to indicate which FMR codes need physical progress to be entered with Unit of Measurement. The user shall be forced to enter the physical progress.
6.	Provision for calculation of TDS under different sections and GST is not available in TALLY accounting system.	There will be provision for calculation of TDS and GST at the time of voucher preparation. Whenever the account head pertaining to TDS or GST is selected by the user, the system will prompt for Section under TDS or GST is to be deducted. Based on rates entered in TDS/GST Master, TDS/GST shall be calculated and displayed. This will also facilitate monthly consolidated sum of TDS and GST to be deposited as well as Vendor-wise deductions made during the month.

#	'As Is' activity	'To Be' activity
I.	Committed Funds	
1.	<p>At Block level:</p> <p>At the end of the financial year, Blocks have to indicate the amount for ongoing activities which were approved in the Activity Plan but were not completed. This is to be indicated for each FMR code along with the reason as prescribed by Gol.</p> <p>In addition, it also commits advances given to RKS, MAS/VHSNC, Facilities and vendors for which Utilisation Certificates were not received.</p> <p>This activity is carried out on spreadsheet.</p> <p>After completion, it is sent to DPMU for approval and consolidation in the District Committed Plan. It is sent on spreadsheet as well as in hard copy after signatures.</p>	<p>This will be carried out on-line. The system will display unspent amount in each FMR Code. The BPMU can select whether the Activity is to be committed or not. If yes, the amount to be committed. The amount cannot be more than the balance for the FMR Code.</p> <p>The system shall also indicate advances of current year with agencies. The BPMU can select which of the advances are to be committed.</p> <p>The print-out shall have FMR codes for which committed amount is being sought. It can be checked by BPM and approved. On approval, it will be submitted.</p> <p>Districts can view the Block Committed Plan.</p>
2.	<p>At District level:</p> <p>The District prepares its Committed Plan in the prescribed format for its agencies. It is prepared on spreadsheet.</p> <p>It checks committed proposal of each Block.</p> <p>It consolidates committed amount for each FMR codes for itself and consolidated amount of all blocks.</p> <p>A covering letter is prepared, signed by CMO and sent to NHM. . It is sent on spreadsheet as well as in hard copy after signatures.</p>	<p>The District can see which Blocks have submitted their committed amount plan.</p> <p>It can review the plan for each on-line Block and may modify. In case of any modification, an alert shall be sent to the Block. District will approve Block Committed Proposal individually on-line.</p> <p>The District will have to make its own Committed Plan as well and submit. Print-out of Committed Plan of each Block and the District can be taken for signatures.</p> <p>Once Committed Plan for all Blocks is approved by district as well as its own plan, it can submit for it for review by the Headquarter. Every Block can see the status of its Committed Plan.</p> <p>Covering letter shall be generated by the system along with all enclosures and sent to NHM.</p>

		Dispatch no. and dispatch date are entered on the system.
3.	<p>At State level:</p> <p>State prepares its own committed plan.</p> <p>Committed proposals are received in spreadsheet as well as in hard copy from all districts.</p> <p>These proposals are reviewed and corrections/changes are incorporated.</p> <p>Proposals of all districts are consolidated and added to the State committed plan.</p> <p>The entire plan is sent with the PIP to Gol for approval.</p>	<p>The State can view the status of committed plans sent by districts.</p> <p>It can view Committed proposal of each Block and each district individually. It can view the consolidated proposal of every district.</p> <p>It can review and edit Block/District proposal on-line. The District/Block can see the changes in their proposals.</p> <p>On receipt of proposals from all districts, on-line consolidation can be initiated including State proposal. Print-out can be taken and sent to Gol.</p>
4.	<p>Analysis of utilisation of Committed proposals of districts and blocks of different years is not performed.</p>	<p>Utilisation of Committed proposals of districts and blocks of different years shall be possible as the system will prompt for the committed year at the time of making payment voucher.</p> <p>Accordingly, a summary of committed amount utilization shall be available FMR Code and year-wise.</p>

#	'As Is' activity	'To Be' activity
J.	Annual Accounts	
1.	<p>Statement of Affairs:</p> <p>At the end of the financial year, State prepares a spreadsheet for preparation of Annual Accounts of Blocks, Districts and State.</p> <p>Account Managers from different accounting units take their Trial Balance and other accounting reports from TALLY and FMR reports and enter these figures in spreadsheet prepared for Annual Accounts.</p> <p>Annual Accounts of each Unit gets finalized with number of iterations.</p>	<p>All Account heads shall be mapped with the Annual Account formats. As the accounting is carried out locations, the provisional statement of affairs shall automatically get updated and available to the accounting unit at Block, District and State level.</p> <p>Whenever a new FMR Code or Account head is introduced in the system, it will be mapped with the Annual Account format. Accordingly, the provisional statement of affairs shall be always available at every level.</p> <p>If a new schedule is added, then it will have to be incorporated in the Statement of affairs and mapping with Accounting Heads and FMR Codes shall have to be carried out.</p>
2.	FMR Report	FMR Report of all Accounting Units shall be readily available on-line as the accounting is carried out through the system. A provision may be made to freeze the FMR once it is submitted at superior level.

#	'As Is' activity	'To Be' activity
K.	Audit	
1.	<p>Two types of audits are carried out:</p> <ul style="list-style-type: none"> - Internal - Statutory <p>For internal audit, a number of firms are empanelled at State level and districts are allotted to them for periodic internal audit. List of auditors and Districts are circulated to all districts and empanelled auditors.</p> <p>Auditors and districts co-ordinate with each other for carrying out of audit. Auditors submit their observations and districts provide compliance to them. Based on this, Auditors submit their Audit Report on paper.</p> <p>For statutory audit, one firm is selected for the entire State. It carries out audit and submit their observations. Districts provide compliance against those observations. Based on this, Audit Reports are submitted by Auditors.</p> <p>All these activities are carried out off-line.</p>	<p>Empanelment shall continue as is being done. District-wise appointment of auditors shall be displayed on the accounting system. Auditors shall be provided login credential to use the system. The system shall be used for the following:</p> <ul style="list-style-type: none"> a) District can see the auditor appointed for the district. b) Audit schedule shall have to be put on the system c) Progress of audit as per schedule shall be entered by District c) Auditors shall be able to view vouchers, books of accounts and other transactions on-line d) Auditors shall enter rough notes on the system e) Voucher checked by them shall be marked on the system f) Observation for any voucher shall be tagged with the voucher g) Any problems encountered during the audit shall be reported on-line h) Districts shall submit their compliance on-line i) Based on observations and compliance, Auditor shall submit a draft audit report on-line k) The final report shall be submitted using Digital Signature by the Auditor. l) Progress of audit, observations and compliances shall be monitored on-line at State level.
2.	Statutory audit	The process shall be similar as described for internal audit above.

#	'As Is' activity	'To Be' activity
L.	Integration with other systems²	
1.	<p>Financial Dashboard of the Health Department</p> <p>There are multiple sources of funds at different State, District, Block and other facility level institutions under Department of Medical, Health & Family Welfare, UP.</p> <p>It is possible to display total funds given to a healthcare facility by different sources. However, it is difficult to evaluate funds given and used in different activities at Healthcare facility level.</p>	<p>This system shall map each FMR code with object heads of Treasury Accounting system. With this, it will be possible to analyse and display Treasury Object code wise expenditure from NHM funds at Healthcare facility.</p> <p>Treasury object head-wise budget provision and expenditure is available from Koshvani. NHM expenditure can be compared and clubbed with State expenditure.</p> <p>This will help in consolidation of resource utilization from different sources of funds.</p>
2.	<p>Drug & Vaccine Distribution Management System (DVDMS)</p> <p>NHM has budget for purchase of drugs & medicines. For using this budget, purchase is made through Rate Contract of drugs & medicines entered by CMSD (DGMH) every year.</p> <p>NHM users need to see existing Rate Contracts of drugs & medicines for procurement. They also need to see the stock position of drugs & medicines available in CMO CMSD Stores as well as District Hospitals. For better planning.</p> <p>NHM users have to use DVDMS software.</p>	<p>This system will have integration with DVDMS software.</p> <p>NHM users can see the stock position of different districts for specific medicines. They can also see validity of Rate Contracts of drugs & medicines to be procured from NHM budget. Based on stock position.</p>
3.	<p>Construction Works/Infrastructure projects Management</p> <p>A significant budget of NHM is in infrastructure development.</p> <p>There is Construction Works Monitoring software with DGMH. This has all projects, including works funded by NHM. It captures physical</p>	<p>There are two options:</p> <p>a) The Accounting software is linked with the existing Construction Works monitoring software.</p> <p>b) Alternatively, a module is developed in this software to capture the progress of Construction Works/Infrastructure projects</p>

² Depending on approvals by relevant system owners such as NIC for Manav Sampada, CDAC for DVDMS etc.

	progress as well as financial progress every month.	every month. This progress will be linked with payment made to the Agency.
4.	<p>Contract Ledger</p> <p>Contract Ledger is maintained in Finance Cell. However, progress is not entered at the time of payment.</p>	<p>Contract details of ledgers shall be entered on this module at all locations.</p> <p>Contract details and milestones/deliverables shall be entered whenever the contract is entered.</p> <p>At the time of entry of payment voucher, contract number shall be selected from Contract Ledger and progress of contract as per milestone/ deliverable shall have to be entered.</p>
5.	<p>Human Resources employed</p> <p>A number of human resources are employed in field locations to carry out activities. Hiring is monitored at Field location only.</p>	<p>A Human Resource module shall be made. Accounting Units shall enter positions to be hired during the year. They shall update the number of positions hired or left as and when it happens.</p> <p>Manav Sampada ID to be used to capture transactions related to employees.</p> <p>This will help State to monitor the progress of hiring of human resources.</p> <p>Possibility of integration with Manav Sampada software shall also be carried out.</p>

#	'As Is' activity	'To Be' activity
M.	Dashboard	
1.	At present, one spreadsheet based dashboard has been developed. The data is off-line.	It will be an on-line dashboard with facility to download the dashboard, if required. They will be graphs and charts.
2.	<p>It has a State level dashboard which displays budget, utilization/expenditure and % utilization/expenditure in graphical form for State Health Society, District Health Society and All UP in bar diagram.</p> <p>Once you select State Level Report, it display GM-wise budget and utilization. You can see it for one or many or all GMs. For details, spreadsheet opens.</p> <p>Top five GM and bottom five GM in terms of percentage of expenditure are also reported.</p>	<p>Dashboards shall be on following:</p> <ol style="list-style-type: none"> 1. Receipt from Gol and GoUP 2. Releases 3. Expenditure against budget provision 4. Committed fund utilization 5. Total expenditure against RoP 6. Pool-wise budget and expenditure 7. Program-wise budget and expenditure 8. Expenditure of 20 activities with highest budget 9. Expenditure of 20 activities with highest expenditure 10. Expenditure of top 10 districts with highest budget
3.	<p>It has a District level dashboard which displays budget and expenditure of one, multiple or all districts. It also shows ranking of the selected district as well as number of activities which have negative expenditure.</p> <p>Bar diagram shows budget and utilization.</p> <p>Five districts with highest percentage of expenditure and five districts with lowest expenditure are also reported in a table.</p>	<ol style="list-style-type: none"> 11. Expenditure of top districts with highest expenditure 12. Activities with expenditure in slabs – above 100%, 91 – 100%, 76 – 90%, 51 – 75%, 26 – 50%, 11 – 25%, 1 – 10%, 0 of the budget 13. Districts with expenditure in slabs – above 75%, 51 – 75%, 26 – 50%, 11 – 25%, upto 10% of budget 14. Contracts – Number, value and payment in slabs 15. Age-wise Advances analysis 16. Expenditure on source of funds
4.	Presentation is prepared for monthly progress review.	Dashboard can be downloaded for off-line review.

5. SCHEDULE 5: List of processes for proposed system

Process No.	Process	Objective
A. User Management		
	Category of users with Roles and privileges	To identify different categories of users with roles and privileges permitted in the system
	Accounting & Program Reporting Units	To identify transactional locations - accounting and program reporting units
	User Registration	To register users for using the system
	Assigning user with a Unit	To assign a valid user with a Unit of the system; Single user may be assigned multiple locations to work.
	User Creation	To provide access to a staff/officer for an Office to the system with category of User and duration of permission
	Password Management	User may like to change password or forced to change a password periodically (say 180 days); Forget password; Password reset by Superuser
	Login to the system	Access of the system to authentic users
B. Masters Management		
	Financial Year	To ensure that the user enters transaction for a valid date during the financial year
	To create Masters	To be used a drop down for transaction entry and ensure that only valid data is accepted by the system: State, Divisions, Districts, Block, Sub Centre, Office/ Facility Type, Facility/Institution, Vendor constitution, Vendor, Employee Type, Gol/State share, Grant, Pool, Programme Division, FMR Code, FMR Component, FMR Sub-component, FMR Main Activity, FMR Activity, FMR Minor Activity, Unit of Measurement, General Ledger Head, Subsidiary Ledger Type, Subsidiary Ledger, TDS Section, TDS Cess, Accounting Unit/Program Reporting Unit
	To add/modify/delete an item to/from a Master List	To communicate an item to be added/modified/removed to/from a Master by any Accounting or Program Reporting Unit

Process No.	Process	Objective
C. RoP		
	Uploading RoP – State, SPMU and District	To upload RoPs – Annual and Supplementary
	Entry of Sub-component of RoP, Committed as well as Approved, as received from MoHFW	To enter Sub-component details of RoP <ul style="list-style-type: none"> - Committed and Approved - Annual and Supplementary
	Entry of Main Activity of RoP as received from MoHFW	To enter Main Activity-wise details of RoP - Annual and Supplementary
	Entry of Activity-wise of RoP as received from MoHFW	To enter Activity-wise details of RoP - Annual and Supplementary
	Entry of Minor Activity-wise of RoP as received from MoHFW	To enter Minor Activity-wise details of RoP - Annual and Supplementary
	Preparation of SPMU/District-wise RoP – Annual and Supplementary	To bifurcate the RoP received from Gol to SPMU and various districts in different activities
	Preparation of DPMU/Block-wise RoP – Annual and Supplementary	To bifurcate the RoP received from SHS to DPMU and various Blocks in a District in different activities
	Uploading of guidelines for activities	To prepare a repository of guidelines issued by MoHFW/NHM for carrying out activities
D. Grant and release		
	Grant receipt and communication to DG, FW for release of State Share	To capture details of Grant received from Gol and generate a letter for DG, Family Welfare to release the State share
	Release by State Govt.	To capture details of release by the State Govt.
	Receipt of funds at State level	To capture receipt of funds
	Reports for GoUP related to Grant & Releases	To generate periodic reports to be sent to GoUP
	Monthly Financial Reports for NHM	To generate analytical reports on Expenditure
	Sanction for release of funds to DHS	To sanction release of funds as and when proposed by the Program at SPMU
	Sanction for release of funds to Blocks by DHS	To sanction release of funds by DHS to Blocks
	Release of funds	To record release of fund at State, District and Block level

Process No.	Process	Objective
E. Accounting		
	Entry of Opening Balances	To enter Opening Balances for the first time of system deployment at Accounting Units
	Entry of Opening Balances of Committed	To enter Opening Balances of Committed amount of different financial years for the first time of system deployment at Accounting Units
	Entry of Opening Balances of Advances	To enter Opening Balances of advances given to Agencies in different financial years for the first time of system deployment at Accounting Units
	Opening Balances of Assets/Liabilities for current financial year till closure of previous financial year	To present Opening Balances of Assets/Liabilities to next Financial Year till close of previous Financial Year
	Advance or Expenditure Payment Voucher	To record payment of Expenditure or Advance at SPMU, DPMU, BPMU, Facilities and Divisional PMU
	Fixed Asset Payment Voucher	To record payment of Fixed Asset at SPMU, DPMU, BPMU, Facilities and Divisional PMU
	Adjustment (Journal) Voucher	To make an adjustment, correction or transfer entry
	Voucher Reversal	To amend an erroneous recording of transaction which may not be allowed with Adjustment (Journal) Voucher
	Bank Reconciliation Statement Opening	To enter the opening of Bank Reconciliation Statement
	Entry of Bank Statement	To enter the Bank Statement for a period
	Bank reconciliation of a Bank Statement	To reconcile entries of a Bank statement and Bank vouchers
	Bank reconciliation of un-reconciled entries	To reconcile un-reconciled entries of a Bank statement and Bank vouchers
	Age-wise and/or amount wise analysis of Advances to Agencies	To analyse advances given to vendors, District level Units, RKS, Block level facilities, VHSNCs, Sub-Centres for follow-up as well as identification of amount to be committed
F. Integration with PFMS		
	Web services for payment integration with PFMS	To ensure that Accounting Units do not have to use Accounting software and PFMS software separately, PFMS shall be integrated with Accounting software

Process No.	Process	Objective
G. Committed		
	Proposal preparation of Committed Amount at Block	To facilitate BPMU to prepare proposal for Committed Amount
	Proposal preparation of Committed Amount at DPMU	To facilitate DPMU to prepare proposal for Committed Amount for itself as well as assess and consolidate proposals of BPMU
	Proposal preparation of Committed Amount at SPMU	To facilitate SPMU to prepare proposal for Committed Amount for itself as well as assess and consolidate proposals of DPMU
H. Audit		
	Assigning Auditors to Districts	To track appointment of auditors for audit to Districts and their audit reports
	Observations of Auditors	To on-line compile audit observations of Accounting Units
	Compliance to observations of Auditors	To update compliance with audit observations

Description of each process is given in Annexure 1

Mapping of As-Is and To – Be is given in Schedule 4

List of reports from the proposed system with columns are given in Schedule 6.

Annexure – 1: Process Description

Process	Category of users with Roles and privileges
Purpose	To identify different categories of users with roles and privileges permitted in the system
Description	To enter Masters for Accounting – Physical and Financial
	To create Offices (NHM, DPMU, BPMU, DG, etc.), hierarchy and Locations
	To enter Masters for FMR Codes
	To enter a voucher and accounting transactions/report generation
	To post a voucher
	To enter Program details and see reports
	To create a user – officer/staff who is assigned a User ID
	To print/view a report - Block, District, Division, State
	To modify narration of a posted voucher
Functions	Based on roles and Privileges identified above, different categories of users will be created.
Location	SPMU
Performed by	Super User at SPMU for all Accounting Units and Users
Input	Category of User
	Roles and Privileges
Reports	Category of Users with assigned Roles and Privileges

Process	Accounting & Program Reporting Units
Purpose	To identify transactional locations - accounting and program reporting units
Description	To identify all accounting units – SPMU, DPMU, BPMU
	To identify Program Reporting Units other than Accounting Units – DGMH, DGFW
	All program reporting officers/staff shall be associated either with an Accounting Unit or a Program Reporting Unit
	To assign different category of users permitted to work at these locations
	To assign a User ID and Password to each Accounting and Program Reporting Unit
Functions	Capture details of Accounting Unit and Program Reporting Units of the entire State
Location	SPMU
Performed by	Super User
Input	Accounting & Program Reporting Units
	Categories of users permitted for a Unit
	Period of validity
Reports	List of Transactional Units
	List of users assigned to a Transactional Unit since inception
	List of users assigned to Transactional Units

Process	User Registration
Purpose	To register users for using the system
Description	To capture details of officers/staff who has to use the system – Name, Designation, Posted at, Date of Birth, Mobile no., email-id, Employee ID, Aadhar no.
	To capture category of user and access duration
	To update 'Posted At' in case of transfer
	To close the account if the user leaves the organization
	In case of change of any parameter – a new record is to be created; The previous record is marked for 'updated and not to be used'
Functions	To capture details of new user
	To capture transfer of the user
	To update details of user like Mobile No.
	To close the account if the user leaves the organization
Location	SPMU, DPMU
Performed by	SPMU Superuser at SPMU level
	DPMU Superuser at DPMU level; Approval by SPMU Superuser
Input	New user details
	Updation information detail
Reports	Users registered with the system
	Active users registered with the system
	List of users which are no more registered to use the system

Process	Assigning user with a Unit
Purpose	To assign a valid user with a Unit of the system
Description	For a DPMU, Units and Users under its supervision shall be visible
	For SPMU, Users of SPMU and DPMU shall be visible
	Superuser can assign a Valid User with a Unit
	Based on the assignment, an email and a SMS will be sent to the assigned User
Functions	To assign a user with a Unit
	To close the assignment of a user with a Unit
Location	SPMU, DPMU
Performed by	Superuser at SPMU for SPMU and DPMU
	DPMU Superuser for District and BPMU; Approval by SPMU Superuser
Input	Unit, User, category and duration
	To close the assignment in case of transfer/leaving
	To change category or extend duration
Reports	Unit wise list of officers/staff associated
	List of officers/staff associated with a Unit
	List of Units with which an officer/staff was associated

Process	User Creation
Purpose	To provide access to a staff/officer for an Office to the system with category of User and duration of permission
Description	To assign a User ID and Password
	To assign Category of User
	To assign duration for which the User ID is allowed
	To assign it to an officer/staff with name, designation, Office, mobile no., email id and Aadhar Card no.
	Once the Officer/staff gets transferred, access to the User Id shall be stopped. The row shall be marked for non-accessible.
	A new Officer/staff shall be assigned the User ID
	The access can also be denied by the Super User by marking.
Functions	To provide access to the system for a location for a particular period of time
	To stop access to the system
	To change category of the User
Location	SPMU, DPMU
Performed by	Super User at State and District Account Manager at Districts
Input	Officer/Staff details with permission
	Request to close the access
Reports	Users details – Location-wise – for a period
	Users for which access closed
	User Details – Category-wise
Remarks	Accounting Unit User IDs shall be pre-created in the system and assigned to staff/officers

Process	Password Management
Purpose	User may like to change password or forced to change a password periodically (say 180 days); Forget password; Password reset by Superuser
Description	User may change the password
	User may be forced to change password periodically
	User may forget password; new password through email
	Password may have to be reset by the Superuser under certain conditions
Functions	Change password on-line – on request or as part of password change policy (period)
	Password change request in case of forgetting password (new password through email)
	Password resetting by the Superuser
Location	SPMU, DPMU, BPMU
Performed by	Superuser at District for Blocks under the District
	Superuser at SPMU for other users (District, SPMU and others)
Input	Old password
	Password reset request from Officer
Reports	Passwords not changed by users for a period of time
	Frequent 'Forget Password' request by users
	Password reset by Superuser

Process	Login to the system
Purpose	Access of the system to authentic users
Description	Entry of userID and Password
	Selection of Financial Year to use
	Entry of Captcha Code to avoid Programmatic login to the system
	To maintain audit trail of the access to system
Functions	To provide access to authentic users to the system
	To provide user interface depending on the category of the user
	To ensure that the access is restricted to roles and privileges assigned to the user
	To ensure that the data access is restricted to Program/s and/or Accounting Unit/s under its domain
	To deny access to users which do not provide correct credentials and captcha code
	To provide three attempts for any incorrect login
Location	SPMU, DPMU, BPMU, DGMH, DGFW, GoUP, GoI
Performed by	User
Input	UserID & Password
	Financial Year and Captcha Code
Reports	Access report of selected users for a period
	Users which have not accessed the system for a period time
Notification	On successful login, a notification shall be displayed to the user which may include <ul style="list-style-type: none"> - User ID - Accounting Unit/Office logged into - Date and Time - System related messages - Number of un-posted vouchers, if any - Pending activities

Process	Financial Year
Purpose	To ensure that the user enters transaction for a valid date during the financial year
Description	There can be multiple financial year drop down available
	However transactions can be entered only for two financial years - Current and Previous; Default value shall be current financial year
	For Previous Financial Year, only Adjustment Vouchers can be entered for March 31
	Transactions in Previous Financial Year shall be permitted upto finalization of Accounts for the year; Once the Financial Year is closed; no transactions shall be allowed.
	At the closer of the financial year, all closing balances of assets and liabilities are moved to the opening balances of next financial year
	For rest of the Financial Years; reports can be viewed
Functions	Opening of the Financial Year
	Closing of the Financial Year
Location	SPMU
Performed by	Super User at SPMU for all Accounting Units and Users
Input	To open - Financial Year to be entered in yyyy – yyyy with 01/04/yyyy to 31/03/yyyy
	To close – select the Financial Year and close. After closure, the financial year shall not be available for entry/updation of any transaction.
Reports	List of Financial Years with status – View reports, Open for Adjustment Vouchers only, Open for all transactions.

Process	To create Masters
Purpose	To be used a drop down for transaction entry and ensure that only valid data is accepted by the system
Description	There are a number of Masters to be used in the system
	These Masters may change over a period of time – addition, updation and deletion as per changes in the structure of programs, scheme, accounting needs, reporting requirements and Government rules & regulations
	A few of the Masters may be linked in the background. For example, Treasury Object Code – last two digits
	These Masters may be mapped to each other and the mapping may also change in future
	The codes have to be used as per Metadata and Data Standards, FMR Codes, NIN and other codes of MoHFW India to ensure inter-operability/integration across different applications being used at GoI and State level
Functions	These Masters are used by all Accounting Units and Offices of NHM, UP
	Duplicates should not be allowed
	Whether the row is currently active or inactive
	Every row shall keep applicable/effective period – from (date) to (date)
	In case a row ceases to exist, it will not be physically removed from table. It will be marked for deletion. Once a row is marked for deletion, the row shall not appear in drop down for entry of transaction. However, for prior period data, the content of row shall appear in reports
Location	SPMU
Performed by	Super User at SPMU
Input	Select the Master to be appended, updated or deleted
	Request for addition of an item in a Master
Reports	List of Masters
Notification	Masters added to all Accounting and Program Reporting Units – at the time of login

Masters are as following (Code as per MDDS & NIN code to be used):

Master Name	Purpose	Key indicators
State	To capture State to which transaction pertains to – facilitate application of the system in other States and integration of reports at Gol	State Code as per MDDS for Uttar Pradesh
Divisions	To generate reports for review at Divisional level	Divisions – Districts under a Division may change over a period of time
Districts	To record transactions in a District in different facilities and offices of the Department	<ul style="list-style-type: none"> - District - Division to which it pertains to - Is a HPD? - Is a Divisional Headquarter?
Block	To record transactions in a Block in different facilities (for each CHC and PHC) and offices of the Department	<ul style="list-style-type: none"> - Block - District to which it pertains to
Sub Centre	To record transactions pertaining to a Sub Centre	<ul style="list-style-type: none"> - Sub-Centre - Block to which it pertains to - District to which it pertains to
Office/Facility types	To record the type of office/Facility which is using system for transaction or viewing reports	<ul style="list-style-type: none"> - Office/Facility type - Office/Facility Description - Option: Gol, DMH&FW UP, DGMH, DGFW, SPMU, Divisional Office, CMO, District Hospital, CHC/BPHC, DPMU, BPMU - Is an Accounting Unit?
Facility/ Institution	To record the facility/institution to which funds are released for an activity	<ul style="list-style-type: none"> - Office/Facility type - Facility/Institution name - PFMS Code - NIN Code - Contact Person name, mobile, email id - Address
Vendor constitution	To record the constitution of vendor which is carrying an activity – Govt. /PSU/Corporation/ Limited Company/ Private Limited Company /Proprietor	<ul style="list-style-type: none"> - Constitution Code - Description
Vendor	To record vendor details to which payments/ advance are made	<ul style="list-style-type: none"> - Vendor Constitution - Vendor name - PFMS Code - Contact Person name, mobile, email id - Address
Employee Type	To record the Employee Type for assigning login – Gazetted Officer/Regular staff/Contractual staff through agency/Contractual staff direct	<ul style="list-style-type: none"> - Employee Type - Employee Type description
Gol/State share	To record the Gol and State share	<ul style="list-style-type: none"> - Financial Year - Gol share

		- State share
Grant	To record grants under which fund is received from GoI – at present, there are three Grants – 35, 83, 81	- Grant Code - Grant description
Pool	To enumerate different Pools. It is similar to FMR Code – first sub-code	- Pool Code - Pool Description - Financial Year
Programme Division	To enumerate different Programs. It is similar to FMR Code – second sub-code	- Pool Code - Program Code - Program Description - Financial Year
FMR Code	FMR Code comprises of five sub-codes	-
FMR Component	This is the first sub-code. Components are: - Health System Strengthening - Reproductive, Maternal, New Born, Child and Adolescent Health (RMNCH+A) - National Disease Control Programs (NDCP)	- FMR first sub-code or Component Code - Component description - Financial Year
FMR Sub-component	This is the second sub-code. Sub-components are: - HSS: MMU, ERS/PTS, Infrastructure, HR, Drugs & Logistics - RMNCH+A: Maternal Health, Child Health, Immunisation, Adolescent Health, Family Planning, NMHP, NCDPC, NPPMBI	- FMR second sub-code or Sub-component code - Component Code - Sub-component description - Financial Year
FMR Main Activity	This is the third sub-code	- FMR third sub-code or Main Activity code - Component Code - Sub-component Code - Main Activity description - Treasury Object Code - Financial Year
FMR Activity	This is the fourth sub-code	- FMR fourth sub-code or Activity code - Component Code - Sub-component Code - Main Activity Code - Activity Description - Treasury Object Code - Financial Year
FMR Minor Activity	This is the fifth sub-code	- FMR fifth sub-code or Minor Activity code - Component Code - Sub-component Code - Main Activity Code - Activity Code - Minor Activity Description - Treasury Object Code - Financial Year
Unit of Measurement	This is the unit of measurement for capturing physical progress	- UOM Code - UOM in short - UOM in long

		<ul style="list-style-type: none"> - Is a number only? - Is an alphanumeric?
General Ledger Head	To record the General Ledger Head of financial transaction	<ul style="list-style-type: none"> - GL Head - GL Head Description - Income/Expenditure or Asset/Liability? - Subsidiary Ledger (Y/N) - Subsidiary Ledger type - Financial Year
Subsidiary Ledger Type	To identify different class of Subsidiary Ledger. For example, Pools, Programs, Institutions/ Facility, Vendors, Employees – Regular, Employees – Contractual, Banks, Fixed Assets	<ul style="list-style-type: none"> - Subsidiary Ledger Type - Subsidiary Ledger Type Description - Financial Year
Subsidiary Ledger	To record list of subsidiary account with an Account Head	<ul style="list-style-type: none"> - GL Head - Subsidiary Ledger Type - Subsidiary Ledger Code - Subsidiary Ledger Description - Financial Year
TDS Section	To enumerate Income Tax Sections under which TDS is to be deducted alongwith Rate of Deduction	<ul style="list-style-type: none"> - TDS Section - TDS Section Description - TDS Rate - Financial Year
TDS Cess	To enumerate the Cess applicable on TDS	<ul style="list-style-type: none"> - Cess Code - Cess Description - Cess Rate - Financial Year
Accounting Unit/ Program Reporting Unit	To capture list of Accounting Units/Program Reporting Units	<ul style="list-style-type: none"> - Unit Code - Unit Name - Accounting/Program Reporting/Both - Consolidating Unit - Address - District - Division - Phone no. - From Date - To Date

Process	To add/modify/delete an item to/from a Master List
Purpose	To communicate an item to be added/modified/removed to/from a Master by any Accounting or Program Reporting Unit
Description	In case, an item is not available/to be removed/updated in Master to any Unit, a request for the it can be submitted on-line to the SPMU Superuser
	The SPMU superuser shall inform the associated Program/Accounting officer to check and add/remove/ update
	The associated Program/Accounting officer shall add/remove/update and forward it to SPMU Superuser
	The SPMU superuser shall approve/reject the change
	Alert to the indenting user on approval/rejection
Functions	The user enters details in the form indicating Master and content to be added/ removed/updated
	The SPMU Superuser shall forward It to concerned user
	The associated Program/Accounting officer shall update the Master and forward it to SPMU superuser
	The SPMU superuser shall approve the change and a notification shall be sent to all users
Location	BPMU, DPMU, SPMU
Performed by	Concerned Accounting or Program Reporting User
	SPMU superuser
	Associated Program/Accounting Officer at SPMU
Input	Request for change
	Verification of change
	Approval/Rejection of change
Reports	List of changes in Master in a duration
Notification	Alert on approval/rejection

Process	Uploading RoP – State, SPMU and District
Purpose	To upload RoPs – Annual and Supplementary
Description	RoPs are received from MoHFW – Annual and Supplementary
	District RoPs are prepared at SPMU
	These RoPs shall be uploaded on the system for reference
	Pool and Program (or Component) summary (Resource Envelop) to be entered to cross check entry of total RoP; Summary of Sources of Resource Envelop is also to be entered
Functions	Entry of Reference No., date and Pool and Program (Component) totals
	Pool and Programs to be selected from FMR Code Masters
	Uploading of RoP as received from MoHFW
	Uploading of SPMU/District RoPs
Location	SPMU
Performed by	Planning
	Verified by Finance
Input	Summary figures from RoP
	RoP file
Reports	RoPs received from MoHFW with summary figures – years at a glance (Pool as well as Programs)
	RoPs prepared for the District with summary figures – years at a glance (Pool as well as Programs)
	Downloading of selected RoP

Process	Entry of Sub-component of RoP, Committed as well as Approved, as received from moHFW
Purpose	To enter Sub-component details of RoP <ul style="list-style-type: none"> - Committed and Approved - Annual and Supplementary
Description	Sub-component-wise figures of RoP (Committed and Approved) for Main and Supplementary RoPs are to be entered
	These figures will be cross-checked during preparation of SPMU/District RoPs
	These figures will also be cross-checked while entry of Main Activity, Activity and Minor Activity of State RoP is entered subsequently – value as well as in terms of FMR Code
Functions	RoP is to be selected from RoP already entered in Uploading task
	Sub-component is to be selected from FMR Code Masters
	Pool and Component are selected from the entry made in Uploading task
	Total figures should match
Location	SPMU
Performed by	Planning
	Finance
Input	RoP as received from MoHFW
Reports	Sub-component-wise and Year-wise RoP <ul style="list-style-type: none"> - with annual and supplementary breakup - Committed and Supplementary breakup
	Sub-component-wise Yearly RoP - with annual and supplementary breakup

Process	Entry of Main Activity of RoP as received from MoHFW
Purpose	To enter Main Activity-wise details of RoP - Annual and Supplementary
Description	Main Activity-wise figures of RoP for Main and Supplementary RoPs are to be entered
	Mapping with Object Code of Treasury Accounting system, wherever there is no further Activity break-down
	Provision for physical target is to be made wherever applicable; Indicator is to be selected from list of indicators applicable for the Main Activity
	These figures will be cross-checked during preparation of SPMU/District RoPs
	These figures will also be cross-checked while entry of Activity and Minor Activity of State RoP is entered subsequently – value as well as in terms of FMR Code
Functions	RoP is to be selected from RoP already entered in Uploading task
	Main Activity is to be selected from FMR Code Masters
	A flag is to be entered to mark whether the activity is to be further broken into Activity and Minor Activity
	Another flag is to be entered to mark whether the Amount is for expenditure at SPMU and/or Districts (High Priority Districts only or All or Selected)
	Physical target is to be entered wherever applicable
	Pool, Component and Sub-component are selected from the entry made in Uploading task
	Total figures should match
Location	SPMU
Performed by	Planning
	Finance
Input	RoP as received from MoHFW
Reports	Main Activity-wise and Year-wise RoP - with annual and supplementary breakup
	Main Activity-wise Yearly RoP - with annual and supplementary breakup

Process	Entry of Activity-wise of RoP as received from MoHFW
Purpose	To enter Activity-wise details of RoP - Annual and Supplementary
Description	Activity-wise figures of RoP for Main and Supplementary RoPs are to be entered
	Provision for physical target is to be made wherever applicable; Indicator is to be selected from list of indicators applicable for the Main Activity
	These figures will be cross-checked during preparation of SPMU/District RoPs
	These figures will also be cross-checked while entry of Minor Activity of State RoP is entered subsequently – value as well as in terms of FMR Code
Functions	RoP is to be selected from RoP already entered in Uploading task
	Activity is to be selected from FMR Code Masters
	A flag is to be entered to mark whether the activity is to be further broken into Minor Activity
	Another flag is to be entered to mark whether the Amount is for expenditure at SPMU and/or Districts (High Priority Districts only or All or Selected)
	Physical target is to be entered wherever applicable
	Pool, Component, Sub-component and Main Activity are selected from the entry made in Uploading task
	Total figures should match
Location	SPMU
Performed by	Planning
	Finance
Input	RoP as received from MoHFW
Reports	Activity-wise and Year-wise RoP - with annual and supplementary breakup
	Activity-wise Yearly RoP - with annual and supplementary breakup

Process	Entry of Minor Activity-wise of RoP as received from MoHFW
Purpose	To enter Minor Activity-wise details of RoP - Annual and Supplementary
Description	Minor Activity-wise figures of RoP for Main and Supplementary RoPs are to be entered
	Provision for physical target is to be made wherever applicable; Indicator is to be selected from list of indicators applicable for the Main Activity
	These figures will be cross-checked during preparation of SPMU/District RoPs
	These figures will also be cross-checked in terms of FMR Code
Functions	RoP is to be selected from RoP already entered in Uploading task
	Minor Activity is to be selected from FMR Code Masters
	A flag is to be entered to mark whether the Amount is for expenditure at SPMU and/or Districts (High Priority Districts only or All or Selected)
	Physical target is to be entered wherever applicable
	Pool, Component, Sub-component, Main Activity and Activity are selected from the entry made in Uploading task
	Total figures should match
Location	SPMU
Performed by	Planning
	Finance
Input	RoP as received from MoHFW
Reports	Minor Activity-wise and Year-wise RoP - with annual and supplementary breakup
	Minor Activity-wise Yearly RoP - with annual and supplementary breakup

Process	Preparation of SPMU/District-wise RoP – Annual and Supplementary
Purpose	To bifurcate the RoP received from Gol to SPMU and various districts in different activities
Description	RoP for the entire State is received from Gol – Annual as well as Supplementary
	For each Activity, RoP is to be bifurcated for SPMU and for Districts: <ul style="list-style-type: none"> - Entire amount proposed in RoP is distributed in SPMU and districts - Partial amount is distributed and remaining is to be distributed later - The distribution of districts may be restricted to HPDs only
	The bifurcation is approved by EC
	Value of indicator for calculation of amount for each activity is to be entered wherever applicable
Functions	Select the RoP which is to be bifurcated – Annual or Supplementary
	Select a Main Activity/Activity/Minor Activity in which the amount of RoP is to be bifurcated
	Check whether any balance amount is left for bifurcation
	Select whether it is to be bifurcated into SPMU and/or HPDs or all Districts
	Check whether the entire amount is to be allocated or partial amount. If partial specify the amount to be bifurcated.
	Select whether the amount is to assigned equally to all districts, based on value of indicator or to be entered for each district
	Check that the sum of amount bifurcated is neither more than the partial amount, if any nor with the total amount specified for the activity
	If an indicator is specified at the time of entry of entire RoP, then the value of indicator is to be captured for each district
Location	SPMU
Performed by	Respective GMs
	Checked by Planning
	Approved by Finance
Input	Minutes of EC for allocation
	RoP as received from Gol
Reports	District Action Plan
	State Action Plan
	Activities which have balance amount to be bifurcated

Indicators associated with RoP (Not exhaustive)

Indicator	Type	Indicator	Type
24x7 PHC	Number	Anganwadi Worker	Number
Blocks	Number	ANM	Number
CHCs	Number	ASHAs	Number
District Hospitals	Number	Counsellor	Number
Districts	Number	Doctors	Number
Divisions	Number	Human Resource	Number
FRU	Number	Lady Medical Officer	Number
Non 24x7 PHC	Number	Participants	Number
Non FRU CHC	Number	Specialist Doctor	Number
PHCs	Number	Student	Number
Sub Centres	Number	Team	Number
Urban Hospital	Number	Volunteer	Number
VHSC	Number	Ambulance	Number
Cell	Number	Anganwadi Centre	Number
HTC Centres	Number	Beds	Number
Nutrition Rehabilitation Centre	Number	Booklet	Number
PSP Cell - 44(15)	Number	Bottle	Number
ANC	Number	Cards	Number
Beneficiary	Number	Case Sheet	Number
C Section	Number	Drug & Medicine	Number
Cases – 44(3)	Number	Equipment	Number
Children	Number	Formats/sheets	Number
Diagnostics	Number	Kits	Number
FDS – 44(3)	Number	Meal	Number
High Risk Pregnancy	Number	ORS Packet	Number
Maternal Death	Number	Primary School	Number
New Born	Number	Trip	Number
Normal Delivery	Number	Upper Primary School/Inter College	Number
USG	Number	Expected population In year	Number
Batch (for training)	Number	High Priority district	Yes
Events	Number		
Follow-up	Number		
Meeting	Number		
Months	Number		
Session	Number		
Visit	Number		

Process	Preparation of DPMU/Block-wise RoP – Annual and Supplementary
Purpose	To bifurcate the RoP received from SHS to DPMU and various Blocks in a District in different activities
Description	RoP for the entire District is received from SHS – Annual as well as Supplementary
	For each Activity, RoP is to be bifurcated for DPMU, Divisional PMU and for Blocks: <ul style="list-style-type: none"> - Entire amount proposed in RoP is distributed in DPMU, Div PMU and Blocks - Partial amount is distributed and remaining is to be distributed later
	The bifurcation is approved by DHS
	Value of indicator for calculation of amount for each activity is to be entered wherever applicable
Functions	Select a Main Activity/Activity/Minor Activity in which the amount of RoP is to be bifurcated
	Check whether any balance amount is left for bifurcation
	Select whether it is to be bifurcated into DPMU, Div PMU and/or all Blocks
	Check whether the entire amount is to be allocated or partial amount. If partial specify the amount to be bifurcated.
	Select whether the amount is to assigned equally to all Blocks, based on value of indicator or to be entered for each Block
	Check that the sum of amount bifurcated is neither more than the partial amount, if any nor with the total amount specified for the activity
	If an indicator is specified at the time of entry of entire RoP, then the value of indicator is to be captured for each Block
Location	DPMU
Performed by	Respective Program Officers
	Checked by District Account Manager
	Approved by District Project Manager
Input	Minutes of DHS for allocation
	RoP as received from SHS
Reports	Block Action Plan
	District Action Plan
	Activities which have balance amount to be bifurcated

Process	Uploading of guidelines for activities
Purpose	To prepare a repository of guidelines issued by MoHFW/NHM for carrying out activities
Description	MoHFW/NHM provides guidelines for carrying out activities against budget issued
	Executing Office/agency has to adhere to these guidelines
	Normally, these offices/agencies do not spend funds without guidelines
	To track uploading of guidelines and versions
Functions	Select a Main Activity/Activity/Minor Activity in which the fund is allocated in RoP
	Check whether a guideline already uploaded or not?
	If uploaded, show 5 keywords associated with the guideline and provision to view the entire guideline; Provision to change the guideline, if required
	If not uploaded, provision to upload guidelines with the associated Activity
	Provision to check and submit guidelines by Finance
Location	SPMU
Performed by	Planning
	Finance
Input	Guideline for each activity
Reports	List of guidelines with each activity
	Activities with no guidelines attached
	View facility of guidelines to all users

Process	Grant receipt and communication to DG, FW for release of State Share
Purpose	To capture details of Grant received from Gol and generate a letter for DG, Family Welfare to release the State share
Description	Grant is received from Gol as per RoP approved for the Financial Year
	Details of Grant are to be captured – Grant Letter No., Date of Grant Letter, Financial Year pertaining to, Gol share, State share
	Based on the Grant letter, a letter is to be printed for DG, FW to release State share
	Letter to DG, FW may club a number of Grant Letters received from Gol
Functions	To capture details of Grant received from Gol from the letter received – Grant 35/81/83; Revenue/Capital; Pool
	To generate a letter for DG, FW to release State Share corresponding to Gol grant
	Bank Transit voucher is prepared
Location	SPMU
Performed by	Finance
Input	Letter of Grant received from Gol
	To generate the letter for DG, FW
Reports	List of Grants received from Gol
	Letter to DG, FW for release of State Share
	List of Grants for which State Share has not been received

Process	Release by State Govt.
Purpose	To capture details of release by the State Govt.
Description	State Govt. issues a Govt. Order (GO) for release of funds against letter received from DG, FW
	Details of GO are to be captured
	The GO is mapped with the request of release from DG, FW as well as Grants received from Gol
	The release may pertain to previous years' dues as well
Functions	Release may pertain to single or multiple letters of request from DG, FW
	Release may pertain to single or multiple Grant letters received from Gol
Location	SPMU
Performed by	Finance
Input	GO received for Release
Reports	List of Releases from GoUP against Central share
	List of Grants received from Gol – Program-wise
	Report on Grants, Letters from DG, FW and Releases
	Details of funds released by State Govt. to State Health Society

Process	Receipt of funds at State level
Purpose	To capture receipt of funds
Description	Funds are received from Treasuries to SHS level (Main Account).
Description	Subsequent to issue of GO by the State Govt. for release of fund, DG, FW submits bill to Treasuries
	Treasuries transfers fund to State Health Society Account in Bank (Main Account)
Functions	Bank Receipt Voucher is prepared for SHS – GO number and date are to be entered in Narration
	Bank in Transit is credited
Location	SPMU
Performed by	Finance
Input	Fund receipt from Bank Statement of SHS
Reports	As specified in “Reports for GoUP related to Grant & Releases” process

Process	Reports for GoUP related to Grant & Releases
Purpose	To generate periodic reports to be sent to GoUP
Description	Monthly Progress Reports are to be sent to the State Govt.
	These reports should be generated by the System for current or any previous month
Functions	Reports to be generated are given below
Location	SPMU
Performed by	Finance
Input	Month for which the report is to be generated
Reports	Format – 172: NRHM
	Format: NRHM (includes Utilisation Certificate as well) [#]
	Format 1 – Scheme-wise details
	Format 3 – Details of Central Assistance
	Format 5 – Details of important schemes
	Format: Details of funds with Bank & Executing Agency
	Format: Details of funds released by State Govt. to SHS – Program-wise
	Format: Main Activity wise release of funds to SHS
	Format: Release of fund by State Govt. against Grants released by Gol
	Format: Financial Year wise Program-wise proposals sent by DG FW and corresponding GOs issued
	Format: Program-wise Grants sanctioned by Gol and date of credit of fund

[#] Utilisation Certificate pertains to Expenditure made in the previous year (Due) and Audited Expenditure reported (Sent) to the Gol. With quarterly FMR, Provisional Expenditure Report is sent to Gol.

Process	Monthly Financial Reports for NHM
Purpose	To generate analytical reports on Expenditure
Description	These reports are generated for analysis of expenditure as and when required
	Available fund is the Opening Balance with Bank (Vendors/Agencies) and fund released in the current Financial Year
Functions	Reports to be generated are given below
Location	SPMU
Performed by	Finance
Input	Month for which the report is to be generated
Reports	Analysis of Cumulative Expenditure for each month of last two years
	Analysis of Monthly Expenditure for each month of last two years
	Program-wise Expenditure and comparison with previous year upto month expenditure
	GM wise Financial Statement upto month
	Sub-Component wise Expenditure and comparison with previous year upto month expenditure
	Main Activity wise Expenditure of all districts – <ul style="list-style-type: none"> - sorted on Main Activity - sorted on % of Expenditure against Available fund - sorted on balance fund
	Activity wise Expenditure of all districts – <ul style="list-style-type: none"> - sorted on Activity - sorted on % of Expenditure against Available fund - sorted on balance fund
	Minor Activity wise Expenditure of all districts – <ul style="list-style-type: none"> - sorted on Minor Activity - sorted on % of Expenditure against Available fund - sorted on balance fund
	District-wise Expenditure and comparison with previous year upto month expenditure <ul style="list-style-type: none"> - sorted on Districts - sorted on Expenditure % against total fund
	Pool-wise District-wise Expenditure and comparison with previous year upto month expenditure
	Program-wise District-wise Expenditure and comparison with previous year upto month expenditure
	Main Activity-wise District-wise Expenditure and comparison with previous year upto month expenditure
	Activity-wise District-wise Expenditure and comparison with previous year upto month expenditure
	Minor Activity-wise District-wise Expenditure and comparison with previous year upto month expenditure
	District-wise and selected Program-wise(having negative expenditure percentage) Expenditure and comparison with previous year upto month expenditure

Process	Sanction for release of funds to DHS
Purpose	To sanction release of funds as and when proposed by the Program at SPMU
Description	After receipt of RoP, the GM proposes release of funds to Districts, Activity-wise
	Based on availability of funds, Finance takes approval for sanction of release of funds to DHS Activity-wise
	The Sanction letter is sent to Districts
	Fund is released to DHS
Functions	GM of the Program prepares a proposal to release fund to districts for specific Activities and sends to Finance
	Finance checks the proposal from RoP of the Program and Districts and takes approval for release of funds
	Sanction letter is issued which specifies the Activity for which the fund is to be utilised
	Fund is transferred to the DHS account
Location	SPMU
Performed by	Program Officer
	Finance
Input	Sanction proposal
Reports	Activity-wise Budget Allocation and Sanctions for the Financial Year
	District-wise Budget Allocation and Sanctions for the Financial Year

Process	Sanction for release of funds to Blocks by DHS
Purpose	To sanction release of funds by DHS to Blocks
Description	After receipt of DHAP, the DHS has to release funds to Blocks based on indicators, Activity-wise
	Based on availability of funds, Program Officer takes approval for sanction of release of funds to Blocks Activity-wise
	The Sanction letter is sent to Blocks
	Fund is released to Block Bank Account
Functions	DHAP is distributed to Blocks for carrying out different activities based on indicators
	DPMU checks the proposal from DHAP and takes approval for release of funds
	Sanction letter is issued which specifies the Activity for which the fund is to be utilised
	Fund is transferred to the Block Bank Account from District Program Account
Location	DPMU
Performed by	Program Officer
	DPMU
Input	Sanction proposal
Reports	Activity-wise Budget Allocation and Sanctions for the Financial Year
	District-wise Budget Allocation and Sanctions for the Financial Year
	Block-wise Activity-wise Budget Allocation and Sanctions for the Financial Year
	Block-wise Budget Allocation and Sanctions for the Financial Year

Process	Release of funds
Purpose	To record release of fund at State, District and Block level
Description	<p>Funds are released at following levels:</p> <ul style="list-style-type: none"> - SHS (Main Account) to Tier 1 Account (Pool Account) at State level - Tier 1 Account at State level to Tier 2 Account (Program Account) at State level - Tier 2 Account (Program Bank Accounts) at State level to DHS/SPMU - DHS to Program Bank Accounts at District level - Program Bank Accounts to Block level Bank Account
	For all these transactions, Bank Transfer Voucher shall be used
	At the recipient Accounting Unit, Bank Receipt Voucher shall be created automatically with an alert to the user to post the same. Bank in Transit shall be used whenever intimation regarding budget sanction is received at District or Block level.
Functions	Bank Transfer Voucher shall be made to transfer funds from one Bank Account to Other Bank Account
	Only relevant Bank Accounts shall appear for the Accounting Unit
Location	SPMU and DPMU
Performed by	Finance
Input	List of funds transferred
Reports	Fund released to Districts/Blocks of the associated district

Process	Entry of Opening Balances
Purpose	To enter Opening Balances for the first time of system deployment at Accounting Units
Description	At the time of migration or deployment of the system, opening balances of Ledger Heads are to be entered in the system
	The entry can be either entered or transferred from the TALLY data through a utility
Functions	Select the Accounting Unit and the Financial Year
	Check whether Opening Balances exist or not
	If yes, display and confirm whether they are to be deleted
	Make a provision to enter opening balances
	Total of all Debits and Credits should match with total assigned
	Alternatively, data can be transferred through utility which will map TALLY Ledger Heads with new Ledger Heads assigned
Location	May be done centrally at SPMU
Performed by	Finance
Input	Balance Sheet, Receipt & Payment and Other Schedules and Trial Balance
Reports	Opening Balance Report

Process	Entry of Opening Balances of Committed
Purpose	To enter Opening Balances of Committed amount of different financial years for the first time of system deployment at Accounting Units
Description	At the time of migration or deployment of the system, opening balances of Committed amount of different financial years for different FMR Codes are to be entered in the system. These balances will be used while making Payment vouchers
Functions	Select the Accounting Unit and the Financial Year
	Check whether Opening Balances of Committed amount exist or not
	If yes, display and confirm whether they are to be deleted
	Make a provision to enter opening balances – please ensure that the financial year is entered in the Opening of Financial Year as well as FMR Code for entries exist or not
	Total of sum for a financial year should match with the total assigned
Location	May be done centrally at SPMU
Performed by	Finance
Input	Outstanding Committed amount at Accounting Unit with FMR Code and financial year
Reports	Opening Balances of Committed amount

Process	Entry of Opening Balances of Advances
Purpose	To enter Opening Balances of advances given to Agencies in different financial years for the first time of system deployment at Accounting Units
Description	At the time of migration or deployment of the system, opening balances of advances given to Agencies in different financial years for different FMR Codes are to be entered in the system. These balances will be used for Advance analysis
Functions	Select the Accounting Unit and the Financial Year
	Check whether Opening Balances of advances exist or not
	If yes, display and confirm whether they are to be deleted
	Make a provision to enter opening balances – please ensure that the financial year is entered in the Opening of Financial Year, FMR Code for entries and Agency exist or not
	Total of sum for a financial year should match with the total assigned
Location	May be done centrally at SPMU
Performed by	Finance
Input	Outstanding advances to Agencies at Accounting Unit with FMR Code and financial year
Reports	Opening Balances of Advances with Agencies, dates and FMR Code

Process	Opening Balances of Assets/Liabilities for current financial year till closure of previous financial year
Purpose	To present Opening Balances of Assets/Liabilities to next Financial Year till close of previous Financial Year
Description	Two financial years can be accessed till finalization of accounts of the previous year
	When the previous financial year is closed, opening balances of Assets/Liabilities are transferred to the next financial year
	Till the closer of the previous financial year, opening balances for the current financial year are to be calculated from the opening balance of the previous financial year and transactions during the previous financial year
Functions	For printing of ledgers of assets and liabilities heads
	Check whether the balances are available in the Opening Balance table
	If not, take the opening balance from the previous financial year and add transactions during the previous financial year
	Take the balance calculated as on March 31 as opening balance
Location	Accounting Unit
Performed by	System
Input	Ledger Head
Reports	Ledger

Payments

Process	Advance or Expenditure Payment Voucher
Purpose	To record payment of Expenditure or Advance at SPMU, DPMU, BPMU, Facilities and Divisional PMU
Description	All payments of expenditure and advance are made through PFMS
	Advance or Expenditure Payment vouchers are to be made
	Bank Account is to be selected from which the payment is to be made. Check can be made on Program Code of FMR and Bank Account from which the payment is being made.
	Party Code shall be taken from the Code assigned by PFMS
	Balance with the selected Bank Account shall be shown
	Selection for payment from RoP or Committed shall be made
	If Committed, then the Financial Year to which it pertains to shall be selected Activities in which Commitment was made shall appear for selection Balance available in the Activity selected shall be displayed
	If payment is to be made from RoP, then Activities with Sanctioned Amount shall appear for selection The balance amount available in the Activity shall be displayed
	If the payment is made more than the balance committed amount/Sanctioned Amount, then a report shall be generated Daily report of such transactions for the entire State shall be generated.
	Provision for entry of physical progress as applicable to FMR Code
	Whenever TDS head is selected, the user shall have to select the Section under which TDS is to be deducted. Accordingly, amount will appear in the TDS head.
	User should enter Bill No., Bill date and bill amount against which the payment is being made
	For Advance Payment, a Journal Voucher shall have to be entered later to adjust the advance
	Provision to view guidelines issued for payment of the activity
	Consummable purchase details shall also be captured.
Functions	Select Bank Payment Voucher
	A voucher sequence number shall be generated to identify the preparation of voucher
	Select whether the payment is from RoP or Committed
	Select the Bank Account from which is to be made – Bank Balance shall be displayed
	Select the Party to which the payment is to be made – Payment made in the current year shall be displayed
	Select the Ledger Head indicating whether an advance payment or an expenditure (This will not allow entry of Fixed Asset Ledger Head)
	Select the FMR code (Activity) for which the payment is to be made – Balance available in Allocation as well as in Sanction shall be displayed; Provision to view guidelines shall also be there
	Enter the details of payments in voucher
	If TDS deduction head is selected, the system shall ask for TDS Section under which the TDS is to be deducted, Bill No., Bill Date and Bill Amount. TDS shall be calculated by the system and displayed in the voucher
	A provision for GST calculation shall also be made for future implementation

	Payment advice number and date of PFMS system shall be entered for posting of voucher
	On posting of voucher, Voucher Number shall be generated and saved. Once the voucher is posted, it can neither be deleted nor modified. The Voucher Number shall be maintained Accounting Unit wise. No Voucher Number should be missing.
	Narration can be modified for a posted voucher
	Posting of voucher can be voucher-wise or based on a periodicity
	Provision for attaching the scanned copy of the bill should be there (this can be made for bills above a fixed amount). This can help in audit process.
	For salary payment of employees, use of Manav Sampada code shall be mandatory.
Location	SPMU, DPMU, BPMU, Divisional PMU, Facilities
Performed by	Accounts
Input	Approval for payment, Bill of Party and Payment Advice of PFMS
Reports	Advance or Expenditure Payment Voucher

Fixed Asset payment

Process	Fixed Asset Payment Voucher
Purpose	To record payment of Fixed Asset at SPMU, DPMU, BPMU, Facilities and Divisional PMU
Description	All payments of fixed asset are made through PFMS
	Fixed Asset Payment vouchers are to be made
	Bank Account is to be selected from which the payment is to be made. Check can be made on Program Code of FMR and Bank Account from which the payment is being made.
	Party Code shall be taken from the Code assigned by PFMS
	Balance with the selected Bank Account shall be shown
	Selection for payment from RoP or Committed shall be made
	If Committed, then the Financial Year to which it pertains to shall be selected Activities in which Commitment was made shall appear for selection Balance available in the Activity selected shall be displayed
	If payment is to be made from RoP, then Activities with Sanctioned Amount shall appear for selection The balance amount available in the Activity shall be displayed
	If the payment is made more than the balance committed amount/Sanctioned Amount, then a report shall be generated Daily report of such transactions for the entire State shall be generated.
	Provision for entry of physical progress as applicable to FMR Code
	Whenever TDS head is selected, the user shall have to select the Section under which TDS is to be deducted. Accordingly, amount will appear in the TDS head.
	User should enter Bill No., Bill date and bill amount against which the payment is being made
Functions	Select Fixed Asset Payment Voucher
	A voucher sequence number shall be generated to identify the preparation of voucher
	Select whether the payment is from RoP or Committed
	Select the Bank Account from which is to be made – Bank Balance shall be displayed
	Select the Party to which the payment is to be made – Payment made in the current year shall be displayed
	Select the Ledger Head of nature of Fixed Asset (Air Conditioner, Computer & Electronics Items, Furniture & Fixtures, Generators, Other Fixed Assets, etc.)
	Select the FMR code (Activity) for which the payment is to be made – Balance available in Allocation as well as in Sanction shall be displayed
	Enter the details of payments in voucher
	If TDS deduction head is selected, the system shall ask for TDS Section under which the TDS is to be deducted, Bill No., Bill Date and Bill Amount. TDS shall be calculated by the system and displayed in the voucher
	A provision for GST calculation shall also be made for future implementation
	For fixed assets, there shall be a provision to enter the Make, Model, Equipment name, Equipment ID, location where installed, installation date, warranty details and contact number of Service Provider
	Payment advice number and date of PFMS system shall be entered for posting of voucher

	On posting of voucher, Voucher Number shall be generated and saved. Once the voucher is posted, it can neither be deleted nor modified. The Voucher Number shall be maintained Accounting Unit wise. No Voucher Number should be missing.
	Narration can be modified for a posted voucher
	Posting of voucher can be voucher-wise or based on a periodicity
	Provision for attaching the scanned copy of the bill should be there (this can be made for bills above a fixed amount). This can help in audit process.
Location	SPMU, DPMU, BPMU, Divisional PMU, Facilities
Performed by	Accounts
Input	Approval for payment, Bill of Party and Payment Advice of PFMS
Reports	Fixed Asset Payment Voucher

Process	Adjustment (Journal) Voucher
Purpose	To make an adjustment, correction or transfer entry
Description	The voucher is used to make corrections in FMR codes, Ledger Heads and amounts.
	This can be made for vouchers during a financial year
	Adjustment of Advances, Fixed Assets and RoP/Committed shall not be permitted. For these types of corrections, use Voucher Reversal option and prepare a new Payment Voucher
Functions	Select the voucher
	A voucher sequence number shall be generated to identify the preparation of voucher
	Use applicable Ledger Heads and FMR Codes
	Only relevant Bank Accounts shall appear for the Accounting Unit
	On posting of voucher, Voucher Number shall be generated and saved. Once the voucher is posted, it can neither be deleted nor modified. The Voucher Number shall be maintained Accounting Unit wise. No Voucher Number should be missing.
	Narration can be modified for a posted voucher
	Posting of voucher can be voucher-wise or based on a periodicity
	Provision for attaching the scanned copy of the relevant document should be there (this can be made for transactions above a fixed amount). This can help in audit process.
	Provision to capture Utilisation Certificate from Vendors/Agencies should be there.
Location	SPMU, DPMU, BPMU, Facilities and Divisional PMUs
Performed by	Finance
Input	Correction or transfer details
Reports	Adjustment (Journal) Voucher

Process	Voucher Reversal
Purpose	To amend an erroneous recording of transaction which may not be allowed with Adjustment (Journal) Voucher
Description	Identification details of voucher to be reversed should be entered (Voucher type and Voucher Number)
	Existing voucher shall be displayed on the screen
	User will be prompted to reverse the voucher
	A Voucher Sequence Number shall be generated
	User can attach any document indicating reason for reversal
	Voucher can be posted
	A new voucher can be made with correct entries separately
Functions	Select the Voucher Reversal option
	Enter the Voucher type and number of the Voucher
	Voucher shall be displayed on the screen
	Check entries of voucher and click on 'Reverse the Voucher'
	A new voucher shall appear with reverse entries and new Voucher Sequence Number
	Narration should indicate reason for voucher reversal
	On posting of voucher, Voucher Number shall be generated and saved. Once the voucher is posted, it can neither be deleted nor modified. The Voucher Number shall be maintained Accounting Unit wise. No Voucher Number should be missing.
	Provision for attaching the scanned copy of the relevant document should be there (this can be made for transactions above a fixed amount). This can help in audit process.
	Posting of voucher can be voucher-wise or based on a periodicity
Location	SPMU, DPMU, BPMU, Facilities and Divisional PMU
Performed by	Finance
Input	Voucher type and Voucher Number to be reversed
Reports	Reverse Voucher

Process	Bank Reconciliation Statement Opening
Purpose	To enter the opening of Bank Reconciliation Statement
Description	Bank Reconciliation statement is to be entered to initiate the Bank Reconciliation from the system
	This is followed by entry or import of the Bank statement
	The Bank reconciliation process is to be initiated
	Bank Reconciliation Statement shall be generated by the system
Functions	Bank and date of Bank Reconciliation Statement is to be prompted for
	Entry of BRS entries are to be made
	This BRS is saved
Location	SPMU, DPMU, BPMU, Facilities and Divisional PMU
Performed by	Finance
Input	Bank Reconciliation Statement
Reports	Bank Reconciliation Statement

Process	Entry of Bank Statement
Purpose	To enter the Bank Statement for a period
Description	Bank Statement is to be entered for a period of the selected bank
	Alternatively, Bank Statement can be imported from the soft copy
	This screen can also be used to view the Bank Statement imported from the soft copy
Functions	Bank, period of Bank Statement, Opening Balance and Closing Balance are to be entered
	Format of entry of Bank Statement appears on the screen
	Captures Date, Instrument Number, Amount (Debit or Credit)
	The Balance with each row is calculated by the system
	System will check whether entries made tally with the Opening and Closing Balances of the Bank Statement
	Every Bank Statement is assigned a unique number
Location	SPMU, DPMU, BPMU, Facilities and Divisional PMU
Performed by	Finance
Input	Bank Statement
Reports	Bank Statement

Process	Bank reconciliation of a Bank Statement
Purpose	To reconcile entries of a Bank statement and Bank vouchers
Description	Prior to this activity, Bank Reconciliation of a specified Bank Statement is to be selected and checked whether it has already been reconciled or not
	Distinct entries of Bank Statement are reconciled with entries of Vouchers based on instrument number and amount
	Bank statement number and Voucher numbers are written in Voucher entries and Bank Statement entries respectively
Functions	Select a Bank Statement and check whether it has been reconciled or not
	If not, start reconciliation of distinct Bank Statement entry with un-reconciled entry of voucher based on instrument number and amount
	Show the report to the user
	Get a confirmation about the correctness of Bank reconciliation
	In Bank entry, indicate voucher number and in Voucher entry, indicate Bank Statement Number
	This may leave few entries of Bank Statement which are not distinct
Location	SPMU, DPMU, BPMU, Facilities and Divisional PMU
Performed by	Finance
Input	Bank Statement and Vouchers
Reports	Bank Reconciliation Statement

Process	Bank reconciliation of un-reconciled entries
Purpose	To reconcile un-reconciled entries of a Bank statement and Bank vouchers
Description	Prior to this activity, Bank Reconciliation of a specified Bank Statement is to be selected, carried out through the system and approved
	This may leave few entries of Bank Statement un-reconciled – distinct entries are not available in voucher or broken or contra entry within the Bank Statement
	These are to be manually selected and reconciled through this form
Functions	Select a Bank Statement and check whether any of its entry is still un-reconciled
	Display un-reconciled Bank Statement entries in top half of the screen
	Display un-reconciled entries of vouchers in second half of the screen
	Allow user to pick one or multiple entry from Bank Statement and vouchers
	Check if the total sum of Bank entries tally with total sum of Voucher entries
	Confirm it from the User and post
	Repeat it will there are un-reconciled entries in Bank Statement
	Get a final confirmation from the user and mark all entries as reconciled, both in Bank Statement as well as Voucher
	In Bank entry, indicate voucher number and in Voucher entry, indicate Bank Statement Number
Location	SPMU, DPMU, BPMU, Facilities and Divisional PMU
Performed by	Finance
Input	Bank Statement and Vouchers
Reports	Bank Reconciliation Statement

Process	Age-wise analysis of Advances to Agencies
Purpose	To analyse advances given to vendors, District level Units, RKS, Block level facilities, VHSNCs, Sub-Centres for follow-up as well as identification of amount to be committed
Description	Advances are given to various implementing agencies
	These agencies report the progress as well as expenditure incurred
	This report will assist in follow up for adjustment of advances
Functions	Advance payments are reported through Payment Voucher
	Expenditure is reported by Journal Voucher with physical progress
	As the advance may be given number of times to an Agency, the Expenditure reporting should match it with FMR code
	The slabs for reporting may be 3 months, 6 months, 9 months, 1 year, 2 years, more than 2 years
	The slab can also be on amount: upto Rs. 50,000 - Rs. 1 lakh – upto 5 lakh – upto 10 lakh – upto 25 lakh, upto 50 lakh – upto 1 crores – more than 1 crore
	Agencies may get advances from multiple Districts/Blocks, accordingly the report may be prepared for a district as well as for an Agency in the entire State
Location	BPMU, DPMU and SPMU
Performed by	Accounts and Program Officers
Input	
Reports	a) Advance ledger b) Age-wise Advances analysis for a District c) Age-wise Advances analysis for an Agency d) Amount slab-wise advances analysis

Process	Web services for payment integration with PFMS
Purpose	To ensure that Accounting Units do not have to use Accounting software and PFMS software separately, PFMS shall be integrated with Accounting software
Description	All payments are made using PFMS software
	To ensure that Accounting User makes accounting entry alongwith payment details for PFMS software
	PFMS parameters shall be passed to PFMS software through web services
	PFMS processes data and returns few parameters. These parameters shall be accepted in the Accounting system and stored/printed
	End-user need not login to the PFMS system directly
	This will ensure that all payment entries are made in Accounting software and reconciled with PFMS system.
Functions	Web service is to be developed
	The end-user needs to enter accounting entries as well as authorization credentials and entries for PFMS.
	These will be passed to PFMS
	PFMS will validate the user and accepts PFMS entries
	On processing, PFMS shall return 'satisfactory processing' with payment advice details
	These details will be saved in the system
	This will also be used for maintaining Party Accounts and other Masters required for PFMS
Location	SPMU
Performed by	Finance
Input	Payment details
Reports	Payment advice and other outputs from PFMS

Process	Proposal preparation of Committed Amount at Block
Purpose	To facilitate BPMU to prepare proposal for Committed Amount
Description	Committed amount proposal requires following inputs: <ul style="list-style-type: none"> - Unspent Committed amounts of previous years - Advances given to Agencies/Facilities - Amount required for Ongoing activities of current year
	This activity is carried out at Block
	District carries out for its own and assesses/consolidates requirement of Blocks
	SPMU carries out it for its own and assesses/consolidates for the entire State
	Finance at SHS checks, approves and communicates
Functions	There will be five sub-pages of this form
	Sub-page 1: Balance Committed amount of previous years - FMR Code and FY
	Sub-page 2: Balance Advances lying with vendors – FMR Code and Vendor
	Sub-page 3: Balance Advances lying with RKS – FMR Code, Facility Name and Advance
	Sub-page 4: Balance Advances lying with VHSNCs – FMR Code, VHSNC name and Advance
	Sub-page 5: Bank Balance and provision for selection of FMR Code, Narration, Amount to be committed, Reason code (Sec A to Sec D) for the current FY of Block level activities
	For each of the rows of these sub-pages, there will be a check box for proposal to convert into Committed, Amount (if it is to be changed), Narration and Reason (Sec A to Sec D)
	Reason for moving in Committed for current year <ul style="list-style-type: none"> - sec A: Paid to various implementing agencies, peripheral units to carry out health related activities but expenditure not reported - sec B: Carried out and completed during the year but payment (partly or full) is yet to be made - sec C: May have been initiated, partly executed but not completed yet - sec D: may have been ordered administratively but not delivered or completed
Location	BPMU
Performed by	BPM
Input	Plan for committed expenditure
Reports	Committed Amount proposal of Blocks

Process	Proposal preparation of Committed Amount at DPMU
Purpose	To facilitate DPMU to prepare proposal for Committed Amount for itself as well as assess and consolidate proposals of BPMU
Description	Committed amount proposal requires following inputs: <ul style="list-style-type: none"> - Unspent Committed amounts of previous years - Advances given to Agencies/Facilities - Amount required for Ongoing activities of current year
	This activity is carried out at District
	District carries out for its own and assesses/consolidates requirement of Blocks
	SPMU carries out it for its own and assesses/consolidates for the entire State
	Finance at SHS checks, approves and communicates
Functions	There will be three sub-activities: <ul style="list-style-type: none"> - Self-committed proposal - Evaluation of Committed proposal of each Block - Consolidation of Committed proposal of the District
	Sub-activity 1 will have Self-committed proposal and will be of five sub-pages
	Sub-page 1: Balance Committed amount of previous years - FMR Code and FY
	Sub-page 2: Balance Advances lying with vendors – FMR Code and Vendor
	Sub-page 3: Balance Advances lying with RKS – FMR Code, Facility Name and Advance
	Sub-page 4: Balance Advances lying with District level facilities – FMR Code, Facility Name and Advance
	Sub-page 5: Bank Balance and provision for selection of FMR Code, Narration, Amount to be committed, Reason code (Sec A to Sec D) for the current FY of District level activities
	For each of the rows of these sub-pages, there will be a check box for proposal to convert into Committed, Amount (if it is to be changed), Narration and Reason (Sec A to Sec D)
	Reason for moving in Committed for current year <ul style="list-style-type: none"> - sec A: Paid to various implementing agencies, peripheral units to carry out health related activities but expenditure not reported - sec B: Carried out and completed during the year but payment (partly or full) is yet to be made - sec C: May have been initiated, partly executed but not completed yet - sec D: may have been ordered administratively but not delivered or completed
	Sub-activity 2 will be appraisal of Block Committed proposals
	For each sub-page of a Block, the DPMU may change the amount of each row or may not include the row for Committed
	Committed proposal as approved by DPMU shall be visible to the Block – pending for approval, approved with modification, Approved
	Sub-activity 3 will be consolidation of Committed proposal of DPMU and all Blocks and forwarding it to SHS for further action
	This will result into five sub-pages with two columns: <ul style="list-style-type: none"> - FMR code wise committed proposed for DPMU - FMR code wise committed proposed for all Blocks of the District
Location	DPMU
Performed by	DPM
Input	Plan for committed expenditure
Reports	Committed Amount proposal of District
	Committed Amount proposal of entire District including Blocks

	Blocks which have not submitted Committed proposal
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Process	Proposal preparation of Committed Amount at SPMU
Purpose	To facilitate SPMU to prepare proposal for Committed Amount for itself as well as assess and consolidate proposals of DPMU
Description	Committed amount proposal requires following inputs: <ul style="list-style-type: none"> - Unspent Committed amounts of previous years - Advances given to Agencies/Facilities - Amount required for Ongoing activities of current year
	This activity is carried out at SPMU
	District carries out for its own and assesses/consolidates requirement of Blocks
	SPMU carries out it for its own and assesses/consolidates for the entire State
	Finance at SHS checks, approves and communicates
Functions	There will be three sub-activities: <ul style="list-style-type: none"> - Self-committed proposal - Evaluation of Committed proposal of each District - Consolidation of Committed proposal of all Districts
	Sub-activity 1 will have Self-committed proposal and will be of four sub-pages
	Sub-page 1: Balance Committed amount of previous years - FMR Code and FY
	Sub-page 2: Balance Advances lying with vendors – FMR Code and Vendor
	Sub-page 3: Balance Advances lying with State level facilities – FMR Code, Facility Name and Advance
	Sub-page 4: Bank Balance and provision for selection of FMR Code, Narration, Amount to be committed, Reason code (Sec A to Sec D) for the current FY of District level activities
	For each of the rows of these sub-pages, there will be a check box for proposal to convert into Committed, Amount (if it is to be changed), Narration and Reason (Sec A to Sec D)
	Reason for moving in Committed for current year <ul style="list-style-type: none"> - sec A: Paid to various implementing agencies, peripheral units to carry out health related activities but expenditure not reported - sec B: Carried out and completed during the year but payment (partly or full) is yet to be made - sec C: May have been initiated, partly executed but not completed yet - sec D: may have been ordered administratively but not delivered or completed
	Sub-activity 2 will be appraisal of District Committed proposals
	There will be five sub-pages with two columns: <ul style="list-style-type: none"> - FMR code wise committed proposed for DPMU - FMR code wise committed total proposed for all Blocks of the District
	The SPMU may also see original proposal of each DPMU
	For each sub-page of a District, the SPMU may change the amount of each row or may not include the row for Committed
	Committed proposal as approved by SPMU shall be visible to the District – pending for approval, approved with modification, Approved
	Sub-activity 3 will be consolidation of Committed proposal of SPMU and all Districts
	This will result into five sub-pages with three columns: <ul style="list-style-type: none"> - FMR code wise committed proposed for SPMU - FMR code wise committed proposed for all DPMUs - FMR code wise committed proposal of all Blocks
Location	SPMU
Performed by	Finance

Input	Plan for committed expenditure
Reports	Committed Amount proposal of SPMU
	Committed Amount proposal of all DPMUs
	Committed amount proposal of each District
	Approved Committed Amount proposal of SPMU
	Approved Committed Amount proposal of each District
	Districts which have not submitted Committed proposal

Process	Assigning Auditors to Districts
Purpose	To track appointment of auditors for audit to Districts and their audit reports
Description	Auditors are empanelled for audit of Accounting Units in Districts
	They carry out audits and submit their observations
	Compliance to audit observations is to be monitored
	Audit report submission is also to be monitored
Functions	Entry of basic details of empanelled auditors
	Entry of districts and target date of audit report is to be entered
	The audit schedule is to be conveyed to Districts for readiness to get audit conducted
	Assigning login to auditors to view the system
	Assigning Districts to auditors to view accounts of assigned districts
Location	SPMU
Performed by	Finance
Input	Auditors' details, assigned districts and schedule
Reports	Auditors' schedule to carry out audits
	District-wise appointment of auditors and schedule
	Assignment of access to the system for viewing of vouchers and submission of observations

Process	Observations of Auditors
Purpose	To on-line compile audit observations of Accounting Units
Description	Auditors shall have right to view accounts of the Accounting Unit
	Auditors shall submit their observations
	These observations may pertain to specific vouchers, reports or on practice
	These observations will be submitted as Audit Report
Functions	Monitoring of use of system by auditors shall be monitored, including the IP address
	For any voucher, they can add their observations
	They can also make observation on reports or on practice
	Auditors may indicate problem encountered in carrying out audit
	On completion of their observation, the report will be saved in draft mode and shall be available to Auditors, Accounting Unit and SPMU
	The draft report then shall be finally submitted
Location	SPMU/DPMU/BPMU
Performed by	Auditors
Input	Auditor's observations
Reports	Auditor's Report - Draft
	Auditor's Report - Final
	Auditors' report on carrying out audit on schedule

Process	Compliance to observations of Auditors
Purpose	To update compliance with audit observations
Description	Auditors submit their Audit Report on-line
	The Accounting Unit shall submit its compliance by notes and submission of attachments to each observation
	This will result into report on Audit Compliance Report
Functions	The Accounting Unit shall be able to access the compliance section after submission of final audit report
	The Accounting Unit shall be able to write their notes on the observation as well as submit an attachment
	On completion, a draft compliance report shall be printed. The compliance report shall be visible to Auditors and SPMU/DPMU.
	This will be followed by final submission.
Location	SPMU/DPMU/BPMU
Performed by	Finance/Accounts
Input	Notes on compliance to each observation
	Attachment to observation
Reports	Compliance Report - Draft
	Compliance Report - Final
	Compliance Report of Accounting Units– completed, partial, not prepared

6. SCHEDULE 6 : Reports from the system

Rep ID	Report Title	Elements of Report	Level	Remarks
A	Accounting Reports			
A1	Chart of Accounts	General Ledger Head	SPMU	
		Subsidiary Ledger Head1		
		Subsidiary Ledger Head2		
		Analysis Ledger Head		
		Balance Sheet		
		Profit Loss		
A2	Subsidiary Ledger Classification	Subsidiary Ledger Type	SPMU	
		Subsidiary Ledger Description		
A3	Subsidiary Ledger	Subsidiary Ledger Code	SPMU	
		Subsidiary Ledger Type		
		Subsidiary Ledger Description		
A4	Analysis Ledger Head	Analysis Ledger Code	SPMU	
		Analysis Ledger Type		
		Analysis Ledger Description		
A5	Voucher	Date	SPMU/ DPMU/ BPMU	Format shall be changed for Payment, Advance, Fixed Asset and Journal Voucher as required
		Voucher No.		
		Voucher Temporary No.		
		Voucher Type		
		Narration		
		GL Head		
		Subsidiary Ledger Head1		
		Subsidiary Ledger Head2		
		Analysis Ledger Head		
		Committed Flag		
		Committed Financial Year		
		Debit		
		Credit		
		Bank Code		
		Bank Account No.		
		PFMS Payment Advice No.		
		PFMS Payment Advice Date		
		Party Code		
		Fixed Asset Category		

A6	Trial Balance for a period - Accounting Head	Account Category	SPMU/ DPMU/ BPMU	
		General Ledger Head		
		Subsidiary Ledger Head1		
		Subsidiary Ledger Head2		
		Opening Balance Debit		
		Opening Balance Credit		
		Transactions Debit		
		Transactions Credit		
		Closing Balance Debit		
		Closing Balance Credit		
A7	Trial Balance for a period - Program wise	Programs	SPMU/ DPMU/ BPMU	
		Opening Balance Debit		
		Opening Balance Credit		
		Transactions Debit		
		Transactions Credit		
		Closing Balance Debit		
		Closing Balance Credit		
A8	Variance between Audit and FMR Statements	FMR Code	DHS	
		FMR Name		
		Budget		
		Expenditure as per Audit		
		Expenditure as per FMR		
		Budget Variance		
		Expenditure Variance		
		Reason		
A9	Consolidated Utilisation Certificate for the year ended on xx/xx/xxxx	S.No.	DHS	Sub-total on NHM and Non-NHM
		Activity/Particulars		
		Opening Balance		
		Fund Received during the year from SHS		
		Bank interest (Net) & Other Income		
		Expenditure during the year		
		Fund refunded during the year to SHS		
		Closing Balance as on reporting date		
A10	Consolidated Receipt and Payment Account for the year ended xx/xx/xxxx	Receipt	DHS	Sum of Receipts should match with Payments
		Annexure		
		Amount		
		Payment		
		Annexure		
		Amount		

A11	Consolidated Income and Expenditure Account for the year ended xx/xx/xxxx	Expenditure	DHS	Sum of Expenditure should match with Income
		Annexure		
		Amount		
		Income		
		Annexure		
A12	Consolidated Statement of Affairs as on xx/xx/xxxx	Amount	DHS	Sum of Liabilities should match with Assets
		Liabilities		
		Annexure		
		Assets		
A13	Bank Reconciliation Statement as on xx/xx/xxxx	Annexure	DHS	
		Amount		
		Particulars		
A14	Bank Account Numbers as on 01/04/xxxx	S.No.	DHS	
		Bank Account Name		
		Bank Account No.		
A15	Bank Account Balance as on 01/04/xxxx	S.No.	DHS	
		Bank Account Name		
		Program Name		
		Bank Account Balance as on 01/04/xxxx		
		Bank Account No.		
A16	Bank Account Balance as on 31/03/xxxx	S.No.	DHS	
		Bank Account Name		
		Program Name		
		Bank Account Balance as on 31/03/xxxx		
		Bank Account No.		
A17	Annexure 'A' for Consolidated Financial Report	S.No.	DHS	Sub Group of NHM and Non-NHM Programs
		Particulars		
		Opening Balance - Cash in hand		
		Opening Balance - Cash at Bank		
		Opening Balance - Cheques/Draft in hand		
		Opening Balance - Advance to DPMU/CHC /PHC		
		Grant Received from NHM UP		
		Bank Interest		
		Other Income (Net)		

A18	Annexure 'B' for Consolidated Financial Report	Received from Sale of Fixed Assets	DHS	Sub Group of NHM and Non-NHM Programs
		Another Program Advances (Deduction)		
		Another Program Liabilities (Addition)		
		Other Advances (Deduction)		
		Other Liabilities (Addition)		
		Other Adjustment		
		Expenditure under Schemes		
		Grant Refunded to NHM UP		
A19	Annexure 'C' for Consolidated Financial Report	Another Program Advances (Addition)	DHS	Sub Group of NHM and Non-NHM Programs
		Another Program Liabilities (Deduction)		
		Other Advances (Addition)		
		Other Liabilities (Deduction)		
		Other Adjustment		
		Bank Charges		
		Reserves & Surplus		
		Unspent Grant		
A20	Annexure 'D' for Consolidated Financial Report	Fixed Asset reserve Fund Account	DHS	Sub Group of NHM and Non-NHM Programs
		Current Liabilities - Fund transfer from Other Program		
		Current Liabilities - Liabilities from Others		
		Fixed Assets		
		Loans Advances & Current Assets - Advances to DPMU/CHC/PHC		
		Loans Advances & Current Assets - Fund Transfer to Other Programs		
		Loans Advances & Current Assets - Advances to Others		
		Bank & Cash Balance - Cash in hand		
		Bank & Cash Balance - Cash at Bank		
		Bank & Cash Balance - Cheque in hand/ Grant in Transit		
		Balance		

A21	RKS Untied Grant Fund for the Financial Year	S.No.	DHS	
		RKS Name		
		Name of Bank		
		Account No.		
		Balance as on 31/03/yyyy as per Block/DHS Record		
		Details as per RKS Records - Balance as on 01/04/xx		
		Details as per RKD Records - Release		
		Details as per RKD Records - Interest (Net of Bank Charges)		
		Details as per RKD Records - Expenditure		
		Details as per RKD Records - Refund		
		Details as per RKD Records - Closing Balance as on 31/3/yy		
		Differences		
		Remarks		
A22	Village Health, Nutrition and Sanitation Committee/Mahila Arogya Samiti Untied Grant Fund for the Financial Year	S.No.	DHS	
		Block Name		
		Name of the VHSC		
		Name of Bank		
		Account No.		
		Balance as on 31/03/yyyy as per Block Record		
		Details as per VHSNC Records - Balance as on 01/04/xx		
		Details as per VHSNC Records - Release		
		Details as per VHSNC Records - Interest (Net of Bank Charges)		
		Details as per VHSNC Records - Expenditure		
		Details as per VHSNC Records - Refund		
		Details as per VHSNC Records - Closing Balance as on 31/3/yy		
		Differences		
		Remarks		

A23	Sub Centre Untied Grant Fund for the Financial Year	S.No.	DHS	
		Block Name		
		Sub Centre Name		
		Name of Bank		
		Account No.		
		Balance as on 31/03/yyyy as per Block Record		
		Details as per Sub Centre Records - Balance as on 01/04/xx		
		Details as per Sub Centre Records - Release		
		Details as per Sub Centre Records - Interest (Net of Bank Charges)		
		Details as per Sub Centre Records - Expenditure		
		Details as per Sub Centre Records - Refund		
		Details as per Sub Centre Records - Closing Balance as on 31/3/yy		
		Differences		
		Remarks		
A24	Program Name - Receipt and Payment Account for the Year	Receipt	DHS	Programs are: RCH, RI, IPPI, IDDCP, NUHM, IDSP, NVBDCP, NLEP, RNTCP, NBCP, NMHP, NPPCD, NTCP, NOHP, NPCCDCS, NPHCE, Mission, NPHCE, Non NHM
		Amount		
		Amount		
		Payment		
		Amount		
		Amount		
A24	Program Name - Income and Expenditure Account for the Year	Expenditure	DHS	
		Amount		
		Amount		
		Income		
		Amount		
		Amount		
A26	Program Name - Statement of Affairs for the Year	Liabilities	DHS	
		Amount		
		Amount		
		Assets		
		Amount		
		Amount		

A27	Program Name - Bank Reconciliation Statement as on dd/mm/yyyy	Balance as per Pass Book/Bank statement	DHS
		Less: Cheques issued but not yet presented for payment	
		Less: Credit entries made in the bank pass book but not shown in the Cash Book	
		Less: Other reasons	
		Sub-Total	
		Add: Cheques deposited into Bank but not yet credit into the Saving Account of	
		Add: Bank charges debited in the bank account but not accounted for in the cash book	
		Add: Other reasons	
		Sub-Total	
		Balance as Cash Book	
A28	Program Name - Schedule of Fixed Assets as on dd/mm/yyyy	S.No.	DHS
		Particulars - Asset Category (Air Conditioner, Computers, Furniture & Fixtures, Others)	
		Opening Balance	
		Addition	
		Sold/Discarded	
		Closing Balance	
A29	Program Name - Annexure of Another Program Advances as on dd/mm/yyyy	S.No.	DHS
		Particulars (16 Programs)	
		Opening Balance	
		Addition	
		Deduction	
		Closing Balance	
A30	Program Name - Schedule of Fixed Assets Reserve Fund as on dd/mm/yyyy	S.No.	DHS
		Particulars - Asset Category (Air Conditioner, Computers, Furniture & Fixtures, Others)	
		Opening Balance	
		Addition	
		Sold/Discarded	
		Closing Balance	

A31	Program Name - Annexure of Another Program Liabilities as on dd/mm/yyyy	S.No.	DHS
		Particulars (16 Programs)	
		Opening Balance	
		Addition	
		Deduction	
		Closing Balance	
A32	Program Name - Schedule of Advances lying at Districts as on dd/mm/yyyy	S.No.	DHS
		Name of Block Units/Other Agencies	
		Opening Balance	
		Fund Release	
		Bank Interest less Bank charges	
		Expenditure - Revenue Expenditure	
		Expenditure - Opening Adjustment	
		Refund	
		Balance	
A33	Program Name - Annexure of Other Advances as on dd/mm/yyyy	S.No.	DHS
		Particulars	
		Opening Balance	
		Addition	
		Deduction	
		Closing Balance	
A34	Program Name - Annexure of Other Liabilities as on dd/mm/yyyy	S.No.	DHS
		Particulars	
		Opening Balance	
		Addition	
		Deduction	
		Closing Balance	
A35	Program Name - Annexures of Bank Reconciliation	S.No.	DHS
		Date	
		Cheque No.	
		Party Name	
		FMR Code	
		Amount	

A36	General Ledger for a period	GL Head	SHS/ DHS/ BPMU	Printed for a GL or range of GL Heads
		Date		
		Voucher No.		
		Subsidiary Ledger		
		Subsidiary Ledger		
		Analysis Ledger Head		
		Narration		
		Opening Balance		
		Debit		
		Credit		
		Closing Balance		
A37	Subsidiary Ledger for a period	Subsidiary Ledger Head	SHS/ DHS/ BPMU	Printed for a GL or range of GL Heads
		Date		
		Voucher No.		
		GL Head		
		Subsidiary Ledger Head		
		Analysis Ledger Head		
		Narration		
		Opening Balance		
		Debit		
		Credit		
		Closing Balance		
A38	Analysis Ledger for a period	Analysis Ledger Head	SHS/ DHS/ BPMU	Printed for a GL or range of GL Heads
		Date		
		Voucher No.		
		GL Head		
		Subsidiary Ledger Head		
		Subsidiary Ledger Head		
		Narration		
		Opening Balance		
		Debit		
		Credit		
		Closing Balance		

A39	Bank Book for a period	Date	SHS/ DHS/ BPMU	Printed for a range of Banks
		Voucher No.		
		GL Head		
		Subsidiary Ledger Head		
		Subsidiary Ledger Head		
		Narration		
		Opening Balance		
		Debit		
		Credit		
		Closing Balance		
A40	Journal	Date	SHS/ DHS/ BPMU	
		Voucher No.		
		GL Head		
		Subsidiary Ledger Head		
		Subsidiary Ledger Head		
		Analysis Ledger Head		
		Narration		
		Debit		
		Credit		

Rep ID	Report Title	Elements of Report	Level	Remarks
B.	MIS Reports - SHS			
B1	Five Districts with highest expenditure	S.No.	SHS	
		District		
		Percentage of Expenditure		
B2	Top Five GM with % expenditure	S.No.	SHS	
		Name of GM		
		Percentage of Expenditure		
B3	Lowest Five GM with % expenditure	S.No.	SHS	
		Name of GM		
		Percentage of Expenditure		
B4	Five Districts with lowest expenditure	S.No.	SHS	
		District		
		Percentage of Expenditure		
B5	Program wise Report - District wise for a period within the FY	S.No.	SHS	
		District Code		
		District Name		
		Committed yyyy-yy		
		Opening Adjustment		
		Bank Release		
		Total Fund Available		
		Expenditure against Committed		
		Expenditure against During Year Allocation		
		Total Expenditure		
		Remaining Balance Against Committed		
		Remaining Balance Against During Year Allocation		
		Total Remaining Balance		
		% Expenditure against Committed		
		% Expenditure against During Year Allocation		
		Total % of Expenditure		

B6	Main Activity wise Report - District wise for a period within the FY	S.No.	SHS	
		District Code		
		District Name		
		Committed yyyy-yy		
		Opening Adjustment		
		Bank Release		
		Total Fund Available		
		Expenditure against Committed		
		Expenditure against During Year Allocation		
		Total Expenditure		
		Remaining Balance Against Committed		
		Remaining Balance Against During Year Allocation		
		Total Remaining Balance		
		% Expenditure against Committed		
		% Expenditure against During Year Allocation		
		Total % of Expenditure		
B7	Minor Activity Report - District wise for a period within the FY	S.No.	SHS	
		District Code		
		District Name		
		Committed yyyy-yy		
		Opening Adjustment		
		Bank Release		
		Total Fund Available		
		Expenditure against Committed		
		Expenditure against During Year Allocation		
		Total Expenditure		
		Remaining Balance Against Committed		
		Remaining Balance Against During Year Allocation		
		Total Remaining Balance		
		% Expenditure against Committed		
		% Expenditure against During Year Allocation		
		Total % of Expenditure		
B8	Bank Release Activity-wise District-wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		District		
		Release amount		

B9	Opening Uncommitted Activity-wise District-wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		District		
		Uncommitted amount		
B10	Opening Adjustment Activity-wise District-wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		District		
		Opening Adjustment amount		
B11	Total Expenditure Activity-wise District-wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		District		
		Total Expenditure		
B12	Committed Budget Activity-wise District-wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		District		
		Committed Budget		
B13	Committed Expenditure Activity-wise District-wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		District		
		Committed Expenditure		
B14	Consolidated Report for the entire State for a period within the FY	Code	SHS	
		Strategy/Activity		
		Type of Report		
		DHS Allocation		
		DHS Committed		
		DHS Total Fund		
		State ROP		
		SHS Committed		
		SHS Total Fund		
		Total Fund - All UP		
		DHS Expenditure		
		SHS Expenditure		
		Total Expenditure - All UP		
		Total Utilisation of SHS Fund		
		All UP Unspent Budget		
		DHS %		
		SHS Budget Utilisation %		
		All UP%		

B15	GM wise Report for a period within the FY	RoP for FY	SHS	
		Committed		
		Total Available Fund		
		Release against RoP		
		Expenditure against RoP		
		Total Utilisation against RoP		
		Release against Committed		
		Expenditure Committed		
		Total Utilisation of Committed Fund		
		Total Utilisation of Available Fund		
		Remaining Balance against RoP		
		Remaining Balance Against Committed		
		Total Remaining Balance		
		% of Expenditure against RoP		
		% of Expenditure against Committed		
		Total % of Expenditure		
		Rank		
B16	Program wise Report of SHS for a period within the FY	Code	SHS	
		Strategy/Activity		
		RoP for FY		
		Committed		
		Total Available Fund		
		Release against RoP		
		Expenditure against RoP		
		Total Utilisation RoP Fund		
		Release against Committed		
		Expenditure Committed		
		Total Utilisation of Committed Fund		
		Total Utilisation of Available Fund		
		Remaining Balance against RoP		
		Remaining Balance Against Committed		
		Total Remaining Balance		
		% of Expenditure against RoP		
		% of Expenditure against Committed		
		Total % of Expenditure		

B17	Main Activity wise Report of SHS for a period within the FY	Code	SHS	
		Main Activity		
		RoP for FY		
		Committed		
		Total Available Fund		
		Release against RoP		
		Expenditure against RoP		
		Total Utilisation RoP Fund		
		Release against Committed		
		Expenditure Committed		
		Total Utilisation of Committed Fund		
		Total Utilisation of Available Fund		
		Remaining Balance against RoP		
		Remaining Balance Against Committed		
		Total Remaining Balance		
		% of Expenditure against RoP		
		% of Expenditure against Committed		
		Total % of Expenditure		
B18	Minor Activity GM wise Report of SHS for a period within the FY	Code	SHS	
		Minor Activity		
		GM Head		
		RoP for FY		
		Committed		
		Total Available Fund		
		Release against RoP		
		Expenditure against RoP		
		Total Utilisation RoP Fund		
		Release against Committed		
		Expenditure Committed		
		Total Utilisation of Committed Fund		
		Total Utilisation of Available Fund		
		Remaining Balance against RoP		
		Remaining Balance Against Committed		
		Total Remaining Balance		
		% of Expenditure against RoP		
		% of Expenditure against Committed		
		Total % of Expenditure		

B19	FMR of SHS for a period within the FY	Code	SHS	
		Strategy/Activity		
		RoP for FY		
		Committed		
		Total Available Fund		
		Release against RoP		
		Expenditure against RoP		
		Total Utilisation RoP Fund		
		Release against Committed		
		Expenditure Committed		
		Total Utilisation of Committed Fund		
		Total Utilisation of Available Fund		
		Remaining Balance against RoP		
		Remaining Balance Against Committed		
		Total Remaining Balance		
		% of Expenditure against RoP		
		% of Expenditure against Committed		
		Total % of Expenditure		
B20	Committed Advance Activity and GM wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		GM Head		
		Committed Advance		
B21	Committed Expense Activity and GM wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		GM Head		
		Committed Expenditure		
B22	RoP Expenditure Activity and GM wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		GM Head		
		RoP Expenditure		
B23	RoP Advance Activity and GM wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		GM Head		
		RoP Advance		
B24	Committed Activity and GM wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		GM Head		
		Committed		

B25	RoP Activity and GM wise for a period within the FY	Code	SHS	
		Strategy/Activity		
		GM Head		
		RoP		

Rep ID	Report Title	Elements of Report	Level	Remarks
B.	MIS Reports - DHS			
B26	Financial Management Report of District xxxxxx for a period within the FY	Code	DHS	
		Strategy/Activity		
		Committed yyyy-yy		
		Opening Adjustment		
		Bank Release		
		Total Fund Available		
		Expenditure against Committed		
		Expenditure against During Year Allocation		
		Total Expenditure		
		Remaining Balance Against Committed		
		Remaining Balance Against During Year Allocation		
		Total Remaining Balance		
		Utilisation % against Committed		
		Utilisation % against During Year Allocation		
B27	Program wise Report of District xxxxxx for a period within the FY	S.No.	DHS	
		Program Name		
		Committed yyyy-yy		
		Opening Adjustment		
		Bank Release		
		Total Fund Available		
		Expenditure against Committed		
		Expenditure against During Year Allocation		
		Total Expenditure		
		Remaining Balance Against Committed		
		Remaining Balance Against During Year Allocation		
		Total Remaining Balance		
		% Expenditure against Committed		
		% Expenditure against During Year Allocation		
		Total % of Expenditure		

B28	Main Activity wise Report of District xxxxxx for a period within the FY	S.No.	dHS	
		Main Activity Name		
		Committed yyyy-yy		
		Opening Adjustment		
		Bank Release		
		Total Fund Available		
		Expenditure against Committed		
		Expenditure against During Year Allocation		
		Total Expenditure		
		Remaining Balance Against Committed		
		Remaining Balance Against During Year Allocation		
		Total Remaining Balance		
		% Expenditure against Committed		
		% Expenditure against During Year Allocation		
		Total % of Expenditure		
B29	Minor Activity wise Report of District xxxxxx for a period within the FY	S.No.	DHS	
		Minor Activity Name		
		Committed yyyy-yy		
		Opening Adjustment		
		Bank Release		
		Total Fund Available		
		Expenditure against Committed		
		Expenditure against During Year Allocation		
		Total Expenditure		
		Remaining Balance Against Committed		
		Remaining Balance Against During Year Allocation		
		Total Remaining Balance		
		% Expenditure against Committed		
		% Expenditure against During Year Allocation		
		Total % of Expenditure		

Rep ID	Report Title	Elements of Report	Level	Remarks
C	Grant - Reports to Govt.			
C1	Format 172	S.No.	SHS	
		Pool Name		
		RoP		
		Balance of previous year - SHS		
		Balance of previous year - Districts and other Units		
		Balance of previous year - Total		
		Release by Gol		
		Sanction by GoUP - against previous year		
		Sanction by GoUP - against current year		
		Sanction by GoUP - Total		
		Interest and Refund		
		Total available amount for release		
		Release by SHS for FY		
		Expenditure upto the month		
		% of expenditure against release		
		Expenditure upto the month - previous year		
C2	Program-wise progress of Assistance Gol	Program Name	SHS	
		Budget		
		Sanction till date - amount		
		Sanction till date - % of budget		
		Balance Sanctions		
		Expenditure - Total		
		Expenditure - % of of Sanction		
		Gol Assistance - Due		
		Gol Assistance - Receipt		
		Gol Assistance - Balance		
		Unspent Balance on FY opening - Total		
		Unspent Balance on FY opening - Expenditure against it		
		Unspent Balance on FY opening - Balance		
		UC against Gol Assistance - Due		
		UC against Gol Assistance - Submitted		
		UC against Gol Assistance - Balance		

C3	MPR - Format 1 - Scheme-wise details	Program Name	SHS	
		Budget provision - Total		
		Budget provision - Capital		
		Budget provision - Revenue		
		Budget provision - SC		
		Budget provision - ST		
		Sanction by GoUP - Total		
		Sanction by GoUP - Capital		
		Sanction by GoUP - Revenue		
		Sanction by GoUP - SC		
		Sanction by GoUP - ST		
		Allocation by Department - Total		
		Allocation by Department - Capital		
		Allocation by Department - Revenue		
		Allocation by Department - SC		
		Allocation by Department - ST		
		Expenditure upto previous month - Total		
		Expenditure upto previous month - Capital		
		Expenditure upto previous month - Revenue		
		Expenditure upto previous month - SC		
		Expenditure upto previous month - ST		

C4	MPR - Format 3 - Gol Assistance details	S.No.	SHS
		Scheme Name	
		Financial Assistance % - Gol share	
		Financial Assistance % - State share	
		Financial Assistance % - other share	
		Financial Assistance - Gol share	
		Financial Assistance - State share	
		Income - Expenditure provision - Gol share	
		Income - Expenditure provision - State shr	
		Income - Expenditure provision - Total	
		Release by Gol - against previous year provision	
		Release by Gol - against current year provision	
		Release by Gol - Total	
		Release by Gol - directly to Executing Agency	
		Release by State Govt. - against previous year share of Gol	
		Release by State Govt. - against current year share of Gol	
		Release by State Govt. - Total	
		Release by State Govt. - directly to Executing Agency	
		Release by State Govt. - Total Gol share	
		Release by State Govt. - State share	
		Release by State Govt. - Total	
		Expenditure upto previous month - Gol share	
		Expenditure upto previous month - State share	
		Expenditure upto previous month - Total	
		Unutilised Gol share - Previous year	
		Unutilised Gol share - Expenditure	
		Status of Utilisation Certificate - Due in the beginning of FY	
		Status of Utilisation Certificate - Due in current FY	
		Status of Utilisation Certificate - Total Due	
		Status of Utilisation Certificate - Sent against due for beginning of FY	
		Status of Utilisation Certificate - Sent against due in the current FY	
		Status of Utilisation Certificate - Total sent	

		Status of Utilisation Certificate - Balance		
C5	MPR - Format 5 - Details of important Schemes carried out in the Department	S.No.	SHS	
		Program Name		
		Program details in brief		
		Budget provision		
		Sanctions granted		
		Expenditure		
		Remarks		
C6	MPR - Fund with Bank/ Executing Agency	Agency having funds	SHS	
		Balance of previous year as at 1 April - Gol share		
		Balance of previous year as at 1 April - State share		
		Balance of previous year as at 1 April - Total		
		Exenditure against Balance of previous year as at 1 April - Gol share		
		Expenditure against Balance of previous year as at 1 April - State share		
		Total Expenditure against Balance of previous year as at 1 April - Total		
		Balance of previous year - Gol share		
		Balance of previous year - State share		
		Balance of previous year - Total		
		Receipt during current financial year - Gol share		
		Receipt during current financial year - State share		
		Receipt during current financial year - Total		
		Expnditure against Receipt during current financial year - Gol share		
		Expenditure against Receipt during current financial year - State share		
		Expenditure against Receipt during current financial year - Total		
		Balance Gol share		
		Balance State share		
		Balance Total		
C7	Details of funds released by State Govt. to SHS for the FY - 60/40	S.No.	SHS	To be grouped for different financial years (with previous
		Program Name		
		Funds released Gol to GoUP - Grant - Gol Resource Envelope		
		Funds released Gol to GoUP - Grant - Release Order Issued		

		Funds released GoI to GoUP - Grant - State Share due		year dues as well)
		Funds released GoI to GoUP - Grant - Total funds to be received in SHS Bank Accounts		
		Funds Release State Govt. to SHS - Amount Received from State Govt. against Central amount		
		Funds Release State Govt. to SHS - State Share Received		
		Funds Release State Govt. to SHS - Total Amount Received		
		Balance Due against Release - Central		
		Balance Due against Release - State		
		Balance Due against Release - Total		

C8	Central and State Share released by State Govt. against Central share	S.No.	SHS	
		Grant Letter received from Gol - Letter No.		
		Grant Letter received from Gol - Letter Date		
		Grant Letter received from Gol - Amount of Gol share		
		Grant Letter received from Gol - Amount of State share		
		Grant Letter received from Gol - Total		
		Grant Letter received from Gol - Sanctioned		
		Grant Letter received from Gol - Balance		
		Grant Letter received from Gol - Year		
		Letter sent to DG, FW - Letter no.		
		Letter sent to DG, FW - Letter date		
		Letter sent to DG, FW - Gol share		
		Letter sent to DG, FW - State share		
		Letter sent to DG, FW - Total amount		
		Sanction by the State Govt. - GO No.		
		Sanction by the State Govt. - GO date		
		Sanction by the State Govt. - Gol share		
		Sanction by the State Govt. - State share		
		Sanction by the State Govt. - Total		
		Balance to be Sanctioned by the State Govt. - Gol share		
		Balance to be Sanctioned by the State Govt. - State share		
		Balance to be Sanctioned by the State Govt. - Total		

C9	Program-wise proposals sent to the State Govt. for Sanctions	Program Name	SHS	To be prepared for multiple years
		Letter sent to DG, FW - Letter no.		
		Letter sent to DG, FW - Letter date		
		Letter sent to DG, FW - Sanction GO No.		
		Letter sent to DG, FW - Sanction GO Date		
		Letter sent to DG, FW - Grant 35		
		Letter sent to DG, FW - Grant 83		
		Letter sent to DG, FW - Grant 81		
		Letter sent to DG, FW - Total		
		Sanction by the State Govt. - Grant 35		
		Sanction by the State Govt. - Grant 53		
		Sanction by the State Govt. - Grant 81		
		Sanction by the State Govt. - Total		
		Balance Sanction by the State Govt. - Grant 35		
		Balance Sanction by the State Govt. - Grant 83		
		Balance Sanction by the State Govt. - Grant 81		
		Balance Sanction by the State Govt. - Total		
C10	Program-wise Sanctions by Govt.	S.No.	SHS	Sub-grouped on Program
		Sanction No.		
		Sanction Date		
		Amount		
		Date of Credit		
		Grant 35		
		Grant 81		
		Grant 83		
		Total		

Rep ID	Report Title	Elements of Report	Level	Remarks
D.	Monthly Review Reports			
D1	Analysis of Cumulative Expenditure previous year and current year	S.No.	SHS	
		Month		
		Total cumulative - Monthly Expenditure previous year		
		Total cumulative - Monthly Expenditure current year		
		Total cumulative - Increase/Decrease		
		Total cumulative - % Increase/Decrease		
		District cumulative - Monthly Expenditure previous year		
		District cumulative - Monthly Expenditure current year		
		District cumulative - Increase/Decrease		
		District cumulative - % Increase/Decrease		
		Headquarter cumulative - Monthly Expenditure previous year		
		Headquarter cumulative - Monthly Expenditure current year		
		Headquarter cumulative - Increase/Decrease		
		Headquarter cumulative - % Increase/Decrease		
D2	Financial Statement - GM - upto month	S.No.	SHS	
		GM		
		Total RoP		
		Available Fund		
		Expenditure upto month		
		Balance		
		Expenditure % against Available Fund		
D3	Financial Statement - Total Districts - Program-wise	Program Code	SHS	
		Program Name		
		Available Fund		
		Expenditure		
		Balance		
		Expenditure % against Available Fund		
		Expenditure upto current month - previous year		
		Expenditure Increase %		
D4	Financial Statement - Total Districts - Main Activity-wise	Main Activity Code	SHS	
		Main Activity Name		
		Available Fund		

		Expenditure		
		Balance		
		Expenditure % against Available Fund		
		Expenditure upto current month - previous year		
		Expenditure Increase %		
D5	Financial Statement - Total Districts - Minor Activity-wise	Minor Activity Code	SHS	Sorted on Expenditure % against Available fund - Ascending
		Minor Activity Name		
		Available Fund		
		Expenditure		
		Balance		
		Expenditure % against Available Fund		
D6	Financial Statement - Total Districts - Minor Activity-wise	Minor Activity Code	SHS	Sorted on Balance - Ascending
		Minor Activity Name		
		Available Fund		
		Expenditure		
		Balance		
		Expenditure % against Available Fund		
D7	Cumulative Expenditure Comparison with month of Previous year - District wise	S.No.	SHS	Sorted on Expenditure % against Available fund - Ascending
		District		
		Available Fund		
		Expenditure upto month		
		Balance		
		Expenditure % against Available Fund		
		Expenditure upto current month - previous year		
D8	Cumulative Main Activity Expenditure Comparison with month of Previous year - District wise	S.No.	SHS	Separately for each Main Activity; Sorted on Expenditure % against Available fund - Ascending
		District		
		Available Fund		
		Expenditure upto month		
		Balance		
		Expenditure % against Available Fund		
		Expenditure upto current month - previous year		
D9	Cumulative Negative Main Activity Expenditure Comparison with month of Previous year - District wise	S.No.	SHS	Main Activities with negative increase of each District; Sorted on
		District		
		Main Activity		
		Available Fund		
		Expenditure upto month		
		Balance		
		Expenditure % against Available Fund		

		Expenditure upto current month - previous year		District - Ascending
		Expenditure Increase % from previous year		
D10	Financial statement of the month for Monthly meeting	Code	SHS	
		Program Name		
		Opening Balance as on 1/4/yyyy		
		Opening Adjustment		
		Committed		
		Release		
		Refund		
		Available Fund		
		Expenditure		
		Balance		
		Expenditure % against Available Fund		
		Expenditure upto previous month		
		Expenditure increase		

Rep ID	Report Title	Elements of Report	Level	Remarks
F	Committed			
F1	Programme-wise Unspent Balance as on dd/mm/yyyy for a District	Pool	SHS/DHS	To be used for Committed proposal
		Program Name		
		Unspent Advance		
		Bank Balance		
		Total Unspent		
F2	List of On-going activities to be carried out of Unspent balance during financial year	Code	SHS/DHS	To be used for Committed proposal
		Program Name		
		Main Activity Name		
		Out of Advance Released		
		Out of Bank Balance		
		Total amount to be spent		
F3	Signature Sheet for Programme Officer for Committed Proposal	Code	SHS/DHS	To be used for Committed proposal
		Pool		
		Program Name		
		Unspent balance as on 31 March		
		Committed fund for Financial Year		
		Uncommitted Unspent Fund for Financial Year		
		% Committed		
		Signature of Programme Officer		
		Date of Signature		
F4	Excess Committed Details	FMR Code	SHS/DHS	To be used for Committed proposal
		Program Name		
		Total advances as on 31 March		
		Total Bank Balance as on 31 March		
		Committed amount out of Advance		
		Committed amount out of Bank		
		Total committed amount for Financial Year		
		Excess/Less committed out of Advance		
		Excess/Less committed out of Bank Balance		

F5	Committed Proposal of a BPMU/DPMU/SPMU	FMR Code	SPMU/ DPMU/ BPMU	To be used for Committed proposal
		As on April 1 - Committed unspent as on April 1		
		Budget Approval Year		
		As on April 1 - Uncommitted unspent		
		Total Unspent		
		Fund allocation during year - By Bank		
		Fund allocation during year - By Opening Adjustment		
		Total		
		Total Available fund for Expenditure		
		Expenditure out of Committed		
		Expenditure out of current year allocation		
		Refund, if any		
		Net Bank Interest		
		Remaining Balance as on 31 March		
		Committed amount for Block level activities - Out of Bank Balance		
		Committed amount for Block level activities - Vendors advance		
		Committed amount for Block level activities - RKS advance		
		Committed amount for Block level activities - Sub Centre/VHSNC advance		
		Committed amount for Block level activities - Sub-total		
		Total committed amount for Financial Year - out of Bank		
		Total committed amount for Financial Year - out of Advances		
		Reason for Committed		

F6	Committed Proposal of a District	FMR Code	SPMU/ DPMU	To be used for Committed proposal
		As on April 1 - Committed unspent as on April 1		
		Budget Approval Year		
		As on April 1 - Uncommitted unspent		
		Total Unspent		
		Fund allocation during year - By Bank		
		Fund allocation during year - By Opening Adjustment		
		Total		
		Total Available fund for Expenditure		
		Expenditure out of Committed		
		Expenditure out of current year allocation		
		Refund, if any		
		Net Bank Interest		
		Remaining Balance as on 31 March		
		Committed amount for DHS level activities - Out of Bank Advance		
		Committed amount for DHS level activities - Vendor Advance		
		Committed amount for DHS level activities - District level units advance		
		Committed amount for DHS level activities - RKS advance		
		Committed amount for DHS level activities - sub-total		
		Committed amount for Block level activities - Out of Bank Balance		
		Committed amount for Block level activities - Vendors advance		
		Committed amount for Block level activities - RKS advance		
		Committed amount for Block level activities - Sub Centre/VHSNC advance		
		Committed amount for Block level activities - Sub-total		
		Total committed amount for Financial Year - out of Bank		
		Total committed amount for Financial Year - out of Advances		
		Reason for Committed		

F7	Committed Proposal of the State	FMR Code	SPMU	To be used for Committed proposal
		As on April 1 - Committed unspent		
		Budget Approval Year		
		As on April 1 - Uncommitted unspent		
		Total Unspent		
		Fund allocation during year - By Bank		
		Fund allocation during year - By Opening Adjustment		
		Total		
		Total Available fund for Expenditure		
		Expenditure out of Committed		
		Expenditure out of current year allocation		
		Refund, if any		
		Net Bank Interest		
		Remaining Balance as on 31 March		
		Committed amount for SHS level activities - Out of Bank Advance		
		Committed amount for SHS level activities - Vendor Advance		
		Committed amount for SHS level activities - State level		
		Committed amount for SHS level activities - sub-total		
		Committed amount for District level activities - Out of Bank Advance		
		Committed amount for District level activities - Vendor Advance		
		Committed amount for District level activities - District level units advance		
		Committed amount for District level activities - RKS advance		
		Committed amount for District level activities - sub-total		
		Committed amount for Block level activities - Out of Bank Balance		
		Committed amount for Block level activities - Vendors advance		
		Committed amount for Block level activities - RKS advance		
		Committed amount for Block level activities - Sub Centre/VHSNC advance		
		Committed amount for Block level activities - Sub-total		
		Total committed amount for Financial Year - out of Bank		

		Total committed amount for Financial Year - out of Advances		
		Reason for Committed		
F8	Committed Year-wise analysis	District	SPMU/ DPMU/ BPMU	
		Block		
		FMR Code		
		Financial Year		
		Committed Amount		
		Expenditure Year		
		Expenditure Amount		
		Balance		
F9	Committed Budget Report for a period	Code	BPMU/ DPMU/ SPMU	
		Particulars		
		Committed Budget		
		Expenses		
		Expenses Reversal		
		Closing Balance		

Rep ID	Report Title	Elements of Report	Level	Remarks
G	Audit			
G1	Auditors empanelled	Auditor Firm Name	SPMU	
		Address		
		Email id		
		Mobile no.		
		Main partner		
G2	Districts assigned to Auditors	Auditor Firm Name	SPMU	
		Financial Year		
		Districts assigned		
G3	Auditors assigned to Districts	Districts name	SPMU/ DPMU/ BPMU	
		Financial Year		
		Auditor assigned		
G4	Auditor Visit Report	District	SPMU/ DPMU/ BPMU	
		Accounting Unit		
		Financial Year		
		Audit date from		
		Audit date to		
		Audit report - draft - submitted on		
		Audit report - final - submitted on		
G5	Audit Report	District	SPMU/ DPMU/ BPMU	
		Accounting Unit		
		Financial Year		
		Voucher No.		
		Observation		
G6	Audit Compliance Report	District	SPMU/ DPMU/ BPMU	
		Accounting Unit		
		Financial Year		
		Voucher No.		
		Observation		
		Compliance Note		
		Number of attachments		
		Title of attachment		

Rep ID	Report Title	Elements of Report	Level	Remarks
E.	Other Reports			
E1	FMR with Physical progress	Code	BPMU/ DPMU/ SPMU	
		Minor Activity		
		Physical Progress - UOM		
		Reporting period - Physical Progress - Target		
		Reporting period - Physical Progress - Achievement		
		Reporting period - Physical Progress - Variance		
		Reporting period - Budget as per RoP		
		Reporting period - Actual Expenditure		
		Reporting period - Expenditure Variance %		
		Cumulative - Physical Progress - Target		
		Cumulative - Physical Progress - Achievement		
		Cumulative - Physical Progress - Variance		
		Cumulative - Budget as per RoP		
		Cumulative - Actual Expenditure		
		Cumulative - Expenditure Variance %		
E2	Advances Program wise Location wise as on dd/mm/yyyy	DPMU	SHS	
		Agency		
		Opening Balance as on 1/04/yyyy		
		Fund Release		
		Expenditure - Revenue		
		Expenditure - Capital		
		Refund		
		Re-appropriation/Adjustment/Interest		
		Closing Balance as on dd/mm/yyyy		
E3	Advances Location wise Program wise as on dd/mm/yyyy	Agency	SHS	
		Program		
		Opening Balance as on 1/04/yyyy		
		Fund Release		
		Expenditure - Revenue		
		Expenditure - Capital		
		Refund		
		Re-appropriation/Adjustment/Interest		
		Closing Balance as on dd/mm/yyyy		

E4	Advances Agency wise Location wise Program wise as on dd/mm/yyyy	DPMU	SHS	
		Program		
		Opening Balance as on 1/04/yyyy		
		Fund Release		
		Expenditure - Revenue		
		Expenditure - Capital		
		Refund		
		Re-appropriation/Adjustment/Interest		
		Closing Balance as on dd/mm/yyyy		
E5	Fund Position Location-wise Program-wise as on dd/mm/yyyy	Code	SHS/ DHS	
		Program		
		Opening Balance as on 1/04/yyyy - Bank Balance		
		Opening Balance as on 1/04/yyyy - Advances (including Releases to Direct & other Agencies)		
		Opening Balance as on 1/04/yyyy - Cash Balance/ Cheque in Hand/Grant in Transit		
		Opening Balance as on 1/04/yyyy - Total		
		Fund received during FY - State		
		Fund received during FY - District level share		
		Fund received during FY - Bank interest (Net) & other income		
		Actual Expenses incurred during the period		
		Refund to State		
		Closing Balance as on 1/04/yyyy - Bank Balance		
		Closing Balance as on 1/04/yyyy - Advances (including Releases to Direct & other Agencies)		
		Closing Balance as on 1/04/yyyy - Cash Balance/ Cheque in Hand/Grant in Transit		
		Closing Balance as on 1/04/yyyy - Total		

E6	Treasury Object-head wise Expenditure of a location for a period	S.No.	SHS/ DHS/ BPMU	
		Treasury Object Head		
		Treasury Object Head Description		
		FMR Code		
		Strategy/Activity		
		Expenditure upto previous month		
		Expenditure in the current month		
		Total Expenditure		
E7	Treasury Object-head wise Expenditure Summary of a location for a period	S.No.	SHS/ DHS/ BPMU	
		Treasury Object Head		
		Treasury Object Head Description		
		Expenditure upto previous month		
		Expenditure in the current month		
		Total Expenditure		
E8	Funds released to DHS for a period - Districtwise	District	SHS/ DPMU	
		Date of release		
		FMR Code		
		Strategy/Activity		
		Amount released - RoP		
		Amount released - Committed		
		Amount released - Unspent		
E9	Funds released to DHS for a period - Date wise	Date of release	SHS/ DPMU	
		District		
		FMR Code		
		Strategy/Activity		
		Amount released - RoP		
		Amount released - Committed		
		Amount released - Unspent		
E10	Funds released to DHS for a period - FMR Code wise	FMR Code	SHS/ DPMU	
		Strategy/Activity		
		Date of release		
		District		
		Amount released - RoP		
		Amount released - Committed		
		Amount released - Unspent		
E11	Treasury Object Head Expenditure Report for a period	Treasury Object Head	SPMU/ DPMU/ BPMU	
		Opening Balance		
		Expenditure during the period		
		Closing Balance		

E12	Activities with associated guidelines	FMR Code	SPMU/ DPMU/ BPMU	
		Activity		
		Guidelines No.		
		Key word1		
		Key word2		
		Key word3		
		Key word4		
		Key word5		
		Issue date		
		Uploaded date		
		Effective upto		
E13	Activities without associated guidelines	FMR Code	SPMU/ DPMU/ BPMU	
		Activity		

Rep ID	Report Title	Elements of Report	Level	Remarks
H	Dashboard			
H1	Receipt from Gol and GoUP	Financial year	SPMU	
		RoP - Annual		
		RoP - Supplementary		
		Total Annual Budget		
		Grant due from Gol		
		Grant receipt from Gol		
		Gol share due		
		Gol share received		
		GoUP share due		
		GoUP share received		
		Total % receipt against Total budget		
		Committed current year		
		Committed unspent of previous years		
H2	Releases	Financial year	SPMU	
		Annual budget (Annual + Supplementary)		
		Receipt from GoUP		
		Released to SPMU		
		Released to DHS		
		Released to DPMUs		
		Released to Blocks		
		Advances at SHS		
		Advances at DHS		
		Advances at Blocks		
		Balance at SHS		
		Balance at DHS		

H5	Expenditure against budget provision	Financial year	SPMU	
		Annual budget (Annual + Supplementary) - current year		
		Budget for SHS - current year		
		Budget for DHS - current year		
		Receipts at SHS - current year		
		Released at DHS - current year		
		Expenditure at SHS - current year		
		Expenditure at DHS - current year		
		Annual budget (Annual + Supplementary) - previous year		
		Budget for SHS - previous year		
		Budget for DHS - previous year		
		Receipts at SHS - previous year		
		Released at DHS - previous year		
		Expenditure at SHS - previous year		
		Expenditure at DHS - previous year		
H4	Committed fund utilisation	Financial year	SPMU	
		Total RoP - current year		
		Total Committed fund - current year		
		Committed fund for SHS - current year		
		Committed fund for DHS - current year		
		Expenditure against committed fund of SHS - current year		
		Expenditure against committed fund of DHS - current year		
		Balance Committed fund for SHS - previous years		
		Balance Committed fund for DHS - previous years		
		Expenditure against balance committed fund of SHS - previous years		
		Expenditure against balance committed fund of DHS - previous years		

H5	Total expenditure against total RoP	Financial year	SPMU	
		Total RoP		
		Annual budget for SHS		
		Committed fund for SHS		
		Total fund for SHS		
		Expenditure against annual budget for SHS		
		Expenditure against committed for SHS		
		Total expenditure for SHS		
		Annual budget for DHS		
		Committed fund for DHS		
		Total fund for DHS		
		Expenditure against annual budget for DHS		
		Expenditure against committed for DHS		
		Total expenditure for DHS		
H6	Pool-wise budget and expenditure	Financial year	SPMU	
		Pool		
		Annual budget		
		Committed fund		
		Expenditure against annual budget		
		Expenditure against committed fund		
H7	Program-wise budget and expenditure	Financial year	SPMU	
		Program		
		Annual budget		
		Committed fund		
		Expenditure against annual budget		
		Expenditure against committed fund		
H8	Expenditure of 20 activities with highest budget	Financial year	SPMU	
		Total budget		
		Program		
		Activity		
		Budget for the activity		
		% budget for the activity of total budget		
		Expenditure against budget of the activity		
		% expenditure against budget of the activity		

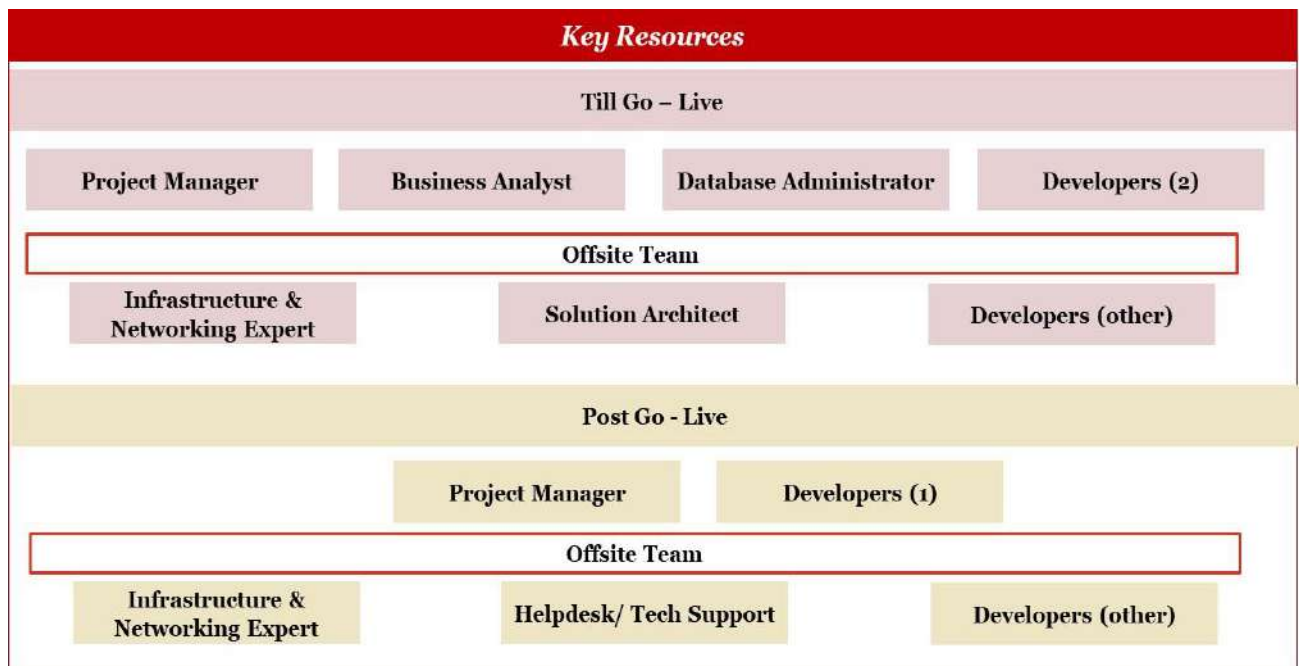
H9	Expenditure of 20 activities with highest expenditure	Financial year	SPMU	
		Total budget		
		Program		
		Activity		
		Budget for the activity		
		% budget for the activity of total budget		
		Expenditure against budget of the activity		
		% expenditure against budget of the activity		
H10	Expenditure of top 10 districts with highest budget	Financial year	SPMU	
		Total budget		
		District		
		Budget for the district		
		% budget for the district of total budget		
		Expenditure against budget of the district		
		% expenditure against budget of the district		
H11	Expenditure of top 10 districts with highest expenditure	Financial year	SPMU	
		Total budget		
		District		
		Budget for the district		
		% budget for the district of total budget		
		Expenditure against budget of the district		
		% expenditure against budget of the district		
H12	Activities with expenditure in slabs	Total number of activities in RoP	SPMU/ DPMU	
		Number of activities in which expenditure is above 100% of the budget		
		Number of activities in which expenditure is 91 - 100 %of the budget		
		Number of activities in which expenditure is 76 - 90% of the budget		
		Number of activities in which expenditure is 51 - 75% of the budget		
		Number of activities in which expenditure is 26 - 50% of the budget		
		Number of activities in which expenditure is 11 - 25% of the budget		
		Number of activities in which expenditure is 1 - 10% of the budget		
		Number of activities with no expenditure		

H13	Districts with expenditure in slabs	Number of districts in which expenditure is above 75% of budget	SPMU/ DPMU
		Value of budget in districts above 75% of budget	
		Value of expenditure in districts above 75% of budget	
		Number of districts in which expenditure is 51 - 75% of budget	
		Value of budget in districts 51 - 75% of budget	
		Value of expenditure in districts 51 - 75% of budget	
		Number of districts in which expenditure is 26 - 50% of budget	
		Value of budget in districts is 26 - 50% of budget	
		Value of expenditure in districts is 26 - 50% of budget	
		Number of districts in which expenditure is 11 - 25% of budget	
		Value of budget in districts with 11 - 25% of budget	
		Value of expenditure in districts with 11 - 25% of budget	
		Number of districts in which expenditure is upto 10% of the budget	
		Value of budget in districts is upto 10% of budget	
		Value of expenditure in districts is upto 10% of budget	

H14	Contracts	Financial year	SPMU/ DPMU	
		Total number of contracts awarded - current year		
		Total value of contracts awarded - current year		
		Total payment made for contracts - current year		
		Number of contracts above Rs. 25 crores - current year		
		Total value of contracts above Rs. 25 crores awarded - current year		
		Total payment made for contracts above Rs. 25 crores awarded - current year		
		Number of contracts between Rs.11 - 25 crores - current year		
		Total value of contracts between Rs.11 - 25 crores awarded - current year		
		Total payment made for contracts between Rs.11 - 25 crores awarded - current year		
		Number of contracts between Rs.6 - 10 crores - current year		
		Total value of contracts between Rs.6 - 10 crores awarded - current year		
		Total payment made for contracts between Rs.6 - 10 crores awarded - current year		
		Number of contracts upto Rs.5 crores - current year		
		Total value of contracts upto Rs. 5 crores awarded - current year		
		Total payment made for contracts upto Rs.5 crores awarded - current year		

H15	Advances analysis	Financial year	SPMU/ DPMU	
		Total number of advances given upto previous year		
		Number of advances outstanding - given upto previous years		
		Total value of advances given - upto previous year		
		Total value of outstanding advances given - upto previous year		
		Total number of advances given in current year		
		Total value of advances given in current year		
		Number of advances which have submitted utilisation certificate for current year		
		Total value of utilisation certificates received for advances of current year		
H16	Expenditure on sources of fund	Financial year	SPMU/ DPMU	
		State budget		
		NHM budget		
		UPHSSP budget		
		Expenditure against State budget		
		Expenditure against NHM budget		
		Expenditure against UPHSSP budget		

7. SCHEDULE 7 – Manpower requirement, deployment plan and Governance Structure



Deployment Plan (Minimum) Till Go – Live

	M1	M2	M3	M4	M5	M6	M7	M8
Project Manager								
Business Analyst								
Database Administrator								
Infrastructure & Networking Expert								
Solution Architect								
Developer 1								
Developer 2								
Developer(others)								



Onsite



Offsite

Deployment Plan (Minimum) Post Go-Live

	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24
Project Manager																								
Developer																								
Tech Support																								
Infrastructure & Networking Expert																								
Helpdesk/ Tech Support																								
Developer(others)																								

 Onsite
  Offsite

Governance Structure:

Project Managers: The relationship under this contract will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.

Project Implementation Unit (PIU): Within 7 days following the Effective Date, NHM and the Service Provider shall appoint a Project Manager. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

The PIU will meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items:

- consideration of Performance Reports based on the progress made in project;
- consideration of matters arising out of the Change Request;
- issues escalated over period of time
- matters to be brought before the PIU in accordance with the contract and the Schedules
- any matter brought before the PIU by the Service Provider under this Article; and
- any other issue which either Party wishes to add to the agenda.

In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the PIU any appropriate amendment to the contract or any Service Level Agreements or Statement of Works

including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change request as per clause 12.3.

8. SCHEDULE 8 – FORMAT OF THE BANK GUARANTEE

The format is to be used by the Service Provider to prepare and submit the Bank Guarantee at the time of signing of Agreement.

(To be issued by a Bank, as mentioned in Article 13 of this Agreement)

1. In consideration of the State Health of Uttar Pradesh, National Health Mission, Uttar Pradesh (hereinafter called NHM UP, which expression shall include any entity which NHM UP may designate for the purpose) having agreed, inter alia, to consider the bid of(hereinafter referred to the “Service Provider” which expression shall include their respective successors and assigns) furnished in accordance with the terms of the Request for Proposal/s (hereinafter called the “Agreement”) in lieu of the Service Provider being required to make a cash deposit, we[name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Service Provider hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to NHM UP without protest or demand and without any proof or condition the sum of Rs. (in words)
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from NHM UP stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the Agreement. Any such demand made on the Bank by NHM UP shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under ‘this Guarantee shall be restricted to an amount not exceeding Rs (in words).
3. We, the Bank unconditionally undertake to pay to NHM UP any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Service Provider or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Service Provider or any other party to the Bank not to pay or for any cause to withhold or defer payment to NHM UP under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Service Provider shall have no claim against the Bank for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until 2.30 pm on the date which falls 6 months beyond the Expiry of the Agreement i.e.(hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by NHM UP in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.
5. We, the Bank further agree with NHM UP that NHM UP shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligation hereunder to vary any of the terms and conditions of the Agreement or to extend or postpone the time of performance by the Service Provider or any other party from time to time or postpone for any time or from time or postpone for any time or from time to time any of the powers exercisable by NHM UP

against the Service Provider or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the Agreement and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of NHM UP, or any indulgence given by NHM UP to the Service Provider or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

6. To give full effect to the obligations herein contained, NHM UP shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for NHM UP to proceed against the Service Provider or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the Bank as principal obligor.
7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Service Provider or any other party or any change in the legal constitution or insolvency of the Service Provider or any other party or any change in the legal constitution of the Bank.
8. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of NHM UP writing.

Notwithstanding anything contained herein.

- Our liability under the Bank Guarantee shall not exceed Rs (in words)
- The Bank Guarantee shall be valid upto [date], 20 __.*
- Unless acclaimed or a demand in writing is made upon us on or before _____, all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of(Bank name)

(Signature)

(Date)

by the hand of Mr

(name of authorised signatory)

Designation

Address of the controlling office of the issuing branch with phone number and fax number to be provided.

Note: Authenticated copy of Letter of Intent authorising the signatory of this guarantee to execute the same to be enclosed herewith).

Note : * Please fill up the date six months after the expiry of the Agreement Period.

9. SCHEDULE 9: Integrity Pact

General

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20____, between, on one hand, the Governor of India acting through **Mission Director, National Health Mission, Uttar Pradesh** (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by _____, Chief Executive Officer / Authorized Signatory (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to engage the Service Provider for design, development and implementation of Financial Management System and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a National Health Mission, Uttar Pradesh performing its functions on behalf of the Governor of Uttar Pradesh.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 DELETED
- 3.4 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family

members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 DELETED.
- 5.2 The EMD of 2,50,000 /- (Two Lakh Fifty Thousand only) deposited along with the Bid shall remain valid till the submission of performance guarantee by the BIDDER.

- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 Within 15 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security equal to 10% of the value of contract from a Nationalized / Scheduled Bank in accordance with the General Conditions of Contract, in the proforma prescribed at Schedule 6.
- 5.5 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations including warranty obligations.
- 5.6 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 <If department has any independent monitor for project> has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in the Department of Revenue. His contact details are as under:

<>

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is Lucknow.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto a period of two years from 'Go-Live' of the Project and any extended period notified by NHM.
- 12.2 The complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later, in case BIDDER is

unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

- 12.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Witness

1. _____

2. _____

Witness

1.

2.

10. SCHEDULE 10: Exit Management Schedule

1. PURPOSE

- 1.1. This Schedule sets out the provisions, which will apply on expiry or termination of the Contract, the Project Implementation, Operation and Management Service Levels.
- 1.2. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 1.3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. TRANSFER OF ASSETS

- 2.1. NHM shall be entitled to serve notice in writing on the Service Provider at any time during the exit management period as detailed hereinabove requiring the Service Provider and/or its subcontractors to provide NHM with a complete and up to date list of the Assets within 30 days of such notice. NHM shall then be entitled to serve notice in writing on the Service Provider at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Service Provider to sell the Assets, if any, to be transferred to NHM or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- 2.2. In case of contract being terminated by NHM, NHM reserves the right to ask Service Provider to continue running the project operations for a period of 3 months after termination orders are issued.
- 2.3. Upon service of a notice under this Article the following provisions shall apply:
 - (i) In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Service Provider, the Service Provider shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to NHM.

- (ii) All risk in and title to the Assets to be transferred / to be purchased by NHM pursuant to this Article shall be transferred to NHM, on the last day of the exit management period.
- (iii) Service Provider shall be paid the depreciated book value of the infrastructure cost and other assets. The depreciation rates and method followed will be as per Income Tax Rules.
- (iv) Payment to the outgoing Service Tax shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
- (v) The outgoing Service Provider will pass on to NHM and/or to the Replacement Service Provider, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Service Provider / Replacement Service Provider, than that enjoyed by the outgoing Service Provider.

3. COOPERATION AND PROVISION OF INFORMATION

3.1. During the exit management period:

- (i) The Service Provider will allow NHM or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable Service Provider to assess the existing services being delivered;
- (ii) promptly on reasonable request by NHM, the Service Provider shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Service Provider or sub-contractors appointed by the Service Provider). NHM shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Service Provider shall permit NHM to have reasonable access to its employees and facilities as reasonably required by the Chairman, Project Implementation Unit (PIU) to understand the methods of delivery of the services employed by the Service Provider and to assist appropriate knowledge transfer

4. CONFIDENTIAL INFORMATION, SECURITY AND DATA

- 4.1. The Service Provider will promptly on the commencement of the exit management period supply to NHM or its nominated agency the following:
- (i) information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services;
 - (ii) documentation relating to Project's Intellectual Property Rights;
 - (iii) documentation relating to sub-contractors;
 - (iv) all current and updated data as is reasonably required for purposes of Service Provider transitioning the services to its Replacement Service Provider in a readily available format nominated by NHM, its nominated agency;
 - (v) all other information (including but not limited to source code, documents, records and agreements) relating to the services reasonably necessary to enable NHM, or its Replacement Service Provider to carry out due diligence in order to transition the provision of the Services to Service Provider, or its Replacement MSP (as the case may be).
- 4.2. Before the expiry of the exit management period, the Service Provider shall deliver to NHM or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Service Provider shall be permitted to retain one copy of such materials for archival purposes only.
- 4.3. Before the expiry of the exit management period, unless otherwise provided under the Service Provider, NHM or its nominated agency shall deliver to the Service Provider all forms of Service Provider confidential information, which is in the possession or control of NHM or its users.

5. EMPLOYEES

- 5.1. Promptly on reasonable request at any time during the exit management period, the Service Provider shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to NHM or its nominated agency a list of all employees (with job titles) of the MSP dedicated to providing the services at the commencement of the exit management period.
- 5.2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Service Provider to NHM or its nominated agency, or a Replacement Service Provider ("Transfer Regulation") applies to any or all of the employees of the Service Provider, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- 5.3. To the extent that any Transfer Regulation does not apply to any employee of the Service Provider, department, or its Replacement Service Provider may make an offer of employment or contract for services to such employee of the Service Provider and the Service Provider shall not enforce or impose any contractual provision that would prevent

any such employee from being hired by the Chairperson, PIU or any Replacement Service Provider.

6. TRANSFER OF CERTAIN AGREEMENTS

On request by NHM or its nominated agency the Service Provider shall effect such assignments, transfers, licences and sub-licences as the Chairperson, PIU may require in favour of the Chairperson, PIU, or its Replacement Service Provider in relation to any equipment lease, maintenance or service provision agreement between MSP and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by NHM or its nominated agency or its Replacement Service Provider.

7. RIGHTS OF ACCESS TO PREMISES

- 7.1. At any time during the exit management period, where Assets are located at the Service Provider's premises, the Service Provider will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) NHM or its nominated agency and/or any Replacement Service Provider in order to make an inventory of the Assets.
- 7.2. The Service Provider shall also give NHM or its nominated agency, or any Replacement Service Provider right of reasonable access to the Service Provider's premises and shall procure NHM or its nominated agency and any Replacement Service Provider rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Service Provider as is reasonably necessary to migrate the services to NHM or its nominated agency, or a Replacement Service Provider.

8. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 8.1. The Service Provider shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to NHM or its nominated agency or its Replacement Service Provider and which the Service Provider has in its possession or control at any time during the exit management period.
- 8.2. For the purposes of this Schedule, anything in the possession or control of any Service Provider, associated entity, or sub-contractor is deemed to be in the possession or control of the Service Provider.
- 8.3. The Service Provider shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9. EXIT MANAGEMENT PLAN

- 9.1. The Service Provider shall provide NHM or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with atleast the following aspects of exit management in relation to the Service Provider as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. plans for the communication with such of the Service Provider's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on NHM's operations as a result of undertaking the transfer;
 - iii. (if applicable) proposed arrangements for the segregation of the Service Provider's networks from the networks employed by NHM and identification of specific security tasks necessary at termination;
 - iv. Plans for provision of OEM support for the hardware and software components and any other contingent support for a period of 9 months after the expiry or termination of the contract period as the case may be
- 9.2. The Service Provider shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- 9.3. Each Exit Management Plan shall be presented by the Service Provider to and approved by NHM
- 9.4. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Service Provider complying with its obligations under this Schedule.
- 9.5. In the event of termination or expiry of NHM, and Project Implementation, each Party shall comply with the Exit Management Plan.
- 9.6. During the exit management period, the Service Provider shall use its best efforts to deliver the services.
- 9.7. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- 9.8. This Exit Management plan shall be furnished in writing to NHM within 30 days from the Effective Date of this Agreement.