

National Health Agency
Ministry of Health and Family Welfare
Government of India

**SELECTION
OF
Technical Consultant**

**Request for Qualification (RFQ)-cum-Request for
Proposal (RFP)**

**for
Procurement of a
Project Management Consultant for ABNHPM
at
National Health Agency**

July, 2018

DISCLAIMER

1. RFQ-cum-RFP document is neither an agreement nor an offer by the National Health Agency (NHA) (the “Client”) to the prospective Applicants or any other person. The purpose of this RFQ-cum-RFP is to provide information to the interested parties that may be useful to them in formulation of their proposals pursuant to this RFQ-cum-RFP.
2. The Client does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ-cum-RFP document and it is not possible for the Client to consider particular needs of each party who reads or uses this RFQ-cum-RFP document. This RFQ-cum-RFP includes statements which reflect various assumptions and assessments arrived at by the Client in relation to this consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFQ-cum-RFP document and obtain independent advice from appropriate sources.
3. The Client will not have any liability to any prospective Consultancy Company/ Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ-cum RFP document, any matter deemed to form part of this RFQ-cum-RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Client or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. Client will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ-cum-RFP.
4. Client will not be responsible for any delay in receiving the proposals. The issue of this RFQ-cum-RFP does not imply that the Client is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and the Client reserves the right to accept/ reject any or all of proposals submitted in response to this RFQ-cum-RFP document at any stage without assigning any reasons whatsoever. Client also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Application in response to this RFQ-cum-RFP.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. Client reserves the right to change/ modify/ amend any or all provisions of this RFQ-cum-RFP document. The amended RFQ-cum-RFP will be made available on website of the Client.

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Glossary

Agreement	As defined in Schedule - 2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Clause 1.1.1 (c) of Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.12.3
Coercive Practice	As defined in Clause 4.3
Conditions of Eligibility	As defined in Clause 2.2
Conflict of Interest	As defined in Clause 2.3
Corrupt Practice	As defined in Clause 4.3
Confidentiality	As defined in Clause 2.22
Consultancy Documents	As defined in Clause 3.9.1 of Schedule-2
Contract	As defined in Clause 1.10
Consultant	As defined in Clause 1.5
Consultancy	As defined in Clause 1.5
CV	Curriculum Vitae
CQCCBS	As defined in Clause 1.10
Deliverables	As defined in SCHEDULE-1: SCOPE OF SERVICES
Data Sheet	As defined in SCHEDULE-3: DATA SHEET
Due Date	As defined in Clause 6.3(b) of Schedule-2:
Dispute	As defined in Clause 9.2.1 of Schedule-2
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 2.2
Financial Proposal	As defined in Clause 2.14
Fraudulent Practice	As defined in Clause 4.3
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.5
LOA	Letter of Award
MCA	Model Concession Agreement
Objective	As defined in Clause 1.4.4
Performance Security	As defined in Clause 2.20

Professional Personnel	As defined in Clause 2.13.7
Prohibited Practices	As defined in Clause 4.1
Proposal Due Date or PDD	As defined in SCHEDULE-3: DATA SHEET
Qualified Applicants	As defined in Clause 1.8.2
Restrictive Practice	As defined in Clause 4.3
RFQ-cum-RFP	As defined in Disclaimer
Scheduled Bank	As specified in RBI Act, 1934
Selected Applicant	As defined in Clause 1.8.2
Selection Process	As defined in Clause 1.8.1
Scope of Services	As defined in Clause 1.4.5
Services	As defined in Clause 1.1.1 (p) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Subject Person	As defined in Clause 2.3.3(a)
Support Personnel	As defined in Clause 2.13.7
Statutory Auditor	An Auditor appointed under Applicable Laws
TOR	Terms of Reference
Technical Proposal	As defined in Clause 2.13
Undesirable Practice	As defined in Clause 4.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

INVITATION FOR PROPOSALS

1. INTRODUCTION

1.1 BACKGROUND

- 1.1.1 The Government of India is committed to ensuring highest possible level of health and well-being for all, through a preventive and promotive health care orientation in developmental policies and universal access to good quality health care services without anyone having to face financial hardship.
- 1.1.2 To fulfil this vision, the Government of India conceptualized ‘Ayushman Bharat’ (Healthy India), a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based health care service. Ayushman Bharat adopts a two-pronged approach. Firstly, the creation of health and wellness centers to bring health care closer to homes. Secondly, the formulation of a **National Health Protection Mission (AB-NHPM)** to protect poor and vulnerable families against financial risk arising out of catastrophic health episodes. The AB-NHPM is one significant step towards achievement of **Universal Health Coverage (UHC)** and Sustainable Development Goal - 3 (SDG3).
- 1.1.3 For focused approach and effective implementation of AB-NHPM, an autonomous entity, the National Health Agency (NHA) was constituted. Established as a Society on 11th May 2018, the National Health Agency is registered under the Society Registration Act, 1860. The State Governments are expected to similarly set up State Health Agencies (SHA) to implement AB-NHPM.
- 1.1.4 The National Health Agency (NHA) will provide **overall vision and stewardship for design, roll-out, implementation and management of Ayushman Bharat – National Health Protection Mission (AB-NHPM) in alliance with state governments.** Inter-alia, this will include, formulation of AB-NHPM policies, development of operational guidelines, implementation mechanisms, co-ordination with state governments, monitoring and oversight of AB-NHPM amongst other.
- 1.1.5 The National Health Agency will play a critical role in **fostering linkages as well as convergence of AB-NHPM** with health and related programs of the Central and State Governments, including but not limited to Ayushman Bharat - Comprehensive Primary Health Care, the National Health Mission, RSBY to name a few.
- 1.1.6 The NHA will lead the development of **strategic partnerships and collaborations** with Central and State Governments, civil society, financial and insurance agencies, academia, think tanks, national and international organizations and other stakeholders to further the objectives of AB-NHPM.
- 1.1.7 The National Health Agency will provide **technical advice and operational inputs**, as relevant, to states, districts and sub-districts for AB-NHPM including formulating standards/SOPs/guidelines/manuals to guide implementation, identification of capacity gaps and related trainings, development of health information and IT systems, facilitating cross-learnings, documentation of best practices, research and evaluation and undertake associated administrative and regulatory functions as a Society.

- 1.1.8 Thus, a key success factor for the NHPS, would be an overarching institutional mechanism of the ‘National Health Agency’ (NHA), which will be vital to oversee, coordinate and steer the program. The NHA would be in line with the suggested implementing mechanism for the Expenditure Finance Committee (EFC) recommendation that the Central Sector Component would essentially also be a ‘National Health Network’, which would include setting up a robust IT platform connecting state health agencies and beneficiaries to the designated private and public health providers.

1.2 SCOPE OF NHA

- 1.2.1 The scope of NHA is to be responsible for the implementation of NHPS that ensures access to a well-defined package of healthcare services to all its beneficiaries. NHA would be established to not only manage the NHPS but also integrate it in the larger health care system of the country. The NHA would also foster coordination among state implementing agencies to ensure portability, standardization, convergence amongst schemes and stimulate cross-learning. The NHA would facilitate establishing monitoring and evaluation mechanisms and standards for information reporting. It would also promote information disclosure and sharing across implementing agencies. For the purposes of achieving its mission and discharging its functions, the NHA has the authority and responsibility (listed below according to the roles of possible divisions under NHA) to oversee the following:

- a. Operations,
- b. Hospital Network and Quality Assurance, Patient Safety & Standards,
- c. Administration and Finance,
- d. Information systems and National Health Network,
- e. Monitoring, Research and Evaluation,
- f. State support, Coordination and convergence,
- g. International Cooperation, Capacity building,
- h. Awareness Generation and Grievance redressal.

1.3 KEY OBJECTIVES OF NHA:

- i. The primary objective of NHA is to be responsible for the implementation, operation and management of NHPS.
- j. Foster co-ordination and convergence with other similar schemes being implemented by the Government of India and State Governments.
- k. Implement any other health protection/ insurance schemes as are handed over by the Central Government from time to time.
- l. Ensure equity in healthcare coverage and access to healthcare services to the beneficiaries covered under the scheme.
- m. Work towards health promotion and prevention activities to support health and well-being of the beneficiaries under the scheme.
- n. Generate awareness about the scheme and details among intended beneficiaries of NHPS.

- o. Ensure the efficiency and quality of services under NHPS, including fraud mitigation and grievance redressal.
- p. Generate evidence, build professional capacity, stimulate cross-learning and provide policy recommendations to the Government.

1.4 **BID PROCESS**

- 1.4.1 NHA, the Agency, invites proposals for “Selection of an Project Management Consultant (PMC) through a global procurement process. The PMC is to assist the Agency for Ayushman Bharat National Health Protection Mission (AB-NHPM)”, the scheme.
- 1.4.2 The PMC would be legally bound for the smooth functioning of the consultancy work. The details of the scheme are provided in the background section.
- 1.4.3 The role of the PMC is to provide Integrated Technical and Professional Support Services to the Agency as per the scope listed under the Terms of Reference. The Agency shall comprise of administrators from the Centre and the States and reputed international bodies.
- 1.4.4 The PMC shall be selected under Combined Quality cum Cost-Based Selection (CQCCBS) and procedures described in this RFQ-cum-RFP. The objective of this Consultancy (the “**Objective**”) is to the Agency about the technical, economic and financial feasibility of implementing the Project in a time bound manner and subsequently provide requisite technical inputs and clarification as and when required
- 1.4.5 The detailed Scope of Services for the Consultant is detailed in Schedule-1 (the “**Scope of Services**” or the “**Terms of Reference**”)

1.5 **REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSALS**

- 1.5.1 The Agency invites proposals (the “Proposals”) for selection of a Technical Consultant (the “**Consultant**”) who shall prepare a Detailed Techno-Economic Feasibility Report for implementation of the Project. The said Feasibility Report shall inter-alia include traffic, engineering surveys, technical-economic feasibility and financial feasibility in conformity with Schedule-1: Scope of Service (collectively the “**Consultancy**”).
- 1.5.2 The Agency intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein. The details regarding submission of the proposals along with date of pre-bid meeting has been highlighted in the SCHEDULE-3: DATA SHEET.

1.6 **DUE DILIGENCE BY APPLICANTS**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Agency, sending written queries to the Agency, and attending a Pre Bid Meeting as per the schedule provided in SCHEDULE-3: DATA SHEET

1.7 **VALIDITY OF THE PROPOSAL**

The Proposal shall be valid not less than the period mentioned in SCHEDULE-3: DATA SHEET from the Proposal Due Date (the “PDD”)

1.8 BRIEF DESCRIPTION OF THE SELECTION PROCESS

1.8.1 The Agency has adopted a three stage selection process (collectively called the “**Selection Process**”) for evaluating the Proposals comprising: (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposals to be submitted in two separate sealed envelopes (collectively called the “**Proposal**”). The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled "Request for Qualification (RFQ)" along with the Bid Security as prescribed in this RFQ -cum-RFP document. The Technical Proposal and Financial Proposal shall be placed in a sealed envelope titled "Request for Proposal (RFP)" as prescribed in this RFQ - cum-RFP document. The evaluation of Pre-Qualification Proposal, Technical Proposal and Financial Proposal will be based on the methodology and criteria detailed in Clause 3.

1.8.2 In the first stage, evaluation of the Pre-Qualification Proposal will be carried out as specified in Clause 3.1 for selection of Qualified Applicants (the “**Qualified Applicants**”). Based on this, a list of Qualified Applicants shall be prepared. In the second stage, evaluation of Technical Proposals of all Qualified Applicants will be carried out as specified in Clause 3.2 and a list of Technically Qualified Applicants (the “**Technically Qualified Applicants**”) will be prepared. In the third stage, evaluation of Financial Proposals of all Technically Qualified Applicants will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.9 CURRENCY CONVERSION RATE AND PAYMENT

1.9.1 For the purposes of technical evaluation of Applicants, Rs. 65 (Rupees sixty-five) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.9.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFQ-cum-RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.10 SCHEDULE OF SELECTION PROCESS

The Consultant, out of the set of Applicants, will be selected under Combined Quality cum Cost Based Selection (“**CQCCBS**”) and procedures described in this Request for Qualification-cum-Request for Proposal (hereinafter referred to as “**RFQ-cum-RFP**” or the “**Contract**”).

The Agency would endeavour to adhere to the information given in SCHEDULE-3: DATA SHEET.

1.11 **PRE-PROPOSAL VISIT TO THE SITES AND INSPECTION OF DATA**

Prospective Applicants may visit the Sites and review the available data at any time prior to PDD. For this purpose, they will provide at least four working days' notice to the nodal offices specified below:

The General Manager, National Health Agency

(Tel):

Email: bk.datta@nic.in

1.12 **Pre-Proposal Conference**

The date, time and venue for the Pre-Proposal Conference is provided in SCHEDULE-3: DATA SHEET.

During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Agency. The Agency shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

Note: A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

1.13 **Communications**

1.13.1 All communications including the submission of Proposal should be addressed to:

The General Manager

National Health Agency

(Tel):

Email: bk.datta@nic.in

1.13.2 The Official Website of the Agency is:

Website: <https://abnhpm.gov.in>

1.13.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

Request for Qualification (RFQ)-cum-Request for Proposal (RFP) for Procurement of a Project management Consultant for ABNHPM at National Health Agency

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFQ-cum-RFP. The term applicant (the “Applicant”) means the Sole Firm bidding for the PMC. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFQ-cum-RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Agency through the Selection Process specified in this RFQ-cum-RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Agency’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFQ-cum-RFP specifically with reference to Clause 2.8. The Selection process comprises (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposals. The Applicant shall submit the Pre-Qualification Proposal in the manner specified in Appendix-I. While the Technical Proposal shall be submitted in the form at Appendix-II and the Financial Proposal shall be submitted in the form at Appendix-III. Upon selection, the Applicant shall be required to enter into an agreement with the Agency in the form specified at Schedule-2.
- 2.1.4 NHA envisages two separate tracks for the PMC i) Technical Track and ii) Functional Track. The applicants may submit their proposals for one or both of the tracks, as per the pre-qualification criteria mentioned subsequently in the RFP document. In case the applicant is submitting its proposal for both the tracks, separate sealed financial bids would be required for each of the tracks. Common pre-qualification and technical proposals (as per the required formats and with the requisite documentary evidence) can be submitted for both the tracks, clearly highlighting the tracks for which the applicant has bid for and the compliance to the respective pre-qualification and technical sections.
- 2.1.5 Key Personnel
- The Consultant’s team (the “**Consultancy Team**”) shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

2.1.6.1 Functional Track

SN	Key Personnel	No s	Responsibilities, including but not limited to:
1.	Team Leader (the “ Team Leader ”)	1	<ul style="list-style-type: none"> • He/ She will lead, co-ordinate and supervise the multidisciplinary team for preparation of the detail implementation plan for NHPM operations, and act as a focal point to Agency throughout the duration of the Consultancy for the Functional Track • He / She will be responsible for the overall execution of the consultancy assignment. • Accountable leadership providing guidance, problem solving support and leading discussions with senior clients • Ensure all deliverables and milestones are satisfactorily delivered, leading to desired impact • Provide insights from experience in healthcare projects with state governments, public private partnerships, large scale transformation engagements. • Provide access to senior leaders, and influencers in the industry • Provide insights from experience in healthcare projects, PSU/Govt. work, large scale projects. • He/she will be the focal point throughout the consultancy assignment.
2.	Project Co-ordinator cum Deputy Team Leader	1	<ul style="list-style-type: none"> • Leading day-to-day management of the team • Project management of the project as per agreed activities, timelines and deliverables • Defining the detailed work plan, and managing the team of consultants against the work plan • Drive discussions with senior officials in the Govt at Centre and State level • Working with the client project team and stakeholders

SN	Key Personnel	No s	Responsibilities, including but not limited to:
			<ul style="list-style-type: none"> • Driving meetings and problem-solving discussions • Sending periodic updates, and highlighting challenges in project execution <p>Guiding the team to arrive at specific solutions for each of impact areas He /She along with the team leader will co-ordinate with the multidisciplinary team for the day operations pertaining to NHPM at NHA</p>
3.	Lead - operations	1	He/ She will be responsible for Benefits management under NHPM, along with preparation and adherence of guidelines/ standard documents. Oversee validation and updation of the target beneficiaries drawn from Social Economic Caste Census 2011, Monitoring the enrolment of beneficiaries at state. Develop linkages with national IT systems for decentralized updating, tracking and information sharing.
4.	Health Insurance expert	1	Assist lead operations and responsible for benefits management. Monitoring implementation of guidelines, structures and processes for setting up of trust based, insurance based or integrated models
5.	Actuarial Expert	1	Assist NHA with the actuarial inputs
6.	Medical expert	2	Assist Lead operations and responsible for strategy, clinical audit, development of guidelines and investigations, costing of packages
7.	Lead- Hospital Network and Quality Assurance , Patient safety and Standards	1	He /She will be responsible Hospital network, quality, patient safety and adherence of standards. Conducting due diligence for establishing legitimacy, quality of care and credentials of service provider. Developing partnerships and innovative approaches to cater to

SN	Key Personnel	No s	Responsibilities, including but not limited to:
			underserved areas. Instituting framework for quality assurance • Developing quality protocols and standards of care for service delivery and patient care • Continuous assessment of services against standards • Improving quality through closing gaps and implementing opportunities for improvements • Accreditation of hospitals on quality standards
8.	Hospital Network Manager	1	Assist Lead Hospital network and responsible for hospital empanelment and issues related to network.
9.	Hospital Quality expert	1	Assist Lead Hospital Network and responsible for adherence to, developing quality parameters etc.
10.	Lead- Monitoring , Research and Evaluation	1	He/ She will be responsible for Monitoring of the scheme, fraud and abuse control, Beneficiary and claim database management. Formulating guidelines and SOPs for performance management and audits of ongoing process, insurance companies, third party administrator (TPA) and human resource Conducting quarterly assessments and audits and propose recommendations for corrective/ affirmative actions. Develop Dashboard for real-time monitoring • Institute inbuilt systems for data collection and an analytics layer for highlighting data deviations/ oddities. Establish cadence for reporting and feedback mechanisms that can feed into real time analytics that will be inbuilt
11.	M&E coordinator	1	Assist lead in monitoring scheme. Develop key performance indicators (KPIs) for key process and output indicators e.g., coverage, cost of claims, utilization rate, etc.
12.	Lead –State Support and coordination	1	He/she will be responsible for providing support to states in implementation of NHPM, coordination with various ministries and agencies, Liaison with MoHFW, MoF, IRDA and other

SN	Key Personnel	No s	Responsibilities, including but not limited to:
			authorities /Departments. Identify key nodal officers /stakeholders at national, state and district level for coordination of work among various departments and ministries. Build cordial relations and rapport with the stakeholders at all levels. Establishing priorities between various agencies to handle project related task and outputs. Timely sharing information / data adequate to appraise on process and any hindrance on the project work
13.	State Coordinator	4	Assist the lead State Support and liaison with allotted states for roll out and performance audit. They may be located at strategic locations as deemed necessary.
14.	Lead- Capacity building and awareness Generation and Grievance Redressal	1	He / She will be responsible for capacity building, Awareness Generation and communication and Grievance redressal. Defining relevant stakeholders and institutions. Developing tools for conducting training and capacity needs assessment. Conducting training and capacity needs assessment. Formulating various training modules for relevant stakeholders. Developing institutional arrangement at national and state level. Building effective leadership for prioritizing development objectives and for catalysing strategic planning. Building knowledge banks/repository. Define accountability measures for facilitating better performance and efficiency – stakeholders & institutions. Monitoring of quality of trainings and conducting post training follow up
15.	Training Experts	2	Assist lead in capacity building activities.
16.	Grievance Experts	2	Assist lead and responsible for monitoring grievances and their redressal. Establishing a centralized grievance redressal cell .Defining

SN	Key Personnel	No s	Responsibilities, including but not limited to:
			grievances redressal system with clear and defined time frame for all stakeholders .Building an escalation mechanism to address grievances which are unresolved through available routes
17.	Communication expert	1	Assist lead and responsible for communication related activities including PR functions.
18.	Legal Expert	1	Assist NHA with the contractual/ legal inputs
19.	Procurement expert	1	Assist NHA with the procurement of goods and services
20.	Financial Expert	1	Assist NHA with various Financial Management activities
21.	HR Expert	1	Assist NHA with various HR/Org related activities

2.1.6.2 Technical Track

SN	Key Personnel	No s	Responsibilities, including but not limited to:
1.	Lead- Information Systems and National Health Network	1	He/she will be responsible for all IT deliverables in the program. The person will act as single nodal point of contact for NHA and IT vendors. Will be responsible for all IT related works of NHPM
2.	Technology coordinator and Deputy Team Leader	1	Assisting the lead, the Tech Coordinator will be responsible for converting the Guidelines and feature requests into detailed technical specifications that must be implemented by the IT vendors. He is responsible for ensuring the design will be flexible for needs across states. He and his team will also serve as the key points of contact for the IT vendors to seek clarifications and approvals.

SN	Key Personnel	No s	Responsibilities, including but not limited to:
3.	Application managers	4	<p>Assisting the lead and Tech coordinator- The tech manager works under the guidance of the tech lead and will be responsible for various module/s in the overall system.</p> <p>5 critical modules will be developed in parallel by independent teams. The tech manager will be the primary point of contact for each of these development teams</p>
4.	IT Infrastructure specialist (N/W, Cloud, Data Center)	2	<p>Assisting the lead, the specialist will be responsible for designing the overall deployment architecture for the software to support 10 Cr families across India. will balance the needs of the states and centre and design a flexible system. will determine the actual number of servers, storage and other infrastructure elements required for the deployment of the software.</p>
5.	Information Security Specialist	2	<p>Assisting lead, Health and SECC data used in the program are sensitive and private data.</p> <p>The information security specialist will audit all modules and identify the security requirements to be implemented for each module. He will also design the security considerations to be taken during deployment.</p>
6.	Data base specialist	1	<p>Assisting lead and responsible for Ensuring scalability and a smooth performance for a large number of users requires a highly optimized system. The database architect will review all database queries and table structure to optimize the system for 10 Cr families</p>

SN	Key Personnel	No s	Responsibilities, including but not limited to:
7.	Data analytics Lead	1	Assist lead in monitoring the scheme and responsible for claims analysis, monitoring triggers and trends.
8.	Data Analytics Team	2	Assist lead in monitoring the scheme and responsible for claim data base management.
9.	Lead –State Support and coordination (IT)	1	He/she will be responsible for providing support to states in implementation of NHPM, coordination with various ministries and agencies, Liaison with MoHFW, MoF, IRDA and other authorities /Departments. Identify key nodal officers /stakeholders at national, state and district level for coordination of work among various departments and ministries. Build cordial relations and rapport with the stakeholders at all levels. Establishing priorities between various agencies to handle project related task and outputs. Timely sharing information/ data adequate to appraise on process and any hindrance on the project work
10.	State Coordinator	4	Assist the lead State Support and liaison with allotted states for roll out. They may be located at strategic locations as deemed necessary.
11.	Training Experts	2	Assist lead in capacity building activities.
12.	Technical Documentation	2	To develop the various technical documents such as user manuals, installation and operations guides etc.
13.	Legal Expert	1	Assist NHA with the IT contract management activities
14.	Procurement Expert	1	Assist NHA with the procurement of IT goods and services

The Key Personnel of the Consultancy team shall discharge respective responsibilities from NHA throughout the duration of this Consultancy.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

(a) Eligible Assignments:

- i. For the purpose of satisfying the Conditions of Eligibility and for the Technical Evaluation of the proposal, advisory/ consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities in respect of implementation government programs with budgeted outlays of INR 500 crores or more shall be deemed as eligible assignments (the “**Eligible Assignments**”)
- ii. The Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, completed such assignment and received professional fee of at least Rs 2 crore for such assignment. In case of assignments which are currently ongoing, only those assignments will be considered where professional fees for the completed part of the project is at least Rs 2 crore

(b) Specific Assignments:

- i. For the purpose of satisfying the Conditions Eligibility and for the Technical Evaluation of the proposal and the experience of team members, ICT / e-Governance advisory assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities in respect of government programs with budgeted outlays of INR 500 crores or more shall be deemed as specific assignments (the “Specific Assignments for Technical Track”)
- ii. The Applicant firm claiming credit for a Specific Assignment for Technical Track shall have, prior to PDD, completed such assignment and received professional fee of at least Rs 2 crore for such assignment. In case of assignments which are currently ongoing, only those assignments will be considered where professional fees for the completed part of the project is at least Rs 2 crore
- iii. For the purpose of satisfying the Conditions of Eligibility and for the Technical Evaluation of the proposal and the experience of team members, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public/private sector entities in respect of Healthcare/Health Insurance programs with budgeted outlays of INR 100 crores or more in India shall be deemed as specific assignments (the “Specific Assignments for Functional Track”).

- iv. The Applicant firm claiming credit for a Specific Assignments for Functional Track shall have, prior to PDD, completed such assignment and received professional fee of at least Rs 1 crore for such assignment. In case of assignments which are currently ongoing, only those assignments will be considered where professional fees for the completed part of the project is at least Rs 1 crore

Applicants can provide the same assignment(s) for different categories mentioned above in case the assignments meet the respective criteria.

- 2.2.2 The Applicant shall fulfil the following Minimum Qualification Criteria to become a Qualified Applicant.

#	Minimum Qualification Criteria	Supporting Documents
1	The Applicant should be a Private/ Public limited company or partnership firm or expert institution. Individuals are not eligible to participate in this Contract. The Applicant must be in operation in India for a minimum period of five years.	Certificate of incorporation or establishment
2	The Applicant's average annual turnover from Consultancy services in India for the last three financial years (2017-18 2016-17, and 2015-16) should be INR 500 Crores or more	Audited financial statements for the financial years / Certificates duly certified by Statutory Auditor
3	For applicant's who are applying for any of the tracks, should have experience of at least 3 Eligible Assignments in the last 5 years	Work Order(s) and Completion Certificates from the client/ Work Order(s) and Self Certificate of Completion signed by the Authorized Signatory
4(a)	For applicant's who are applying for the Technical Track, they should have experience of atleast 1 Specific Assignment for Technical Track in the last 5 years	Work Order(s) and Completion Certificates from the client/ Work Order(s) and Self Certificate of Completion signed by the Authorized Signatory
4(b)	For applicant's who are applying for the Functional Track, they should have experience of atleast 1 Specific Assignment for Functional Track in the last 5 years	Work Order(s) and Completion Certificates from the client/ Work Order(s) and Self Certificate of Completion signed by the Authorized Signatory
5	The Applicant should be profit making in the last 3 financial years	Audited financial statements for the last three financial years / Certificate from the Statutory Auditor

6	The Applicant (Bidder) should not have been blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public Sector Undertaking, from participating in any consulting assignment	Undertaking to be provided signed by Company Secretary of the applicant
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- (a) Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Clause 2.2(b) below.
- (b) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

(i) Functional Track

SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
1.	Team Leader (the “ Team Leader ”)	Master Degree in Medicine/ Pharma / Business Administration in Health care from a reputed and recognized University	15 yrs. of advisory services	At least 1 eligible assignments and 1 specific assignment Should have experience in health insurance
2.	Project Co-ordinator cum Deputy Team Leader	Master Degree in Medicine / Pharma / Business Administration / Economics in Health care	12 years of advisory and consulting	At least 1 eligible assignment and 1 specific assignment

SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
		from a reputed and recognized University or Institution		
3.	Lead operations	- MBBS/ Master degree in Pharma/ Business Administration from a reputed and recognized University or Institution	10 years	At least one eligible assignment
4.	Health Insurance expert	Master degree in Pharma/ Business Administration from a reputed and recognized University and IRDA Certification	5 years	One specific assignment
5.	Actuarial Expert	Fellow of Actuaries of India	10 years	
6.	Medical expert	MBBS from a reputed and recognised university.	5 years	At least one specific assignment
7.	Lead- Hospital Network and Quality Assurance , Patient safety and Standards	MBBS/ Master degree in Pharma/ Hospital administration from a reputed and recognized University or Institution	10 years	At least two specific assignments. Qualifications in Accreditation / quality will be preferable.

SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
8.	Hospital Network Manager	MBBS/ Master degree in Pharma/ Hospital administration / Business administration from a reputed and recognized University or Institution	5 years	At least one specific assignment
9.	Hospital Quality expert	MBBS/ Master degree in Pharma/ Hospital administration from a reputed and recognized University or Institution	5 years	At least one specific assignment. Qualifications in Accreditation / quality will be preferable
10.	Lead-Monitoring , Research and Evaluation	MBBS / Master degree / Pharma/ Business Administration / Statistics from a reputed and recognized University or Institution	10 years	At least 1 eligible assignment
11.	M&E coordinator	Master degree Business Administration / Statistics from a reputed and recognized	5 years	At least one eligible assignment

SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
		University or Institution		
12.	Lead –State Support and coordination	MBBS / Master degree / Business Administration/ MSW from a reputed and recognized University or Institution	10 years	At least one eligible assignment
13.	State Coordinator	MBBS / Master degree / Business Administration/ MSW from a reputed and recognized University or Institution	5 years	At least one eligible assignment.
14.	Lead-Capacity building and awareness Generation and Grievance redressal	MBBS / Master degree / Business Administration/ MSW from a reputed and recognized University or Institution	10 years	At least one eligible assignment
15.	Training Experts	MBBS / Master degree / Business Administration/ MSW from a reputed and recognized	5 years	At least one specific assignment

SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
		University or Institution		
16.	Grievance Experts	Master degree / Business Administration/ MSW from a reputed and recognized University or Institution	5 years	At least one specific assignment
17.	Communication expert	Master degree in Communications from a reputed and recognized University or Institution	5 years	At least one eligible assignment
18.	Legal Expert	LLB/ LLM from a reputed and recognized University or Institution	7	At least one eligible assignment
19.	Procurement expert	MBA from a reputed and recognized University or Institution	7	At least one eligible assignment
20.	Financial Expert	Chartered Accountant	5	At least one eligible assignment
21.	HR Expert	MBA from a reputed and recognized University or Institution	7	At least one eligible assignment

(ii) Technical Track

SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
1.	Lead-Information Systems and National Health Network	BE/B.Tech/ MBA from a reputed and recognized University or Institution	12 years	At least 1 eligible assignment and 1 specific assignment
2.	Technology coordinator and Deputy Team Leader	BE/ B.Tech/ MBA from a reputed and recognized University or Institution	10 years	At least 1 eligible assignment and 1 specific assignment
3.	Application managers	BE/ B.Tech from a reputed and recognized University or Institution	5 years	At least 1 eligible assignment.
4.	IT Infrastructure specialist	BE/ B.Tech from a reputed and recognized University or Institution	7 years	At least 1 eligible assignment
5.	Information Security Specialist	BE/ B.Tech from a reputed and recognized University or Institution	7 years	At least 1 eligible assignment.
6.	Data base specialist	BE/ B.Tech from a reputed and recognized University or Institution	7 years	At least 1 eligible assignment.
7.	Data analytics expert	BE/ B.Tech/ MBA/ Masters	7 years	At least 1 eligible assignment.

SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
		in Statistics from a reputed and recognized University or Institution		
8.	Data analytics team members	BE/ B.Tech/ MBA/ Masters in Statistics from a reputed and recognized University or Institution	5 years	At least 1 eligible assignment.
9.	Lead –State Support and coordination (IT)	BE/ B.Tech/ MBA from a reputed and recognized University or Institution	10 years	At least 1 eligible assignment
10.	State Coordinators	BE/ B.Tech/ MBA from a reputed and recognized University or Institution	5 years	At least 1 eligible assignment
11.	Training Experts	BE/ B.Tech/ MBA from a reputed and recognized University or Institution	5 years	At least 1 eligible assignment
12.	Technical Documentation	BE/ B.Tech/ MBA from a reputed and recognized University or Institution	5 years	

SN	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
13.	Legal Expert	Bachelors/ Masters in Law from a reputed and recognized University or Institution	7 years	At least 1 eligible assignment
14.	Procurement Expert	MBA from a reputed and recognized University or Institution	7 years	At least 1 eligible assignment

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible & Specific Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-5 & Form 6 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Agency shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Agency for, inter alia, the time, cost and effort of the Agency including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Agency hereunder or otherwise.
- 2.3.2 The Agency requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Agency’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant 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 Agency.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-4. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its Associates (or any constituent thereof) and any other Applicant, its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, or Associate, as the case may be) in the other Applicant, its Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Applicant is also a constituent of another Applicant; or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Agency for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of Section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFQ-cum-RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "**Associate**"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person,

and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Agency in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Agency in accordance with the rules of the Agency. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Agency as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Agency shall, upon being notified by the Consultant under this Clause 2.3.5 decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 **Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy.

2.5 **Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Agency, Project site etc. The Agency will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 **Acknowledgement by Applicant**

2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFQ-cum-RFP;

- (b) received all relevant information requested from the Agency;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ-cum-RFP or furnished by or on behalf of the Agency or relating to any of the matters above;
- (d) satisfied itself about all matters, things and information above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Agency shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ-cum-RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Agency.

2.7 **Right to reject any or all Proposals**

2.7.1 Notwithstanding anything contained in this RFQ-cum-RFP, the Agency reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Agency reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Agency, the supplemental information sought by the Agency for evaluation of the Proposal

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Agency reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Agency, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Content of the RFQ-cum-RFP

This RFQ-cum-RFP document comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.10:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 1 Scope of Services
- 2 Form of Agreement
Annex-1: Terms of Reference
Annex-2: Deployment of Personnel
Annex-3: Estimate of Personnel Costs
Annex-4: Approved Sub-Consultant(s)
Annex-5: Cost of Services
Annex-6: Payment Schedule
Annex-7: Bank Guarantee for Performance Security
- 3 Data Sheet
- 4 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Pre-Qualification Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3 (A): Abstract of the Eligible Assignments of the Applicant
- Form 3 (B): Abstract of the Specific Assignments of the Applicant
- Form 4: Average Annual Turnover From Consultancy Services
- Form 5: Format for Power of Attorney Authorised Personnel
- Form 6: Format for Power of Attorney for Lead Member

Form 7: Format for Bank Guarantee Format For Bid Security

Appendix-II: Technical Proposal

Form 1: Proposed Methodology & Work Plan

Form 2(A): Team Composition and Task Assignments

Form 2 (B): CV of Key Personnel

Form 3 (A): Eligible Assignment of Key Personnel

Form 3 (B): Specific Assignment of Key Personnel

Form 4: Abstract of Eligible Assignment of Key Personnel

Form 5: Proposal for Sub-Consultant(s)

Appendix-III: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

Form 3: Estimate of Personnel Cost

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ-cum-RFP may send their queries to the Agency in writing by speed post/ courier/ special messenger and by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at SCHEDULE-3: DATA SHEET. The envelopes shall clearly bear the following identification:

“Request for Qualification (RFQ)-cum-Request for Proposal (RFP) for Procurement of a Project management Consultant for ABNHPM at National Health Agency

The Agency shall endeavour to respond to the queries within the period specified SCHEDULE-3: DATA SHEET prior to the Proposal Due Date. The responses will be sent by e-mail. The Agency will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFQ-cum-RFP document without identifying the source of queries.

2.9.2 The Agency reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Agency to respond to any question or to provide any clarification.

2.10 Amendment of RFQ-cum-RFP

2.10.1 At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ-cum-RFP documents by issuance of amendment(s). All amendments/ corrigenda will be posted only on the Agency’s website.

- 2.10.2 All such amendments will be posted on the Official Website of the Authority and will be binding on all Applicants.
- 2.10.3 In order to afford the Applicant a reasonable time for taking an amendment into account, of for any other reason, the Agency may at its discretion extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFQ-cum-RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

2.12.1 The Applicant shall provide all the information sought under this RFQ-cum-RFP with reference to Clause 2.8. The Agency would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2 The Applicant shall prepare and submit the Proposal as per the instructions given in SCHEDULE-3: DATA SHEET.

2.12.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-5) shall accompany the Proposal.

2.12.4 Applicants should note the PDD, as specified in SCHEDULE-3: DATA SHEET, for submission of Proposals. Except as specifically provided in this RFQ-cum-RFP, no supplementary material will be entertained by the Agency, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.16.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Agency reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.13 Pre-Qualification and Technical Proposal

- 2.13.1 Applicants shall submit the pre-qualification proposal in the formats at Appendix-I (the “**Pre-Qualification Proposal**”). While submitting the Pre-Qualification Proposal, the Applicant shall, in particular, ensure that:
- The Bid Security is provided;
 - All forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - power of attorney, if applicable, is executed as per Applicable Laws;
 - The proposal is responsive in terms of Clause 3.1
- 2.13.2 Applicants shall submit the technical proposal in the formats at Appendix-II (the “**Technical Proposal**”).
- 2.13.3 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- All forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - CVs of all Key Personnel have been included;
 - Key Personnel proposed have good working knowledge of English language;
 - Key Personnel would be available for the period of the assignment;
 - no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
 - the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFQ-cum-RFP;
 - The proposal is responsive in terms of Clause 3.2
- 2.13.4 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.
- 2.13.5 If an individual Key Personnel makes a false averment regarding his/her qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Agency for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such event.
- 2.13.6 The Pre-Qualification Proposal and Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.13.7 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.5 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added

as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at APPENDIX-II: TECHNICAL PROPOSAL: Form-2.

- 2.13.8 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in the specific area of expertise. Credentials of such Sub-Consultants should be submitted in APPENDIX-II: TECHNICAL PROPOSAL: Form-5. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.13.9 The Agency reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFQ-cum-RFP. Any such verification or the lack of such verification by the Agency to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Agency there
- 2.13.10 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ-cum-RFP, be liable to be terminated, by a communication in writing by the Agency without the Agency being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Agency shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter-alia*, time, cost and effort of the Agency, without prejudice to any other right or remedy that may be available to the Agency.

2.14 **Financial Proposal**

- 2.14.1 Applicants shall submit the financial proposal in the formats at Appendix-III (the “Financial Proposal”) clearly indicating the Total Financial Bid in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any

assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (c) Costs (including break down of costs) shall be expressed in INR.

2.15 **Submission of Proposal**

2.15.1 The Applicant shall submit Original and a Copy of Pre-Qualification Proposal, Technical Proposal and Financial Proposal as per SCHEDULE-3: DATA SHEET and the Content of the RFQ-cum-RFP as per Clause 2.8. The Pre-Qualification Proposal and Technical Proposal must necessarily be 'Hard Bound' separately and all pages serially numbered and properly indexed. 'Hard Bound' implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the proposals, the contents as per original will only be considered. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFQ-cum-RFP. In case the proposal is submitted on the document downloaded from the Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Agency and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFQ-cum-RFP and the original RFQ-cum-RFP issued by the Agency, the latter shall prevail.

2.15.2 The Bid Security as per Clause 2.19, shall be placed in a sealed envelope clearly marked "Request for Qualification (RFQ)" along with the address of the Agency and details as given in the Clause 1.13 of the contract. The Technical Proposal and Financial Proposal shall be placed in a separate sealed envelope clearly marked "Request for Proposal (RFP)" all along with the address of the Agency and details as given in the Clause 1.13 of the contract. The envelopes marked "Request for Qualification (RFQ)" and "Request for Proposal (RFP)" shall be placed into an outer sealed envelope bearing the submission address, name of assignment, details as given in the Clause 1.13 of the contract, and marked "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE."

If the envelope is not sealed and marked as instructed above, the Agency assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.15.3 The Proposal shall be typed in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.15.4 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

- 2.15.5 The Proposal shall be made in the Forms specified in this RFQ-cum-RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.15.6 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Feasibility Report by the Agency and discharge of all obligations of the Consultant under this Agreement.

2.16 **Proposal Due Date**

- 2.16.1 Proposal should be submitted on the Proposal Due Date (PDD) and time specified in SCHEDULE-3: DATA SHEET, at the address mentioned in SCHEDULE-3: DATA SHEET, in the manner and form as detailed in this RFQ-cum-RFP.
- 2.16.2 The Agency may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.17 **Late Proposals**

Proposals received by the Agency after the specified time on the Proposal Due Date, as mentioned in SCHEDULE-3: DATA SHEET, shall not be eligible for consideration and shall be summarily rejected. Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by Agency, shall be disregarded.

2.18 **Modification/ substitution/ withdrawal of Proposals**

- 2.18.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Agency prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 2.18.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.18.3 Any alteration / modification in the proposal or additional information or material subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded

2.19 **Bid Security**

- 2.19.1 The Applicant shall furnish as part of its Proposal, a Bid Security in the form of a Demand Draft/ Bank Guarantee issued by a scheduled Commercial Bank in India in favour of “National Health Agency”, payable at New Delhi (the “**Bid Security**”), for an amount mentioned in SCHEDULE-3: DATA SHEET. The Bid Security shall be in the format given as part of the RFQ-cum-RFP. The Bid Security shall be valid for a period of 45 days beyond the Bid validity period as stipulated in SCHEDULE-3: DATA SHEET.

Refer APPENDIX-I: PRE-QUALIFICATION PROPOSAL: Form- for the format of Bank Guarantee for Bid Security.

- 2.19.2 Any Pre-Qualification Proposal not accompanied by the Bid Security shall be rejected by the Agency as non-responsive.
- 2.19.3 The Agency will not be liable to pay any interest on the Bid Security. Bid Security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the Letter of Award to the Selected Applicant. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant accepting the Letter of Award and furnishing the Performance Security in accordance with provision of the RFQ-cum-RFP.
- 2.19.4 Bid Security of the Selected Applicant will be forfeited if it fails to furnish the required Performance Security within the specified period.
- 2.19.5 The Applicant, by submitting its Proposal pursuant to this RFQ-cum-RFP, shall be deemed to have acknowledged that without prejudice to the Agency's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Agency as the mutually agreed pre-estimated compensation and damage payable to the Agency for, *inter alia*, the time, cost and effort of the Agency in regard to the RFQ-cum-RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFQ-cum-RFP;
 - (c) If the Applicant withdraws or amends its Proposal or impairs or derogates from the provision of the RFQ-cum-RFP in any respect within the period of Bid Validity;
 - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
 - (e) In the case of the Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
 - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.20 Performance Security

- 2.20.1 Within 15 days from the issuance of Letter of Award by the Agency, the Selected Applicant shall furnish Performance Security to the Agency, for an amount mentioned in the SCHEDULE-3: DATA SHEET. This Performance Security shall remain valid up to 3 (three) months after the date of completion of all contractual obligations by the Selected Applicant. The Performance Security shall be in the prescribed form as provided in the RFQ-cum-RFP.

- 2.20.2 The Liquidated Damages for error/variation and Liquidated Damages for delay shall be recovered by appropriation from the Performance Security – as provided in the Agreement.
- 2.20.3 If Selected Applicant fails to fulfil its obligations in terms of the Contract, the Performance Security may be invoked by the Agency as compensation.
- 2.20.4 If any amendment is issued to the Contract, the Selected Applicant shall, within twenty one 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.
- 2.20.5 The Agency shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Contract or for recovery of liquidated damages. Subject to the above sub-clauses, the Agency will release the Performance Security without any interest to the Selected Applicant on completion of the firm's contractual obligations.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

- 2.21.1 The Agency shall open the Proposals as per the schedule provided in SCHEDULE-3: DATA SHEET and in the presence of the Applicants who choose to attend. The envelopes marked “Pre-Qualification Proposal” shall be opened first. The envelopes marked “Technical Proposal and Financial Proposal” shall be kept sealed for opening at a later date.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, the Agency will determine whether each Proposal is responsive to the requirements of the RFQ-cum-RFP. The Agency may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) The Proposal is received in the form specified in RFQ-cum-RFP;
 - (b) It is received by the PDD including any extension thereof pursuant to Clause 2.16;
 - (c) It is accompanied by Bid Security;
 - (d) It is signed, sealed, bound together in hard cover and marked as stipulated in the RFQ-cum-RFP;
 - (e) It is accompanied by the Power of Attorney;
 - (f) It contains all information (complete in all respect) as request in the RFQ-cum-RFP;
 - (g) It does not contain any condition or qualification, and
 - (h) It is not non-responsive in terms hereof.
- 2.21.4 The Agency reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Agency in respect of such Proposals.
- 2.21.5 The Agency shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.8 and the criteria set out in Section 3 of this RFQ-cum-RFP.
- 2.21.6 Responsive Pre-Qualification Proposals submitted by the Applicants should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such Applicant will not be opened and evaluated further. In such cases, the envelopes containing the Technical Proposal and Financial Proposal will be returned unopened after completion of evaluation of Pre-Qualification. All Applicants who meet the Minimum Qualification Criteria would be shortlisted as Qualified Applicants.
- 2.21.7 Technical Proposals of Qualified Applicants shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical

Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document. The Technical Evaluation as specified in section 3 of this RFQ-cum-RFP will be carried out only for responsive submissions of Qualified Applicants.

- 2.21.8 Based on this Technical Evaluation, a list of Technically Qualified Applicants shall be prepared. The Financial Proposals of only the Technically Qualified Applicants will be opened. The Agency will notify the Technically Qualified Applicants, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.21.9 Before opening of the Financial Proposals, the list of Technically Qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Agency will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The Financial Evaluation and final ranking of the Proposals shall be carried out based on section 3.
- 2.21.10 Applicants are advised that Selection shall be entirely at the discretion of the Agency. Applicants shall be deemed to have understood and agreed that the Agency shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.11 Any information contained in the Proposal shall not in any way be construed as binding on the Agency, its agents, successors or assigns, but shall be binding on the Applicant if the Consultancy is subsequently awarded to the Applicant.

2.22 **Confidentiality**

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

2.23 **Clarifications**

- 2.23.1 To facilitate evaluation of Proposals, the Agency may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Agency for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification

to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Agency.

Agency will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price submitted in the Financial Proposal, but will be for re-confirming the obligations of the Consultant under this RFQ-cum-RFP. Issues such as deployment of Key Personnel, understanding of the RFQ-cum-RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Agency reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.24.2 The Agency will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Agency.
- 2.24.3 The Agency will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Agency.

2.25 Substitution of Key Personnel

- 2.25.1 The Agency will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Agency or else this may lead to disqualification of the Applicant or termination of the Agreement
- 2.25.2 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.27 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Agency to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the

Selected Applicant is not received by the stipulated date, the Agency may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period in SCHEDULE-3: DATA SHEET. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Agency may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated and the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with Clause 2.19.4.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Agency or submitted by an Applicant to the Agency shall remain or become the property of the Agency. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Agency.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Pre-Qualification Proposals

3.1.1 Prior to evaluation of Proposals, the Agency will determine whether each Proposal is responsive to the requirements of the RFQ-cum-RFP at each evaluation stage as indicated below.

3.1.2 Pre-Qualification Proposals will be considered responsive only if:

- (a) The Pre-Qualification Proposal is received in the format specified in this RFQ-cum-RFP and comprises all the Forms included in Appendix-I of this RFQ-cum-RFP and the Incorporation Certificate / Establishment Certificate of the Applicant, if any;
- (b) It is received by the Proposal Due Date including any extension thereof;
- (c) It is accompanied by Bid Security as specified in this RFQ-cum-RFP;
- (d) It is accompanied by power of attorney, if applicable, is executed as per Applicable Laws;

- (e) It is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ-cum-RFP;
- (f) It does not contain any condition or qualification; and
- (g) It is not non-responsive in terms hereof.

3.1.3 Responsive Pre-Qualification Proposals submitted by the Applicants should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such Applicant will not be opened and evaluated further. In such cases, the RFP envelopes containing the Technical Proposal and Financial Proposal will be returned unopened after completion of evaluation of Pre-Qualification. All Applicants who meet the Minimum Qualification Criteria would be shortlisted as Qualified Applicants.

3.2 **Evaluation of Technical Proposals**

3.2.1 Technical Proposals will be considered responsive only if:

- (a) The Technical Proposal is received in the form specified in this RFQ cum RFP and comprises all the Forms included in Appendix II of this RFQ-cum-RFP;
- (b) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (c) It is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ-cum-RFP;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

3.2.2 Technical Proposals of Qualified Applicants shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document. The Technical Evaluation as specified in this RFQ-cum-RFP will be carried out only for responsive submissions of Qualified Applicants.

3.2.3 The Qualified Applicants will be called to make presentations to the Technical Sub-Committee as per SCHEDULE-3: DATA SHEET.

3.2.4 The minimum technical score required to qualify under Technical Evaluation is 60 Points out of 100. Applicants scoring 60 points or above will be shortlisted as Technically Qualified Applicants.

3.2.5 The criteria for Technical Evaluation and weightages are given below:

a) For Functional Track

Item	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	20	
1(a)	Eligible Assignments	12	Eligible Assignments undertaken by the applicant; 3 marks for each eligible assignment
1(b)	Specific Assignments	8	Specific Assignments for the Functional Track undertaken by the applicant; 4 marks for each Specific assignment
2.	Proposed methodology & work plan	35	Evaluation would be based on the Applicant's approach and quality of presentation
3.	Key Personnel proposed	45	Marks shall be awarded for the number and relevance of eligible and specific assignments carried out by the proposed individuals
3(a)	Team Leader	7	
3(b)	Project Coordinator and Deputy Team Lead	5	
3(c)	Lead Operations	3	
3(d)	Health Insurance Expert	3	
3(e)	Medical Experts	4	2 marks for each CV
3(f)	Lead Hospital Network Quality Assurance, Patient Safety and Standards	3	
3(g)	Lead – M&E	3	
3(h)	Lead – Capacity Building	3	
3(i)	Lead – State Coordination	3	

3(j)	Actuarial Expert	3	
3(k)	Legal Expert	2	
3(l)	Procurement expert	2	
3(m)	Financial Expert	2	
3(n)	HR Expert	2	
Total Marks		100	

b) For Technical Track

Item	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	20	
1(a)	Eligible Assignments	12	Eligible Assignments undertaken by the applicant; 3 marks for each eligible assignment
1(b)	Specific Assignments	8	Specific Assignments for the Technical Track undertaken by the applicant; 4 marks for each specific assignment
2.	Proposed methodology & work plan	35	Evaluation would be based on the Applicant's approach and quality of presentation

3.	Key Personnel proposed	45	Marks shall be awarded for the number and relevance of eligible and specific assignments carried out by the proposed individuals
3(a)	Lead- Information Systems and National Health Network	7	
3(b)	Technology/ Architecture Expert	4	
3(c)	Application Managers	12	3 marks for each each CV
3(d)	IT Infrastructure Experts	6	3 marks for each each CV
3(e)	Lead – Information Security Experts	6	3 marks for each each CV
3(f)	Lead – Data Analytics	3	
3(g)	Lead –State Support and coordination (IT)	3	
3(h)	Legal Expert	2	
3(i)	Procurement Expert	2	
Total Marks		100	

3.2.6 Each Key Personnel must score minimum of 60% (sixty percent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty percent) marks or any two of the remaining Key Personnel score less than 60% (sixty percent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% (sixty percent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Agency, would score 60% (sixty percent) or above.

3.2.7 The Agency will notify Qualified Applicants who fail to score the minimum technical score and return their Financial Proposals unopened after completion of the Selection Process. The Financial Proposal of only the Technically Qualified Applicants will be opened.

3.3 Evaluation of Financial Proposal

3.3.1 Financial Proposal will be considered responsive only if:

- (a) The Financial Proposal is received in the form specified in this RFQ-cum –RFP and comprises all the Forms included in Appendix-III of this RFQ-cum-RFP;
- (b) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (c) It is signed, sealed, bound together and marked as stipulated in this RFQ-cum-RFP;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

3.3.2 The Financial Evaluation will be carried out in respect of the Technically Qualified Applicants and each Financial Proposal will be assigned a financial score (SF). For Financial Evaluation, the Total Financial Bid indicated in the Financial Proposal will be considered. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points.

3.3.3 The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = Total Financial Bid as per Financial Proposal)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, as given in the SCHEDULE-3: DATA SHEET

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited by the Agency at its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants 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 RFQ-cum-RFP, the **Agency** shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the **Agency** shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the **Agency** for, inter alia, time, cost and effort of the **Agency**, in regard to the RFQ-cum-RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the **Agency** under Clause 4.A hereinabove and the rights and remedies which the **Agency** may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the **Agency** 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 LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ-cum-RFP issued by the **Agency** during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the **Agency** 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.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Agency 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 therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Agency, 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Agency in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Agency 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicant shall be convened at the designated date, time and place. Only those Applicant, who have purchased the RFQ-cum-RFP document or downloaded the same from the Official Website of the **Agency**, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicant will be free to seek clarifications and make suggestions for considerations of the **Agency**. The **Agency** shall endeavour to provide clarification and such further information as it may, in its sole discretion, consider appropriate for facilitation a fair transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Delhi which shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The **Agency**, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Agency by, on behalf of and/or in relation to any Applicant; 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 Applicant.

- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the **Agency**, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the **Agency** or submitted by an Applicant shall remain or become, as the case may be, the property of the **Agency**. The **Agency** will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The **Agency** reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record

SCHEDULES

SCHEDULE-1: SCOPE OF SERVICES

1. SCOPE OF SERVICE:

1.1 To provide technical assistance in specified areas as to the NHA in helping it achieve the NHPM goals and objectives. The PMU is a coordinating, assisting and not an implementing agency unless specifically requested to. PMU is required to focus and bring in technical and professional expertise in the areas of expertise which include:

- Operations,
- Hospital Network and Quality Assurance, Patient Safety & Standards,
- Information systems and National Health Network,
- Monitoring, Research and Evaluation,
- State support, Coordination and convergence,
- Capacity building,
- Awareness Generation and Grievance redressal.

This unit will report to CEO NHA and provide strategic support for the implementation of NHPM in providing technical assistance to strengthen and inform the NHA with possible opportunities and recommendation to improve the same by developing the strategic document.

A very important structure of the programme the PMU comes with significant tasks to deliver; it provides high standard of respect to the policy makers, stakeholders and State and field level implementers. This unit is not encouraged to communicate with media and divulge any information / data of the Program without the prior permission from CEO NHPM

This unit has been provided with full freedom of analysing any upcoming challenges, issues and provide feasible recommendation to NHA. The Program Management Unit provides technical support to these SHA and builds their capacity based on the need of the programme and personnel at the unit as per the direction of CEO NHA.

1.2 **The Scope of Services of the consultancy for the Functional Track includes, but not limited to the activities, mentioned below:**

1.2.1 Preparatory work including:

- a) Prepare information and marketing collateral on ABNHPM services/ initiatives to solicit attention and interest from States. For this activity, NHA will share details of requisite background information and broader intent of this scheme.
- b) Prepare State-specific outreach – including high-level vision and intent of the ABNHPM, articulating value proposition to States through this project and benefits of implementing a structured Centre-State collaborative approach for health insurance
- c) Shortlist initiatives under ABNHPM for priority implementation through subsequent phases of this assignment. The Agency envisages initiatives to be shortlisted and selected in a

manner such that its implementation could be realized in a time-bound manner (as given in the TOR). This activity would include assistance in following activities:

- Formulating and finalizing short listing initiative criteria/framework for States: this may include factors such as current context of government health insurance in the State; achievements and issues, potential aspirations for transforming the sector, political and bureaucratic buy-ins on this initiative etc.
 - Researching and analyzing sector related information from States as per the evaluation requirements;
 - Recommending composition of the evaluation committee for short listing;
 - Facilitating presentations, meetings and/ or briefing notes by NHA, if required, to States;
- d) Develop NHA engagement models with the States – articulating roles and responsibilities of States and NHA, governance structure, funding mechanism, review mechanism, working model, success and key outcome parameters in line with States’ aspirations for transforming the sector etc.

1.2.2 Development of comprehensive and detailed roadmaps for the next phase:

- a) Analyse the current situation of the State's health care and insurance system;
- b) The roll out would include support
- Hospital Empanelment
 - Package module with flexibility to States
 - Grievance Redressal for beneficiaries & hospitals
 - Payment system through PFMS
 - Audit & fraud detection
 - Protocols for portability of entitlement across States & transfer of payments across States
- c) Understand and analyse previous / current initiatives undertaken by the State for health sector or insurance improvement – objectives, results, scale, efficacy, etc.
- d) Understand roadblocks / key challenges faced by various stakeholders
- e) Benchmark health insurance sector improvement initiatives/ programmes in India as well as internationally and derive key learnings
- f) On the basis of the inputs above, provide functional inputs for developing a tailored transformation roadmap for electronic primary health records geared towards improving health insurance targeting and sector outcomes, including:
- Identification of key initiatives required for an integrated health insurance system. Such initiatives may include *inter-alia* policy interventions, specific projects, initiatives targeted towards re-engineering government business processes etc.
 - Goals and objectives for each initiative
 - Clear and specific rationale for including them – and why they will work

- Inter-dependencies amongst initiatives – to drive sequencing and roll-out
- g) STG or standards of care feasibility into AB-NHPM
- h) Provide functional inputs on developing high level implementation plan, including:
 - Timelines for each initiative
 - Sequencing/prioritization
 - Key milestones and leading indicators of success
 - Resource requirements for each initiative
 - Financials required
 - Key capability gaps; need for external partners / third party service providers/ recruitment/training etc.
 - Support required from other State Government departments/ central government
- i) Develop risk mitigation plan, including Potential risks and their intensity and possible resolutions
- j) Prepare a communication plan
 - Stakeholders and communication objectives
 - Modes and frequency of communication
 - Feedback mechanisms
- k) The PMCs shall delineate or categorize the identified initiatives/interventions into distinct sets of modules to facilitate State Governments take appropriate decisions on implementation. Such modules should be delineated through a robust framework considering factors such as optimizing inter-dependencies between various modules, intrinsic nature – short-term, medium term, long term, impact, priorities, requirement of resources and so on. It may be noted that the Agency would expect the PMCs to develop modules in such a manner that further assessments during the detailed design and roll-out planning activity, as envisaged in the next Phase, throws broadly consistent results that were taken into account by the State Governments while taking an appropriate decision for implementation approvals. This is to say that the key outputs of high-level transformation roadmap stays consistent with the outputs of detailing the transformation roadmap.
- l) Making presentations, preparing reports/notes for facilitating review and approval of the roadmap / implementation plan of distinct modules with relevant stakeholders: e.g., Chief Minister, Chief Secretary, Minister/ Principal Secretary of line departments, etc.

1.2.3 Implementation support–

- a) **Provide functional support for** creation of health registers, real time electronic updation and integration of all systems
- b) Gear the States and NHA up for implementation in accordance with the terms of the ABNHPM scheme:
 - Establish State-level teams to lead implementation and track progress

- Provide implementation support to the State for various initiatives
 - Assist state teams with rigorous implementation processes and tools/ templates
 - Support roll-out of pilots (as required) and nation-wide scaling up of programmes
 - Assist in the tendering process, development of vendor procurement documents, running the procurement process, vendor selection and on-boarding, and vendor management / reviews – as required
 - Facilitate communication and coordination between the concerned departments; expedite decision-making and action
 - Manage communication with key internal stakeholders at all levels—State headquarters, districts, and blocks—as well as external stakeholders (press, partners, etc.)
- c) Track, monitor and course correct on an ongoing basis
- Assist and guide the state teams to rigorously track, monitor and course-correct as well as iterate on the plan, as required, on the basis of results and learnings
 - Conduct field visits to form an ongoing independent point of view on the quality of execution and outcomes
 - Assist state teams in presenting updates to the Agency and other key stakeholders
- d) Where needed, facilitate third-party assessment of the overall efficacy of the transformation programme
- Assist in the tendering process for on-boarding third-party assessment providers for ABNHPM initiatives
 - Help design the contours of the third-party assessment – including the scope, approach/ methodology and deliverables/ timelines
- e) Support State/ Central events, relevant to the ABNHPM scheme
- f) Knowledge transfer and capability building
- Create best practice docket on "large-scale transformation in public healthcare insurance" that can be disseminated to states
 - Build capabilities of NHA to support state-level transformations, by providing tools and templates and conducting workshops with key stakeholders
 - Build capabilities of the State health departments to evolve and sustain the transformation programmes. Institutionalize robust impact measurement tools and processes
 - Provide recommendations to NHA on policy, organization design, funding models, and specific thematic areas that Government of India should emphasize across states.
- 1.2.4 Any other work related to the scheme as specified by the Agency

1.3 The Scope of Services of the consultancy for the Technical Track includes, but not limited to the activities, mentioned below:

1.3.1 Preparatory work on the ICT aspect including:

- a) Prepare State-specific outreach plan and monitor the same for ICT roll-out
- b) Continuous monitoring support
- c) Technical recommendations to NHA
- d) Contract Management support
- e) Procurement support, including bid process management
- f) Monitoring security governance and architecture including security policies and procedures

1.3.2 Development of comprehensive and detailed ICT roadmaps for the next phase:

- a) Analyse the current situation of the State's health care and insurance IT systems;
- b) The roll out would include support
 - Hospital Empanelment
 - Package module with flexibility to States
 - System testing
 - Grievance Redressal for beneficiaries & hospitals
 - Payment system through PFMS
 - Audit & fraud detection
 - Protocols for portability of entitlement across States & transfer of payments across States
- c) Understand and analyse previous / current ICT initiatives undertaken by the State for health sector or insurance improvement – objectives, results, scale, efficacy, etc.
- d) Understand roadblocks / key challenges faced by various stakeholders
- e) Benchmark health insurance ICT improvement initiatives/ programmes in India as well as internationally and derive key learnings
- f) On the basis of the inputs above, develop a tailored transformation roadmap for electronic primary health records geared towards improving health insurance targeting and sector outcomes, including:
 - Documentation of assessing capacities at various levels of implementation.
 - Detailed roadmaps of interventions till December 2023
 - Create a completely integrated system from the existing ecosystem consisting of all health insurance related registers
 - Identification of key initiatives required for an integrated health insurance system. Such initiatives may include *inter-alia* policy interventions, specific projects, initiatives targeted towards re-engineering government business processes etc.

- Goals and objectives for each initiative
- Clear and specific rationale for including them – and why they will work
- Inter-dependencies amongst initiatives – to drive sequencing and roll-out

g) Develop high level implementation plan, including:

- Timelines for each initiative
- Sequencing/prioritization
- Key milestones and leading indicators of success
- Resource requirements for each initiative
- Financials required
- Key ICT capability gaps; need for external partners / third party service providers/ recruitment/training etc.
- Support required from other State Government departments/ central government

h) Develop risk mitigation plan, including potential risks and their intensity and possible resolutions

i) The PMCs shall delineate or categorize the identified initiatives/interventions into distinct sets of modules to facilitate State Governments take appropriate decisions on implementation. Such modules should be delineated through a robust framework considering factors such as optimizing inter-dependencies between various modules, intrinsic nature – short-term, medium term, long term, impact, priorities, requirement of resources and so on. It may be noted that the Agency would expect the PMCs to develop modules in such a manner that further assessments during the detailed design and roll-out planning activity, as envisaged in the next Phase, throws broadly consistent results that were taken into account by the State Governments while taking an appropriate decision for implementation approvals. This is to say that the key outputs of high-level transformation roadmap stays consistent with the outputs of detailing the transformation roadmap.

j) Making presentations, preparing reports/notes for facilitating review and approval of the roadmap / implementation plan of distinct modules with relevant stakeholders: e.g., Chief Minister, Chief Secretary, Minister/ Principal Secretary of line departments, etc.

1.3.3 On-the-ground implementation support towards creation of health registers, real time electronic updation and integration of all systems), Integration with IHIP and looking at the larger platform should be the goal for the below section

- a) For the modules of initiative(s) approved by the State & Centre for implementation after the completion of the previous Phase, develop designs and roll-out plans:
- Develop designs – e.g., specific initiative approach (pilots and then subsequent State-wise roll out), detailed roles of each key initiative-specific stakeholder, key workflows, etc. for real-time electronic updation of all registers and systems
 - For the States, that have both State Insurance and ABNHPM:

- There must be a State-wise segregation of electronic registries into ‘those under only State insurance’, ‘those only under ABNHPM’ and ‘those under both’ for beneficiaries, empanelled hospitals, packages and rates of packages.
 - Overlaps between State insurance and ABNHPM must be identified
 - Protocol for dealing with overlaps electronically in the case of an individual beneficiary must be developed, piloted and scaled so that 60:40 sharing between Centre & States is based on actual usage of intended ‘beneficiaries assigned to State or Centre’
 - Streamline payments through PFMS electronically so that system moves to accounting on 60:40 basis real time on gross basis at a pre-determined frequency (like it is done for GST (monthly) settlement)
 - Support and Monitor integration of all systems for EHRs including all registers listed above and move towards:
 - Real time individualised portability of entitlements & electronic tracking facility for insurance
 - Real time grievance redressal
 - Integrating fraud detection into the IT system and monthly updation
 - Transparent audits for systems, grievances, payments and clinics
 - GPS based location of health facilities and integration of all functionalities into a mobile app.
 - Creating and integrating electronic family health cards to each health & wellness centre and integrating them real time to the e-hospital MIS
 - Electronic tracing & tracking of hospital standards for ranking of all clinical establishments (based on NHPS & international Standards) entirely from EHR patient outcomes.
 - Carry out capability gap assessment for each initiative, including:
 - Technology gaps: e.g., MIS, workflow support, etc
 - Identify need for third party service providers to fill capacity/ capability gaps
 - Determine funding required and sources of funding
- b) Gear the States and NHA up for implementation in accordance with the terms of the ABNHPM scheme:
- Establish State-level teams to lead implementation and track progress
 - Provide implementation support to the State for various initiatives
 - Assist state teams with rigorous implementation processes and tools/ templates
 - Support roll-out of pilots (as required) and nation-wide scaling up of programmes
 - Assist in the tendering process, development of vendor procurement documents, running the procurement process, vendor selection and on-boarding, and vendor management / reviews – as required

- Facilitate communication and coordination between the concerned departments; expedite decision-making and action
 - Manage communication with key internal stakeholders at all levels—State headquarters, districts, and blocks—as well as external stakeholders (press, partners, etc.)
 - c) Track, monitor and course correct on an ongoing basis
 - Assist and guide the state teams to rigorously track, monitor and course-correct as well as iterate on the plan, as required, on the basis of results and learnings
 - Conduct field visits to form an ongoing independent point of view on the quality of execution and outcomes
 - Assist state teams in presenting updates to the Agency and other key stakeholders
 - d) Where needed, facilitate third-party assessment of the overall efficacy of the transformation programme
 - Assist in the tendering process for on-boarding third-party assessment providers for ABNHPM initiatives
 - Help design the contours of the third-party assessment – including the scope, approach/ methodology and deliverables/ timelines
 - e) Support State/ Central events, relevant to the ABNHPM scheme
 - f) Knowledge transfer and capability building
 - Create best practice docket on "large-scale transformation in public healthcare insurance" that can be disseminated to states
- 1.3.4 Any other work related to the scheme as specified by the Agency

2. MEETINGS

- (a) The Agency may review with the Selected Applicant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in at the Agency's office.
- (b) Further, the Selected Applicant may be required to attend meetings and conferences with other Govt. agencies/ State Governments or as directed by the Agency from time to time.
- (c) The expenses towards attending such meetings or at any other place during the period of Consultancy, including travel costs and lodging cost shall be included in the cost of the services.
- (d) The Agency may, in its discretion, require the Selected Applicant to participate in extended meetings and/or work from the offices of the Agency and the Selected

Applicant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of the Agency.

3. WORKING MODEL

- (a) Project team would work from the office location specified by NHA.
- (b) The project team would follow leave policy / holiday calendar of NHA
- (c) For the holidays/ leaves taken by PMC team members as per NHA policy, no payments would be deducted
- (d) NHA reserves the right to on-board/ off-board team members as per its requirements. NHA would provide a notice period of 15 days to the PMC to on-board/ off-board such resources
- (e) NHA reserves the right to request for change of personnel in case of non-performance. NHA would provide a notice period of 15 days to the PMC to replace such personnel

4. TIME & PAYMENT SCHEDULE

The payment schedule will be as under:

- Quarterly payments, calculated on the person-days spent on the project.
- Out of Pocket expenditure for outstation travel would be re-imbursed by NHA at actual, subject to a capping of 15% of the yearly fee. Any outstation travel has to be approved by NHA.

SCHEDULE – 2: AGREEMENT

AGREEMENT

FOR

**for Procurement of a Project Management Consultant for ABNHPM at National
Health Agency**

SCHEDULE-3: DATA SHEET

Reference	Description
Objective of the consulting assignment	Consultancy Services For Procurement of a Project management Consultant for ABNHPM at National Health Agency
Date of Issuance of the RFQ-cum-RFP	27th July 2018
Last date for submitting queries	31 st July, 2018
Pre Proposal Conference	1 st August, 2018 at 1600 hrs at 1530 hrs NHA Office, Nirman Bhawan, Government of India, New Delhi
Due Date time for Submission of Proposal (Proposal Due Date - PDD)	10th August, 2018 at 1530 hrs
Venue for Submission of Proposal on or before PDD	NHA Office, Nirman Bhawan, Government of India, New Delhi
Bid Validity	3 months from Proposal Due Date
Opening of the "RFQ" envelope	10th August, 2018 at 1600 hrs
Bid Security	INR 1,00,000/ -
Performance Security	10% of Total Financial Bid (Agreement Value)
Opening of the Technical Proposal	To be notified later
Presentation on Technical Proposal to Technical Sub-Committee	To be notified later
Evaluation of the Technical Proposal	Within 2 weeks from the date of Presentation on Technical Proposal
Opening of the Financial Proposal	To be informed later
Declaration of Short listed Firms	To be informed later
Contact Person	The General Manager National Health Agency Email: bk.datta@nic.in
Proposal submission	Consultants must submit: Pre-Qualification Proposal: Two copies (one original + one copy) and one soft copy (PDF Format) Technical Proposal: Two copies (one original + one copy) and one soft copy (PDF Format). Financial Proposal: One original hard copy.

Reference	Description
Evaluation weightage	The consultant to state cost in Indian Rupees only. The weights given to Technical Proposal and Financial Proposal are $T_w=0.8$ and $F_w= 0.2$ respectively
Letter of Award (LoA)	15 days from date of opening of Financial Proposal
Signing of Agreement	Within 15 days of LoA

SCHEDULE-4: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFQ-cum-RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Agency and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Agency and Consultants:
 - (i) Potential consultant should not have defined the project when earlier working for the Agency.
 - (b) Consultants and Concessionaires/Contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Agency who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Agency. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Agency.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Agency but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest; they should report any present/ potential conflict of interest to the Agency at the earliest. Officials of the Agency involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-1

LETTER OF PROPOSAL

(On Applicant's letter head)

[Location, Date]

To.

The General Manager

National Health Agency

***Sub: Request for Qualification (RFQ)-cum-Request for Proposal (RFP) for
Procurement of a Project management Consultant for ABNHPM at National Health
Agency***

Dear Sir,

With reference to your RFQ-cum-RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Agency any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Agency to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFQ-cum-RFP Documents, including any Addendum issued by the Agency;

- (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFQ-cum-RFP Document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ-cum-RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Agency or any other public sector enterprise or any government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ-cum-RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.7 of the RFQ-cum-RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.[§]
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Agency [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. The Bid Security of Rs. (Rupees) in the form of a Demand Draft is attached, in accordance with the RFQ-cum-RFP document.

[§] In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Agency will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

13. I/We agree and understand that the proposal is subject to the provisions of the RFQ-cum-RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFQ-cum-RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-5.
16. In the event of my/our firm/ being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFQ-cum-RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFQ-cum-RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Agency or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFQ-cum-RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFQ-cum-RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Member)

(Name and seal of the Applicant / Lead

APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-2

Particulars of the Applicant

1.1	Title of Consultancy: PREPARATION OF FEASIBILITY REPORT
1.2	Title of Project: Project
1.3	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.6	For the Applicant, , state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India. (ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No (iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No (iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.

1.7	<p>Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Agency and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Agency only? Yes/No</p> <p>(Signature, name and designation of the authorised signatory) For and on behalf of</p>

APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-3 (A)

Abstract of Eligible Assignments of the Applicant[§]

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Payment ^{§§} of professional fees received by the Applicant (in Rs. crore)
(1) [£]	(2)	(3)	(4)	(5)
1				
2				
3				
4				

[§] The Applicant should provide details of only those projects that have been undertaken by it under its own name.

^{§§} Exchange rate for conversion of US \$ shall be as per RFQ-cum-RFP

[£] The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Appendix-I.

<p>Certificate from the Statutory Auditor[§]</p> <p>This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>
--

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

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant

APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-3 (B)

Abstract of Specific Assignments of the Applicant[§]

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Payment ^{§§} of professional fees received by the Applicant (in Rs. crore)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

[§] The Applicant should provide details of only those projects that have been undertaken by it under its own name.

^{§§} Exchange rate for conversion of US \$ shall be as per RFQ-cum-RFP

[£] The names and chronology of Specific Assignments included here should conform to the project-wise details submitted in Appendix-I.

<p>Certificate from the Statutory Auditor[§]</p> <p>This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>
--

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

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant

APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-4

Average Annual Turnover from Consultancy Services of the Applicant

Sr. No.	Financial years	Annual Turnover from Consultancy Services of Applicant (INR)
1.	2014-15	
2.	2015-16	
3.	2016-17	
4.	Average Annual Turnover from Consultancy Services of Applicant	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor / Chartered Accountant

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-5

Format for Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Technical Consultant for for the Project, proposed to be developed by the (the “Agency”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Agency, representing us in all matters before the Agency, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Agency in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Agency.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-6

Format for Power of Attorney

Whereas the National Health Agency (the “Agency”) has invited proposals for selection of consultant for [name of assignment] (the “Consultancy”).

Whereas, [name of Party] is interested in bidding for the

Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Applicant to designate one of their officials as the in-charge with all necessary power and authority to do for and on behalf of the Applicant, all acts, deeds and things as may be necessary in connection with the Applicant’s bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], do hereby irrevocably designate, nominate, constitute, appoint and authorise <name> to conduct all business for and on behalf of the Applicant during the bidding process and, in the event the Applicant is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Applicant, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Applicant and generally to represent the Applicant in all its dealings with the Client, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Applicant’s bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the Client.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE THE <> ABOVE NAMED HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

Notes:

1. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-7

Format for Bank Guarantee Format for Bid Security

(Refer Clause 2.19)

B.G. No.

Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Agency”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (hereinafter referred to as the “**Applicant**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for appointment of Consultant for [name of assignment] (hereinafter referred to as the “Consultancy”) pursuant to the RFQ-cum-RFP Document dated issued in respect of the Consultancy and other related documents including without limitation the Agreement (hereinafter collectively referred to as “**RFQ-cum-RFP**”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “**Bank**”), at the request of the Applicant, do hereby in terms of relevant clause of the RFQ-cum-RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ-cum-RFP Documents by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Agency an amount of Rs. (Rupees only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ-cum-RFP Documents.
2. Any such written demand made by the Agency stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ-cum-RFP Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Agency is disputed by the Applicant or not, merely on the first demand from the Agency stating that the amount claimed is due to the Agency by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFQ-cum-RFP Documents including failure of the said Applicant to keep its Proposal open during the Bid validity period as set forth in the said RFQ-cum-RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 135 (one hundred and thirty five) days from the Proposal Due Date and a further claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Agency and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Agency shall be entitled to treat the Bank as the principal debtor. The Agency shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ-cum-RFP Document or to extend time for submission of the Proposals or the Bid Validity period or the period for conveying of Letter of Acceptance to the Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ-cum-RFP Document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ-cum-RFP Document or the securities available to the Agency, and the Bank shall not be released from its liability under these presents by any exercise by the Agency of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Agency or any indulgence by the Agency to the said Applicant or by any change in the constitution of the Agency or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Agency to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Agency may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Agency in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Agency serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-II: TECHNICAL PROPOSAL: FORM-1

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than five pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than ten pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-II: TECHNICAL PROPOSAL: FORM-2(A)

Team Composition and Task Assignments

1. Key Personnel				
Name of staff and position assigned	Firm	Area of expertise	Educational Qualifications and Relevant Experience	Tasks assigned

APPENDIX-II: TECHNICAL PROPOSAL: FORM-2 (B)

Curriculum Vitae (CV) of Key Personnel

1.	Proposed position				
2.	Name of firm				
3.	Name of staff				
4.	Date of birth				
5.	Nationality				
6.	Education			[Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]	
7.	Membership of Professional Organizations				
8.	Training & Publications			[Indicate significant training education degrees (under 5) were obtained]	
9.	Countries of Work Experience			[List countries where staff has worked in the last ten years]	
10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			
11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration	
				YYYY to present	
12.	Details of tasks assigned				
13.	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned			[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]	

		Name of assignment or project: Year:
		Location:
		Client: Project Cost and Consultancy Fee:
		Main project features: Positions held: Activities performed:
14.		Name of assignment or project: Year: Location: Client: Project Cost and Consultancy Fee: Main project features: Positions held: Activities performed:
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.
Signature		Signature
Date: [dd/mm/yyyy]		Date: [dd/mm/yyyy]
Name of staff member:		Name of Authorized Signatory:

Note:

Please strictly restrict the number of pages per CV to six (06) pages (three sheets if printed both sides). The one-page summary shall be over and above the six (06) page CV. Pages in the CV greater than these limits shall not be considered for evaluation. Please strictly follow the above template for the key staff CV since any deviation may lead to deduction in marks.

APPENDIX-II: TECHNICAL PROPOSAL: FORM-3(A)

Eligible Assignments of Key Personnel

	Name of Key Personnel:	
	Designation of Key Personnel:	
	Name of the Project:	
	Length in km or other particulars	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address: (indicate whether public or private)	
	Name and telephone no. of client's representative:	
	Estimated capital cost of the Project (in Rs crore or US\$ million):	
	Start date of the services (month/ year):	
	Finish date of the services (month/ year):	
	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Assignment.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per the RFQ-cum-RFP

APPENDIX-II: TECHNICAL PROPOSAL: FORM-3(B)

Specific Assignments of Key Personnel

	Name of Key Personnel:	
	Designation of Key Personnel:	
	Name of the Project:	
	Length in km or other particulars	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address: (indicate whether public or private)	
	Name and telephone no. of client's representative:	
	Estimated capital cost of the Project (in Rs crore or US\$ million):	
	Start date of the services (month/ year):	
	Finish date of the services (month/ year):	
	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Specific Assignment.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per the RFQ-cum-RFP

APPENDIX-II: TECHNICAL PROPOSAL: FORM-4

Abstract of Assignments of Key Personnel[§]

Name of Key Personnel:

Designation:

S.No	Name of Project ^s	Assignment Category [Eligible / Specific]	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment / Current Status	Mandays spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

[§] Use Separate Form for each Key Personnel.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-II: TECHNICAL PROPOSAL: FORM-5

Proposal for Sub-Consultant(s)

(Refer Clause 2.13.8)

1.	Details of the Firm				
	Firm's Name, Address and Telephone				
	Name and Telephone No of the Contact Person				
	Field of Expertise				
	No of Years in business in the above Field				
2.	Services that are proposed to be sub contracted				
3.	Person who will lead the Sub-Consultant				
	Name: Designation: Telephone No: Email:				
4.	Details of Firm's previous experience				
	Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
	1.	1.	1.	1.	1.
	2.	2.	2.	2.	2.
	3.	3.	3.	3.	3.
(Signature and name of the authorised signatory)					

Note:

The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Form 2 and Form 3 of Appendix-II

Use separate form for each Sub-Consultant

APPENDIX-III: FINANCIAL PROPOSAL: FORM-1

Covering Letter

(On Applicant's letter head)

To

The General Manager

National Health Agency

(Tel):

Email: bk.datta@nic.in

Dear Sir,

*Subject: Request for Qualification (RFQ)-cum-Request for Proposal (RFP) for
Procurement of a Project management Consultant for ABNHPM at National Health
Agency*

We, the undersigned, offer to provide the services for _____ <name of assignment> _____ in accordance with your RFQ-cum-RFP dated _____ and our Proposal. We, _____ (Authorized signatory's name) herewith enclose the Financial Proposal for the above. Our attached Financial Proposal is for a sum of ____ <amount(s) in words and figures> _____.

We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the due date or such further period as may be mutually agreed upon.

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:



AYUSHMAN BHARAT
NATIONAL HEALTH
PROTECTION MISSION
AB-NHPM

Note: The Financial Proposal is to be submitted strictly as per Form 2 of Appendix-III given in the RFQ-cum-RFP.

APPENDIX-III: FINANCIAL PROPOSAL: FORM-2

Financial Proposal

Subject: Request for Qualification (RFQ)-cum-Request for Proposal (RFP) for
Procurement of a Project management Consultant for ABNHPM at National Health Agency

Sr. No.	Description	Amount in words (INR)	Amount in figures (INR)
1	Bid excluding Applicable Taxes		
2	Applicable Taxes		
3	Total Financial Bid including Applicable Taxes		

Note:

1. The financial evaluation shall be based on the Total Financial Bid (as at Sr. No. 3 of the table above);
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

APPENDIX-III: FINANCIAL PROPOSAL: FORM-3

Estimates of Personnel Costs

Key Personnel					
S.No	Name	Position	Man day Rate (Rs.)	Total Man Days	Amount (Rs)
1					
2					
3					
4					
5					
Sub Total for Key Personnel (A)				[sum of Man days]	[sum of Amount]

SCHEDULE – 2: AGREEMENT

MODEL AGREEMENT

FOR

Project management Consultant

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AGREEMENT

Preparation of Feasibility Report for Project

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [President of India acting through] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (Hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for Preparation of Feasibility Report (hereinafter called the “**Consultancy**”) for the Project (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFQ-cum-RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFQ-cum-RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;

- (i) “**Government**” means the Government of
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (k) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (l) “**Party**” means the Authority or the Consultant, as the case may be, and **Parties** means both of them;
- (m) “**Personnel**” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (o) “**RFQ-cum-RFP**” means the Request for Qualification cum Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (p) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) “**Sub-Consultant**” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.6; and
- (r) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFQ-cum-RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFQ-cum-RFP; and
- (d) Letter of Award.

1.2 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

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

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

- (a) The Services shall be performed at the offices of the NHA, in accordance with the provisions of RFQ-cum-RFP and at such locations as are incidental thereto, including the offices of the Consultant.
- (b) The Authority may require the Consultant to spend required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any un-reasonable delay.

1.9 Authority of Lead Member

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

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Tel:

Mobile:

Email:

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

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Tel:

Mobile:

Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 **Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 **Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFQ-cum-RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFQ-cum-RFP shall apply.

2.6 **Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 **Force Majeure**

2.7.1 Definition

- (a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or

within such further period as the Authority may have subsequently granted in writing;

- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 **Conflict of Interest**

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFQ-cum-RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged

in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFQ-cum-RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression 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 person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement

disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2 whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 It is agreed that:

- (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 10,00,000/- (Rs. Ten Lakhs Only);
- (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or

(ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the contract. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.

- (d) Employer’s liability and workers’ compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- (e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant’s costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant’s actions requiring the Authority’s prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex–2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority and officials of the Authority, having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT’S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, name and the estimated periods of engagement in carrying out the Service by each of the Consultant’s Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall seek requisite approval from the Authority. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority’s consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.4, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.6 Sub-Consultants

Sub-Consultants listed in Annex-2 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 0.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant and the schedule of the payment to be followed by the Authority are set forth in Annex-3 and Annex-4 respectively of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “Agreement Value” or the “Contract Value”). The Parties agree that the Agreement Value is Rs. (Rupees.).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultants in order to cover any additional expenditure not envisaged in the cost estimates referred in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed

and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3(c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 Within 15 days from the issuance of Letter of Award by the Authority, the Successful Applicant shall furnish Performance Security, for an amount mentioned in SCHEDULE-3 DATA SHEET. This Performance Security shall remain valid up to 3 (three) months after the date of completion of all contractual obligations by the Successful Applicant. The Performance Security shall be in the prescribed form as provided in the RFQ-cum-RFP. Refer Annex-7 for Format of Performance Security.
- 7.1.2 Liquidated Damages for error/variation: In case any substantial error or variation or lack of integrity in the Survey data submitted by the firm is detected and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the National Health Agency in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.
- 7.1.3 Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1.0% (one per cent) of the Contract Value per week, subject to a maximum of 10 % (ten per cent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted.
- 7.1.4 If Consultant fails to fulfil its obligations in terms of the Agreement, the amount of the Performance Security shall be payable to the Authority as compensation and the Authority can invoke the said Performance Security.
- 7.1.5 If any amendment is issued to the contract, the contracting firm shall, within twenty one 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.

- 7.1.6 The Authority shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, the Authority will release the performance security without any interest to the firm on completion of the firm's all contractual obligations.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon [Secretary, Department] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment]¹ shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

¹ Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than Rs. 2 crore, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than Rs. 2 crore, the provision for a Board shall be retained. Depending upon the Agreement Value, one of the two square parentheses shall be deleted from Clause 9.4.2 prior to the Agreement.

Model Draft Agreement for Procurement of a Project management Consultant

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DDELIVERED

For and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

ANNEXES

Annex – 1: Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFQ-cum-RFP “Scope of Services”)

1.1.1. To provide technical assistance in specified areas as to the NHA in helping it achieve the NHPM goals and objectives. The PMU is a coordinating, assisting and not an implementing agency unless specifically requested to. PMU is required to focus and bring in technical and professional expertise in the areas of expertise which include:

- Operations,
- Hospital Network and Quality Assurance, Patient Safety & Standards,
- Information systems and National Health Network,
- Monitoring, Research and Evaluation,
- State support, Coordination and convergence,
- Capacity building,
- Awareness Generation and Grievance redressal.

This unit will report to CEO NHA and provide strategic support for the implementation of NHPM in providing technical assistance to strengthen and inform the NHA with possible opportunities and recommendation to improve the same by developing the strategic document.

A very important structure of the programme the PMU comes with significant tasks to deliver; it provides high standard of respect to the policy makers, stakeholders and State and field level implementers. This unit is not encouraged to communicate with media and divulge any information / data of the Program without the prior permission from CEO NHA

This unit has been provided with full freedom of analysing any upcoming challenges, issues and provide feasible recommendation to NHA. The Program Management Unit provides technical support to these SHA and builds their capacity based on the need of the programme and personnel at the unit as per the direction of CEO NHA.

The Scope of Services of the consultancy shall be undertaken in Three Phases:

- 1.1.2. Prepare information and marketing collateral on ABNHPM services/ initiatives to solicit attention and interest from States. For this activity, NHA will share details of requisite background information and broader intent of this scheme.
- 1.1.3. Prepare State-specific outreach – including high-level vision and intent of the ABNHPM, articulating value proposition to States through this project and benefits of implementing a structured Centre-State collaborative approach for health insurance
- 1.1.4. Shortlist initiatives under ABNHPM for priority implementation through subsequent phases of this assignment. The Authority envisages initiatives to be shortlisted and selected in a manner such that its implementation could be realized in a time-bound manner (as given in the TOR). This activity would include assistance in following activities:
 - Formulating and finalizing short listing initiative criteria/framework for States: this may include factors such as current context of government health insurance in the

State; achievements and issues, potential aspirations for transforming the sector, political and bureaucratic buy-ins on this initiative etc.

- Researching and analyzing sector related information from States as per the evaluation requirements;
- Recommending composition of the evaluation committee for short listing;
- Facilitating presentations, meetings and/ or briefing notes by NHA, if required, to States;

1.1.5. Develop NHA engagement models with the States – articulating roles and responsibilities of States and NHA, governance structure, funding mechanism, review mechanism, working model, success and key outcome parameters in line with States’ aspirations for transforming the sector etc.

1.2 Development of comprehensive and detailed roadmaps for track 2

1.2.1. Analyse the current situation of the State's health care and insurance system;

1.2.2. The roll out would include support

- Hospital Empanelment
- Package module with flexibility to States
- IT system testing
- Grievance Redressal for beneficiaries & hospitals
- Payment system through PFMS
- Audit & fraud detection
- Protocols for portability of entitlement across States & transfer of payments across States

1.2.3. Understand and analyse previous / current initiatives undertaken by the State for health sector or insurance improvement – objectives, results, scale, efficacy, etc.

1.2.4. Understand roadblocks / key challenges faced by various stakeholders

1.2.5. Benchmark health insurance sector improvement initiatives/ programmes in India as well as internationally and derive key learnings

1.2.6. On the basis of the inputs above, develop a tailored transformation roadmap for electronic primary health records geared towards improving health insurance targeting and sector outcomes, including:

- Documentation of assessing capacities at various levels of implementation.
- Detailed roadmaps of interventions till December 2023
- Create a completely integrated system from the existing ecosystem consisting of all health insurance related registers
- Identification of key initiatives required for an integrated health insurance system. Such initiatives may include *inter-alia* policy interventions, specific projects, initiatives targeted towards re-engineering government business processes etc.
- Goals and objectives for each initiative
- Clear and specific rationale for including them – and why they will work
- Inter-dependencies amongst initiatives – to drive sequencing and roll-out

- 1.2.7. STG or standards of care feasibility into AB-NHPM
- 1.2.8. Develop high level implementation plan, including:
 - Timelines for each initiative
 - Sequencing/prioritization
 - Key milestones and leading indicators of success
 - Resource requirements for each initiative
 - Financials required
 - Key capability gaps; need for external partners / third party service providers/ recruitment/training etc.
 - Support required from other State Government departments/ central government
- 1.2.9. Develop risk mitigation plan, including:
- 1.2.10. Potential risks and their intensity
- 1.2.11. Possible resolutions
- 1.2.12. Prepare a communication plan
 - Stakeholders and communication objectives
 - Modes and frequency of communication
 - Feedback mechanisms
- 1.2.13. The PMCs shall delineate or categorize the identified initiatives/interventions into distinct sets of modules to facilitate State Governments take appropriate decisions on implementation. Such modules should be delineated through a robust framework considering factors such as optimizing inter-dependencies between various modules, intrinsic nature – short-term, medium term, long term, impact, priorities, requirement of resources and so on. It may be noted that the Authority would expect the IPMCs to develop modules in such a manner that further assessments during the detailed design and roll-out planning activity, as envisaged in the next Phase, throws broadly consistent results that were taken into account by the State Governments while taking an appropriate decision for implementation approvals. This is to say that the key outputs of high-level transformation roadmap (part of Phase II) stays consistent with the outputs of detailing the transformation roadmap.
- 1.2.14. Making presentations, preparing reports/notes for facilitating review and approval of the roadmap / implementation plan of distinct modules with relevant stakeholders: e.g., Chief Minister, Chief Secretary, Minister/ Principal Secretary of line departments, etc.
- 1.2.15. Towards the end of this phase, the State and Central Government are expected to review modules of identified initiatives/interventions and indicate their explicit approval for proceeding to the next phase. At this stage, the state/Centre may then direct the IPMC to facilitate implementation of a select number of modules based on their own priorities and/or constraints. It is further stated that the Authority/State Governments, as the case may be, would make the payments for the next Phase on a per module-basis as specified under Clause 3.0 of this document.
- 1.3 On-the-ground implementation – creation of health registers, real time electronic updation and integration of all systems)

Integration with IHIP and looking at the larger platform should the goal for the below section

- 1.3.1. For the modules of initiative(s) approved by the State & Centre for implementation after the completion of the previous Phase, develop detailed designs and roll-out plans:
- **Develop detailed designs – e.g., specific initiative approach (pilots and then subsequent State-wise roll out), detailed roles of each key initiative-specific stakeholder, key workflows, etc for real-time electronic updation of all registers and systems**
 - **For the 8 States, that have both State Insurance and ABNHPM:**
 - **There must be a State-wise segregation of electronic registries into ‘ those under only State insurance’, ‘those only under ABNHPM’ and ‘those under both’ for beneficiaries, empanelled hospitals, packages and rates of packages.**
 - **Overlaps between State insurance and ABNHPM must be identified**
 - **Protocol for dealing with overlaps electronically in the case of an individual beneficiary must be developed, piloted and scaled so that 60:40 sharing between Centre & States is based on actual usage of intended ‘beneficiaries assigned to State or Centre’**
 - **Streamline payments through PFMS electronically so that system moves to accounting on 60:40 basis real time on gross basis at a pre-determined frequency (like it is done for GST (monthly) settlement)**
 - **Facilitate and ensure the integration of all systems for EHRs including all registers listed above and move towards:**
 - **Real time individualised portability of entitlements & electronic tracking facility for insurance**
 - **Real time grievance redressal**
 - **Integrating fraud detection into the IT system and monthly updation**
 - **Transparent audits for systems, grievances, payments and clinics**
 - **GPS based location of health facilities and integration of all functionalities into a mobile app.**
 - **Creating and integrating electronic family health cards to each health & wellness centre and integrating them real time to the e-hospital MIS**
 - **Electronic tracing & tracking of hospital standards for ranking of all clinical establishments (based on NHPS & international Standards) entirely from EHR patient outcomes.**
 - **Carry out detailed capability gap assessment for each initiative, including:**
 - **Organizational gaps: e.g., structural challenges, role clarity, incentives**
 - **Process gaps: e.g., inefficient/ redundant processes, turnaround time**
 - **Technology gaps: e.g., MIS, workflow support, etc**
 - **Develop a detailed rollout plan for each initiative: including district sequencing (where applicable), pilot planning – and other key activities, responsibilities and timelines**
 - **Determine resource requirements (HR, supplies, system support, etc.)**
 - **Identify need for third party service providers to fill capacity/ capability gaps**
 - **Determine funding required and sources of funding**

- 1.3.2. Gear the States and NHA up for implementation in accordance with the terms of the ABNHPM scheme:
- **Establish State-level teams to lead implementation and track progress**
 - Provide implementation support to the State for various initiatives
 - Assist state teams with rigorous implementation processes and tools/ templates
 - **Support roll-out of pilots (as required) and nation-wide scaling up of programmes**
 - **Assist in the tendering process, development of vendor procurement documents, running the procurement process, vendor selection and on-boarding, and vendor management / reviews – as required**
 - **Facilitate communication and coordination between the concerned departments; expedite decision-making and action**
 - **Manage communication with key internal stakeholders at all levels—State headquarters, districts, and blocks—as well as external stakeholders (press, partners, etc.)**
- 1.3.3. Track, monitor and course correct on an ongoing basis
- **Assist and guide the state teams to rigorously track, monitor and course-correct as well as iterate on the plan, as required, on the basis of results and learnings**
 - **Conduct field visits to form an ongoing independent point of view on the quality of execution and outcomes**
 - **Assist state teams in presenting updates to the Authority and other key stakeholders**
- 1.3.4. Where needed, facilitate third-party assessment of the overall efficacy of the transformation programme
- **Assist in the tendering process for on-boarding third-party assessment providers for ABNHPM initiatives**
 - **Help design the contours of the third-party assessment – including the scope, approach/ methodology and deliverables/ timelines**
- 1.3.5. Support State/ Central events, relevant to the ABNHPM scheme
- 1.3.6. Knowledge transfer and capability building
- **Create best practice docket on "large-scale transformation in public healthcare insurance" that can be disseminated to states**
 - **Build capabilities of NHA to support state-level transformations, by providing tools and templates and conducting workshops with key stakeholders**
 - **Build capabilities of the State health departments to evolve and sustain the transformation programmes. Institutionalize robust impact measurement tools and processes**
 - **Provide recommendations to NHA on policy, organization design, funding models, and specific thematic areas that Government of India should emphasize across states.**
- 1.3.7. Any other work related to the scheme as specified by the Authority

Annex – 2: Deployment of Personnel

(Refer Clause 4.2)

(Reproduce as per Form-2 of Appendix-II)

Annex – 3: Estimates of Personnel Costs

(Refer Clause 4.2)

(Reproduce as per Form-2 of Appendix-II)

Annex – 4: Approved Sub-Consultant(s)

(Refer Clause 4.6)

(Reproduced as per Form-5 of Appendix-II)

Annex – 5: Cost of Services

(Refer to Clause 6.1)

(Reproduce as per Form-2 of Appendix-III)

Annex – 6: Payment Schedule

(Refer Schedule 1 -4)

Annex – 7: Bank Guarantee for Performance Security

(Refer Clause 7.1.1)

Ref.: Bank Guarantee:

Date:

Dear Sir,

WHEREAS _____ (name and address of the firm) (hereinafter called the Consulting Agency) has undertaken to offer consultancy, in pursuance of RFQ CUM RFP/ contract no. _____ dated _____, for “Preparation of Concept Development Plans and Detailed Master plans for Holistic Development of Package II islands” (herein after called — the contract).

AND WHEREAS it has been stipulated by you in the said contract that the Consulting Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Consulting Agency _____ such a bank guarantee;

NOW, THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consulting Agency, up to a total of _____ <amount of the guarantee in words and figures>, and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Consulting Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consulting Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consulting Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Consulting Agency.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Model Draft Agreement for Procurement of a Project management Consultant

This guarantee shall be valid up to and including the _____ day of _____, 20____.

(Signature of the authorised officer of the Bank with date)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch