

Request for Empanelment (RFE) for  
Transaction Advisory/Consultancy  
Service for Uttar Pradesh Medical  
Supplies Corporation Limited (UPMSCL),  
Lucknow, UP

Bid Reference: UPMSCL/SR/TA/45

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Nagar Extension Lucknow (Uttar Pradesh)  
India - 226010

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## Abbreviations

Acronyms	Description
AMC	Annual maintenance charges
ANM	Auxiliary nurse midwife
ASHA	Accredited Social Health Activist
BA	Bid Agreement
CA	Contract Agreement
CHC	Community Health Care
CPHC	Comprehensive primary health care.
FRS	Functional Requirement Specifications
HFR	Health Family Register.
IHAT	India Health Action Trust
IHIP	Integrated Health Information Platform
MIS	Management Information System
NCD	Non-communicable diseases.
PHC	Primary Health Care
RFP	Request for Proposal
SC	Sub Centre
SRS	System /Software Requirement Specifications
TB	Tuberculosis.
TSU	Technical Support Unit.
UP-TSU	Uttar Pradesh-Technical Support Unit

# 1. Introduction

## Background

The “Uttar Pradesh Medical Supplies Corporation Limited” (herein after referred to as the “Nodal Authority”) through its Managing Director (MD UPMSCL) has decided to empanel Transaction Advisor(TA), for supporting Uttar Pradesh Medical Supplies Corporation Limited in identification and contracting of successful bidders for various projects Through Tender process. The Agency would be responsible for providing Transaction Advisory services for the projects defined in this document. In lieu of the same, the Nodal Authority has decided to carry out the bidding process for Empanelment of Transaction Advisors.

This Request for Empanelment (RFE) is for “Transaction Advisory Service for Conducting Tender process for selection of an Agency for various projects” for a period of 2 years (may be extended for another 3 months, on the basis of need of authority and performance of agency. Any such extension will be without any additional financial implications on the authority and on same terms & conditions as per this issued RFE) from the Effective Date or completion of assignment whichever is later as specified in this document.

## Brief Description of the bidding process

- a The Nodal Authority invites e-Bids from interested bidders for Empanelment of Transaction Advisor(s)/Consultant(s) which will support the Authority in all the activities related to preparing and publishing of an RFE and, selecting and on-boarding Private service provider(s), in accordance with the Terms of Reference and scope of work detailed in Schedule I.
- b The Nodal Authority has decided to follow an e-bidding process for selection of bidder(s). Bidder(s) shall be empanelled based on ‘Technical Proposal’ as set out in this document. All Bidders shall simultaneously submit their relevant qualification details for the purpose of meeting the minimum eligibility criteria as defined under clause 2.1.2  
Those Bidders who meet the minimum eligibility criteria defined under clause 2.1.2 whose e- Bids are found to be responsive as defined under clause 2.1.2 ‘Preparation and Submission of e-Bids’ and who score a minimum of 70 % marks in technical evaluation, based on the scoring criteria defined in clause 5, shall be empanelled as per the procedure mentioned in the RFE.
- c The e-Bid shall be valid for a period of not less than 180 (One Hundred & Eighty) days from the Bid due-date. Bidders are required to furnish all the information specified in this RFE.

### 1.1.4 RFE Document

The RFE document is available on the e-Tender Portal <http://etender.up.nic.in> and UPMSCL website <https://upmsc.in> Schedule of bidding process

The Nodal Authority would endeavor to adhere to the following schedule. However, the Nodal Authority may, in its own discretion, revise or extend any of the timelines set out in this schedule:

Sr. No.	Activity	Date and Time
1.	RFP No.	<b>UPMSCL/SR/TA/42</b>
2.	Commencement of Downloading of Tender Document	18.10.2023 From 5:00 PM from the website of <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
3.	Pre-Bid Meeting	28.10.2023 at 3:00 PM
4.	Last Date and Submission of Online Bids	10.11.2023 up to 03:00 PM
5.	Date, Time and Place of Opening of Technical Bids	10.11.2023 04:00 PM on the website <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
6.	Date of Completion of Examination of Technical Bid	To be declared on <a href="http://www.upmsc.in">www.upmsc.in</a> and <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
7.	Date and Time of Opening of Financial bid	To be declared on <a href="http://www.upmsc.in">www.upmsc.in</a> and <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
8.	Date of Completion of Examination of Financial Bid	To be declared on <a href="http://www.upmsc.in">www.upmsc.in</a> and <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
9.	Validity of Bid	180 days
10.	Address for Communication	Uttar Pradesh Medical Supplies Corporation Limited. SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010

### Pre-Bid visit

Prospective bidders may visit the contact person of the Nodal Authority to review the available documents and data at any time prior to the Bid due-date. The contact person for this purpose shall be:

Designation: GM-Equipment

Address: SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow – 226010.

Email: [services@upmsc.in](mailto:services@upmsc.in), [equipment@upmsc.in](mailto:equipment@upmsc.in)

### Pre-bid conference

1.5.1 A Pre-bid conference of the interested parties shall be convened at the designated date, time and place, as specified below:

Date: 28-10-2023

Time: 3:00 PM

Venue: 3<sup>rd</sup> Floor UPMSCL Office.

1.5.2 During the course of the pre-bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Nodal Authority. The Nodal Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

The Bidder is advised to procure and study the RFE document completely and submit the queries in writing or by fax or by email to the Nodal Authority.

**Queries/ Request for Additional Information: RFE for Empanelment for Transaction Advisory/Consultancy Service for Uttar Pradesh Medical Supplies Corporation Limited, Lucknow**

The Nodal Authority shall endeavor to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the Bid due-date. The Nodal Authority will post the reply to all such queries on the official website only.

1.5.3 The Nodal Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this context shall be construed as obliging the Nodal Authority to respond to any question or to provide any clarification.

## 2. INSTRUCTIONS TO BIDDERS

### General terms of Bidding

2.1.1 All Bidders are required to submit their e-Bid in accordance with the terms set forth in this RFE.

2.1.2 Notwithstanding anything to the contrary contained in this RFE, the detailed terms specified in the draft Project Agreement for an awarded Project shall have overriding effect provided that any conditions or obligations imposed on the Selected Agency hereunder shall continue to have effect in addition to its obligations under that Agreement.

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

### Scope of Work

As the chosen empanelled transaction advisor/ Consultancy firm, the agency will support the following indicative activities for every Project:

- 1. Project Structure Formulation**
  - a. Study of models in other states & possible alternatives & Structures
  - b. Basic Project Structure
  - c. Defining of roles and responsibility of each stakeholder
  - d. Defining project Milestones
  - e. Monitoring mechanism
  - f. Service Level Agreements
  - g. Key performance indicators
  - h. Stake holder consultation/Best practices analysis nationally and/or internationally
  - i. Risk Analysis and Mitigation Strategy
  - j. Financial Viability and Sensitivity Analysis
- 2. Preparation of Bid documents**
  - a. Organizing pre consultations/Industry consultation for preparation of bid document
  - b. Instruction to Bidders Document with requisite Annexures
  - c. Agreement/Concessionaire Agreement
  - d. Schedules as required.
- 3. Bid process**
  - a. Investors Outreach to maximize participation
  - b. Publication of Bid document
  - c. Conduct Pre- Bid Process
  - d. Queries management and corrigendum/fresh bid preparation
  - e. Final bid publication
  - f. Technical Bid Evaluation
  - g. Financial bid evaluation
  - h. Assistance in issuance of letter of award

- i. Review of SPV documents (if any)
- j. Assistance in finalizing the contract

#### **4. Indicative Team Structure**

- 4.1 At least 2 consultants must be nominated as Team Leaders for leading the projects under the purview of this empanelment (their participation in a project may be exclusive or inclusive of each other, but must mutually cover all the assigned projects).
- 4.2 Subsequent to empanelment, Agency(s) shall not be allowed to change the Team lead, however, in cases beyond the control of Agency(s), the Agency(s) with prior written consent of the authority may propose a new resource as Team Lead (different from the two profiles evaluated during the Empanelment process), the proposed profile must be eligible as per criteria defined in clause 2.1.2 and corresponding Technical Score of the new consultant (as per clause 5.1.2) must be greater than or equal to the Average Technical Score for the Team Leads at time of Bid Evaluation as part of empanelment. Self-attested assessment format is to be submitted for such change.
- 4.3 In case the added Team Leader does not score as mentioned in Clause 2.1.2, the Authority may request the Agency to replace the resource with a Team Lead qualified as per clause 2.1.2. Inability of the Agency to comply with such request may lead to rejection of bid, termination of empanelment and make it liable for penalty of sum equivalent to the Bid Security of the respective project(s), if any. The transaction advisor/consultant team should include experts who have knowledge and experience of health issues and working for the government health setup, financial management, PPP initiatives in health sectors preferably health and legal expertise in drawing up contract agreements. They should also have experience of advising national/ state governments.
- 4.4 The transaction advisor/consultant team should include experts who have knowledge and experience of health issues and working for the government health setup, financial management, PPP initiatives in health sectors preferably health and legal expertise in drawing up contract agreements. They should also have experience of advising national/ state governments.



## Eligibility Criteria

- a Interested bidders must carefully read the minimum criteria of eligibility provided herein. Bids of only those bidders who satisfy the eligibility criteria will be considered or technical evaluation.
- b To be eligible for evaluation of its Bid, the bidder shall fulfil the following:

S. No.	Technical Eligibility
1.	<p>Minimum of 3 years of experience in delivering Transaction Advisory/Consultancy services to government/semi-government entity/multi-lateral organizations /Private entities in Health Sector Projects.</p> <p><i>[Certificate of Incorporation, Copies of Articles of Association (in case of registered firms), Bye-laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) /summary for partnership should be submitted alongside.]</i></p>
2.	<p>Minimum Three Completed Transaction Advisory/Consultancy Assignments in health Sector granted by the government/semi-government entity/multi-lateral organizations/Private entities in Health Sector Projects. with project fee exceeding INR 20 lacs, in the past 5 years preceding bid due date.</p> <p><i>[Legible Work order with clear details of the scope of work along with a certificate from the statutory auditor/CA that ordinarily audits the annual accounts of the Bidder stating the value incurred from the project. In case work order does not mention the detailed scope of work, then a letter from the client clearly stating the scope of work shall also be submitted alongside. In addition, completion certificate Issued by the client must also be submitted along with relevant details]</i></p>
3.	<p>The bidder(s) should have a minimum of 100 (One hundred) full time consultants on its payroll at the time of Proposal submission i.e., on Proposal Due Date</p> <p><i>[Declaration by the Human Resource department of the Bidder on the letterhead of the Bidder duly signed by the Authorized signatory of the Bidder]</i></p>
4.	<p>The bidder's average annual turnover from consultancy/advisory services in India to should be INR10 crore or more in the last three years viz.2020-21, 2021-22 and 2022-23.</p> <p><i>[Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate duly certified by registered CA with UDIN number mentioned on it. The turnover certificate duly certified by registered CA should be submitted in support of consultancy/advisory services in Health Sector in India]</i></p>
5.	<p>Bidder shall have the following certifications:</p> <ol style="list-style-type: none"> <li>CMMI Level 3 or above</li> <li>ISO 9001:2015</li> <li>ISO/IEC 27001:2013</li> </ol>

6.	<p>Every Proposed Team Leader (2 TLs) must have:</p> <ul style="list-style-type: none"> <li>• Minimum 8 years of experience in Transaction Advisory / Consulting services.</li> <li>• Essential Qualification: B.E./B, Tech/MBA/ MHA/MPH or equivalent with experience in Consultancy/Transaction Advisory in Health sector</li> <li>• For every proposed Team Leaders, minimum of 2 completed Health Sector Transaction Advisory/Consultancy projects with government/semi-government entity/multi-lateral organizations /Private entities with project fee exceeding INR 20 Lacs each, in the past 5 years.</li> <li>• Proposed Team Leaders at least worked 6 months in payroll of the company/bidder.</li> </ul> <p>[Detailed Self-attested Resumes of the Proposed team leaders, endorsed by the bidder]</p>
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c In addition to the above eligibility criteria, following conditions shall also apply for qualification of bidders:

(a) The Bidder cannot be an individual or group of individuals. The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India for the last three years. The Bidder should not be a consortium of such entities. Certificate of Incorporation, Copies of Articles of Association (in case of registered firms), Bye-laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) /summary for partnership should be submitted.

(b) A Bidder shall not have a conflict of interest (the "Conflict of Interest") as defined in clause 2.4 that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified.

(c) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Nodal Authority in relation to any Project awarded under the purview of this empanelment is engaged by the Bidder in any manner for matters related to or incidental to the Project awarded under the purview of this empanelment. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated prior to the date of issue of the RFE for subsequent Projects under the purview of this empanelment.

(d) The agencies should have PAN, GST registration and registration under applicable laws and should submit copies of the same.

d The bidder should not have been barred or blacklisted by the Government of India, Government of Uttar Pradesh or Union Territory or any State Government in India for breach of Contractual Conditions as on bid submission date. Any entity which has been barred/blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Bid due-date, the entity would not be eligible to submit the Bid.

e Also, the bidder should not have been convicted for any criminal offence. Any Entity which has been convicted for any criminal offence shall not be eligible to submit the bid.

f Notwithstanding anything to the contrary contained herein, in the event that the Bid due-date falls within three months of the closing of the latest financial year of a Bidder, it shall provide provisional information and certification corresponding for such financial year for the purposes of its Bid and furnish all its information and certification with

reference to the 2 (two) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of this bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

#### **2.1.6.B Conflict of Interest**

2.1.6.B.1 A bidder shall not have a conflict of interest that may affect the selection process or the discharge of responsibilities as defined in Schedule 1. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Nodal Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed compensation and damages payable to the Nodal Authority for, inter alia, the time, cost and effort of the Nodal Authority including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to the Nodal Authority hereunder or otherwise.

2.1.6.B.2 The Nodal Authority requires that the Agency(s) provides professional, objective, and impartial advice and at all times hold the Nodal Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency(s) shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Nodal Authority.

2.1.6.B.3 A bidder shall be deemed to have a Conflict of Interest affecting the selection process, if:

- (a) the bidder and any other Bidder have common controlling shareholders or other ownership interest; or
- (b) A constituent of such Bidder is also a constituent of another Bidder; or
- (c) Such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or
- (d) Such Bidder has the same legal representative for purposes of this bid as any other Bidder; or
- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- (f) There is a conflict among this and other consulting assignments of the Bidder and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. In case a bidder is participating as a monitoring Agency in any of the Contracts under the purview of this RFE, such a Bidder is automatically ineligible for applying for this bid. In addition, while providing consultancy services to the Nodal Authority for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment;

#### **Number of e-Bids and costs thereof**

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

#### **Verification of Information**

- i The Bidders are encouraged to submit their respective e-Bids.
- j The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the e-bid to comply with the requirements of RFE will be at the Bidders' own risk and make the bid non-responsive.

#### **Acknowledgement by Bidder**

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

#### **Right to accept or reject any or all bids**

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

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

### **Contents of the RFE**

- r This RFE comprises the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.10:

#### **Request for Empanelment**

1. Introduction
2. Instructions to Bidders
3. Preparation and Submission of e-Bid
4. Evaluation Process
5. Criteria for Evaluation
6. Empanelment of Agency(s)
7. Fraud and corrupt practices
8. Termination
9. Miscellaneous
10. Dispute Resolution

### **Schedules**

1. Terms of Reference

### **Appendices**

#### **Appendix – I: Technical Bid for Empanelment**

Form 1: Cover Letter of Bid

Form : Particulars of the Bidder

Form 3: Power of Attorney

Form 4: Format for Bid Security

Form 5:[Intentionally Left Blank]

Form 6: Eligible Assignments of the Bidder

Form7:Format for CV of Proposed Team Leads

Form 8: Annual Turnover of the Bidder

Form 9: Declaration by the Bidder

## **Amendment of RFE**

2.10.1 At any time prior to the deadline for submission of e-bid, the Nodal Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFE document by the issuance of Addendum/Amendment and posting/uploading it on the e-Tender portal <http://etender.up.nic.in> through a corrigendum. The relevant clauses of the RFE document shall be treated as amended accordingly, in terms of corrigendum(s).

2.10.2 It shall be the sole responsibility of the prospective Bidders to check the e-Tender portal <http://etender.up.nic.in> and [www.upmsc.in](http://www.upmsc.in) from time to time for any amendment in the RFE document. In case of failure to get the amendments, if any, the Nodal Authority shall not be responsible for any negligence on part of the Bidder.

2.10.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Nodal Authority may, in its sole discretion, extend the Bid due- date. Such extensions shall be posted/ uploaded on the e-Tender portal <http://etender.up.nic.in>.

### **3. PREPARATION AND SUBMISSION OF e-BIDS**

#### **Documents constituting the e-Bid**

3.1.1. The RFE document is available on the e-Tender portal. Bidders are expected to view and download the RFE document, submit their e-Bids online as per the formats prescribed in the RFE document and up to the Bid due-date and time specified in the document.

The e-Bids prepared by the Bidder shall comprise of the Technical Bid (Appendix I, Forms 1 to 9).

The e-Bid with all accompanying documents and all communications in relation to or concerning the selection process shall be in English language and strictly on the forms provided in this RFE. No supporting document or printed literature shall be submitted with the e-Bid unless specifically asked for.

#### **Format and submission of e-Bid**

3.2.1 Bidders are expected to examine all instructions, forms, terms and conditions, requirements and qualifications in the e-Tender documents. Failure to furnish all the information required or submission of an e-Bid not responsive to the RFE document in every respect will be at the Bidder's risk and may result in the rejection of e-bid.

3.2.2 The Bidder shall submit its e-bid documents on the e-Tender portal. The Technical Bid shall be submitted in the format specified in Appendix-I.

3.2.3 The authorized signatory of the Bidder (who shall sign the e-bid) shall sign all the pages/documents of the e-bid before converting them into PDF and uploading them as bidding documents.

3.2.4 The e-bid submission module of e-Tender portal <http://etender.up.nic.in> enables the Bidders to submit their e-bid online against the e-Tender published by the Nodal Authority. Bids can be submitted only from the Bid submission start date and time till the Bid-due date and time specified in the e-bid. Bidders must start the e-bid submission process well in advance so that they can submit their e-bid in time.

3.2.5 The Bidders should submit their Bids considering the server time displayed in the e-Tender portal. This server time is the time by which the bid submission activity will be allowed till Bid due-date indicated in the e-Tender schedule. Once the Bid due-date and time is over, Bidders will not be able to submit their e-Bids. Bidders shall be solely responsible for delays in submission of e-Bids due to any reasons.

3.2.6 Bidders must follow all the instructions laid out below for submission of their e-Bids:

(a) For participating in e-Tender through an e-bidding system, it is necessary for Bidders to be registered users of the e-Tender portal. Bidders can register themselves by depositing a fee of INR 6000/- (Rupees Six thousand only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/ assistance on e-Tender portal.

(b) In addition to the normal registration, a Bidder has to register with their Digital Signature Certificate (DSC) in the e-bidding system and subsequently they will be allowed to carry out e-bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register the DSC, Bidders should first log in to the e-bidding system using the User Login option on the home page with the registered login id and password mentioned in 3.2.5(a).

(c) For successful registration of DSC Bidders must ensure that they possess Class 2/ Class

3 DSC issued by any certifying authority approved by Controller of Certifying Authorities, Government of India. Bidders may also apply to office of U.P. Electronics Corporation Limited (UPLC), by downloading the prescribed form from their website ([www.uplc.in](http://www.uplc.in)) along with a payment INR 1500 (Rupees One thousand five hundred only). Bidders are also advised to register their DSC on the e-Tender portal before the Bid due-date to avoid any issues at the time of submission of e-Bids. The Nodal Authority will not be held responsible for any delays on account of DSC registration or any such technical problems encountered at the time of e-bid submission.

(d) Bidders can search for active e-Tenders through "Search Active Bids" link, select a tender of interest and move it to 'My Bids' folder using the options available in the e- Bid Submission menu. After selecting and viewing the tender, for which the Bidder intends to e-bid from "My Bids" folder, the Bidder can place their e-bid by clicking "Pay Offline" option available at the end of the view Bidder Details form. Before submission of e-bid, the Bidder should have downloaded the RFE document and studied it carefully. The Bidder should keep all the documents ready as per the requirements of e-bid document in pdf format. After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. After entering and saving processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents as part of Technical Bid. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should match with the details available in the scanned copy and the data entered during e-bid submission time. Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should

click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.

(e) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and are encrypted/ locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

(f) After successful submission of e-Bids, a page giving the summary of e-bid submission will be displayed confirming end of e-bid submission process. The Bidder can take a print of the Bid summary as an acknowledgement for future reference.

3.2.7 The bid security (as specified in clause 3.5) along with the document fee for the RFE shall be submitted in an envelope marked- "RFE for Empanelment for Transaction Advisory/Consultancy Service for State Innovations in Family Planning Services Project Agency, Lucknow --Bid security and Document fee".

The envelope shall be mailed at the address specified in clause 1.5. Scanned copies of these documents shall be uploaded as part of the e-bid.



The envelope shall also clearly indicate the name and address of the Bidder, along with phone number and email address of key point of contact. The envelope should also mention the e-bid Reference number and Bid due-date.

3.2.8. The Bidder shall be responsible for accuracy and correctness of its e-bid as per the RFE document version uploaded by the Nodal Authority and shall ensure that there are no changes caused in the content of the downloaded document.

3.2.9. Except as specifically provided in this RFE, no supplementary material will be entertained by the Nodal Authority, and that evaluation will be carried out only on the basis of e-bid documents received by the closing time of Bid due-date, in line with provisions of Clause

3.7. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

3.2.10. The completed e-bid documents must be delivered on or before the specified time on Bid due-date. Bids submitted by fax, telex, telegram or e-mail shall not be entertained.

3.2.11. [Intentionally Left Blank]

3.2.12. The Nodal Authority may, in its sole discretion, extend the Bid due-date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

## **Technical Bid**

3.3.1. Bidders shall submit the Technical bid details in the formats specified in Appendix-I (the "Technical Eligibility").

3.3.2. Bidder shall furnish as part of Technical Bid, documents establishing its technical qualification as specified in Appendix I, to be eligible for the Agency. The Bidder should submit all documentary evidence in an electronic pdf format in support of the information furnished.

3.3.3. It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e- bid portal.

3.3.4. While submitting the documents for Technical Bid, the Bidder shall, in particular, ensure that:

- (a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (c) CVs of all proposed resources have been included;
- (d) Resources have been proposed only if they meet the eligibility criteria laid down in sub- clause 2.3 of the RFE, and additionally clause 2.3.2 for Team Leaders;
- (e) The CVs have been recently signed and dated, by the respective resource and countersigned by the Bidder. Unsigned / countersigned CVs shall be rejected;
- (f) The CVs shall contain an undertaking from the respective resource about his/her availability for the duration specified in the RFE;
- (g) Resources and Agency(s) Team have good working knowledge of English language;
- (h) Agency(s) Team would be available for the period indicated in the RFE for subsequent projects;
- (i) The Bid is responsive in terms of Clause 4.1.3.

Failure to comply with the requirements spelt out in this Clause 3.3 shall make the Bid liable to be rejected.

3.3.5. If an individual resource makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Nodal Authority for a period of 3 (three) years. The award of the Project to the Bidder may also be liable to cancellation in such an event.

**[Intentionally Left Blank]**

**Bid security: NIL**

## **3.6 Modification/ substitution/ withdrawal of bids**

3.6.1 The Bidder may modify, substitute, or withdraw its bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Nodal Authority prior to the Bid due-date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid due-date.

3.6.2 Any alteration / modification in the bid or additional information or material supplied subsequent to the Bid due-date, unless the same has been expressly sought for by the Nodal Authority, shall be disregarded.

### **Performance Security for Projects**

3.8.1 Performance Guarantee for subsequent Projects submitted by the Selected Agency in the form of bank guarantee from a nationalized/scheduled bank payable at Lucknow for every project awarded to the Agency(s), if any, during the contract period will indicatively be 10% of the project cost, if not mentioned in the RFE for the project. The validity of the Performance Security will indicatively be 45 days post the expiration of the RFE for the Project(s), if any, if not mentioned in the RFE of the Project(s).

3.8.2 [intentionally Left Blank]

3.8.3 The Bidder, by submitting its bid pursuant to subsequent RFEs, shall be deemed to have acknowledged that the following will constitute as events of Defaults:

- (a) If an Agency engages in any of the Prohibited Practices specified in Clause 7.1 of this RFE;
- (b) If the Agency is found to have a Conflict of Interest as specified in Clause 2.4; and
- (c) If selected Agency commits a breach of the Agreement.

3.8.4 Upon occurrence of a Default as provided in clause 3.8.3, the Nodal Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the Performance Security in whole. Upon such encashment and appropriation from the Performance Security, the Selected Agency shall, within 30 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 Nodal Authority, provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Empanelment.

3.8.5 For violations and defaults committed by the Agency while not actively being involved in the Bidding process for any Project, or while not actively being awarded any Project, i.e. while not have actively submitted any Bid Security, the Nodal Authority may terminate the empanelment or blacklist the Agency. For the purpose of monetary penalty, notice will be sent to Bidders for the payment of the penalty independent of whether the Agency will be blacklisted or if empanelment will be terminated.

## 4. EVALUATION PROCESS

### Evaluation of Bids

- 4.1.1. The Nodal Authority or its representatives shall evaluate the e-Bids received from various Bidders. On receipt of e-bids in the e-Tender portal by the Bid due-date and time, the Technical bid shall be opened at the place specified in Clause 1.1.4 and in the presence of the Bidders who choose to attend.
- 4.1.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 3.6 shall not be opened.
- 4.1.3. Prior to evaluation of Bids, the Nodal Authority or its representatives will determine whether each Bid is responsive to the requirements of the RFE. A Bid shall be considered responsive only if:
  - (a) The Technical Bid is received in the form specified at Appendix-I;
  - (b) It is accompanied by the Power of Attorney as specified in Form 3;
  - (c) It contains all the information (complete in all respects) as requested in the RFE;
  - (d) Recently signed CV so all proposed eligible resources have been included.
  - (e) It does not contain any condition or qualification; and
  - (f) It is not non-responsive in terms here of.
- 4.1.1. The Nodal Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Nodal Authority in respect of such bids.
- 4.1.2. The Bidder's names and other details will be announced at the opening of the e-Bids at the discretion of the Nodal Authority. The names of such Bidders not meeting the qualification requirements shall be notified subsequently.
- 4.1.3. [Intentionally Left Blank]
- 4.1.4. Bidders are advised that the selection shall be entirely at the discretion of the Nodal Authority.
- 4.1.5. Bidders shall be deemed to have understood and agreed that the Nodal Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection of Bidders.
- 4.1.6. [Intentionally Left Blank]
- 4.1.7. Bidders are advised that the selection shall be entirely at the discretion of the Nodal Authority.
- 4.1.8. Bidders shall be deemed to have understood and agreed that the Nodal Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection of Bidders.
- 4.1.9. [Intentionally Left Blank]

### Confidentiality

- a Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Nodal Authority in relation to matters arising out of or concerning the process of selection. The Nodal Authority shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Nodal Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce

or assert any right or privilege of the statutory entity and/or the Nodal Authority or as may be required by law or in connection with any legal process.

**Clarifications**

- b To facilitate evaluation of Bids, the Nodal Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Nodal Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- c If a Bidder does not provide clarifications sought above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Nodal Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Nodal Authority.

## 5. CRITERIA FOR EVALUATION

### Evaluation of Technical Bid

5.1.1 The Technical Bid will be evaluated on the basis of Bidder's experience; the experience of proposed team members and annual turnover of the bidder.

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

### Evaluation of Technical Bid

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

Evaluation Criteria	Max Points	Further Break-up
Average annual turnover of the firm for the last three financial years ending 31-03-2023 in consulting services in India, for government/semi-government entity/multi-lateral organizations/Private entities in Health Sector Projects.	20	Average annual turnover (INR) of 3 years :  10 Crore - < 30 Crore - 5 points 30 Crore - < 60 Crore – 10 points 60 Crore - < 90 Crore – 15 points 90 Crore & above – 20 points
Experience of Providing Transaction Advisory/Consultancy Services in health sector with government	5	Three-year experience- 2 Points Four-year experience- 3 points Five-year or more experience- 5 Points (Experience would be counted from Project duration)
Completed / on going projects in last five financial years ending 31-03-2023 in Health Sector Transaction Advisory/Consultancy projects with government/semi-government entity/multi-lateral organizations /Private entities in Health Sector Projects having <b>project fees min. 20 lakhs or above</b> per project	20 + 10	No. of Eligible Transaction Advisory /Consulting projects undertaken for health care Sector in last 5 financial years ( <b>Max 20 Marks</b> )  <ul style="list-style-type: none"> <li>6 or more projects = 20 marks</li> <li>5 projects = 15 marks</li> <li>4 projects = 10 marks</li> <li>3 projects = 5 marks</li> </ul>

			Additional, 2.5marks would be awarded to each project based in UP <b>(Max 10 marks)</b>
4	<p>The bidder(s) should have a minimum of 100 (One hundred) full time consultants on its payroll at the time of Proposal submission i.e., on Proposal Due Date</p> <p>[Declaration by the Human Resource department of the Bidder on the letterhead of the Bidder duly signed by the Authorized signatory of the Bidder]</p>	15	<p>100 -&lt; 200 Full time consultants - 5.0 points</p> <p>200 - &lt;500 Full time consultants –10 points</p> <p>500 &lt; 1000 Full time consultants – 15 points</p>
5	<p>CV/Qualifications of Two consultants proposed for the Team Leader (TL) position (At least worked 6 months in payroll of the company), at least one of whom must be part of the teams for the projects assigned under the purview of empanelment (their participation may be exclusive or inclusive of each other, but must mutually cover all the assigned projects):</p> <p>Qualifications of consultant proposed for the Team Leader (TL) position for the project:</p> <ul style="list-style-type: none"> <li>• Minimum 8 years of experience in Transaction Advisory / Consulting services.</li> <li>• Essential Qualification: B.E./B.Tech/MBA/MHA/MPH or equivalent</li> </ul>	30	<p>Following criteria to be used for evaluating each TL:</p> <p>Qualification <b>(Max 3 pts)</b></p> <ul style="list-style-type: none"> <li>• PG degree – 3 pts</li> <li>• UG degree – 2 Pt</li> </ul> <p>Professional Experience <b>(Max 4 pts)</b></p> <ul style="list-style-type: none"> <li>• Experience</li> </ul> <p>8 to 10 yrs – 2 pts</p> <p>Above 10 yrs – 4 pts</p> <ul style="list-style-type: none"> <li>• Team management experience – 2 pts <b>(Max. 2 pts)</b></li> <li>• Prior experience in completed projects – 1 pts each <b>(Max 4 Pts)</b></li> <li>• Regional experience means experience of working in India <b>(Max 1 point)</b></li> <li>• Previous experience in UP – <b>(Max 1 point)</b></li> </ul>

## 5.1 Short-listing of Bidders

5.2.1 Only those Bidders whose Technical Bid Score is 70 points or more (out of a total of 100) shall be considered as qualified. All the Bidders mentioned as aforesaid shall be ranked as per score achieved by them, from highest to the lowest technical score.

## **6. EMPANELMENT OF AGENCY(S)**

### **6.1 Empanelment of Agency(s)**

After selection, a Letter of Empanelment (the “LOE”) shall be issued, in duplicate, by the Nodal Authority to the Agency(s) and the Agency(s) shall, within 7 (seven) days of the receipt of the LOE, sign and return the duplicate copy of the LOE in acknowledgement thereof. In the event the duplicate copy of the LOE duly signed by the Agency(s) is not received by the stipulated date, the Nodal Authority may, unless it consents to extension of time for submission thereof, cancel the LOE

### **6.2 Proprietary data**

Subject to the provisions of Clause 4.2, all documents and other information provided by the Nodal Authority or submitted by a Bidder to the Nodal Authority shall remain or become the property of the Nodal Authority. Bidders are to treat all information regarding Projects as strictly confidential. The Nodal Authority will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to the Nodal Authority in relation to the bid shall be the property of the Nodal Authority.

### **6.3 Extension of Empanelment**

On expiry of the Empanelment period, the Authority at its discretion may choose to extend the empanelment period on terms and conditions for the period not exceeding the year from the date of expiry. In order to be eligible for consideration, the Agency(s) must have not incurred a cumulative penalty exceeding 50% of the total performance guarantee for the projects awarded to the agency (s) within the term of Empanelment.



## 7. FRAUD AND CORRUPT PRACTICES

- 7.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFE, the Nodal Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the Nodal Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine compensation and damages payable to the Nodal Authority for, *inter alia*, time, cost and effort of the Nodal Authority, in regard to the RFE, including consideration and evaluation of such Bidder's bid.
  
- 7.2. Without prejudice to the rights of the Nodal Authority under Clause 7.1 hereinabove and the rights and remedies which the Nodal Authority may have under the LOE, if a Bidder is found by the Nodal Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOE, such Bidder shall not be eligible to participate in any tender or RFE issued by the Nodal Authority during a period of 2 (two) years from the date such Bidder is found by the Nodal Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
  
- 7.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Nodal Authority who is or has been associated in any manner, directly or indirectly with the selection process or the LOE or has dealt with matters concerning the Empanelment arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Nodal Authority, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOE, as the case may be, any person in respect of any matter relating to the Project or the LOE, who at any time has been or is a legal, financial or technical consultant/ adviser of

the Nodal Authority in relation to any matter concerning the Project;

- (b) ““fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Nodal Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
- (e) “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.

## **8. TERMINATION**

8.1 Save as otherwise provided in this RFE, in the event that any of the defaults specified below shall have occurred, the Agency shall be deemed to be in default of the Empanelment, unless the default has occurred solely as a result of any breach of this RFE by the Authority or due to a Force Majeure Event. The defaults referred to herein shall include:

- (a) the Agency being in material breach of its obligations and / or scope of work as laid down in this RFE;
- (b) the Agency abandons or manifests intention to abandon the Empanelment without the prior written consent of the Authority;
- (c) the Agency repudiates this RFE or otherwise takes any action or evidences or conveys an intention not to be bound by the LOE;
- (h) the Agency being adjudged bankrupt or insolvent;
- (i) the Agency being, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (m) the Agency fails to ensure data confidentiality as per the Applicable Laws;
- (n) the Agency fails to fulfil any obligation and for such specific failure, Termination has been specified in this RFE;

## **9. MISCELLANEOUS**

- 9.1** The selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the selection process.
- 9.2** The Nodal Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a suspend and/or cancel the selection process and/or amend and/or supplement the selection process or modify the dates or other terms and conditions relating thereto;
  - b consult with any Bidder in order to receive clarification or further information;
  - c retain any information and/or evidence submitted to the Nodal Authority by, on behalf of and/or in relation to any Bidder; and/or
  - d independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 9.3** It shall be deemed that by submitting the bid, the Bidder agrees and releases the Nodal Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 9.4** All documents and other information supplied by the Nodal Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Nodal Authority. The Nodal Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 9.5** The Nodal Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 9.6** The liability of the Bidder under Projects shall be limited to value of the contract signed (to the extent of payment made to the Bidder) with the Bidder for this project work for direct loss.
- 9.7** The Bidder shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Empanelment or otherwise relating to the services, whether or not the likelihood of such loss or damage was contemplated.
- 9.8** The Bidder shall also not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Empanelment or otherwise relating to the services under the Empanelment. However, this limitation shall not apply to losses or damages caused by the Bidder's fraud or to the extent prohibited by applicable law or professional obligations.
- 9.9** The Empanelment shall be valid for a period of 2 (Two) years, renewable on expiration, subject to meeting the terms defined in clause 6.3; post which it may be extended on the basis of agreed terms and conditions and performance of the Agency(s).

## 10. DISPUTE RESOLUTION

### a.1 Amicable Resolution:

- a Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompleteness of the Project, between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause below.
- b In the event of any dispute between the Parties, either Party may call upon the Principal Secretary, Health of the State of Uttar Pradesh to mediate and assist the Parties in arriving at an amicable settlement thereof. The Principal Secretary, of Health shall meet with the Agency not later than 15 (fifteen) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
- c If 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

### a.2 Arbitration:

- a Any Dispute, which is not resolved amicably as provided in sub-clause 10.1 of this Clause 10 shall be finally decided by reference to arbitration by an arbitral tribunal of three arbitrators - one each to be appointed by the Nodal Authority and the Agency and the two arbitrators so appointed to appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- b The arbitrators shall issue a reasoned award.
- c The venue of such arbitration shall be in Lucknow, Uttar Pradesh.
- d 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.
- e The Parties agree that an Award may be enforced against the Agency and/or Nodal Authority, as the case may be and their respective assets wherever situated.
- f This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

## Schedules

### SCHEDULE – 1 Terms of Reference – Scope of Work

#### 1. Objective

The Nodal Authority has decided to Empanel Transaction Advisor(s) for Various Projects in UPMSCL for Uttar Pradesh

The Agency(s) would be responsible for providing Transaction Advisory/Consultancy services on project among the empaneled advisor(s) in accordance with the Terms of Reference and scope of work detailed in Schedule I.

The Terms of Reference (the “TOR”) and scope of work for this assignment are specified below.

#### 2. Scope

As the chosen empanelled transaction advisor/ Consultancy firm, the agency will support the following indicative activities for every Project:

1. Project Structure Formulation
  - a. Study of models in other states & possible alternatives & Structures
  - b. Basic Project Structure
  - c. Defining of roles and responsibility of each stakeholder
  - d. Defining project Milestones
  - e. Monitoring mechanism
  - f. Service Level Agreements
  - g. Key performance indicators
  - h. Stakeholder consultation/Best practices analysis nationally and/or internationally
  - i. Risk Analysis and Mitigation Strategy
  - j. Financial Viability and Sensitivity Analysis
2. Preparation of Bid documents
  - a. Organizing pre consultations/Industry consultation for preparation of bid document
  - b. Instruction to Bidders Document with requisite Annexures
  - c. Agreement/Concessionaire Agreement
  - d. Schedules as required.

#### 3. Bid process

- a. Investors Outreach to maximize participation
- b. Publication of Bid document
- c. Conduct Pre- Bid Process
- d. Queries management and corrigendum/fresh bid preparation
- e. Final bid publication
- f. Technical Bid Evaluation
- g. Financial bid evaluation
- h. Assistance in issuance of letter of award
- i. Review of SPV documents (if any)
- j. Assistance in finalizing the contract

### 3. Indicative Deliverables and Timelines

For every Project requirement, RFE would be shared with all the empaneled agencies by the Authority. Agency(s) would be required to respond within 1 (one) week for any queries. Authority may at its discretion change these timelines and all such changes would be communicated in the RFE.

Post Query-resolution, revised RFE would be shared by Authority and interested Agency(s) would be required to submit the Proposals as requested in the RFE within 10 (ten) days or as communicated by Authority.

For every Project, the following are the tentative timelines which may be changed as per the Authority's discretion in the particular RFE:

#	Name	Timeline(in Weeks) <sup>5</sup>
1	Finalization of project structure by Authority	T+2
2	Submission of Draft RFE	T+4
3	RFE re-submission after approval from the Authority	T+6
4	Publication of RFE by Authority (before pre-bid)	T+7
5	Publication of RFE post pre-bid	T+11
6	Submission of Response from bidders	T+14
7	Selection of developer/Private Service Provider and Letter of award	T+17
8	Submission of draft Contract for selected bidder	T+20

\$-Excludes time taken by the authority in the approval process.

### 3. Payment Terms

**Total Project fee:** Project Fee would be the Fee quote mentioned in the Financial Proposal of the successful bidder of the circulated RFP for a Project. Out-of-pocket expenditures (OPEs), if any, MUST be included in the submitted financial proposal for the Project.

Note: No separate OPEs will be paid/reimbursed by the Authority

For payment of the Project Fee, the following are tentative Payment Milestones and may be changed as per the Authority's discretion in the particular RFP:

#	Payment Milestone	% Payment
1	Publication of eRFP by Authority(before pre-bid)	10%
2	Publication of final eRFP by Authority (post pre-bid)	20%
3	Submission and final acceptance of Technical Evaluation Report	30%
4	Selection of developer/Private Service Provider and Letter of award	20%
5	Submission and acceptance of final Draft Contract Agreement for the final selected Bidder	20%

**\*Guidelines on Payment**

Invoices for payment for each milestone to be submitted within 10 days of Milestone achievement. Invoice to be accompanied with an undertaking of completed activities corresponding to the milestone

**4. Penalty matrix**

Penalty may be levied as per following:

S.No	Incident	Description	Penalty
1	Change of selected resources as part of EOIs issued based on this empanelment	Any change of resource within four (4) months from the deployment date	0.5% of the work order value per event shall be deducted from the payment
2	Delay in deployment of resource	Any delay in deployment of the resource against the resource deployment plan mentioned in EOI's issued based on this empanelment	1.0% of the work order value per week shall be deducted from the payment
3	Others Penalty	As per EOI issued based on this Empanelment	Maximum 10% of work order value



# Appendices

**APPENDIX I**  
**TECHNICAL BID FOR EMPANELMENT**

**Form-1**

**Cover Letter of Bid**  
**(On Bidder's letter head)**

(Date and Reference)

To,  
Managing Director,  
Uttar Pradesh Medical Supplies Corporation Limited  
SUDA Bhavan, 7/23, Sector -7,  
Gomti Nagar Extension,  
Lucknow (Uttar Pradesh) India – 226010

Sub: Transaction Advisory/Consultancy Service for Uttar Pradesh Medical Supplies Corporation Limited, Lucknow.

Dear Sir,

1. With reference to your RFE Document dated , I having examined all relevant documents and understood their contents, hereby submit our Bid for selection as Transaction Advisor for UPMSCL. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Nodal Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder, and we certify that all information provided in the Bid and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Empanelment.
4. I/We shall make available to the Nodal Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Nodal Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by a judicial pronouncement or arbitration award against the Bidder.
7. I/We declare that:

- (a) I/We have examined and have no reservations to the RFE Documents, including any Addendum issued by the Nodal Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.1.6.B of the RFE Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.1.6.B of the RFE document, in respect of any tender or request for proposal issued by or any agreement entered into with the Nodal Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 7 of the RFE, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Agency, without incurring any liability to the Bidders in accordance with Clauses of the RFE document.
9. I/We declare that we are not a member or associate or entity of any other Bidder applying for selection as the Agency.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been convicted by any agency of the Government or by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Nodal Authority [and/ or the Government of India] in connection with the selection of Agency(s) or in connection with the selection process itself in respect of the above-mentioned empanelment.
13. I/We agree and understand that the proposal is subject to the provisions of the RFE document. In no case, shall I/we have any claim or right of whatsoever nature if I/we or not empaneled or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid due-date specified in the RFE.
15. A Power of Attorney in favor of the authorized signatory to sign and submit this Bid and documents is attached herewith.
16. In the event of my/our firm being selected as the Agency(s), I/we agree and undertake to provide the services in accordance with the provisions of the RFE.
17. I/We have studied the RFE and all other documents carefully. We understand that except to the extent as expressly set forth in this document, we shall have no claim, right or title arising out of any documents or information provided to us by the Nodal Authority or in

respect of any matter arising out of or concerning or relating to the selection process including the award of the project.

19. The Technical Bid shall constitute the e-Bid which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the RFE Document.

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

Yours faithfully,

(Signature, name and designation of the authorized  
signatory)

(Name and seal of the Bidder)

## Form-2

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### Particulars of Bidder

S.No.	Particulars	Details
1.	Name and registered address of the Bidder	
2.	Legal status (e.g. sole proprietorship or partnership)	
3.	Year of incorporation	
4.	Details of company registration	
5.	Name, designation, address, phone number and email id of authorized signatory/ contact person	

### Form-3

#### Power of Attorney

(If applicable)

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....son/daughter/wife and presently residing at , who is presently employed with/ retained by us and holding the position of as our true and lawful attorney(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as the Request for Empanelment (RFE) for 'Empanelment for Transaction Advisory/Consultancy Service for Uttar Pradesh Medical Supplies Corporation Limited, Lucknow including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Nodal Authority, representing us in all matters before the Nodal Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Nodal Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into Empanelment with the Nodal Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in the exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in the exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE-NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF.....20\*\*

For.....

(Signature, name, designation and address)

Witnesses:

1

2

Notarized      Accepted

.....

(Signature, name, designation and address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

**Form 4**

**Format for Bid Security (Bank Guarantee)**

**[Intentionally Left Blank]**



**Form 5**

**[Intentionally Left Blank]**

**Form 6****Eligible Assignments of Bidder****(Refer Clause 5.1.1)**

<b>Name of Assignment</b>	
Name of Client	
Location of the assignment	
Brief description of the assignment including: - Scope of work - Project deliverables	
Total cost of the project handled (INR)	
Total project fee received (INR)	
Duration of assignment (Start date- End date)	
Number of staff employed on the assignment	
Category/ Categories of Project and associated details (As per clause 5.1.2 of the ITB)	

**Notes:**

1. The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

2. Exchange rate as per date of publication of RFE

3. In addition to details of eligible assignments, a certificate from statutory auditors stating the revenue received from each eligible assignment must be attached along with this form for each assignment.

4. In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Name and seal of the audit firm:

Name of Member:

Membership No.:

Firm No.:

UDIN No.:

### **Certificate from the Statutory Auditor**

This is to certify that the professional fee of INR\_\_\_\_\_ (*amount in words*) mentioned above for assignment (*name of assignment*) is correct as per the accounts of the Bidder.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

**Form 7****Format for CV of resources –Proposed Team Leaders**

1. Proposed Position		
2. Full Name of the resource proposed		
3. Date of Birth		
4. Nationality		
5. Education	Qualification	
	University/Institution	
	Year of award	
6. Certifications, if available	Certification	
	Awarded by	
	Year of award	
7. Total number of years of Work Experience		
8. Countries of Work Experience		
9. Employment record	Employer	
	Position held From Year – To Year	
	<i>(Add more tables, if necessary)</i>	
10. Total Number of projects / programs handled that best illustrate the capability to handle assigned tasks as per the scope of the RFE		
Project Experience	Name of the project	
	Brief description of the project	
	Client/Project awarding agency	
	Duration and years of project	

	Location of project (country/state/location)	
	Role performed by the resource	
	Category/ Categories of Project and associated details (As per clause 5.1.2 of the ITB)	
	Description of activities carried by the resource	
	<i>(Add more tables, if necessary)</i>	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief that,

- i. This CV correctly describes my qualifications and my experience.
- ii. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.
- iii. I certify that I have been informed by the firm that it is including my CV in the Bid for the 'Empanelment for Transaction Advisory/Consultancy Service for State Innovations in Family Planning Services Project Agency, Lucknow'. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the consulting arrangements and schedule set out in the Bid.

[Signature of staff member]

Full name

Date:

**Form 8**

**Annual Turnover of the Bidder**

S.No.	Financial Year	Annual Turnover from Consultancy/Advisory(INR)
1.	2020-21	
2.	2021-22	
3.	2022-23	

**Note:**

- Certificate from statutory auditor or chartered accountant (whichever applicable) should state the yearly revenue from Indian operations as well as the net worth of the organization.

Name and seal of the audit firm:

Name of Member:

Membership No.:

Firm No.:

UDIN No.:

## Form 9

### Declaration by the Bidder

1. *I, the undersigned, do hereby certify that all the statements made in our bid are true and correct.*
2. *The undersigned hereby certifies that neither our (Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India) M/s nor any of its Directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government or Government of India during last three years prior to the date of this Bid.*
3. *The undersigned also hereby certifies that neither our (Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India) M/s nor any of its Directors / President / Chairperson / Trustee have been debarred / blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.*
4. *The undersigned further certifies that*
  - a. *Our (Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India) M/s has not been criminally indicted or punished for any offence, nor is/are any criminal case(s) pending before any Competent Court; and/or*
  - b. *The Directors / President / Chairperson / Trustee of our (Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India) M/s criminally indicted or convicted of any offence nor is/are any criminal case(s) or pending before any Competent Court.*
  - c. *We have not been found guilty and are not found to be involved in any pending /ongoing CBI or Criminal litigation. In case of any pending /ongoing litigation(s) of the aforementioned nature, involving our (Please mention: OPC / Company / Society / Trust / LLP / Partnership or Any Institution formed under an act of Parliament or State / UT Legislature of India), we agree to declare the same.*
5. *The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by the Managing Director, UPMSCL to verify this statement or regarding my (our) competence and general reputation.*
6. *The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Managing Director, UPMSCL, Lucknow*

*(Signature of the Authorized Signatory)*

*(Name and Designation of Authorized Signatory)*