



**GOVERNMENT OF WEST BENGAL
HEALTH & FAMILY WELFARE DEPARTMENT
NATIONAL HEALTH MISSION (NHM)
GN -29, 4th FLOOR, Swasthya Sathi,
SWASTHYA BHAWAN PREMISES, SECTOR –V
SALT LAKE, BIDHANNAGAR, KOLKATA – 700 091**

Bid Reference No.: HFW-27011/457/2022-NHM SEC / 5051 /2022 Date: 11/11 /2022

**SELECTION OF AGENCY FOR DESIGN, DEVELOPMENT & IMPLEMENTATION OF JATAK SEVA
PORTAL**

(Submission of Bid through NIC e tender portal)

National Health Mission(hereinafter referred to as “NHM”) Government of West Bengal, has decided to float the e-Tender Noticefor **Selection of Agency for DESIGN, DEVELOPMENT & IMPLEMENTATION of JATAK SEVA PORTAL**for record keeping and reporting of Visible Birth defect in all the 28 districts of West Bengal.

1. In this context National Health Missionhereby invites bid from eligible bidders forthe **DESIGN, DEVELOPMENT & IMPLEMENTATION of JATAK SEVA PORTAL**.
2. Intending bidder may download the tender document from the e-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of West Bengal Health at www.wbhealth.gov.in. The submission of bids should only be through online at www.wbtenders.gov.in. Earnest money is to be submitted online only.
3. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

**Sd/-
Mission Director, National Health Mission &
Secretary, Health and Family Welfare Department**

Table for Important Dates

Sl.	Activities	Date(s)
1.	Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on	11.11.2022
2.	Documents download start date (Online)	11.11.2022
3.	Last Date of submission of prebid queries from the intending Bidders via email po2nhm2021@gmail.com with a copy to nhmbiomedical2045@gmail.com	18.11.2022, 12 P.M
4.	Bid submission start date (On line)	23.11.2022, 12 P.M
5.	<p>Bid submission closing (On line)</p> <p>Bid submission includes:</p> <p>i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file)</p> <p>ii) BID – A (Should be in multiple page single PDF file)</p> <p>iii) BID – B (Should be in multiple page single PDF file)</p> <p>iv) BID – C (Bill of Quantity (BOQ) & FORM 6)</p> <p>Detailed list of documents annexed at Section V Check-List Form</p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A & Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p>Each scanned document should have an index page indicating the name of the document enclosed with page number.</p>	30.11.2022, 12 P.M
6.	Bid opening date for Technical Proposals (Online) (Bid A & B)	02.12.2022, 12 P.M
8.	Technical Presentation	To be notified later
9.	Submission of non-statutory wanting document (if any)	To be notified later
10.	Opening of Financial Bid (Online)	To be notified later

A. Important instruction to Bidders

1. General Instruction:

- a. Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system; through logging on to <https://wbtenders.gov.in> using the option "Click here to Enrol". Possession of a valid Class II Digital Signature Certificate (DSC) in the form of smart card /e-token is a prerequisite for registration and participation in the bid submission activities through this website.
- b. Bidders are requested to study the tender document, terms & conditions carefully before submitting their bids. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- c. Tender documents should be downloaded from the E-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of WB health at www.wbhealth.gov.in. The submission of bids should only be through online at wbtenders.gov.in.
- d. All pages of the bid submitted must be signed and sequentially numbered by the Bidder. All information in the offer must be in English. Information in any other language must be translated to English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.
- e. Bidder/authorized representative may choose to be present on the specified date & time of opening of online e-bids. However, opening of bids will not be stopped for absence of any bidder or his authorized representative at the notified time.
- f. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any amendment, addenda issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

g. **Penalty:** The following penalties shall be imposed against offences mentioned against each:

Sl.	Nature of offence	Penalty to be imposed
1	Any wrong or misleading information provided by the bidder during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting in NHM for at least 3 years
2	Non execution of agreement within 14 days of issue of AOC	a. Forfeiture of EMD b. Blacklisting for 5 years in NHM c. Blacklisting to be circulated to all procurement agencies throughout the NHM
3	Failure to prepare allotted job/work	a. Termination of Contract. b. Blacklisting for 5 years in NHM. c. Forfeiture of the Performance Bank Guarantee
4	Failure to maintain secrecy & divulgence of information	a. Termination of Contract. b. Blacklisting for 5 years in NHM c. Forfeiture of the Performance Bank Guarantee d. Lodging complaints to administrative authority
5.	Liquidated damages for Delayed Delayed setting up of Services: Failure to comply with the deliverables of the project	The percentage of 0.5% of the Invoice price for each week or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 10% of the Invoice price.

2. **Tender Fees : Exempted**

3. **Earnest Money Deposit (EMD):**Bidders shall have to submit EMD of amount Rs. 2,00,000/- (Rupees Two lakh) only and it has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F(Y) dated 28th July 2017.

Refund of EMD: After declaration of Award of Contract (AOC) through the e-procurement portal, the EMD will be refunded to the unsuccessful bidder in the same route to the account from where the transaction was processed within reasonable time.

4. **Eligibility Criteria:**All applicants shall have to meet the minimum eligibility criteria in respect of both of the following:

a) Technical criterion:

- I. The agency must have atleast three years experience in development of such portal/web application. The supporting documents in claim of experience are to be enclosed;
- II. The bidder must have successfully completed at least three projects in portal/web application development in any Central/State Government/Public Sector Undertakings/Subordinate offices/ Autonomous bodies in the previous three financial years (2019-20,2020-21 & 2021-22). The details of such jobs may be furnished;
- III. The Agency should have own/ rented (with rental agreement) physical setup in Kolkata/ Salt Lake.
- IV. The bidders should have adequate technically qualified and well-experienced in-house resource base for technical assistance & troubleshooting during the roll out phase of the portal in all the 28 districts of West Bengal.(EPFO details and their qualification details(with the post held) to be submitted as per);
- V. The Agency should have Head Office or a Local office located in Kolkata or Saltlake;
- VI. The bidder should not be blacklisted by any Ministry /Dept. Of GOI/State Governments/ Organizations /Undertaking(Notarized declaration);

b) Financial criterion:

- I. The agency/ firm should have completed successfully at least three projects in portal/web application development issued by Central/State Government/Public Sector Undertakings/Subordinate offices in last three financial years (2019-20,2020-21 & 2021-22).
- II. The bidders should have minimum average annual turnover (i.e. total turnover of the company) of Rs1 Crore for last three financial years(2019-20,2020-21 & 2021-22) as per the Audited Accounts of the Organization.

➤ **Performance Security:** To ensure due and satisfactory performance of its obligations, the selected agency has to furnish a performance security. Performance security of amounting INR Rs 3,00,000 (Rupees Three Lakh) against the agreement, to be submitted in the form of an irrevocable bank guarantee in favour of "National Health Mission" within 14(Fourteen) days from the date of issuing of AoC, valid up to 90 days after the date of completion of all contractual obligations as per FORM 7.

- Banks issuing Performance Securities must be acceptable to the FIRST PARTY, i.e. they have to be scheduled commercial banks.
- Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier.
- In the event of any amendment issued to the Contract, the Supplier shall, within 14 (fourteen) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.

***Note:** In case extension required, Bank Guarantees are to be renewed prior to 30 Days of their expiry.*

5. **Signing of Agreement:** Prior to the expiry of the period of bid validity, NHM shall issue Award of Contract (AOC). The draft agreement will be sent to the successful bidder along with the AOC and Special Conditions for project, if any.

Within 14 (fourteen) days of receipt of the AOC, the successful bidder shall be present to the NHM, West Bengal office along with the required value of Performance Security, the service agreement shall be signed between Mission Director, NHM, West Bengal and the successful bidder. Contract will be initially signed for 1 year and then onwards the contract may be renewed.

If the Agency's performance is not up to the satisfactory level of authority, the contract is liable to be cancelled for renewal.

6. **Contract Period:** The rate shall be valid for 1 year from the date of signing of 1st agreement. The contract will be initially signed for 1 year from the date of signing of agreement. The contract may be renewed every year subject to satisfactory performance.

Any failure to comply with SOP on bidders half or serious fault found and reported time to time may invite non-renewal of agreement at the end of the assessment year. In such situation the contract will be awarded to the next lowest bidder in lowest quoted rate.

Note1: Failure of the successful bidder to submit the above-mentioned Performance Security as decided by NHM and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

Note2: Any wrong or misleading information provided by the Bidders during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in NHM for at least 3years.

7. **Payment terms:** The payment will be released to the agency within 60days of receipt of invoice after completion of each work. Payment will be made on the basis of deliverables of the project as mentioned inThe General Conditions of Contract. Noadvancepayment/retainerfeewillbemade.Allpaymentsshallbemade inIndian Rupees.
8. In case of any extra inclusion of Delivery points or Number of persons to be Trained, Payment will be done on Pro-rata basis.

B. General

1. Clarification of Bid Document

A prospective Bidder requiring any clarification of the Bidding Documents shall contact NHM in writing at nhmbiomedical2045@gmail.com and po2.nhm2021@gmail.com

2.Amendment of Bid Document

At any time prior to the deadline for submission of bids, NHM may amend the Bid Document by issuing amendment to be uploaded in the e-tender portal & website of WB health.

To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, NHM may, at its discretion, extend the deadline for the submission of bids.

3.Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and NHM, shall be written in the English language. Supporting documents and printed literature that are part of the Bid, if submitted in any other language, should be accompanied by an accurate translation of the relevant passages into English and duly authenticated.

4. Fraud and Corruption

It is NHM policy to require that Bidders, suppliers and contractors and their subcontractors under NHM contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, NHM:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
 - (ii) Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
 - (iii) Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of NHM or other participants;
 - (iv) Collusion is the agreement between Bidders designed to result in bids at artificial prices that are not competitive.
- (b) Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- (c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a NHM registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a NHM contract;
- (d) Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a NHM contract;
- (e) Will normally require a NHM vendor to allow NHM, or any person that NHM may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

Any vendor participating in NHM's procurement activities, shall facilitate to NHM personnel upon first request, all documents, records and other elements needed by NHM to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from NHM vendor roster and may lead to suspension following review by NHM Vendor Review Committee.

It is required that Vendors, their subsidiaries, agents, intermediaries and principals cooperate with NHM Internal Audit Group as well as with other investigations authorized by NHM or by the Government of West Bengal or the Central Government as and when

required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow NHM to repudiate and terminate the contract and to debar and remove the supplier from NHM's list of registered vendors.

5. Period of validity of Bids

Bids shall remain valid for a period of **180 days** from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by NHM as non responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, NHM may request Bidder to extend the period of validity of their bids and EMD. In the event of the request for such extension beyond bid validity period, the bidder may or may not accept such request. In case, the bidder refuses to accept the request, the EMD of the bidder shall not be forfeited.

6. Earnest Money Deposit (EMD):

The EMD shall be paid, in favour of "NATIONAL HEALTH MISSION", GN-29, Swasthya Bhawan, Sec-V, Salt Lake, Kolkata- 700091 in the amount as provided in the Schedule of Requirements and denominated in INR.

Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Bidders shall be rejected by NHM as non-responsive.

The EMD of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to Instructions to Bidders.

The EMD may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in Instructions to Bidders; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with Instructions to Bidders;
 - (ii) furnish a Performance Security in accordance with Instructions to Bidders ;

7. Withdrawal, Substitution and Modification of Bids:

The bid once submitted cannot be withdrawn but prior to the deadline prescribed for submission of bids; a Bidder may substitute, or modify its Bid after it has been submitted.

The objective of this bid is to ensure design, development and implementation of the said portal at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower compared to the prevailing market price and available rates of similar or identical composition with the government, NHM reserves the right to cancel the bids.

8. Confidentiality

Any effort by a Bidder to influence NHM in the examination, evaluation, comparison of the bids or contract award decisions may result in the rejection of its Bid.

Notwithstanding Instructions to Bidders from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact NHM on any matter related to the bidding process, it should do so in writing.

9. **Currencies of Bid:** The Bidder shall quote in INR only.

10. NHM's right to vary quantities

NHM reserves the right to increase or decrease the quantity of goods and related services originally specified in The General Conditions of Contract, Schedule of Requirements, provided this does not exceed 40% (Forty percent) above or 40% (Forty percent) below the original required quantity and without any change in the unit prices or other terms and conditions of the Bid Documents.

C. Submission of bid

The following are to be submitted:

i) Non statutory documents to be submitted under My Document (Each sub-category item should be in multiple page single PDF file)

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	PAN card
2	COMPANY DETAILS	COMPANY DETAILS 1	a) Registration with registrar of Company or Partnership deed (as applicable).

			b) Trade License from Government/ Statutory Authority as applicable.
		COMPANY DETAILS 2	Document proof for Local office located in Kolkata or Saltlake (Pincode mandatory)
3	CREDENTIAL	CREDENTIAL 1	Proof of past experience in last financial 3 (three) years (ending with March 2022) regarding portal/web application development for any Central/ State Government/Public Sector Undertakings/Subordinate offices/ Autonomous bodies : 1. Copies of Work order/ copies of agreement & 2. Payment certificate/ Work completion certificate
		CREDENTIAL 2	Satisfactory performance certificate issued by Central/State Government/Public Sector Undertakings/Subordinate offices in respect to successful completion of at least 3 such projects of portal/web application development issued by Central/ State Government/Public Sector Undertakings/Subordinate in last three financial years (2019-20, 2020-21 & 2021-22).
4	DECLARATION	DECLARATION 1	Income Tax returns for last 3 financial years (FY 2019-20, 2020-21 & 2021-22)
		DECLARATION 2	15 – digit Goods and Services Taxpayer Identification Number (GSTIN) (GST Registration)
		DECLARATION 3	Tender Application Form as per Form 2
5	EQUIPMENT	MACHINERIES 1	Notarized declaration for own / rented (with rental agreement) physical setup in Kolkata/ Salt Lake (along with Property deed/ rent agreement).
		MACHINERIES 2	Notarized declaration for adequacy of technically qualified and well-experienced in-house resource base regarding technical assistance & troubleshooting during the roll out phase of the portal in all the 28 districts of West Bengal.
		MACHINERIES 3	Information on manpower involved with technical assistance & troubleshooting during the roll out phase of the portal in all the 28 districts of West Bengal. [Form-5]
6	FINANCIAL INFO	P/L & BALANCE SHEET 2019-2020	P/L & Balance sheet (2019-2020)
		P/L & BALANCE SHEET 2020-2021	P/L & Balance sheet (2020-2021)
		P/L & BALANCE	P/L & Balance sheet (2021-2022)

ii) Statutory Documents**(a) BID – A** (Should be in multiple page single PDF file)

1. EMD (Scanned copy of the instrument through which EMD have been submitted)
2. Declaration duly Notarized stating that “This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization till date under applicable Acts and laws”.

(b) BID – B (Should be in multiple page single PDF file)

1	Check List format given in Form 1
2	The bidder shouldnot be blacklisted by any Ministry /Dept. Of GOI/State Governments/ Organizations /Undertaking(self-declaration on letterhead))
3	Average Annual Turnover of the Company during the last 3 Financial Years (in INR) - to be certified by practicing Chartered Accountant as per format given in Form 3
4	Under Taking in the format given in Form 4

(c) BID – C [Bill of Quantity (BOQ) & Form 6]

- (a) **BOQ:** BOQ shall contain price per individual activity excluding GST. The price shall include all required expenses for activity, freight charges and any other charges as applicable excluding GST. Applicable GST will be paid as extra.

The Bidder should upload the Statement for Tax and Duties in PDF as per FORM 6 in addition to BOQ in .xls format.

Bidder shall be selected on the basis of lowest quoted Total rate in BOQ. BOQ to be uploaded in .xls format.

Note: All rates should be quoted in INR only.

D. Bid Evaluation Process

Evaluation of Bids:

1. Technical Evaluation

During the tender evaluation process **Non-statutory document** (document uploaded in My Space), **Bid – A&Bid – B** constituting the technical bid will be opened first and evaluated. The determination of Technical qualification status of a bidder will be based on the following:

- i) **Scrutiny of Form 2 (NIT Acceptance Form) duly notarized**
- ii) **Scrutiny of documentary evidence as per Form 1: Check-list,**
- iii) **Evaluation of Competency: Technical Presentation Scoring**

- **Technical Presentation Evaluation Criteria:** The Technical Proposal of Bidders who meet the minimum qualification criteria will further be evaluated as per the following scoring criteria:

Sl.No.	Descriptions	Maximum Marks
1.	Technical presentation – Understanding of the project & development strategy of the portal – 5 Marks Approach and Methodology including team and project management plan and technology – 15 Marks	20

A bidder will be considered technically qualified if,

1. **Comply with i) & ii) and qualify in iii) above**

2. Financial Evaluation:

Financial Bids (Bid - C) of the technically qualified Bidders would only be opened. **Comparison of Financial Bids would be based lowest rate quoted by the bidders.**

N.B:- THE DECISION OF THE NHM AUTHORITY AT ANY STAGE OF THE TENDER PROCESS WILL BE FINAL AND BINDING IN THIS MATTER.

Responsiveness of Bids

NHM's determination of a bid's responsiveness is to be based on the contents of the bid itself.

A substantially responsive Bid is one that conforms to all the terms and conditions of the Bidding Documents.

If, after the examination of the terms and conditions and the technical evaluation, NHM determines that the Bid is substantially not responsive in accordance with Instructions to bidders, it shall reject the Bid.

NHM's Right to Accept Any Bid and to Reject Any or All Bids

NHM reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

If at any stage of the project, starting from calling of e-tenders to award of contract & its subsequent execution during the period of contract, NHM finds out that there have been material suppression of evidence/information, contract revoking process may be started with forfeiture of Performance Security provided unsatisfactory response/clarification is received from the awardee. The awardee shall have to continue giving maintenance services, till the time a fresh e-Tender call is matured.

E. General Conditions of Contract

Table of content:

Section	Content
1	Objective
2	Scope of work
3	Area of Operation
4	Duration of services
5	Deliverables of the project
5	Policy of Payment
6	Manpower
7	Penalty clauses
8	Force Majeure
9	Grievance Redressal System
10	Indemnity
11	Governing Law and Jurisdiction
12	Causes for termination
13	Miscellaneous

1. Objective:

The objective of this assignment is to hire a competent agency for design, development, implementation of the JatakSevaPortal at the most competitive price, on contractual basis for the NHM project of Health & Family Welfare Dept., West Bengal as and when required. The Agency will be under obligation to hire personnel, as and when required from time to time, on same terms and condition and at the same rate as quoted for the successful implementation of the current assignment till the conclusion of the contract period.

The Main objective of the software based application is as follows:

- a) Screening of newborn within 48 hours of birth
- b) Identification of visible birth defects of children
- c) Identification of Low Birth Weight (U3W) children
- d) Early referral for medical attention thereby bringing down morbidity and mortality
- e) Creating an enduring capacity and motivation among the field functionaries.

The software will be developed in both web version and App version. Proposed activities are described at Scope of work.

2. Scope of Work:

i) **Activities A (Development of Portal & Application):**

a) Development of Handheld Application Jatak Seva for Newborn screening, having following modules:

- User Registration in the system
- Birth Defect Atlas
- Registration of all newborn children in the system
- Screening of Children
- Report viewing

b) Development of Web Portal with following Modules:

- Performance Chart for at a glance view of each district till last working day.
- Dashboard
- User-wise Log in for State, Health Districts, Health Institutions (Delivery Point)
- Details of Children with VBD
- Details of Children without VBD
- Reports:
 - List of VBD Children
 - List of LBW Children
 - List of users who have uploaded report
 - List of Delivery point (Institutions) who have uploaded data, how many, till date, till last month, till yesterday

c) Database Architecture design

d) Receiving data from handheld and storing in RDBMS

e) Populating Master database for district, delivery point and user

f) Backend data processing for Report generation

ii) **Activities B (Providing Server):**

The agency will have to provide a dedicated server for the entire contract period.

iii) **Activities C (Awareness and Capacity Building):**

- Awareness building for District level Nodal Persons.
- Training of Master Trainers at district level (including development of training Portal).
- Helping Master Trainers in training all Staff nurses at all delivery points.

- Training to be provided to nurses in all 28 Districts of West Bengal as and when required.

iv) **Activities D (Helpdesk support) :**

- Providing remote support to nurses of all delivery points (tentatively 633) for the entire contract period.
- Data modification/correction on near real time, as and when required.

v) **Activities E (Reporting):**

Final Project Implementation Report to be prepared by the Agency within Scheduled timeline

Responsibilities for the Activities stated above to be carried out as follows:

SL. No.	Activity Description	Responsibility
1.	Customizing Android Mobile Application for screening of Newborn. This will cover data from Labour room, nursery and SNCU. The application will have embedded ICD codes (International Classification of Disease) and newborn birth defect Atlas.	Agency
2.	Customizing Web Portal for State and District Login (viewing data of screened children and follow-up thereof)	Agency
3.	Hosting the application (Selected Agency will provide necessary server and hosting support with https:// protocol)	Agency
4.	Web Application Domain Registration	Agency (H&FWD may finalize a suitable name for the URL/system)
5.	Awareness and Capacity Building: Awareness building for District Level Nodal Persons, Training of end users (at District level), Training of Master Trainers at district Level (including development of training Portal), Helping Master Trainers in training all Staff nurses at all delivery points (Training to be provided to nurses in 28 Districts as and when required)	Agency (H&FWD may provide necessary logistics support)
	Helpdesk support:	

	1. Providing Helpdesk support to train and support all delivery point nurses 2. Data modification/correction on near real time, as required	
6.	Monitoring and Evaluation	H&FWD / Agency
7.	Final Project Implementation Report	Agency

Note:

H&FWD will be Issuing guideline / order to District on implementing the software system (Already one data entry operator (of NHM) is available at each delivery point, hence the system may be started early).The users will use their own Smart phone from each delivery point for execution of work.

Final Output Reports should contain the following details:

1. Real time Report on Number of newborns screened
2. Real time Report on Screened Children with Visible birth defect
3. Real time Report on Screened Low Birth Weight (LBW) Children
4. Real time report on Institutes sending report

The Agency will maintain close liaison with the office of the State Program Management Unit, National Health Mission, West Bengal in course of design and development of the portal and should also keep the Programme Officer, NHM (or the concerned officials of the Programme) informed regarding the progress of work on regular basis. The maintenance / upgradation activities related to the execution of the project within the contract period shall be carried out by the Agency as and when required without any additional charges.

3. Area of Operation

The Agency needs to develop and implement the portal across all the 28 districts of West Bengal for New born screening in all the 28 districts of West Bengal (including Health districts).

4. Duration of Contract

The initial contract shall be valid for 1 Year from the date of signing of agreement. The tenure of agreement may be extended further on the basis of satisfactory performance of the contract.

5. Deliverables & Terms of Payment

Sl. No.	Proposed Activity	Timeline	Payment to be released
1.	Activities A (Development of Portal & Application)	Before completion of 6 months from signing of Agreement	100% of the Claimed bill for the Completion of the corresponding activity
2.	Activities B (Providing Server)	Before completion of 6 months from signing of Agreement	
3.	Activities C (Awareness and Capacity Building)	Before completion of 10 months from signing of Agreement	
4.	Activities D (Helpdesk support)	Entire Contract period	
5.	Activities E (Reporting)	Before completion of contract period from signing of Agreement	

6. Manpower:

The Agency should have adequate technically qualified and well- experienced in-house resource base regarding technical assistance & troubleshooting during the roll out phase of the portal or implementation of the portal across all the 28 districts of West Bengal.

Information on manpower involved with technical assistance & troubleshooting should be provided as per Form-5.

7. Penalty Clauses:

The following penalties shall be imposed against offences mentioned against each:

Sl.	Nature of offence	Penalty to be imposed
1	Any wrong or misleading information provided by the bidder during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting in NHM for at least 3 years
2	Non execution of agreement within 14 days of issue of AOC	a) Forfeiture of EMD b) Blacklisting for 5 years in NHM c) Blacklisting to be circulated to all procurement agencies throughout the NHM
3	Failure to prepare allotted job/work	a) Termination of Contract. b) Blacklisting for 5 years in NHM. c) Forfeiture of the Performance Bank Guarantee
4	Failure to maintain secrecy & divulgence of information	a) Termination of Contract. b) Blacklisting for 5 years in NHM c) Forfeiture of the Performance Bank Guarantee d) Lodging complaints to administrative authority
5	Liquidated damages for Delayed Delayed setting up of Services: Failure to comply with the deliverables of the project	The percentage of 0.5% of the Invoice price for each week or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 10% of the Invoice price.

8. Force Majeure:

- I. The Agency shall not be liable for imposition of any penalties, so long the delay and/or failure of the Agency in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- II. For purposes of this clause, Force Majeure means an event beyond the control of the Agency and not involving the Agency's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pandemics , pestilence, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- III. If a Force Majeure situation arises, the Agency shall promptly notify the Authority in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Authority in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- IV. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty (30) days, either party may at its option terminate the contract without any financial repercussion on either side.
- V. In case due to a Force Majeure event, the Authority is unable to fulfill its contractual commitment and responsibility, the Authority will notify the Agency accordingly and subsequent actions taken on similar lines described in above sub-clauses.

9. Grievance Redressal System:

- I. The Agency shall formulate a grievance redress mechanism. All the complaints and feedbacks shall be recorded and the Agency shall maintain the records for the entire duration of the Agreement. All the complaints pertaining to scope of service shall be solved within 2 days (48 hours) from the date of receiving the complaints.
- II. The Agency shall also address to all complaints pertaining to project, either verbally or in written, from the Department, or any other sources within 2 days (48 hours) from the date of receipt of complaint.

10. Indemnity

The Agency shall indemnify and hold the authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the Agency arising whether directly or indirectly as a result of the breach by the Agency of any of the Agency's obligations under the contract save to the extent such claims, liabilities, costs, damages and expenses were caused by the gross negligence, default or omission of the Agency or its employees.

Notwithstanding the termination of the contract, the Agency shall indemnify and hold the Agency harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the Agency during the subsistence of this contract.

11. Governing Law and Jurisdiction

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at the State capital shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

12. Causes for termination

- I. The contract shall terminate by efflux of time on the expiry of the contract Period.
- II. Authority may terminate the contract for any of the following events of default (Event of Default) on the part of Agency:

- a) The Agency is in material breach of the contract and in case such breach is rectifiable and the Agency fails to cure such breach within a period of 7 days from the receipt of notice from NHM; The Agency transfers or creates any Encumbrance, charge or lien over any of the Project Facilities in favour of any person / agency; The Agency transfers or fails to perform any of its obligations specified under the contract; The Agency collects fees in any form, from the Beneficiaries / users;
- b) The Agency does not maintain the Performance Security as provided in the tender.
- c) The Agency is adjudged bankrupt or insolvent or a trustee or receiver is appointed for the development of portal or for any of its property that has a material bearing on the Project;
- d) Petition for winding up of the Agency is admitted by a court of competent jurisdiction;
- e) The Agency abandons the operations of the Project for more than 10 (ten) consecutive days without the prior consent in writing of NHM; Provided that the Agency shall be deemed not to have abandoned such operation if such abandonment was as a result of Force Majeure Event and is only for the period when such Force Majeure Event is continuing.
- f) The Agency repudiates the contract or otherwise evidences an intention not to be bound by the contract.
- g) Save and except as otherwise provided and without prejudice to any other right or remedy which the NHM may have in respect thereof under the contract, upon the occurrence of any Event of Default by the Agency, the Authority shall issue a notice to the Agency to cure such Default and on the failure of the Agency to cure such Default within 30 (thirty) days from date of issue of such notice, the NHM shall be entitled to terminate the contract forthwith by a termination notice to the Agency and the termination shall be effective from the date notified to the Agency.
- h) NHM shall be entitled to enforce the Performance Security and the Bank Guarantee and recover the amount due to it in respect of such claim, damages, rights or remedy without prejudice to its rights.
- i) Notwithstanding anything to the contrary contained in the contract, termination of the contract shall be without prejudice to other rights of the Authority including its

right to claim and recover damages and other rights and remedies which it may have in law or under the contract.

- j) Notwithstanding anything contained in the contract, the NHM may terminate the contract if it is found after execution of the contract that Selected Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the Bidding process. In such circumstances, the NHM shall be entitled to forfeit and appropriate / invoke the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the NHM under the contract.
- k) Upon expiry or earlier termination of the contract, the Agency shall:
 - notify NHM forthwith about the location and particulars of all Project Facilities; and
 - deliver forthwith the possession and control to NHM or any person designated by Authority and other Project Facilities including software thereof but excluding manpower in working and operable condition, free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Agency of all of the rights and interests in the Project.

III. The Agency may terminate the contract, by not less than Thirty (30) days written notice to the NHM, in case of the occurrence of any of the events as mentioned below –

- (a) If the NHM fails to pay any money due to the Second Party pursuant to the contract.
- (b) If, as the result of Force Majeure, the Second Party is unable to perform a material portion of the services for a period of not less than thirty (30) days.
- (c) If the NHM is in material breach of its obligations pursuant to the contract and has not remedied the same within thirty (30) days (or such longer period as the Second Party may have subsequently approved in writing) following the receipt by the NHM of the Second Party's notice specifying such breach.

13. Miscellaneous:

- I. The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts in the state of West Bengal shall have exclusive jurisdiction

over all disputes arising under, pursuant to and/ or in connection with the Bidding process.

- II. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a) cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.
 - e) It shall be deemed that by submitting the bid, the bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and wives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.

Form 1
CHECK-LIST

[Please fill in and include with your Bid]

Name of the Bidder: - _____

Full Address of the Bidder: _____

E-Mail: - _____

Contact person relating to the Bidder and Mob no. :- _____

Tendering as: Company / Consortium

Annual Turn Over: Rs.....

Note 1: If any document is written in any language other than English, an English translation of the document duly authenticated is to be submitted.

Note 2: All the documents mentioned below are essential for qualifying in the technical evaluation.

Note 4: After opening of the technical bids, if it is found that any of the documents required to be submitted with the bids is wanting, NHM shall reserve the right to allow late submission of such document at its discretion within a specified time limit.

Sl. No.	Activity	Yes/No/N A	Submitted under	Page No.	Remark
1	PAN card				
2	c) Registration with registrar of Company or Partnership deed (as applicable). d) Trade License from Government/ Statutory Authority as applicable.				
3	Document proof for Local office located in Kolkata or Saltlake (Pincode mandatory)				
4	Proof of past experience in last financial 3				

	(three) years (ending with March 2022) regarding development of portal/web application for any Central/ State Government/ Public Sector Undertakings/ Subordinate offices/ Autonomous bodies : 1. Copies of Work order/ copies of agreement & 2. Payment certificate/ Work completion certificate				
5	Satisfactory performance certificate issued by Central/ State Government/Public Sector Undertakings/ Subordinate offices in respect to successful completion of at least 3 such projects of development of portal/web application issued by Central/ State Government/ Public Sector Undertakings/ Subordinate in last three financial years(2019-20, 2020-21& 2021-22).				
6	Income Tax returns for last 3 financial years (FY 2019-20, 2020-21& 2021-22)				
7	15 – digit Goods and Services Taxpayer Identification Number (GSTIN) (GST Registration)				
8	Tender Application Form as per Form 2				
9	Notarized declaration for own / rented (with rental agreement) physical setup in Kolkata/ Salt Lake (along with Property deed/ rent agreement).				
10	Notarized declaration for adequacy of technically qualified and well-experienced in-house resource base regarding technical assistance & troubleshooting during the roll out phase of the portal in all the 28 districts of West Bengal.				
11	Information on manpower involved with technical assistance & troubleshooting during the roll out phase of the portal in all the 28 districts of West Bengal. [Form-5]				
12	P/L & Balance sheet (2019-2020)				
13	P/L & Balance sheet (2020-2021)				

14	P/L & Balance sheet (2021-2022)				
Sl. No.	Activity	Yes/No/N A	Submitted under	Page No.	Remark
15	Earnest Money Deposit (EMD)				
16	Declaration of the bidder on letter head that “This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization under applicable Acts and laws”				
Sl. No.	Activity	Yes/No/N A	Submitted under	Page No.	Remark
17	Check List format given in Form 1				
18	The bidder shouldnot be blacklisted by any Ministry /Dept. Of GOI/ State Governments/ Organizations / Undertaking(self-declaration on letterhead))				
19	Average Annual Turnover of the Company during the last 3 Financial Years (in INR) - to be certified by practicing Chartered Accountant as per format given in Form 3				
20	Under Taking in the format given in Form 4				

Form 2

Tender Application

(To be furnished on non-judicial stamp-paper of Rs. 100/-, affirmed before a First Class Magistrate/ Notary/ Executive Magistrate)

(All the bidders have to prepare and submit Form)

Date:

Bid Reference No.: _____, Schedule- _____

Name of Contract: SELECTION OF AGENCY FOR DESIGN, DEVELOPMENT & IMPLEMENTATION OF JATAK SEVA PORTAL

To
Mission Director,
National Health Mission,
4th Floor, Swasthya Sathi,
GN- 29, Sector – V, Salt Lake,
Kolkata - 700 091

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.:....., **Dated** - and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now adhere to **Selection of Agency for DESIGN, DEVELOPMENT & IMPLEMENTATION of JATAK SEVA PORTAL** in conformity with your above referred document.

I/ We also certify that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.

- b) I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the

Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

- a) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents. However, the prices quoted by us and accepted by NHM shall hold good and remain valid for a period of **1** year from the date of signing of 1st agreement and no additional claims will be made on account of any price variation or fluctuation in market rates. The rate quoted shall remain binding upon us and may be accepted at any time before the expiration of **1(one)** year.
- b) If our bid is accepted, we will submit a performance security within 14 (fourteen) days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.
- c) Our company has been incorporated in accordance with the laws of _____ (*insert name of country of incorporation*) and governed by them.
- d) We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.
- e) There is no adverse report against the service provided by us in any Government Department / Agency in India.
- f) We will permit NHM or its representative to inspect our accounts and records and other documents relating to the bid submission.

We also understand that:

- (i) Partial or incomplete bid submission will lead to cancellation of our bid.
- (ii) The tender inviting and accepting authority reserves the right to reject any

application without assigning any reason.

Enclose:

1. Non Statutory Documents/ My Documents
2. Statutory Documents (Bid A & Bid B)
3. Forms & Annexure duly filled up, signed & notarized (where applicable)

Name.....

In the capacity of.....

Signed

Duly authorized to sign the Bid for and on behalf of (if applicable).....

Date.....

Form 3

TURNOVER CERTIFICATE

I certify that Average Annual Turnover of *(insert the name of the company)* during the last 3 Financial Years,,is Rs. as per the Audited Accounts of the Organization.

Sl. No	Financial Year	Company Turnover (in Rs)
1	FY 2019-20	
2	FY 2020-21	
3	FY 2021-22	
4	Average Turnover of last 3 years	

Signature and seal of Chartered Accountant

Form 4

Project Undertaking

(On the Letter head of the single entity/ Lead Member)

To,

Mission Director,
National Health Mission,
4th Floor, SwasthyaSathi,
GN- 29, Sector – V, Salt Lake,
Kolkata - 700 091

**Subject: SELECTION OF AGENCY FOR DESIGN, DEVELOPMENT & IMPLEMENTATION OF
DESIGN, DEVELOPMENT & IMPLEMENTATION OF JATAK SEVA PORTAL**

Dear Sir/Madam,

We have read and understood the Tender document in respect of the captioned Project provided to us by the National Health Mission, Department of Health & Family Welfare, Government of WEST BENGAL

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the tender document provided to us.

Dated this.....Day of2022.

Name of the Bidder

Signature of the Authorized Representative Name of the Authorized Representative

Note: To be signed by the Authorized Representative of the Lead Member, in case of a consortium, eligible to submit the bid.

Form 5

Curriculum Vitae (CV) for keystaff that shall be involved in this project along with photocopy document

1.	Name of Staff	
2.	Position/Designation	
3.	Name of Firm	
4.	Date of Birth	
5.	Nationality	
6.	Qualification	
7.	Employment Record	
8.	EPFO details	

For the purpose of Employment Record

Period with Dates	Name of the firm	Position Held	Nature of Work

Signature of Employee

Form 6

Statement for Tax and Duties

Sl.No.	Name of the Activity	Tax	Price Including Tax (Rs)
1.	Activities A (Cost of Development of Portal & Application)		
2.	Activities B (Cost of Dedicated Server per month)		
3.	Activities C (Cost of Awareness and Capacity Building per district)		
4.	Activities D (Cost of Helpdesk support per 6 persons)		
	Total Rate Including Tax(Activities A+B+C+D) (Rs)		

Form 7

"Bank Guarantee Format"
Prescribed format for Performance Bank Guarantee by the Bank

[Insert: No Performance Security shall be requested or the bank, as requested by the successful bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month and year) of Bid Submission]*
NIT No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary:*[insert legal name and address of NHM]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Agency]* (hereinafter called "the Agency") has entered into agreement Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, assisting recruitment process (hereinafter called "the Agreement").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Agency, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Agency to be in default under the Agreement, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

¹ *The Bank shall insert the amount(s) specified in the contract either in the currency (INR) of the Contract or a freely convertible currency acceptable to NHM.*