

**AYUSHMAN BHARAT DIGITAL MISSION**

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**Subject: Request for Proposal for Selection of Interfacing Agency for Conducting ABDM related Activities under the Microsite Program in the UT of Jammu & Kashmir.**

For and on behalf of the Hon'ble Lt. Governor of Jammu & Kashmir, online Request for Proposal (RFP) are invited for Selection of Interface Agencies for Conducting ABDM related Activities under the Microsite Program in the UT of Jammu & Kashmir as per detailed specifications and terms & conditions mentioned in the detailed document:

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	09/10/2023 at 1000 Hrs
2	Start Date of Downloading RFP from Website	09/10/2023 from 1000 Hrs
3	Websites for Downloading RFP	<a href="https://jktenders.gov.in">https://jktenders.gov.in</a> , <a href="https://abdmjk.in">https://abdmjk.in</a> , <a href="https://hme.jk.gov.in">https://hme.jk.gov.in</a>
4	Last Date of Downloading RFP from Website	30/10/2023 upto 1400 Hrs
5	Seek Clarification Start Date	09/10/2023 from 1000 Hrs
6	Seek Clarification End Date	16/10/2023 from 1600 Hrs
7	Pre-Bid Meeting	18/10/2023 at 1500 Hrs
8	Venue of Pre-Bid Meeting	Online
9	Website for Submission of Bids (Technical as well as Financial)	<a href="https://jktenders.gov.in">https://jktenders.gov.in</a>
10	Start Date for Submission of Online Bids	21/10/2023 from 1000 Hrs
11	Last Date for Submission of Online Bids	30/10/2023 upto 1600 Hrs
12	Date of Opening of Technical Bids	30/10/2023 at 1700 Hrs
13	Tender Processing Fee (Non-Refundable) (To be deposited through online/ RTGS transfer in Ayushman Bharat Digital Mission, J&K's Bank A/c No.: 0022010570000018 "Ayushman Bharat Digital Mission" with the J&K Bank Ltd. Rail Heal Complex, Jammu (IFS Code: JAKA0ERAILH)	Rs.10,000/- (Rupees Ten Thousand only)

Sd/-  
**State Mission Director**  
(Tender Inviting Authority)  
Ayushman Bharat Digital Mission, J&K

No: JK/ABDM/2022-23/361-365

Dated: 05/10/2023

# Request for Proposal (RFP)

Selection of Interface Agency for Development of Ayushman  
Bharat Digital Mission (ABDM) Microsites in J&K

**Jammu:** Rail Head Complex Bahu Plaza Jammu, 180012

**Kashmir:** Mission Directorate of Ayushman Bharat Digital Mission, Old Assembly  
Complex Srinagar, 190001.

# Disclaimer

The information contained in this Request for Proposal (RFP) Document is being provided to interested bidders on the terms and conditions set out in this RFP. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their bid offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the State Mission Director, ABDM J&K in relation to the Project. Such assumptions, assessments and statements do not purpose to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the State Mission Director, ABDM J&K, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The State Mission Director, ABDM J&K accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The State Mission Director, ABDM J&K, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The State Mission Director, ABDM J&K also accepts 'no liability' of any nature, whether resulting from negligence or otherwise whatsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The State Mission Director, ABDM J&K may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the State Mission Director, ABDM J&K is bound to select or appoint a Bidder, as the case may be, for the Project and the State Mission Director, ABDM J&K reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the State Mission Director, ABDM J&K or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the State Mission Director, ABDM J&K shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# Abbreviations

1. ABDM - Ayushman Bharat Digital Mission
2. ABHA - Ayushman Bharat Health Account
3. AFS - Annual Financial Statements
4. EOI - Expression of Interest
5. GP - General Practitioner
6. GST - Goods and Services Tax
7. HFR - Health Facility Registry
8. HMIS - Hospital Management Information System
9. HPR - Health Professional Registry
10. LOA - Letter of Award
11. MoU - Memorandum of Understanding
12. NDA - Non-Disclosure Agreement
13. NHA - National Health Authority
14. POA - Power of Attorney
15. RFP - Request for Proposal
16. SMD - State Mission Director

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# Section – I: Request for Proposal (RFP)

## Request for Proposal for Selection of Interface Agency for Development of Ayushman Bharat Digital Mission (ABDM) Microsites in J&K

1. State Mission Director, Ayushman Bharat Digital Mission (ABDM) J&K invites bid from eligible Bidders for Selection of Interface Agencies for conducting the Ayushman Bharat Digital Mission (ABDM) related activities under Microsite Program in Union Territory of Jammu & Kashmir as per requirements stipulated in this RFP (defined hereinafter or associated correspondences thereto).
2. Accordingly, it has been decided to carry out the bidding process (defined hereinafter) for selection of Interface Agency for providing the service ('Service') as specified in section 2.1 of this Request for Proposal ('RFP').
3. Request for Proposal (RFP) with detailed Terms & Conditions can be downloaded from websites – <https://jktenders.gov.in> and/ or <https://abdmjk.in>. Dully filled response to RFP, complete in all respects, alongwith all requisite documents should be submitted **online through e-Procurement Portal of J&K <https://jktenders.gov.in>**.
4. State Mission Director, ABDM J&K shall receive response pursuant to this RFP in accordance with the terms set forth in this document and other documents, as modified, altered, amended and clarified from time to time by the State Mission Director, ABDM J&K (collectively the 'Bidding Documents'). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 5 herein below for submission of Bids (the 'Bid Due Date'). The Bidding Documents include the RFP/ and Contract with its Annexures.
5. **Schedule of Critical Dates to Publication of RFP and Submission of Responses thereof:**

S. No.	Particulars	Date/ Time
1	Date of Publishing RFP	09/10/2023 at 1000 Hrs
2	Start Date of Downloading RFP from Website	09/10/2023 from 1000 Hrs
3	Websites for Downloading RFP	<a href="https://jktenders.gov.in">https://jktenders.gov.in</a> , <a href="https://abdmjk.in">https://abdmjk.in</a> , <a href="https://hme.jk.gov.in">https://hme.jk.gov.in</a>

S. No.	Particulars	Date/ Time
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6	Seek Clarification End Date	16/10/2023 from 1600 Hrs
7	Pre-Bid Meeting	18/10/2023 at 1500 Hrs
8	Venue of Pre-Bid Meeting	Online
9	Pre Bid Meeting Link	Refer Sub-Section 5.2 of Section - V
10	Website for Online Submission of Response to RFP	<a href="https://jktenders.gov.in">https://jktenders.gov.in</a>
11	Start Date for Submission of Response to RFP	21/10/2023 from 1000 Hrs
12	Last Date for Submission of Response to RFP	30/10/2023 upto 1600 Hrs
13	Date of Opening of Responses to RFP	30/10/2023 at 1700 Hrs
14	Tender Processing Fee (Non-Refundable) (To be deposited through online/ RTGS transfer in Ayushman Bharat Digital Mission, J&K's Bank A/c No.: 0022010570000018 "Ayushman Bharat Digital Mission" with the J&K Bank Ltd. Rail Heal Complex, Jammu (IFS Code: JAKA0ERAILH)	Rs.10,000/- (Rupees Ten Thousand only)

**State Mission Director  
(Proposal Inviting Authority)  
Ayushman Bharat Digital Mission,  
Jammu & Kashmir**

## Section – II: About Microsite Program

### 2.1 National Health Authority (NHA)

National Health Authority (NHA) is the Apex body entrusted with the role of designing strategy, building technological infrastructure and implementation of “**Ayushman Bharat Digital Mission**” to create a National Digital Health Ecosystem. An attached office of the Ministry of Health and Family Welfare with full functional autonomy, NHA is governed by a Mission Steering Group (MSG) chaired by the Union Minister for Health and Family Welfare. Chief Executive Officer (CEO), an officer in the rank of Secretary to the Government of India manages its affairs. Bidders are requested to visit website <https://abdm.gov.in/> for more details.

### 2.2 ABDM Microsite Project

Since the nationwide launch of the Ayushman Bharat Digital Mission (ABDM) in September 2021, various stakeholders in healthcare have been actively participating in the ABDM ecosystem. Recognizing the crucial role small-medium scale healthcare providers play in reaching the masses, efforts are underway to accelerate their adoption of the mission. To support the integration of these healthcare providers into the open digital health ecosystem and promote the wider adoption of ABDM, the National Health Authority (NHA) has conceptualized the idea of Microsites. As approved in the Second Mission Steering Group meeting chaired by Hon’ble HFM, to establish 100 microsites across the country with an estimated budget of 30 Crore.

A Microsite, within the context of ABDM, is a focused region comprising all small-medium private facilities, such as clinics, hospitals, labs within that area, which may be on-boarded onto the ABDM ecosystem. Microsites have been identified as small-scale targeted interventions aimed at engaging small-medium scale healthcare providers and addressing the challenges they face in digitizing and joining the open digital health ecosystem. It is envisioned that 100 such microsites will be initiated across the country. It is recognized that the rollout of the microsites can be in a phased manner, e.g., State-by-State basis, or within a State/ UT, one-by-one basis.

The following section highlights the design details of a Microsite:

#### **Types of Facilities in a Microsite:**

- A Microsite is inclusive of private facilities such as standalone clinics, polyclinics, nursing homes, small hospitals (preferably <10 beds) and labs, and any other healthcare facilities wherein health records are generated.
- A Microsite may cover facilities and professionals of all the systems of medicine including Indian System of Medicine such as Ayurveda, Homeopathy, Unani, Siddha, Sowa-Rigpa etc.

### Size of a Microsite:

- A Microsite may be categorized into the following two categories:
  - **Category A Microsite:** A microsite which consists of at least 1000 facilities, inclusive of all types of health facilities.
  - **Category B Microsite:** A microsite which consists of at least 500 facilities but less than 1000 facilities, inclusive of all types of health facilities.

### Project Value

This is the maximum amount of payment that would be made to the concerned Interface agency upon satisfactory completion of all Phase wise milestones as mentioned in section 2.4 for each Microsite. The total Project value would be Rs 28 lakh for Category A and Rs 14 lakh for Category B Microsites.

### 2.4 Microsite project Financials

The following are the Project targets with payment amount as part of scope of Interfacing Agency for Microsite project. The details regarding phase wise targets are mentioned in the Operational Guidelines for Activation of Microsites released by NHA which can be accessed at [https://abdm.gov.in:8081/uploads/Addl\\_CEO\\_letter\\_and\\_Microsite\\_Guidelines\\_7d16822da9.pdf](https://abdm.gov.in:8081/uploads/Addl_CEO_letter_and_Microsite_Guidelines_7d16822da9.pdf)

Phases	Milestone Indicator	Category A**	Category B**	Payment Amount
Phase 1*	Project Scoping <ul style="list-style-type: none"><li>• Selection of a Region for Microsite</li><li>• Selection and On-boarding of a Development Partner and Interface Agency</li><li>• Submission of Project Plan to State Mission Director</li></ul>			Category A: 7 Lakh Category B: 3.5 Lakh
Phase 2	Capacity Building and Outreach			Non-Monetary
Phase 3 (Initial Adoption)	Number of HPR	100	50	Category A: 3 Lakh Category B: 1.5 Lakh
	Number of HFR	50	25	
	Number of HMIS	10	5	
	Number of Health record linked	-	-	
Phase 4	Number of HPR	300	150	Category A: 4 Lakh

Phases	Milestone Indicator	Category A**	Category B**	Payment Amount
(Moderate Adoption)	Number of HFR	100	50	Category B: 2 Lakh
	Number of HMIS	-	-	
	Number of Health Record Linked	5000	2500	
Phase 5 (Progressive Adoption)	Number of HPR	500	250	Category A: 6 Lakh
	Number of HFR	400	200	Category B: 3 Lakh
	Number of HMIS	-	-	
	Number of Health Record Linked	20,000	10,000	
Phase 6 (High Adoption)	Number of HPR	750	375	Category A: 8 Lakh
	Number of HFR	600	300	Category B: 4 Lakh
	Number of HMIS	-	-	
	Number of Health Record Linked	1,00,000	50,000	

\*After Completion of Phase 1 and upon Submission of **Bank Guarantee for 25% of Project Value**, Mobilization Fund for Microsites Implementation may be Released by State Mission Director, ABDM.

\*\* All figures are Cumulative.

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## Section - III: Instruction to Bidders

### 3.1 Objectives of this RFP

Through this RFP State Mission Director, ABDM J&K invites proposals from reputed entities (hereafter referred to as 'Bidders') which meet the eligibility criteria and can deliver the scope specified in this RFP. The information in RFP is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

### 3.2 General Instructions

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFP.
2. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of State Mission Director, ABDM J&K
5. State Mission Director, ABDM J&K may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of State Mission Director, ABDM J&K
6. This RFP document is non-transferable.
7. The RFP should not be used to market the bidder's product or services.

### 3.3 Availability of RFP Document

Detailed Request for Proposal is available on e-Procurement Portal of J&K viz., <https://jktenders.gov.in> and ABDM J&K's website <https://abdmjk.in> and can be downloaded therefrom. It can also be downloaded from Health & Medical Education Department J&K's website <https://hme.jk.gov.in>. **However, it shall be carefully noted that response to RFP can be submitted online only through e-Procurement Portal of J&K viz., <https://jktenders.gov.in>.**

### 3.4 Clusters of Microsites

Microsites under the U T J&K have been divided into the following clusters. **Post Technical Evaluation, the Award of Contract to an Interface Agency will be for the Entire Cluster and Not for any One Microsite.**

S. No.	Cluster	Name of Microsite(s)	Category ( A/B )
1	Cluster - 1	1. Srinagar, Ganderbal, Baramulla 2. Jammu, Samba, Udhampur	Both the Microsites are in Category – A

### 3.5 Instructions for Bidders

- i. As part of the Bidding Process, interested parties who fulfill the Minimum Eligibility Criteria as set forth in this RFP are being called upon to submit their Bids in accordance with the Bidding Documents.
- ii. The Bid shall be valid for a period of not less than **60 (Sixty) days** from the Bid Due Date.
- iii. Any queries or request for additional information concerning this RFP shall be submitted through e-mail before the last date of receiving queries. The email shall clearly bear the following identification/ title:  
***Query for "RFP for Selection of Interface Agencies for Microsite Implementation in Jammu & Kashmir"***.
- iv. The bids would have 2 major components. First document would be a **Qualification bid** having all the required documents for ensuring the eligibility of the bidding entity as mentioned in Section 3.6. The second part would be a **Technical Bid**, having all the necessary documents required for Technical Evaluation of criteria as mentioned in Section 5.7. **Only the entities which have submitted Complete Qualification Bid and found Eligible (Qualified Bidder) will be considered for Technical Evaluation.**
- v. The bidder shall upload/submit following documents as part of their **Qualification Bid**:
  - a. Certificate of Registration, Memorandum of Association and Articles of Association or Incorporation certificate or Partnership Deed or Registration Certificate as applicable to the bidding entity.
  - b. Statutory Auditor/ CA Certificate of the Bidder clearly specifying the turnover for the specified years or Copy of the audited annual financial statements (AFS). AFS copy should have the auditor's name and signature on the statements (Balance sheet/ P & L etc.).
  - c. Scanned copy of Tender Fee with original hard copy submitted to the State Mission Director, ABDM J&K.
  - d. Self- declaration of not being blacklisted/ debarred by any Central/State Government, or any entity controlled by it, from participating in any project, and if the bar subsists as on the date of the Bid, the Bidder would not be eligible to submit the Bid.
  - e. General information of Bidder (as per format provided in section 6.2.2).
- vi. While submitting the bid, the bidder shall pay a non-refundable **Tender fee of INR 10,000/- (Rupees Ten Thousand only)**.
- vii. The payment amount mentioned in section 2.4 is inclusive of applicable government levies/ taxes including GST. While requesting payments, the interface agencies would include the

applicable taxes in the invoice.

- viii. The Bidders need to ensure that they strictly adhere to the conditions stipulated in this RFP while submitting the Bid. Any manipulation/non-adherence of terms and conditions if found at any stage will not only lead to termination of the Contract but will also ensure blacklisting of the firm as well as the firm being debarred from participating in any of the other tenders/ EoI by State Mission Director, ABDM J&K and NHA.
- ix. The Total Duration of the Project would be One **(1) Year** commencing from the Date of Contract Agreement/ MoU between State Mission Director ABDM J&K and the selected Interface Agency.
- x. State Mission Director, ABDM J&K would make payments to the Interface Agency in accordance with the targets mentioned under each Phase of the Microsite journey as mentioned in Section 2.4. It is to be noted that payments to the interface agency may only be released on complete achievement of all targets under each Phase. If the interface agency fails to achieve targets mentioned under any phase during the project period, corresponding payment of that phase and all other subsequent phases, will not be released.

### 3.6 Eligibility Criteria

Bids from those entities who would fulfill all the eligibility criteria as mentioned below will be considered for technical bid evaluation.

S. No.	Eligibility Criteria	Document Proof to be Submitted
<b>Registered legal entity</b>		
1.	<p>The bidder should either be one of the following:</p> <ul style="list-style-type: none"> <li>a. Company registered under the Indian Companies Act, 2013 or any other previous Company Law as per Section 2 (20) of the Indian Companies Act 2013.</li> <li>b. Association of Persons/ Body of Individuals or Sole Proprietorship Firms/ Organizations</li> <li>c. Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their Registered Office in India.</li> </ul>	<ul style="list-style-type: none"> <li>a. Copy of certificate of Registration of entity/Firm/company</li> <li>b. Copy of certificate of Incorporation along with copy of Memorandum and Articles of Association.</li> <li>c. Copy of GST Registration Certificate issued by GSTN Authorities.</li> <li>d. Copy of PAN Card.</li> </ul>

S. No.	Eligibility Criteria	Document Proof to be Submitted
	d. NGO registered as a Trust under Indian trust act 1882. e. Society under Society's Registration Act.	
<b>Financial Capability</b>		
2.	Minimum Average Annual Turnover (Overall) of the Bidder should be at least <b>INR 1 Crore</b> in any 3 (three) of the last 5 (five) Financial Years (F.Y. 2022-23, FY 2021-22, FY 2020-2021, FY 2019-20 and FY 2018-19).	Statutory Auditor/ CA Certificate of the Bidder clearly specifying the Turnover for the specified years.  AND  Copy of the Audited Annual Financial Statements (AFS). AFS copy should have the Auditor's Name and Signature on the Statements (Balance Sheet/ P&L etc.). No website downloads or link to be provided
<b>Non-Blacklisted and Non-Debarred</b>		
3.	As on date of submission of the proposal, the Bidder's firm should not be blacklisted or banned by any Ministry/ Department/ Attached Offices/ Sub-Ordinate Offices under Government of India and any State Government, Autonomous Bodies (established by Central/ State Govt), any Central/ State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Self-Declaration by the Authorized Signatory as per the format mentioned at <b>Section 6.2.6.</b>
4.	As on date of submission of the proposal, the Bidder should not be debarred under the conditions specified in Section 3.9 (Debarment from Bidding) of the RFP.	Self-Declaration by the Authorized Signatory as per the format mentioned at <b>Section 6.2.7</b>

### **3.7 Bid Preparation Costs**

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities/ participation in meetings/ discussions/ presentations, preparation of proposal and in providing any additional information required by State Mission Director, ABDM J&K to facilitate the evaluation process.
2. State Mission Director, ABDM J&K will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. This RFP does not commit State Mission Director, ABDM J&K to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of the award or for preparing this RFP.
4. All materials submitted by the bidder will become the property of State Mission Director, ABDM J&K and may be returned completely at its sole discretion.

### **3.8 Consortium and Sub-Contracting**

Bidding as a consortium and sub-contracting of any services is **Not Allowed** for implementation of any component under the scope of this project.

### **3.9 Debarment from Bidding**

1. The bidder shall be debarred if they have been convicted of an offense –
  - a. Under the Prevention of Corruption Act, 1988; or
  - b. The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under this section, or any successor of the bidder shall not be eligible to participate in the procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

### **3.10 Authorized Signatory and Authentication of Bids**

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution as per the format mentioned in Section 6.2.10. The power of attorneys/board resolution of the Bidder must be submitted along with the proposal.

### **3.11 Language**

The Proposal must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall be considered final.

### **3.12 Complete and Compliant Responses**

1. Bidders are advised to study all instructions, forms, requirements, and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must -
  - a) Include all documentation specified in this RFP;
  - b) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
  - c) Comply with all requirements as set out in this RFP.

### **3.13 Late Bids**

1. All Bidders are required to submit their bids (complete in all respects) within the time and date specified in Section I. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by Telex/ Telegram/ Fax/ e-mail/ manually etc. shall not be considered. No correspondence will be entertained on this matter. State Mission Director, ABDM J&K shall not be responsible for any delay or non-receipt/non- delivery of the documents. No further correspondence on the subject will be entertained. State Mission Director, ABDM J&K reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission has to be made electronically, on e-Procurement Portal of J&K viz., <https://jktenders.gov.in>, it is advised that the bidders shall take all necessary precautions for the same, including submitting the Bid well in advance to avoid any last-minute hassles. State Mission Director, ABDM J&K shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. State Mission Director, ABDM J&K may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum or by intimating all bidders, in writing or through email. In such case all rights and obligations of State Mission Director, ABDM J&K and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **3.14 Proposal Submission Format**

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 6.2 (Bid Submission Format) for the format for Proposal Submission.

### **3.15 Amendment of the RFP**

At any time prior to the deadline for submission of proposals, the State Mission Director, ABDM J&K, for any reason, may modify the RFP by amendment/ corrigendum and it shall publish the same on e-Procurement Portal of J&K viz., <https://jktenders.gov.in> as well as ABDM website [https:// abdmjk.in](https://abdmjk.in). Such amendments shall be binding on the Bidders. Bidders are requested to regularly visit these portals/ websites and check for themselves regarding any addendum/corrigendum issued to the RFP. State Mission Director, ABDM J&K shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s).

### **3.16 Bid Validity**

Bids must remain valid upto Sixty (60) days from the last date of submission of the Bids. State Mission Director, ABDM J&K may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests.

### **3.17 Right to the Content of Proposal**

All bids and accompanying documentation of the bid proposal will become the property of State Mission Director, ABDM J&K and will not be returned after opening of the bid proposals. State Mission Director, ABDM J&K is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. State Mission Director, ABDM J&K shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### **3.18 Disqualification**

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal.
2. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
3. The Proposal is received in an incomplete form.
4. The Proposal is received after the due date and time.
5. The Proposal is not accompanied by all the requisite documents.
6. The Proposal is submitted without the bid security declaration as per the format specified in the RFP.

7. The information submitted in the proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.

### **3.19 Fraud and Corrupt Practices**

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 RFP, the State Mission Director, ABDM J&K shall reject a proposal 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, State Mission Director, ABDM J&K shall, without prejudice to its any other rights or remedies, forfeit the bank guarantee, as the case may be.
2. Without prejudice to the rights of State Mission Director, ABDM J&K under clause above and the rights and remedies which the State Mission Director, ABDM J&K may have under the Agreement, if a Bidder is found by State Mission Director, ABDM J&K 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 Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by State Mission Director, ABDM J&K during a period of 3 years from the date such Bidder is found by State Mission Director, ABDM J&K 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.
3. For the purposes of this Section, 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 State Mission Director, ABDM J&K who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, 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 State Mission Director, ABDM J&K 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 LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of State Mission Director, ABDM J&K 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 State Mission Director, ABDM J&K 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 the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

### **3.20 Right to Terminate the Process**

1. State Mission Director, ABDM J&K may terminate the RFP process at any time and without assigning any reason. State Mission Director, ABDM J&K makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by State Mission Director, ABDM J&K. Bidder's participation in this process may result in short listing the bidders.

### **3.21 Conflict of Interest**

- 1) The Bidder shall not have a conflict of interest that may affect the selection process (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified.
- 2) State Mission Director, ABDM J&K requires that bidders provide professional, objective, and impartial services and at all times hold the State Mission Director, ABDM J&K’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidders 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 State Mission Director, ABDM J&K.

- 3) Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - c) 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 Proposal of either or each of the other Bidder; or
  - d) There is a conflict among this and other assignments of the bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidders will depend on the circumstances of each case. While providing services to the State Mission Director, ABDM J&K for this particular assignment, the bidders shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- 4) In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the State Mission Director, ABDM J&K as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The State Mission Director, ABDM J&K shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.
- 5) The entity shall disclose to the State Mission Director, ABDM J&K in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Interface Agency or the Interface Agency's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

### **3.22 State Mission Director, ABDM's Right to Accept or Reject any or all Proposals**

State Mission Director, ABDM J&K reserves the right to accept or reject any proposal, and to annul the tendering process /Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

### **3.23 Bank Guarantee**

A Security Deposit of 3% of the project value for Category 'A' and Category 'B' Microsite in form of irrevocable Bank Guarantee valid for 60 (Sixty) days beyond the period of contract

agreement shall be submitted by the Interface Agencies after sending their acceptance to the Letter of Award of Contract.

Another Security Deposit of 25% of Project value for Category 'A' and Category 'B' Microsite in form of irrevocable Bank Guarantee would also need to be submitted by the Interface Agencies after sending their acceptance to the Letter of Award of Contract (AoC). The SMD may release the mobilization advance of 25% of Project Value for Category 'A' and Category 'B' Microsite only after receipt of this Bank Guarantee. Upon successful completion of Phase-2 milestones as mentioned in Section 2.4, this 25% Bank Guarantee shall be returned to the Interface Agency.

Bank Guarantees for each Microsite in a Cluster shall be submitted separately by the concerned Interface Agency. Bank guarantee submission format is provided in Section 6.2.9.

### **3.25 Confidentiality**

Information relating to the examination, clarification and any other purpose of the RFP shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its proposal.

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## Section - IV: Scope of Services

### 4.1 Role of Interfacing Agency

An agency will be responsible for overall implementation of Microsite in the designated area of the Microsite as mentioned in Section-II of this document and further elaborated in the contract agreement. The Interface Agency would provide support by employing field force to implement the Microsite on ground while working closely with the development partner under the directions of the State Mission Director, ABDM J&K. The core scope of work of interface agency would include but will not be limited to following:

1. Listing, mapping and prioritization of private healthcare providers (GPs, informal providers, chemists, laboratories).
2. Engaging directly with healthcare professionals and making them aware about ABDM and its benefits.
3. Establishing and sustaining effective, positive relationships that are valued by the engaged private providers.
4. Required capacity building efforts undertaken for the field force, regarding ABDM and the various ABDM certified solutions.
5. Training of private providers as necessary, via modalities that are convenient to them.
6. To ensure registration of the facility on Health Facility Registry (HFR), registration of the healthcare professional(s) in the facility on Healthcare Professionals Registry (HPR).
7. Facilitating installation of an ABDM certified solution at the facilities.
8. Ensuring subsequent active use of the solution in the facility post installation, to link the health records generated, with the ABHA/ ABHA address of the patient in the microsite.
9. Outreach activities through workshops for professionals, awareness building activities with health professionals.
10. Liaison with the technical team to troubleshoot any issues being faced on the field.
11. Provide a status report from the field to the State Mission Director, ABDM J&K to monitor progress, and extend all support to the State Mission Director, ABDM J&K and State/ UT ABDM Office, as needed, to run the Microsite.

Further details regarding scope of services can be found in the Operational Guidelines for Activation of Microsite released by NHA which can be accessed at [https://abdm.gov.in:8081/uploads/Addl\\_CEO\\_letter\\_and\\_Microsite\\_Guidelines\\_7d16822da9.pdf](https://abdm.gov.in:8081/uploads/Addl_CEO_letter_and_Microsite_Guidelines_7d16822da9.pdf)

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# Section – V: Process of Selection of Interface Agency

## 5.1 Pre-Bid Queries

Intended participants may submit their requests for clarification (pre-bid queries), if any, regarding this RFP to the State Mission Director, ABDM J&K as per the submission mode and timelines mentioned in Section I. Pre-bid queries must be submitted in the format as mentioned in Section 6.1s (Template for Pre-Bid Queries) of this RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by State Mission Director, ABDM J&K State Mission Director, ABDM J&K reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

## 5.2 Pre-Bid Meeting

State Mission Director, ABDM J&K may organize a **Virtual Pre-bid Meeting** with the prospective bidders on **18<sup>th</sup> October 2023 at 1500 Hours (03.00 PM)**, as per details provided in section 1 and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only persons, duly authorized by the bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

1. The representatives of the interested organizations shall attend the pre-bid conference at their own cost.
2. Only people, duly authorized by the interested organization, will be allowed to participate in the pre- bid conference. A maximum of two (2) representatives shall be allowed to attend the pre-bid conference.
3. **The Authorized Signatory of bidder shall indicate to the State Mission Director, ABDM J&K, names of the Individuals who will be attending the Virtual Pre-bid Meeting on behalf of the interested Organization, alongwith request for virtual Pre-Bid Meeting, via e-mail at: [amd.abdmjk@gmail.com](mailto:amd.abdmjk@gmail.com) by or before 16<sup>th</sup> October 2023. The link of Virtual pre-Bid Meeting will be shared on 17<sup>th</sup> October 2023.**

## 5.3 Responses to Pre-Bid Queries and Issue of Corrigendum

1. State Mission Director, ABDM J&K will endeavor to provide a timely response to all the queries. However, State Mission Director, ABDM J&K makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, State Mission Director, ABDM J&K may, for any reason, whether at its own initiative or in response to a clarification requested

by a prospective Bidder, modify the RFP document. Any modifications of this RFP, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by State Mission Director, ABDM J&K exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

3. The Corrigendum (if any) & clarifications to the queries from all bidders will be published **on the <https://jktenders.gov.in> and [https:// abdmjk.in/](https://abdmjk.in/).**
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, State Mission Director, ABDM J&K may, at its discretion, extend the last date for the receipt of RFP Proposals.

#### **5.4 Bid Submission Format**

1. The bids are to be submitted electronically on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid. The bid submission format is available as annexure...
2. This RFP process will be administered through **<https://jktenders.gov.in>**. The bidders are required to submit copies of their bids electronically.
3. For the purpose of bid proposal evaluation State Mission Director, ABDM J&K may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the Letter of Award (LoA).
4. The Bidder should take into account any corrigendum to this RFP document that may have been published before submitting their Proposals.
5. The proposal should have complete documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of State Mission Director, ABDM J&K.
6. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal. The bid format has been mentioned in Section 6.2 of this RFP.
7. The bids would have 2 major components. First document would be a **Qualification bid** having all the required documents for ensuring the eligibility of the bidding entity as mentioned in Section 3.6. The second part would be a **Technical Bid**, having all the necessary documents required for Technical Evaluation of criteria as mentioned in Section 5.7. **Only such Participating entities who submit complete Qualification Bid and found eligible therein will be considered further for Technical Evaluation.**
8. The bids should also be accompanied with following documents:

S. No.	Document Name	Contents
1.	Power of Attorney/ Board Resolution	Power of Attorney/ Board Resolution as per Section 6.2.10 (Authorized Signatory and Authentication of Bids)
2.	Bid Security Declaration	Scanned Copy of Bid Security Declaration (Original Bid Security Declaration to be submitted in a sealed cover at State Mission Director, ABDM J&K office) as per Section 6.2.8 of this RFP
3.	Bid Document	1. Qualification Bid 2. Technical Bid
4.	Other Documents	1. Bid submission Letter 2. Profile of Bidder 3. Proposal Checklist 4. Self-declaration format for a. Bidder's total work experience b. Non-Blacklisting c. Non debarment

9. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
10. Each document submitted by the bidder in proposals must be duly signed by the authorized signatory.

## 5.5 Evaluation of Qualification Bids

### I. Opening of Proposals

The proposals will be opened by State Mission Director, ABDM J&K (or Evaluation Committee, if constituted) in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidder to identify their bonafide for attending the opening of the proposal.

- a. Date and time for opening the bidder's proposal are mentioned in the Section-I.
- b. The Evaluation Committee will first evaluate the qualification bids. Only those entities who would be found eligible as per the criteria laid out in Section 3.6, will be considered for Technical Evaluation.

### II. Preliminary Examination of Proposals

- a. Evaluation Committee ABDM will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are

generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the State Mission Director, ABDM J&K and shall not be included for further consideration.

- b. Initial proposal scrutiny will be held, and the proposals shall be treated as non-responsive, if they are:
  - i. Not submitted in the format as specified in this RFP document;
  - ii. Found with suppression of details;
  - iii. Submitted with incomplete information;
  - iv. Submitted without the documents required under this RFP;
  - v. Non-compliant to any of the clauses mentioned in this RFP;
  - vi. Lesser validity period than that prescribed in this RFP

### **III. Clarification on Proposals**

During the Proposal/ Bid evaluation, State Mission Director ABDM J&K may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

### **IV. Evaluation of Qualification Bids**

Qualification Bids of all Bidders shall be evaluated by the Evaluation Committee as to whether they are responsive in terms of Minimum Eligibility Criteria as set forth in section 3.6 of this RFP for undertaking the Project (“Qualification Bid”).

**Technical Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Requirements (the “Qualified Bidder(s)”) would be opened and evaluated for the purpose of identifying the Selected Bidder for the Project.**

#### **5.6 Evaluation of Technical Bids**

1. Technical Bids will be opened by the Evaluation Committee for all the bidders found eligible post review of Qualification bids (Qualified Bidder) in the presence of Bidders or their representatives who may be present at the time of opening.
2. Bidders’ response to the technical evaluation criteria shall be evaluated in accordance with the criteria specified in section 5.7 of this RFP. A checklist must be created in the bids with proper page-wise indexing of all supporting documents and to be uploaded by bidders in their proposal.
3. Each Qualified Bidder will have to make a Technical Presentation showcasing their experience and expertise and how they plan to implement and operationalize the Microsites. The technical presentation should preferably be made in a physical meeting, but

for those bidders who would be unable to travel for a physical meeting, State Mission Director, ABDM J&K may also allow the provision of a virtual presentation.

4. No correspondence will be entertained outside the process of evaluation with State Mission Director, ABDM J&K.
5. If required, the State Mission Director, ABDM J&K may ask for meetings with the bidders or may issue in writing/ email to seek clarifications on their proposals.
6. During evaluation of proposals, the State Mission Director, ABDM J&K reserves the right to reject any or all the proposals. Each of the Proposals will be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the State Mission Director, ABDM J&K shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP. The State Mission Director, ABDM J&K reserves the absolute right to check/ validate the authenticity of the information provided in the evaluation criteria and the requisite support must be provided by the Bidder.
7. If the bidders will score above the 70% cut-off value during the technical evaluation, only then their bids will be considered for award of contract. In the situation where two or more bidders score the same percentage in the Technical Evaluation, a tiebreak mechanism (based on presentation or interview) may need to be implemented.
8. Decision of the State Mission Director, ABDM J&K in evaluation of proposals shall be final, and binding on all the parties.

### 5.7 Technical Bid Evaluation Criteria

Selection of Interface Agency(ies) for the project will be based solely on 'Technical Evaluation' of Responses to the RFP.

This section provides details on the Technical Evaluation Criteria on which Responses to RFP will be evaluated.

Table B: Technical Evaluation Criteria			
S. No.	Criterion	Max Marks	Scoring Pattern
1	Domain Area Expertise	30	Experience of working in any Public Health Program for Central/ State Government = <b>30 Marks</b>
			Experience of working in any other Social* Program for Central/ State Government = <b>20 Marks</b>
			Experience of working for any Health/ Non-Health Social Program* for Non-Government Entity = <b>10 Marks</b>
2.	Relevance of Previous work experience	30	Worked on Private Sector Engagement and Private Practitioner outreach for any Government Entity = <b>30 Marks</b>
			Worked on Private Sector Engagement or Private Practitioner outreach for any Government Entity = <b>20 Marks</b>

<b>Table B: Technical Evaluation Criteria</b>			
<b>S. No.</b>	<b>Criterion</b>	<b>Max Marks</b>	<b>Scoring Pattern</b>
			Worked on Private Sector engagement or Private Practitioner outreach for any Non-Government entity = <b>10 Marks</b>
3.	Organizational capacity	30	Average Annual Turnover** more than 2 Crore = <b>30 Marks</b>
			Average Annual Turnover** more than 1.5 Crore = <b>20 Marks</b>
			Average Annual Turnover** more than 1 Crore = <b>10 Marks</b>
4.	Geographical relevance	10	Previous experience of working for Minimum 1 year in the same State = <b>10 Marks</b>
			Previous experience of working for Minimum 1 year in other State = <b>5 Marks</b>
5.	Concept Note and Technical Presentation	50	Concept Note = <b>25 Marks</b> Concept Note should have details on 1. Approach and Methodology 2. Work Plan 3. Organization and Staffing Concept Note format as per section 6.2.4  Technical Presentation = <b>25 Marks</b>
	<b>Total</b>	<b>150</b>	

\*Social Program includes work performed for the Department of Education, Urban/ Rural Development, Swachh Bharat Mission, Panchayati Raj etc.

\*\* Average Annual Turnover: Average Turnover during 3 of the last 5 Financial Years which were considered for qualification bid.

## **5.8 Bid Evaluation**

Only the bidders scoring a minimum of 70% in the Technical Evaluation Criteria will be eligible for award of contract. In the situation where two or more bidders score the same percentage in the Technical Evaluation, a tiebreak mechanism (based on presentation or interview) may need to be implemented.

- a) The bidder scoring the highest marks in technical evaluation shall be considered as Q1.
- b) For the purpose of allocation of clusters as stipulated in section 3.4, the Q1 bidder shall be asked to choose any one of the clusters available for implementation.
- c) For second award, the second highest scorer (Q2) shall be asked to choose the next available cluster.
- d) Thereafter, for subsequent clusters, bidders starting with third lowest bid (Q3) shall be asked to choose the next available cluster and so on.
- e) However, in case Q2 or Q3 or subsequent bidders do not agree to implement the remaining cluster, Q1 may again be given the choice to choose the remaining cluster for implementation.

## 5.9 Award of Contract

- i. State Mission Director, ABDM J&K will award the contract for conducting Microsite activity in all the Microsites of one Cluster to one Interface Agency. Letter of Award (LoA) will be issued by the State Mission Director, ABDM J&K to the concerned Interface Agency.
- ii. **Within 10 Days of from the Issuance of LoA**, the successful Bidder shall communicate their acceptance to the State Mission Director, ABDM J&K
- iii. Additionally, State Mission Director, ABDM J&K may place 1 more Interface Agency in the **waitlist for 1 month** from the date of issuing Letter of Award.
- iv. The Contract Agreement shall be for duration of **1 year from the Start/ Effective Date** of Contract Agreement.
- v. **Within 15 days of the acceptance of LoA** by the respective Interface Agencies, following irrevocable Bank Guarantees shall be submitted by the contracted Interface Agencies
  - a. Bank Guarantee of 3% of Project value for concerned Microsite, valid for sixty days beyond the period of contract.
  - b. Bank Guarantee of 25% of Project value for concerned Microsite, valid till completion of Phase-2 is validated by the State Mission Director, ABDM J&K.
- vi. Within 5 days of submission of the Bank Guarantee, the Agencies shall sign the contract agreement with State Mission Director and the Non-Disclosure Agreement (NDA).
- vii. Failure of the successful bidder to agree to the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award. In such a case, the State Mission Director, ABDM J&K shall forfeit the Bank Guarantee submitted by the Bidder.

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## Section - VI: Annexures

### 6.1 Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in Microsoft (MS) excel in the following format-

#### Sheet 1: Bidder's Information

Information Sought	Bidders' details
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

**Note:** Please paste the table above in email body as well

#### Sheet2: Clarification Requested/ Format for Pre-bid Query Submission

#	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder

1. Page Number – Page Number of this RFP as reflected at the top center of each page. The bidders to mention only the page number. Ex. '29' as page number and not '29 of 156'.

a) Section No. – Example– '8' and not 'Section 8'

b) Section Name – Example – Scope of Work (Should be exactly the same as provided in RFP)

**Note:**

1. The queries are to be submitted in the format provided above only and as per schedule (refer Section 2 (fact sheet)) only. The bidders ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the State Mission Director, ABDM J&K shall not be responsible for the same and such queries may be discarded from providing any response.
2. The bidders to ensure that **no cell merging (in excel)** is done by them while preparing the query.
3. The bidders ensure that each of the queries submitted by them is unique and **no duplicate query** is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due- diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to State Mission Director, ABDM J&K

## 6.2 Bid Proposal Format

Following are 2 Major Components of Response to RFP to be submitted by each of the intended participants:

1. Qualification Bid
2. Technical Bid

Bid shall also be accompanied by following Documents -

5. Bid Submission Letter
6. Profile of Bidder
7. Proposal Checklist
8. Self-declaration format for
  - a. Bidder's Total Work Experience
  - b. Non-Blacklisting
  - c. Non-Debarment
  - d. Bid Security Declaration
  - e. Power of Attorney Certificate

### 6.2.1 Bid Submission Letter

<No.....>

<Location, Date>

To

State Mission Director,  
Ayushman Bharat Digital Mission  
Jammu & Kashmir

Subject: Submission of the bid for RFP for <.....>

Dear Sir,

We, the undersigned, offer to provide the services of the Interface Agency with reference to your Request for Proposal dated <insert date> and our Proposal.

We hereby declare that all the information and statements made in our bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days from the last date of bid submission i.e., <insert last date> as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive. Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date

## 6.2.2 Profile of Bidder

Following details are to be submitted by the intended participants:

S. No.	Particulars	Bidder's Response
1	Company Name	
2	Year of Establishment	
3	Registered/ Incorporated in India (Yes or No)	
4	PAN	
5	GST	
6	CIN	
7	Contact Name and position	
8	Head Office Address	
9	Mobile (of contact person)	
10	Telephone (of contact person)	
11	Fax Number (of contact person)	
12	Email Address (of contact person)	
13	Brief Description of the Organization	
14	Office Address	
15	Certification	

### **6.2.3 Proposal Checklist**

Bidders are required to submit their compliances to the Minimum Eligibility Requirements in Qualification Bids and evaluation criteria for Technical Bids along with few other documents as mentioned in section 5.4. A checklist for all the submitted documents is required.

### **6.2.4 Concept Note**

The Concept Note can be divided into the following three chapters:

#### **1. Approach and Methodology.**

To explain understanding of the objectives of the Assignment/job, approach to the Assignment/ job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Bidder should highlight the problems being addressed and their importance and explain the technical approach they would adopt to address them. Bidder should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

#### **2. Program Management and Work Plan**

The Agency should propose and justify the main activities of the Assignment/ job, their content and duration, phasing and interrelations, milestones (including interim approvals by Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Work and ability to translate them into a feasible working plan. A list of the final documents, including reports, and tables to be delivered as final output, should be included here.

#### **3. Organization and Staffing**

The Agency should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/ job, the key expert responsible, and proposed technical and support staff.

## 6.2.5 Self Declaration of Bidder’s Experience

1. In this section the Bidder should provide their experience in various competency areas as required for evaluation.
2. For each of the citations the bidder shall provide details of a single point of contact (on the client’s side) in for reference. State Mission Director, ABDM J&K reserves the right to clarify on the citations from bidders’ clients.
3. The Bidder should submit credentials that best illustrate ability to provide the services required as per the evaluation criteria only.
4. Bidders can submit a maximum of up to 6 citations for the evaluation.
5. The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from tender conditions.

S. No.	Particulars	Bidder’s Response
1	Name of Bidder entity	
2	Assignment Name	
3	Name of Client	
4	Bidder’s SPOC at client location (Name and Contact details)	
5	Client Contact Details <i>(Contact Name, Address, Telephone Number)</i>	
6	Roles/Designation of the resources deployed - ONLY SIMILAR TO THE ROLES required in this RFP	
7	Details of the State/ UTs where the resources are deployed under this project	
8	Narrative description of the services provided.	
9	Total cost of the project (only provide the total payout made to the bidders by the client, as on date of bid submission)	
10	Documentary evidence as required- Work Order/ Purchase Order/ Contract	

Sincerely,

(Signature)

(Name and Signature of Authorized Signatory)

(Name, Stamp, and Signature of Statutory Auditor)

## 6.2.6 Self Declaration for Non-Black Listing

Following Certificate is to be provided by intended participants:

**<To be Printed on Company Letterhead>**

We confirm that our Company\_\_\_\_\_as on date of submission of the proposal is not blacklisted or banned by any Ministry/ Department/ attached Offices/ Subordinate Offices under Government of India/ any State Government, Autonomous Bodies (established by Central/ State Govt), any Central/ State PSUs in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Authorized Signatory)

## 6.2.7 Self Declaration for Non-Debarment

Following Certificate is to be provided by intended participants:

**<To be printed on Company letterhead>**

We confirm that our company\_\_\_\_\_as on date of submission of the proposal is not convicted of an offense under-

- a) The Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Sincerely,

(Signature)

(Name and Signature of Authorized Signatory)

**6.2.8 Bid Security Declaration**

<No.....>

<Location, Date>

To  
State Mission Director  
Ayushman Bharat Digital Mission  
Jammu & Kashmir

**Dear Sir,**

I/ We, the undersigned, declare that-

1. I/ We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/ We accept that I/ We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I/ We are in a breach of any obligation under the bid conditions, including the following-
  - a) I/ We have withdrawn or modified or amended, impairs or derogates our proposal/ bid from the RFP during the period of bid validity (i.e., 60 days from the last date of bid submission) specified in the RFP or for its extended period (if any); or
  - b) If I/ we are found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
  - c) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity and that I/we-
    - i. fail or reuse to execute the contract and/or
    - ii. fail or refuse to furnish the Empanelment Security Deposit or fails or refuse to submit the Empanelment Security Deposit within the stipulated deadline.
2. I/ We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-
  - i. the receipt of your notification of the name of the successful Bidder; or
  - ii. thirty days after the expiration of the validity of my/our Bid.

Yours' sincerely,  
(Authorized Signatory)

Signature:  
Name & Designation:  
Address:  
Seal & Date:

WITNESS (Two)-

.....  
(Signature)

.....  
(Name)

.....  
(Signature)

.....  
(Name)

**6.2.9 Bank Guarantee Format**

(To be Stamped in accordance with Stamp Act)

The Non-Judicial Stamp Paper should be in the Name of Issuing Bank

Ref: Bank Guarantee No.: Date:

To,  
State Mission Director  
Ayushman Bharat Digital Mission  
Jammu & Kashmir

Dear Sir,

- i. In consideration of the Microsite Program, on behalf of the State Mission Director, ABDM \_\_\_\_\_ on behalf of ABDM, (hereinafter referred to as the 'SMD' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having empaneled M/s..... with its Registered/ Head Office ..... (hereinafter referred to as the SERVICE PROVIDER which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Intent No.:..... dated ..... and the same having been acknowledged by the SERVICE PROVIDER, resulting in a Contract, bearing No..... for..... (Scope of Contract) and the SERVICE PROVIDER having agreed to provide an Empanelment Security Deposit for the faithful performance of the entire Contract.
- ii. We..... (Name & Address of Bank Branch) having its Head office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the SERVICE PROVIDER merely on a demand from the SMD stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SMD by reason of breach by the said SERVICE PROVIDER(s)' of any of the terms or conditions contained in the said Agreement or by reason of the SERVICE PROVIDER (s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the SMD and the SERVICE PROVIDER or any dispute pending.
- iii. We agree that the guarantee herein contained shall be irrevocable and shall continue to

be enforceable till the SMD discharges this guarantee.

- iv. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract Agreement by the SERVICE PROVIDER. The SMD shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SERVICE PROVIDER, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract Agreement between the SMD and the SERVICE PROVIDER or any other course or remedy or security available to the SMD. The Bank shall not be released of its obligations under these presents by any exercise by the SMD of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHA or any other indulgences shown by the SMD or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
- v. The Bank also agrees that the SMD at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the SERVICE PROVIDER and notwithstanding any security or other guarantee the NHA may have in relation to the SERVICE PROVIDER's liabilities.
- vi. This guarantee will not be discharged due to the change in the constitution of the Bank or the SERVICE PROVIDER.
- vii. Notwithstanding anything contained hereinabove:
  - a. Our liability under this guarantee is restricted to INR. .... (Amount in words).
  - b. This Bank Guarantee will be valid up to .....; and
  - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its Authorized Officer, has set its hand and stamp on this..... day of.....2023 at.....

WITNESS  
 .....  
 (Signature)  
 .....  
 (Name)  
 .....

WITNESS  
 .....  
 (Signature)  
 .....  
 (Name)  
 .....

(Official Address)  
 (Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....

**6.2.10 Power of Attorney**

(On Non – Judicial Stamp Paper of Rs.1000/- duly attested by Notary Public)

Know all men by these presents, We, \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. \_\_\_\_\_/ Ms. \_\_\_\_\_(Name), Son/ Daughter/ Wife of \_\_\_\_\_and presently residing at \_\_\_\_\_, who is {presently employed with us and holding the position of \_\_\_\_\_,} as our True and Lawful Attorney (hereinafter referred to as the 'Attorney') 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 Selection of Interface Agency in Microsite Project including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information/ responses to the State Mission Director, ABDM \_\_\_\_\_, representing us in all matters before the State Mission Director, ABDM \_\_\_\_\_, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the State Mission Director, ABDM \_\_\_\_\_ in all matters in connection with or relating to or arising out of our bid for the Services and/ or upon award thereof to us and/ or till the entering into of the Contract with the State Mission Director, ABDM \_\_\_\_\_ or any entity representing the State Mission Director, ABDM \_\_\_\_\_. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred 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)

Witnesses:  
(Name, Title and Address)  
1.  
2.

Accepted

.....

**Note:**

- i. The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an Authorized Director of the bidder/ agency signs the bid, a certified copy of the appropriate Resolution/ Document conveying such Authority may be enclosed in lieu of the Power of Attorney (PoA).

-----XXX-----