

Request for Proposal (RFP)

for hiring of an Agency to provide outsourced contractual manpower for Support on Digital Health application (eKavach) rollout in Uttar Pradesh

India Health Action Trust (IHAT),

404, 4th Floor, Ratan Square No 20A, Vidhan Sabha Marg, Lucknow-226001,
Uttar Prtadesh

Request for Proposal for hiring of an agency to provide outsourced contractual manpower for support on Digital Health application (eKavach) rollout in Uttar Pradesh

1. Background

INDIA HEALTH ACTION TRUST (IHAT) was instituted in 2003 as a Charitable Trust under the Indian Trust Act, 1882 and is registered with the Ministry of Home Affairs under the Foreign Contribution (Regulation) Act, 1976, under section 12A(a) of the Income Tax Act, 1961 and with the Ministry of Corporate Affairs under the Companies (Corporate Social Responsibility Policy) Amendment Rules 2021.

We work closely with the Government of India and state governments to achieve its public health goals. Our work is focused in areas of prevention and control of HIV and Tuberculosis, in achieving significant improvements in Reproductive, Maternal, Neonatal and Child Health, improved Nutrition among mothers and children, and strengthening health systems. Our work is aligned with the Sustainable Development Goals.

India Health Action Trust - Uttar Pradesh Technical Support Unit (IHAT UP-TSU) has been providing support to the Department of Health & Family Welfare in pursuance of a Memorandum of Cooperation signed between Bill & Melinda Gates Foundation (BMGF) and Government of Uttar Pradesh in December 2012. UP-TSU was established in November 2013 and has been helping the government strengthen the reproductive, maternal, newborn, child health, adolescence and Nutrition (RMNCH+A+N) outcomes in the state and to improve the efficiency, effectiveness and equity on public sector delivery interventions critical for the survival of the newborn and the mother. UPTSU is led by University of Manitoba (UoM) as the lead on the project and India Health Action Trust (IHAT) as the lead sub-grantee.

Through the National Health Policy (NHP), 2017, Government of India envisions to attain countrywide access to the highest quality of healthcare services for the well-being of its citizens of all age groups and from all walks of life. Digitization of the healthcare sector will improve efficiency of healthcare services and offer better quality services at affordable costs. The Ayushman Bharat Digital Mission (ABDM), subsequently launched on 27th September 2021 aims at developing the backbone necessary to support an integrated digital health infrastructure.

Frontline Health Workers (FLWs) including ASHAs, ANMs and CHOs are the backbone of the healthcare system. This comprises 1.6 Lakh ASHAs, 8.5K ASHA Sanginis, 30K ANMs, 17K CHOs across 821 blocks in 75 districts. Digitally enabling the FLWs is a significant step for paving the path for digitizing data at source, ensuring availability of unitized data and helping improve coverage and quality of last-mile healthcare services. Thus, aligned with the Digital Health Strategy of UP and the Ayushman Bharat Digital Mission, the necessity for investing in the digital health space for ensuring an end-to-end digital coverage across the continuum of care, was recognized. Consequently, an ongoing grant namely "Digital tools' rollout support for FLWs in UP" was awarded to UPTSU by the Bill and Melinda Gates Foundation in November 2020. This ongoing grant aims at ensuring successful implementation of a comprehensive digital health platform for FLWs, across the state, enabling availability of robust beneficiary level data across the RMNCH continuum of care.

Accordingly, the Government of Uttar Pradesh (GoUP) identified a digital application (eKavach) after evaluation of several digital health systems that have been implemented across the country. This platform not only facilitates the creation of a population registry interconnected with geographic information but also establishes family folders to document vital information. It captures and organizes individual data for every family member, assigning them unique health IDs known as Ayushman Bharat Health Account (ABHA). Furthermore, the eKavach platform streamlines healthcare provision by developing longitudinal electronic health records that comply with ABDM standards. These records are methodically generated based on established workflows across all levels of healthcare services. Serving as a job aid, eKavach aims to equip frontline workers and other service providers with various components of Reproductive, Maternal, Neonatal, Child Health (RMNCH), and Non-Communicable Disease (NCD) programs.

In order to test the implementation of the identified digital application and develop a proof of concept, the GoUP supported by UPTSU selected Bahua block in Fatehpur district UP for piloting the application and eventually scaling it up across the state based on learnings from the pilot. With positive outcomes from the pilot, the eKavach application was expanded across all 75 districts in the state under the guidance of the National Health Mission (NHM). The gradual distribution of mobile phones to ASHAs over 2021 and 2022 facilitated this expansion. The Chief Minister's formal launch of the application in December 2021 marked a significant milestone. The enumeration module was introduced in March 2022, accompanied by various campaigns. Additionally, a separate RI module was developed and deployed, initially separate from the enumeration process. Most of the training sessions were conducted online or via Learning Management System (LMS) videos, even at the grassroots level, resulting in gaps in understanding regarding application usage.

Presently, around 87% percent of the enumeration has been completed across the state. However, there's a noticeable amount of incomplete enumeration and a significant presence of duplicated data. These issues have the potential to undermine the RMNCH services and hinder the precise creation of electronic health records. The generation of state wide ABHA IDs has achieved a mere 6 percent, substantially limiting the ability to comprehensively track and follow up with patients. Given the existing data quality gaps, the GoUP has approached UPTSU to provide assistance in improving the coverage and quality of eKavach application throughout the state.

2. Invitation for Proposal

India Health Action Trust, hereinafter referred to as IHAT invites proposals (online via email), (Technical bid and financial bid) for hiring an agency to provide outsourced contractual manpower for support on Digital Health application (eKavach) at the district support across the state and 4 State level support.

Quick Information Data Sheet	
Issuance of RFP document	11..10.2024
Last Date for seeking queries through email	14.10.2024 (till 03:00 PM)
Email address for sending queries, if any	procurement@ihat.in
Pre-Bid meeting	<p>The pre-bid meeting shall be organized online. Bidders have to join the pre-bid meeting through the following link:</p> <p>Link: https://us06web.zoom.us/j/89602230525?pwd=WJ4tYeYGp87gbaCqabKkt21Yf5mAnc.1</p> <p>Meeting ID: 896 0223 0525 Passcode: 019135</p> <p>Date: 15.10.2024 Time: 03:00 PM</p>
Mode of submission of proposal	Online
e-Mail ID for tender related queries, communication and Technical & Financial Bid submission	<p>procurement@ihat.in</p> <p>Note: Subject line for the tender related queries, communication and Technical & Financial Bid submission should be “ Hiring of an agency to provide outsourced contractual manpower for Support on Digital Health application (eKavach) rollout in Uttar Pradesh</p>
Bid submission – Start date/ time	17.10.2024 (11:00 AM)
Bid submission – End date/ time	23.10.2024 (02:00 PM)
Date/ Time of opening of Technical Bid	23.10.2024 (02:30 PM)
Method of Selection	LCS
Date and time for opening of Financial bids	To be notified to the technically qualified bidders by e-mail
Validity of Proposal	Proposals must remain valid for 180 days after the submission deadline
Duration of the contract	8 Months
Amendment, Corrigendum, notice to be published at	https://www.ihat.in/notifications/
<p>Note:</p> <p>I) Technical & Financial bids must be submitted online in a separate file. The soft copy of the financial bid must be password protected. If the soft copy of the financial bid is not found password protected, then it may lead to rejection of the financial bid.</p> <p>II) Technically responsive bidders will have to provide a password separately, when asked by IHAT during opening of the financial bid.</p> <p>III) IHAT reserves the right to cancel the Tender process at any stage during the Tender Process.</p>	

3. Scope of Work

IHAT is seeking to hire an agency (or “agency” or “vendor” or “service provider”) for providing Human resources for support on eKavach application across the status.

The selected agency is expected to provide resource persons for intensive implementation support, which includes, providing training and mentoring support for ABHA ID generation, enumeration improvement and rollout of RCH, HWC and other modules of eKavach application. They will also conduct field visits and support in eKavach progress review.

The selected agency shall be required to conduct the following activities:

- The agency will provide 3 State level staff and 75 ekavach coordinators to attend to issues pertaining to eKavach application and provide mentoring and capacity building support at district level. The state team would provide mentoring and handholding support to the ekavach coordinators and Block Resource Person. The Agency will have to ensure that each resource is equipped with a functional laptop with network connectivity which shall be used for mentoring and capacity building.
- The selected district level resources should hold a graduate degree in any field, preferably in social sciences, health related subjects. Candidates having prior knowledge or experience of health systems and RMNCH (Reproductive, Maternal, Newborn and Child Health) program may be given priority.
- The agency will render its services for a period of 8 (eight) months
- **IHAT will be involved in selection process of the resources and each candidate needs to be pre-approved by IHAT officials.**

Key Roles and Responsibilities (refer to Annexure 1 for detailed roles and responsibilities)

Given below are the roles and responsibilities of the staff to be provided by the selected agency:

Mentoring and capacity-building support to CHOs and ANMs: The selected team will train the CHOs, ANMs and ASHA Sanginis on ABHA ID generation, enumeration improvement and rollout of RCH, HWC and other modules through offline trainings. Post the training they will provide handholding and mentoring support to CHOs, ANMs, ASHAs and ASHA Sanginis based on requirement.

Conduct field visits to assess progress and challenges in eKavach implementation: The selected team will conduct supportive supervision visits (focussing on poor performing areas) to assess the application’s progress/data quality and provide mentoring support to FLWs, using the existing platforms like AAA meetings, cluster meetings, ANM weekly meetings and CIVHSNDs among others. Based on these visits, the support team would provide feedback to concerned IHAT personnel.

ABHA Generation: In order to align with the government’s goal of ABHA generation, these block resource persons shall ensure via the CHOs and ASHA Sanginis that the ASHAs are conducting home visits to generate ABHA IDs for the beneficiaries.

RCH and NCD rollout: The district team will support the districts to rollout of RCH and NCD modules in ekavach through building the capacities of ASHA, AS, ANM and CHO’s.

Review and Reporting: The team will be a part of the review meetings on ekavach held by GoUP at the block level and support the government in data based reviews. They shall also participate in internal or external review meetings at the district level based on requirement. They will submit advance tour plans and other required reports as suggested by IHAT.

Contract Duration and extension: The duration of the contract (contract duration) will be valid for **8 (eight) months** from the date of execution of the contract. IHAT may extend contract subject to requirement of IHAT, available budget and satisfactory performance of the service provider, on existing terms and conditions, based on exigency of the circumstances.

Replacement/Substitution of Resource: IHAT may ask for replacement of resources and any replacement/substitution of resources shall strictly be based on merit list/wait list (of the candidate screened

for first time deployment) within 7 days of the communication regarding replacement. Replacement of resources without prior permission of IHAT is not permitted.

Cost components

There will be two cost components of this contract

I. Remuneration

II. Reimbursable cost (Travel outside place of posting which needs to be reimbursed to the staff directly by IHAT)

Fixed cost: Fixed cost will comprise the following

Sl No	Category of Resources	Monthly remuneration (INR)
1	Ekavach Coordinators 75 Nos.	30000/- per month (inclusive of all statutory compliances such as EPF, ESIC etc.) (Sunday and Gazette Holidays will be counted as paid days)

S. No	Category of Resources	Monthly remuneration (INR)	Monthly Travel Allowance (INR)
2	State officers (3)/ State Health officers	Rs.95,000/- per month (inclusive of all statutory compliances such as EPF, ESIC etc.) (Sunday and Gazette Holidays will be counted as paid days)	There will be a minimum of 10 - 15-day field visits to the allocated districts. As per the policy, IHAT will directly bear the travel cost.

The agency will raise invoice on a monthly basis as per actual attendance and will include relevant taxes and its service charge along with the invoice. Necessary proof including validated attendance should also be submitted. Payment will be done as per actual presence of the resources after taking into account holidays as per IHAT guideline.

Reimbursable costs:

S.No	Category of Service	(INR)
1	Travel between District to State and State to Block/District	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms
2	Accommodation at State (Lucknow)	On actual basis as mutually agreed between vendor and IHAT and as per IHAT norms

Note: Expenditure incurred which are covered under points #1 & #2 above shall be reimbursed upon approval by the concerned authority of IHAT.

Selection of Bidder: The Service Provider shall be selected based on Least Cost-based Selection (LCS) process. However, only those firms which meet the Minimum Eligibility criteria in the Technical Qualification shall be considered eligible for Financial Bid opening and financial bids of only such bidders shall be opened.

4. Minimum Eligibility Criteria: Bidders that meet the following criteria are invited to respond to this Request for Bid. The Bidder should:

S. No.	Basic Requirement	Specific Requirements	Documents Required
I	Legal Entity	<p>I) The Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India, under any one of the following categories: -</p> <p>a Limited Liability Partnership (“LLP”) registered under the LLP Act, 2008;</p> <p>b.an Indian Company (“Company”) registered under the Companies Act, 1956/ 2013</p> <p>c. Partnership Firm (“Firm”) registered under the Indian Partnership Act, 1932</p> <p>d. Society registered under the Societies Registration Act of 1860</p> <p>II) Registered with Service tax authorities, Employees Provident Fund, Employees State Insurance and Contract Labour Acts.</p>	<p>I) Copy of certificate of Incorporation</p> <p>II) Copy of Registration certificate for GSTIN, EPF, ESIC, PAN, Labour certificates etc</p>
II.	Blacklisting/ Non-conviction	Bidder should not have been blacklisted/defaulted by any of the Central Govt./ State Govt. Departments/ Autonomous Bodies/ Local Bodies/ Public Sector Undertakings during last 3 (three) years ending day of submission of bid. Should not have been found guilty of any criminal offence by any Court of Law.	Self-certificate letter undertaking to this effect on Company’s letter head signed by Company’s Authorized Signatory. Bidder must disclose any blacklisting and nature thereof and must provide black listing revocation letter (if applicable).
III.	Conflict of Interest	Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Duly signed undertaking from the Authorized representative of the Agency on the Agency’s letter head signed by Company’s Authorized Signatory.
IV.	Presence in Uttar Pradesh	The Agency must have its official set up presence in Uttar Pradesh	Proof of existence and presence in Uttar Pradesh, Contact Person & contact

			details. Documentary proof like ownership/ rent agreement etc. regarding existence of office.
V.	Average Annual financial turnover during last three years ending 31-03-2024.	The bidder shall have a minimum average annual financial turnover of Rs. 3 (Three) Crores in the last three financial years ending 31-03-2024.	Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN Registration number clearly stating turnover of previous 3 FYs ending 31-03-2024.
VI.	Past experience	Business operation: The bidder must have at least 3 years' experience as on 31-03-2024 of providing contractual outsourced manpower to any State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise/NGOs in the state of Uttar Pradesh.	Details of Contracts relating to supplying of manpower in the last three years along with attested copies of the Work Order.
		The Bidder(s) must have an experience of supplying at least 80 (eighty) contractual outsourced manpower having similar capacity to any State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise, NGOs in Uttar Pradesh, in a single assignment Note: Any eligible ongoing Project must have completed at least 06 months. between respective Project's date of contract sign-off & till the bid submission date under this RFP	Details of Contracts relating to supplying of manpower in the last three years along with attested copies of the Work Order.
VII.	Net Worth	The bidder shall have a positive net worth in each of the last 3 (three) financial years ending 31-03-2024	Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN Registration number clearly stating net-worth of previous 3 FYs ending 31-03-2024.

5. Technical Evaluation Criteria: In the first stage, the evaluation shall be carried out in accordance to the criteria set out under MINIMUM ELIGIBILITY CRITERIA. In the second stage, technical bids of those bidders who comply to the conditions of MINIMUM ELIGIBILITY CRITERIA, shall be evaluated. Bidder must ensure to submit required document in its technical Bid to substantiate to each criteria specified in the RFP as a part of MINIMUM ELIGIBILITY CRITERIA and Technical Bid Evaluation. The Bidders have to score 70 & more marks out of 100 marks in the Technical Evaluation will be considered for Financial Evaluation. Bid submitted without documentary evidence in compliance to each of the Minimum Eligibility Criteria stated above, shall be rejected.

The scoring criteria to be used for Technical Bid evaluation shall be as follows:

SL No	Criteria	Evaluation parameters	Max Marks	Documents Required
1.	Average Annual financial turnover during last three years ending 31-03-2024.	<p>The bidder shall have a minimum average annual financial turnover of Rs. 3 (Three) Crores in the last three financial years ending 31-03-2024.</p> <ul style="list-style-type: none"> • < INR 3 Crores - 0 Marks • ≥ INR 3 Crores < INR 5 Crores- 20 Marks • ≥ INR 5 Crores < INR 7 Crores - 25 Marks • ≥ INR 7 Crores - 30 Marks 	30	Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN Registration number clearly stating turnover of previous 3 FYs ending 31-03-2024.
2	Past Experience	<p>The Bidder(s) must have an experience of supplying at least 80 (eighty) contractual outsourced manpower having similar capacity to any State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise, NGOs in Uttar Pradesh, in a single assignment</p> <p>Note: Any eligible ongoing Project must have completed at least 06 months between respective Project's date of contract sign-off & till the bid submission date under this RFP.</p> <ul style="list-style-type: none"> • Supplying less than 80 manpower in a single contract- 0 Mark • Supplying 80-100 manpower in a single contract - 20 Marks • Supplying 101 to 150 manpower in a single contract - 25 Marks • Supplying more than 151 manpower - 30 Marks 	30	<p>I) Contract agreement</p> <p>II) Work Order</p>
		<p>Business Operation: The bidder must have at least 3 years' experience as on 31-03-2024 of providing contractual outsourced manpower to any State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector</p>	20	Details of Contracts relating to supplying of manpower in the last three years along with attested copies of the Work Order.

SL No	Criteria	Evaluation parameters	Max Marks	Documents Required
		<p>Enterprise, NGOs in the state of Uttar Pradesh.</p> <ul style="list-style-type: none"> • < 3 years - 0 Marks • 3 to 5 years - 10 Marks • More than 5 years & less than 7 years - 15 Marks • More than 7 years - 20 Marks 		
		<p>The bidder must have successfully completed/executed 1 project with a value not less than Rs.2 Crores of supplying contractual outsourced manpower to any State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise, NGOs in India during last 3 years ending 31-03-2024.</p> <p>Note: Any eligible ongoing Project must have completed at least 06 months. between respective Project's date of contract sign-off & till the bid submission date under this RFP</p>	10	Details of Contracts relating to supplying of manpower in the last three years along with attested copies of the Work Order.
3	Technical Approach and Methodology	Adequacy of the proposed methodology and work plan in response to the Scope of Work/Terms of Reference (ToR)	10	Bidder has to submit a write up (maximum 5 pages)
Total			100	

6. Financial Bid:

- 6.1** Financial bids of only those bidders whose technical bids are found to be responsive, meet all the conditions as specified under the Minimum Eligibility Criteria will be opened and evaluated.
- 6.2** The bidder is required to quote the **SERVICE CHARGE PERCENTAGE** (upto 2 decimal points) applicable on salary/remuneration component payment only. Total quotation for the aforementioned scope of work (**INCLUSIVE OF ALL RELATED, ALLIED OPERATIONAL EXPENSES AND ANY OTHER TAXES, EXCEPT GST**) as part of the Financial Bid. GST and other allowances (as defined in the RfP) will be paid as applicable. Only once the Technical Proposal is ascertained to be qualified, corresponding Financial Proposal would be opened. If a bidder quotes NIL service charges, the bid shall be treated as unresponsive and will not be considered.
- 6.3** Technical & Financial bids must be submitted in separate folder. The soft copy of the financial bid must

be password protected. If the soft copy of the financial bid is not found password protected, then it may lead to rejection of the financial bid. Technically responsive bidders will have to provide password separately, when asked by IHAT during opening of the financial bid.

6.4 The bidder is required to submit the Financial Bid as per the format at ANNEXURE IV.

7. Performance Guarantee

Service provider will deliver work in a professional workmanship fashion and ensure all deliverables are of high quality and completed in time, subject to timely support from external parties. IHAT will withhold 10% of the service charge against each invoice raised as Performance Guarantee, which shall be released on successful & satisfactory completion of the project.

The accumulated performance guarantee shall be released at the end of the project. The payout shall depend on satisfactory completion / achievement of output / deliverables, which shall be decided on the basis of a 3 point rating scale as follows:

- 3: Output satisfactory - full payout
- 2: Output moderately satisfactory - 50% payout
- 1: Output not satisfactory - 0% payout.

For both ratings of 1 and 2 above, a written note documenting gap in performance between desired and delivered has to be clearly indicated along with what time and opportunity was given to the Service provider to correct the deliverables.

8. Service Level Agreements (SLA) and Penalties

S No	Service	Expected Service Level	Penalty in case of default
1	If the agency fails to place the person/ Non-deployment of resources	Within 7 days from the date of signing of the contract	1 % of monthly charge per day (of person remuneration) will be recovered from the monthly bill of the HR agency. IHAT reserves the right to terminate the contract or take any other action as deemed fit, in case the agency fails to deploy the resource/s within 30 days.
2	Replacement of Personnel at the request of IHAT.	Within 7 Days of Written Intimation from IHAT	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the HR Agency.
3	Replacement of Personnel initiated by HR Agency	At least 7 Days of written intimation received by IHAT	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the HR Agency.

Note:

- I) In situation, where the agency has incurred a penalty of equal to more than 10% of total value of the project at any stage and any point of time during the contract period, IHAT reserves the right to terminate the contract and forfeit the retention money altogether. For avoidance of doubt, it is clarified that the total value of the project will be calculated in the following ways:
Total value of the project=(75 X 30000 X 8) + (3 X 95000 X 8)
- II) T=Date of signing of agreement
- III) Penalties, if any, for violating the service levels will be computed at the end of each payment cycle. These penalties would be adjusted in the payment due to the Agency in the subsequent month. The penalty amount applicable for violation of service levels are specified in the table above.
- IV) IHAT reserves the right to exempt the penalty under exceptional circumstances.

9. Payment Terms

9.1 The Agency shall be paid monthly remuneration paid to outsourced human resources deployed including

statutory payments as applicable, and service charges thereon. The GST, as per rate in vogue, would be payable over and above the admissible amount.

- 9.2 The Agency shall submit the monthly bills by 10th day of each month, enclosing the certificates as may be prescribed by IHAT, which shall get duly verified by the Officer-in-charge, IHAT. The bill shall normally be paid by IHAT within 10 working days of its receipt after making recovery/penalty, if any.
- 9.3 Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle. These Penalties would be adjusted in the payment due to the Agency in the subsequent month.
- 9.4 The Tax Deduction at Source (T.D.S) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the Agency by IHAT.
- 9.5 All payments will be accounted in Indian Rupee and credited through on-line transfer.
- 9.6 The service provider shall provide monthly invoices based on the sum of the total deployed resources multiplied by the corresponding Remuneration per resource and the applicable service charge as quoted by the bidder. Taxes as applicable shall also be included in the invoice (GST & and other relevant taxes shall be applicable as per relevant Government policies. The same may get amended from time to time, as per relevant government rules).
- 9.7 Along with the invoice the bidder shall also submit the following duly certified proof:
 - a. Online payment to the bank accounts of all of the resources deployed as per the services rendered by the resources for the month.
 - b. Proof of deposit of EPF, ESIC and other statutory compliances, as applicable in a timely manner.
- 9.8 The following checks **may be done** before clearing the payment
 - a. after verification of attendance of resource by concerned IHAT person.
 - b. after verification of tour report with the tour plan by the Supervisor, IHAT
- 9.9 Payment to the Agency will be made only as reimbursement i.e., after the remuneration has been disbursed at the applicable rates to the outsourced human resources deployed at IHAT and applicable taxes and service charges. Attendance sheet of previous month to be submitted to the agency by 3rd of every month. The Agency has to first pay the salary of the previous month to the outsourced human resources deployed in IHAT by the 7th day of the next month and then submit its bill for payment to IHAT, preferably by the 10th day of the month. Payment of bills will be made on monthly basis through online transfer only, provided the services rendered by the outsourced human resources of the Agency were satisfactory during the month and subject to deduction of penalty imposed, if any, as per terms and conditions of this tender/contract. The monthly bill payment will be made subject to following billing process. Agency will submit the attested photocopies of the following documents along with the bill:
 - Attendance sheet of the outsourced human resource duly certified by the designated officer of the IHAT and Agency for the month
 - Salary sheet for the month showing payment of remuneration/wages outsourced human resource
 - A copy of the bank statement regarding payment of remuneration/wages
 - Proof of challan /receipt towards the payment made towards applicable provident fund, ESI and proof of payment towards other statutory dues in respect of outsourced human resources for the previous month i.e., beginning with second bill.

10. Proposal submission

The proposal from eligible organizations should include the following:

- Electronic copy of proposal (technical and financial proposal) in .pdf format.
- Documents certifying all the criteria as stipulated in the RFP (General Qualifying criteria/ Eligibility criteria, and Technical Evaluation criteria)
- Documents for evaluation of each criteria mentioned in the RFP (technical Evaluation),
- Any other documents that certify relevant experience, certifications etc. of the organization are required for technical evaluation as per all of the sections mentioned above.

11. General terms and conditions:

- 11.1 The Agency shall ensure that the individual outsourced human resources deployed in IHAT conforms to specifications of educational qualifications and experience prescribed in the RFP.
- 11.2 IHAT will scrutinize the details of candidates from the panel provided by the Agency and identify suitable candidate for its requirement. On identification of the candidates, the Agency will depute the selected candidates to serve in IHAT who shall report for work within 7 days at the specific location.
- 11.3 Payment of remuneration will accrue from the date of such reporting/joining to IHAT.
- 11.4 The Agency must ensure having/keeping of the following documents with them in respect of each individual outsourced human resources who will be deployed before the commencement of work. IHAT may verify the following testimonials/documents of the manpower at any stage and point of time. Agency must provide one set of those documents of the selected candidates to IHAT.
 - (a) List of persons deployed;
 - (b) Bio-data of the persons along with copies of the certificates in respect of educational/professional qualifications etc.
 - (c) Attested copy of matriculation certificate containing date of birth.
 - (d) Detailed proof of identity like Aadhar number, driving license, bank account details, proof of residence and recent photograph of the person deployed by the agency
- 11.5 The Agency shall ensure that the outsourced human resources deployed is medically fit during the entire contract period. The Agency shall withdraw such contractual outsourced human resources that is not found medically suitable by the office immediately on receipt of such a request.
- 11.6 Agency shall nominate 2 (two) coordinators at Lucknow Head quarter for all coordination purposes during the tenure of the agreement.
- 11.7 The coordinators will be responsible for interacting with the designated Officer(s) of IHAT in all matters related to deployment of manpower, submission of bills, submission of certificates related to statutory authorities/ payments, providing replacements on time-bound basis etc.
- 11.8 The Agency's representative should be available at all times to take instructions from IHAT. On instructions, its representatives should meet the designated officer of IHAT for discussions on the date/time given without fail.
- 11.9 The Agency's deployed human resources working with IHAT should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the Agency commit any act of omission/ commission which amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work.
- 11.10 For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of outsourced human resources so employed and deployed in the IHAT. The persons deployed by the Agency in the IHAT shall not have claims of any Master and Servant relationship against IHAT.
- 11.11 The Agency shall be solely responsible for the redressal of grievance/ resolution of disputes for settlement of such issues whatsoever like non- payment of salaries on time, less payment/remuneration etc. In case any grievance is received in the IHAT, such grievance shall be forwarded to the agency and it is the sole responsibility of the agency to redress such grievances within the time so specified by IHAT.
- 11.12 The Agency will be responsible for compliance of all statutory provisions in vogue related to remuneration, Provident Fund, and Employees State Insurance, GST etc. in respect of persons deployed by it in the IHAT.
- 11.13 No TA/DA will be given by IHAT to any of the outsourced manpower at the time of joining at the concerned offices of IHAT or at the desired location.
- 11.14 The Agency shall replace any of its outsourced human resources within the agreed timeline who are found unacceptable to IHAT on account of incompetence, conflict of interest, improper conduct or for any other reason upon receiving written notice from the concerned officer of the IHAT. It will be the responsibility of the Agency to provide a suitable substitute as per agreed timeline. The delay in providing a suitable substitute beyond the agreed timeline would attract penalty on the Agency.
- 11.15 The Agency shall make regular payment of salaries due to its outsourced human resources deployed by them in IHAT under service contract and furnish necessary proof whenever required.
- 11.16 The Agency will ensure the remittance of the salary to the outsourced human resources deployed by them in IHAT through Bank Account and a copy of the bank statement will be furnished to the office concerned every month along with the bills for the subsequent month.

- 11.17 The Agency will be responsible for fulfilling the requirements of all statutory provisions of the applicable statutes.
- 11.18 IHAT shall not be responsible for any financial loss or other injury to any person deployed by Agency in the course of their performing the functions/ duties, or for payment towards any compensation.
- 11.19 In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any continuation/absorption in IHAT.
- 11.20 The Tax deduction at source (T.D.S.) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the Agency by IHAT.
- 11.21 The agency should maintain Employee Master Database by capturing all relevant information of the employee deployed at IHAT and update the database periodically. Agency should share soft copies of the Employee Master Database to IHAT every month.
- 11.22 **Notification of Award and Signing of Contracts:** Prior to the expiration of the period of Bid validity, the Bidder will be notified in writing or email that its Bid has been accepted. IHAT shall facilitate signing of the contract after the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Bidder shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier. The notification of award (Purchase Order/LOA) will constitute the formation of the Contract. After issuance of Purchase Order/LOA the Bidder shall sign the Contract as per the draft contract format given in the RFP
- 11.23 **Failure to agree with the Terms and Conditions of the Bid :** Failure of the bidder to agree with the Terms and Conditions of the Bid shall constitute sufficient grounds for the annulment of the contract. The contract may be awarded to the next eligible Bidder.
- 11.24 **Contract Durations and extension:** The duration of the contract (contract duration) will be for 8 (eight) months from the date of execution of the contract. IHAT may extend contract subject to requirement of IHAT, available budget and satisfactory performance of the service provider, on existing terms and conditions, based on exigency of the circumstances.
- 11.25 Right to Accept/Reject any or all Bids: IHAT reserves the right to accept or reject any Bid / bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for IHAT's action.
- 11.26 **FORCE MAJEURE**
- . The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Bidder include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labour or material.

. For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify IHAT, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. IHAT, or the consultant / committee appointed by IHAT shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by IHAT in writing, the Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

. In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, IHAT and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

. Notwithstanding anything to the contrary mentioned above, the decision of IHAT shall be final and

- binding on the Bidder.
- 11.27 RESOLUTION OF DISPUTES
- . IHAT and the Bidder shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this agreement. All differences disputes arising under and out of these present, or in connection with this agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto).
 - . Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties.
 - . The venue of arbitration shall be being Lucknow, Uttar Pradesh. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts in Lucknow, Uttar Pradesh.
- 11.28 FRAUD AND CORRUPTION: IHAT requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, IHAT defines, for the purpose of this provision, the terms set forth as follows:
- . "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of IHAT in contract executions.
 - . "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to IHAT, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive IHAT of the benefits of free and open competition.
 - . "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by IHAT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest;
 - . "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
 - . "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
 - . If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for IHAT for termination of the contract and initiate black-listing of the vendor.
- 11.29 CONFLICT OF INTEREST
- . The Bidder shall disclose to IHAT in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Bidder shall hold IHAT's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.
 - . In the event of any question, dispute or difference arising under the agreement or in connection therewith, the same shall be referred to the sole arbitration of the Chairman of Board, IHAT or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman of Board, IHAT or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chairman of Board or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman of Board or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman of Board, IHAT or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

. The venue of the arbitration proceeding shall be the office of the Chairman of Board, IHAT, or such other places as the arbitrator may decide.

11.30 CONFIDENTIALITY

i. "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with the contract) or pursuant to the contract to be signed subsequently.

ii. Except with the prior written permission of IHAT, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

iii. The Bidder recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of IHAT requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in IHAT and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.

iv. The restrictions of this Article shall not apply to confidential information that:

- a. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- b. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- c. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- e. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- f. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure

Annexure 1: Roles and responsibilities of ekavach Coordinator

Job description

The selected block resource person is expected to provide intensive implementation support at block level, which includes, providing training and mentoring support for ABHA generation, enumeration improvement and rollout of RCH, HWC and other modules of eKavach application. They will also conduct field visits and support in eKavach progress review.

Key deliverables

- Operationalization of district level Help Desk for supporting eKavach application
- Conduct trainings for CHOs and/or ANMs for ABHA generation, enumeration improvement and rollout of RCH, HWC and other modules
- Provide handholding and mentoring support to CHOs, ANMs, ASHAs and ASHA Sanginis based on requirement
- Conduct field visits to assess progress and challenges in eKavach implementation
- eKavach masters (location hierarchy) verification and updation at block level

Roles and responsibilities

- S/he will be part of the dedicated helpdesk and eKavach support team that will be established at the district level who will be responsible for troubleshooting emerging issues both online and offline.
- S/he will support in troubleshooting on application-related issues faced by end users (ASHAs, ANMs, ASHA Sanginis, CHOs).
- S/he will travel to the field for hands-on support to end users on reported issues.
- S/he will be responsible for escalating queries that are not solvable at the district level for resolution.
- S/he will support district and block level government functionaries in developing training microplans and updation of training tracker.
- S/he will support in rollout of capacity building for district and block level personnel and the end-users (ASHAs, ASHA Sanginis, ANMs, CHOs) using existing platforms like review meetings, cluster meetings, SC meetings among others.
- S/he will provide support to key district and block level government functionaries on the use of eKavach dashboard data.
- S/he will be responsible for updating the CMO, ACOMO and DPMU unit through DSCO and tracking the progress of the application rollout with the help of data available on the eKavach dashboard as feedback based on field visits.
- S/he will conduct supportive supervision visits (focusing on poor-performing areas) along with concerned NHM officials to assess the application's progress
- S/he will provide mentoring support to ASHAs and ANMs on eKavach, using the existing platforms like AAA meetings, cluster meetings, ANM weekly meetings and CiVHNDs. Based on these visits, the support team would provide feedback to the concerned UPTSU district lead.
- S/he will be update the line manager frequently on the status of the application.
- Any other work assigned by the line manager or organization from time to time

Qualification and experience

Required qualification: The candidate must hold a graduate degree in any field, preferably in social sciences, health related subjects.

Preferred qualification: Master's Degree/Diploma in social sciences, health related subjects.

Experience: Min 2 years' experience of working with government health systems. Candidates having prior knowledge or experience of health systems and RMNCH (Reproductive, Maternal, Newborn and Child Health) program may be given priority.

Competencies

- Basic Digital Literacy
- Knowledge of government data system
- Basic Knowledge of Maternal and Child Health & Immunization policies in India/UP preferably
- Communication and Soft Skills

Annexure II: Roles and responsibilities of State Officer

Job description

The selected block resource person is expected to provide intensive implementation support at block level, which includes, providing training and mentoring support for ABHA ID generation, enumeration improvement and rollout of RCH, HWC and other modules of eKavach application. They will also conduct field visits and support in eKavach progress review.

Key deliverables

- Support supervision of ekavach coordinators and Block Resource Person (BRP) on Conduct trainings for CHOs and/or ANMs for ABHA ID generation, enumeration improvement and rollout of RCH, NCD and other modules
- Provide handholding and mentoring support to CHOs, ANMs, ASHAs and ASHA Sanginis based on requirement
- Conduct field visits to assess progress and challenges in eKavach implementation
- eKavach masters (location hierarchy) verification and updation at block level including ASHA Sangini mapping to ASHA and SC.

Roles and responsibilities

- S/he will coordinate with Ekavach Coordinators and BRP at the district and block level to facilitate the implementation of the project work plan in line with the Goal and objectives of the FLW grant.
- S/he will extend support in rolling out development support of modules to enhance the ANM/FLW skills through digital/ existing training platforms;
- S/he will review the enumeration data; explore opportunities, and provide feedback to the district and state team and explore a possible solution to address the gaps.
- S/he will work closely with the Divisional M & E - NHM in developing a road map for implementation of the activities as per the nature of support committed to the
- SPMU at the state level.
- Interaction/coordinate with district and block level NHM staff to implement the FLW App.
- Gap analysis at Facility/community level which may have a direct impact on the implementation

Qualification and experience

Required qualification: The candidate must hold a postgraduate degree in any field, preferably in social sciences or health-related subjects.

Experience: 4 - 5 years' experience of working with government health systems. Candidates having prior knowledge or experience of health systems and RMNCH (Reproductive, Maternal, Newborn and Child Health) and digital program may be given priority.

Competencies

- Advance Digital Literacy
- Knowledge of government data system
- Basic Knowledge of Maternal and Child Health & Immunization policies in India/UP preferably
- Communication and Soft Skills

ANNEXURE III: TECHNICAL BID

SI No	Criteria	Details to be filled by the bidder	Pg. No. in Bid (to be filled by bidder)
1	Legal Entity	Copy of certificate of Incorporation	
		Copy of Registration certificate for GSTIN, EPF, ESIC, PAN, Labour certificates etc	
2	Blacklisting/ Non-conviction	Self-certificate letter undertaking to this effect on Company's letter head signed by Company's Authorized Signatory. Bidder must disclose any blacklisting and nature thereof and must provide black listing revocation letter (if applicable).	
3	Conflict of Interest	Duly signed undertaking from the Authorized representative of the Agency on the Agency's letter head signed by Company's Authorized Signatory.	
4	Presence in Uttar Pradesh	Proof of existence and presence in Uttar Pradesh, Contact Person & contact details. Documentary proof like ownership/ rent agreement etc. regarding existence of office	
5	Average Annual turnover during last three years ending 31-03-2024.	Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN Registration number clearly stating turnover of previous 3 FYs ending 31-03-2024.	
6	Past experiences	Details of Contracts relating to supplying of manpower in the last three years along with attested copies of the Work Order.	
7	Net Worth	Certificate from the Statutory Auditor / Chartered Accountant with valid UDIN Registration number clearly stating net-worth of previous 3 FYs ending 31-03-2024.	
8	Approach & Methodology write up	Should be attached along with the technical proposal in a different file	
9	Any other documents as stated in the RFP		

ANNEXURE IV: FINANCIAL BID

Service Charges	Service Charges quoted in % on remuneration
Financial Bid will be only Service Charges on the total remuneration/wages payable to the outsourced Human Resources.	(Indicate both in numerals with two decimal point/ and in words. If there is mismatch between numerals and words, the figure indicated in words will be taken as the correct)

Place:

Date:

Signature of the authorized person of bidder with seal