



Request for Proposal (RFP)

**Selection of Program Management Consultant
(PMC) for National Digital Health Mission
(NDHM)**

Volume II: Evaluation and Bidding Process

RFP No: S-12019/85/2020

Date of Publishing: 26.08.2020

Disclaimer

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

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

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

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

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

About this RFP

This RFP is meant to invite proposals from interested organizations capable of delivering ‘**scope of work**’ of Program Management Consultant as prescribed in this document. The content of this RFP has been documented as a set of three (III) volumes explained below.

- **RFP Volume I: Scope of Work:** Volume I of RFP provides details on the proposed scope of work and other requirements that NHA deems necessary to share with the potential bidders.
- **RFP Volume II: Evaluation and Bidding Process:** Volume II of RFP provides details that may be needed by the potential bidders to understand their eligibility, bidding process and formats for preparing the bids.
- **RFP Volume III: Contractual and Legal Specifications:** Volume III of RFP provides the contractual and legal terms that NHA wishes to specify at this stage.

This is Volume II.

Abbreviations

Abbreviation	Description
API	Application Program Interface
APM	Application Performance Management
APT	Advanced Persistent Threat
AYUSH	Ministry of Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy
AYUSH-CCIM	AYUSH- Central Council of Indian Medicine
CDN	Content Delivery Network
CDS	Clinical Decision Support System
CEO	Chief Executive Officer
COTS	Commercial off the Shelf
CPPP	Central Public Procurement Portal
DAM	Database Activity Monitoring
DDOS	Distributed Denial of Service
DLP	Data Leak Prevention
DPR	Detailed Project Report
DR	Disaster Recovery
DSS	Digital Service Standards
DSC	Digital Signature Certificates
EMD	Earnest Money Deposit
EMR	Electronic Medical Record
GIS	Geographical Information System
GSTN	Goods and Services Tax Network
HFR	Health Facility Registry
HIE	Health Information Exchange
HIPS	Host Intrusion Prevention System
HIS	Hospital Information System
HSM	Hardware Security Module
IAM	Identity and Access Management
ICT	Information and Communication Technology
IPC	Indian Penal Code
IPR	Intellectual Property Rights
IT	Information Technology
KT	Knowledge Transfer
LMS	Learning Management System
LoA	Letter of Award
LoI	Letter of Intent
MoHFW	Ministry of Health and Family Welfare
MSP	Managed Service Provider
NCD Registry	Non-Communicable Diseases Registry
NDA	Non-Disclosure Agreement

Abbreviation	Description
NDHB	National Digital Health Blueprint
NDHE	National Digital Health Ecosystem
NDHM	National Digital Health Mission
NHA	National Health Authority
NHP	National Health Policy
NHS-UK	National Health Service- United Kingdom
OSS	Open Source Software
PBG	Performance Bank Guarantee
PFMS	Public Financial Management System
PHR	Personal Health Record
PIM/PAM	Privileged Identity Management/ Privileged Access Management
PMC	Program Management Consultant
PM-JAY	Pradhan Mantri Jan Arogya Yojana
PMU	Program Management Unit
POC	Privacy Operations Center
QCI	Quality Council of India
RFP	Request for Proposal
SECC	Socio-Economic Caste Census
SHA	State Health Agency
SLA	Service Level Agreement
SMS	Short Message Service
SOC	Security Operations Center
SSL VPN	Secure Sockets Layer Virtual Private Network
UAT	User Acceptance Testing
UHID	Unique Health ID
UIDAI	Unique Identification Authority of India
UT	Union Territory
VAS	Value Added Service

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Invitation to Proposal

New Delhi

Date: 26.08.2020

The Government of India is committed to ensuring highest possible level of health and well-being for all, through a preventive and promotional health care orientation in developmental policies and universal access to good quality health care services without anyone having to face financial hardship. The National Health Policy (NHP) 2017 had defined the vision of 'health and wellbeing for all at all ages'. Continuum of care is a concept strongly advocated by the policy. Citizen centricity, quality of care, better access, universal health coverage, and inclusiveness are some of the key principles on which the NHP is founded. All these aspirations can be realized principally by leveraging the power of the digital technologies. In the Indian context, due to its size and diversity, this mammoth task requires that a holistic, comprehensive and interoperable digital architecture is crafted and adopted by all the stakeholders. In the absence of such architecture, the use of technology in the health sector continues to grow in an uneven manner and in silos.

In the above context, the Committee constituted by the Ministry of Health and Family Welfare recognized the need for creating a framework for the evolution of a National Digital Health Eco-system (NDHE). The same resulted in to creation of a National Digital Health Blueprint (NDHB), which in addition to being an architectural vision, also provides specific guidance on its implementation. NDHB recognizes the need to establish a specialized National Digital Health Mission (NDHM) that can drive the implementation of the Blueprint and promote and facilitate the evolution of NDHE.

NHA shall provides overall vision and stewardship for the design, roll-out, implementation and management of NDHM in alliance with other ministries, state governments and key stakeholders. Inter-alia, this includes, formulation of NDHM policies, development of operational guidelines, implementation mechanisms, coordination with stakeholders, monitoring and oversight of NDHM. The NDHM shall be implemented by a selected Managed Service provider (MSP) and shall have many technology blocks which will need to be developed and implemented.

The objective of this RFP is to invite proposals from eligible and qualified Consultancy firms with sound technical and financial capabilities which meet the eligibility and qualify as per selection criteria, for a setting up a **Program Management Consultancy (PMC) for National Digital Health Mission (NDHM)**. The selection of the PMC shall be done as per least cost system i.e. L1 method as specified in this RFP.

The official website for accessing the information related to this RFP is- Central Public Procurement Portal (CPPP) i.e. <https://eprocure.gov.in/eprocure/app>. Interested bidders are requested to submit their proposals on CPPP to the "RFP" on or before 28.09.2020, 1700 hours.

Thank you and we look forward to receiving your proposal.

Warm regards-

General Manager (Administration),
National Health Authority

Fact Sheet

#	Reference	Description
1.	RFP number	S-12019/85/2020
2.	Name of Purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India
3.	Date of publishing of RFP	26.08.2020
4.	RFP Title	Selection of Program Management Consultant for National Digital Health Mission
5.	Availability of RFP document	NHA has published RFP on- a. Central Public Procurement Portal (www.eprocure.gov.in) b. Website of PM-JAY (www.pmjay.gov.in)
6.	Method of selection	Three stage process comprising of: a. Pre-Qualification Evaluation, b. Technical Evaluation, and c. Commercial Evaluation The final selection of PMC shall be based on least cost system i.e. L1 method.
7.	Date till which the RFP response/bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
8.	Earnest Money Deposit and validity	The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) as per the details specified in section 1.4 (volume II) of this RFP. EMD must remain valid for at least 45 days beyond the final bid validity i.e. 180 + 45 days from the last date of bid submission.
9.	Pre-Bid Queries	Clarification(s) must be requested on or before 10.09.2020, 2359 hours. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure 1 (Template for Pre-Bid Queries) (V-II) of this volume of the RFP. The e-mail address for requesting clarification is: Bk.datta@nic.in
10.	Pre-Bid Meeting	Date- 03.09.2020, 1100 hours onwards Venue- National Health Authority, 9th floor, Tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi – 110001 (Considering the current situation NHA may decide to conduct the pre-bid meeting through electronic mode, the details for the same shall be posted on PM-JAY website www.pmjay.gov.in. Bidders are requested to regularly check the website for such updates.)
11.	Bid submission	The last date and time for submission of proposal is on or before 28.09.2020, 1700 hours. The bidder's proposal needs to be submitted online at www.eprocure.gov.in on or before the last date and time of submission.

#	Reference	Description
12.	Currency	The bidder to state all costs in Indian Rupees only (₹).
13.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
14.	Date, Time and venue for opening of pre-qualification bids of all bidders	Date- 29.09.2020, 1700 hours onwards Venue- (On CPPP) National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi - 110001
15.	Tentative date, time and venue for opening of technical bids (only of the bidders who have qualified in the pre-qualification stage)	Date- To be announced later. Venue- as per serial # 14
16.	Date, Time and Venue for Technical presentation (only of the bidders who have qualified in the pre-qualification stage)	Date- To be announced later. Venue- as per serial # 14 (Considering the current situation NHA may decide to conduct the technical presentation through electronic mode, the details for the same shall be share with all the bidders qualified in pre-qualification stage)
17.	Date, Time and Venue for commercial bid opening (only of the bidders who have qualified in the technical evaluation stage)	Date- To be announced later. Venue- as per serial # 14

1 Instructions to Bidders

1.1 Objectives of this RFP

The National Health Authority (hereinafter to be referred as NHA), through this RFP, invites Proposals from consultancy firms (hereafter referred as 'Bidders') for Selection of Program Management Consultant for National Digital Health Mission which meets the evaluation criteria and can deliver the scope specified in this RFP.

1.2 General

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFP.
2. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NHA.
5. NHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of NHA.

1.3 Availability of RFP Document

1. NHA has published RFP on -
 - a) Website of PM-JAY (www.pmjay.gov.in)
 - b) Central Public Procurement Portal (www.eprocure.gov.in)

1.4 Bid Security/EMD

1. The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) for an amount of INR 1,00,00,000 (Indian rupees One Crore) as bid security fee in the form of a bank guarantee OR Bankers Cheque OR bank guarantee issued by any nationalized or scheduled commercial bank (of India) in the format provided in Annexure V (of volume II)
2. Bids submitted without the EMD, or without adequate EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
3. EMD is required to be submitted manually at NHA office and a scan copy of the same needs to be uploaded on CPPP.
4. EMD in any other form will not be accepted.
5. EMD must remain valid for at least 45 days beyond the final bid validity period and the validity of the EMD should be extended in the event the last date of bid validity is extended. No interest will be payable by the NHA on the EMD.

6. The EMD is required to protect NHA against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause 11 below.
7. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
8. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in Annexure V (Format for Performance Bank Guarantee), Volume II) by the successful Bidder.
9. In case the EMD is not received within the stipulated deadline (provided in Fact Sheet) then NHA reserves the right to forthwith and summarily reject the proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
10. Submission of EMD is applicable to all bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.
11. The EMD may be forfeited-
 - a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity or its extended period, if any.
 - b) In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
 - d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words that would prevail over amount in figures.

1.5 Bid Preparation Cost

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

1.6 Consortium and Sub-Contracting

1. Bidding as a consortium is not allowed for implementation of any component under the scope of this project.
2. Sub-contracting for any part of the scope of work is also not allowed.

1.7 Debarment from Bidding

1. The bidder shall be debarred if they have been convicted of an offence –
 - a) under the Prevention of Corruption Act, 1988; or
 - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under Section 1.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
3. NHA may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

1.8 Authorized Signatory and Authentication of Bids

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

1.9 Language

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

1.10 Complete and Compliant Responses

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

1.11 Late Bids

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in Fact Sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter. NHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. NHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission has to be made electronically on CPPP, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. NHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on CPPP) or by intimating all bidders, in writing or through e-mail. In such case all rights and obligations of NHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended

1.12 Proposal Submission Format

1. The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 2.4 (Bid Submission Format) of Volume II for the format for Proposal Submission.

1.13 Amendment of the RFP

1. At any time prior to the deadline for submission of the proposals, NHA, for any reason, may modify the RFP by amendment/corrigendum and it shall publish the same on CPPP. Such amendments shall be binding on the Bidders.
2. Bidders are requested to regularly visit CPPP and check for themselves regarding any addendum/corrigendum issued to the RFP.
3. NHA shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the CPPP for RFP related updates/information.

1.14 Bid Validity

1. Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. NHA may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests.
2. The validity of the EMDs as requested in Section 1.4 (Bid Security/ EMD) Volume II, should also be suitably extended if called upon to do so by NHA.

1.15 Right to the Content of Proposal

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

1.16 Disqualification

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

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in an incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period and lesser EMD validity period;
8. The information submitted in the technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
9. The commercial proposal is enclosed within the technical proposal or other Proposal or vice-versa;

1.17 Confidentiality

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

1.18 Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the NHA shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, NHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and/or PBG, as the case may be.

2. Without prejudice to the rights of NHA under clause above and the rights and remedies which the NHA may have under the Agreement, if a Bidder is found by NHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NHA during a period of 3 years from the date such Bidder is found by NHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt Practice" means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or
 - ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of NHA 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 NHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
 - ii. having a Conflict of Interest; and
 - e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

1.19 Right to Terminate the Process

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

1.20 Conflict of Interest

1. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NHA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NHA for, inter alia, the time, cost and effort of the NHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the NHA hereunder or otherwise.
2. NHA requires that the PMC provides professional, objective, and impartial services and at all times hold the NHA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The PMC 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 NHA.
3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c) Such Bidder has a relationship with another Bidder, directly or
 - d) through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - e) There is a conflict among this and other assignments of the
 - f) Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the PMC will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the PMC 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 similar 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;
4. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to 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 24 months from the completion of this assignment; provided further that this restriction

shall not apply to services performed for the NHA in continuation of this project or to any subsequent services performed for the NHA where the conflict of interest situation does not arise.

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

1.21 NHA's right to accept or reject any or all proposals

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

2 Bid Process

2.1 Pre-Bid Queries

1. Any clarification (pre-bid query) regarding the RFP can be submitted to NHA as per the submission mode and timelines mentioned in Fact Sheet of Volume I of the RFP.
2. The pre-bid queries should be submitted in the format as mentioned in Annexure I (Template for Pre-Bid Queries), Volume II of this RFP, along with name and details of the Bidder submitting the queries.
3. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by NHA. Further, NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

2.2 Pre-Bid Meeting

1. NHA will organize a pre-bid meeting with the prospective bidders as per details provided in Fact Sheet, Volume I and may respond to any request for clarifications on, and/or modifications of this RFP.
2. NHA may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.
3. The representatives of the interested organizations shall attend the pre-bid conference at their own cost.
4. Only persons, duly authorized by the interested organization, will be allowed to participate in the pre-bid conference. A maximum of four (4) representatives shall be allowed to attend the pre-bid conference.
5. The authorized signatory of the bidder shall indicate to NHA the names of the individuals who will be attending the pre bid conference on behalf of the interested organization via an e-mail to Bk.datta@nic.in.
6. The authorized representatives of the bidder as specified in point 3 should carry a valid proof of identification for verification before the commencement of the pre-bid conference.

2.3 Responses to Pre-Bid Queries and Issue of Corrigendum

1. NHA will endeavour to provide timely response to all the queries. However, NHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, NHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document. Any modifications of this RFP, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by NHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on CPPP.
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, NHA may, at its discretion, extend the last date for the receipt of RFP Proposals.

2.4 Bid submission format

1. A three staged bid system will be followed for this RFP with least cost system i.e. L1 criteria (as per method specified for matching rates). The three bids to be submitted by bidders on CPPP are –
 - a) Pre-Qualification Bid and
 - b) Technical Bid and
 - c) Commercial Bid
2. The bids are to be submitted electronically on CPPP on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
3. The bid response of the Bidder to be submitted and uploaded on CPPP against this RFP.
4. This RFP process will be administered through the CPP portal. The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. The bidders are required to enroll on the e-procurement module of the CPP portal. Enrolment on the CPP portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on CPPP (please visit- <https://eprocure.gov.in/cppp/>). For understanding, bidders are thus advised to go through such instructions (as published on CPPP) and take necessary assistance through the CPPP call center (if required) in order to properly submit their bids on time.
5. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals.
6. The Proposal is to be submitted in four covers as mentioned below-

S. No.	Bid covers	Bid submission
1.	EMD (Fee)	Scan copy to be uploaded on CPPP and original to be submitted to NHA.
2.	Pre-qualification bid	To be uploaded on CPPP
3.	Technical bid	To be uploaded on CPPP
4.	Commercial bid	To be uploaded on CPPP

7. The contents of the bids should be as under-

S. no.	Document Name	Contents
1.	EMD	a) Scan copy of EMD (Original EMD to be submitted in a sealed cover at NHA office).
2.	Pre-qualification bid	a) Pre-Qualification Proposal as per section 3.2.1 (Pre-Qualification Criteria), Volume II along with the specified documents/Forms at Annexure II (Pre-Qualification Proposal Format). b) Checklist of all documents submitted c) Signed pre-contract Integrity Pact as per Annexure VI (Pre-contract Integrity Pact) d) Power of attorney/Board Resolution as per section 1.8 (Authorized Signatory and Authentication of Bids)
3.	Technical bid	a) Technical Proposal as per section 3.2.2 (Technical Evaluation Criteria), Volume II along with the required

S. no.	Document Name	Contents
		supporting documents/forms specified at Annexure III (Technical Proposal Format), Volume II. b) Checklist of all documents submitted
4.	Commercial bid	a) Commercial Proposal as per the required supporting documents/forms specified at Annexure IV (Commercial Proposal Format), Volume II. b) Check list of all documents submitted

Bidder to provide the checklist in the following format-

Reference to RFP clause	Required document	Page number	Checked (Yes/No)	Signature (Authorized signatory of bidder)

8. The response to pre-qualification bid, technical bid and commercial bid (as mentioned in the previous paragraph) should be placed in separate folders on the CPP as per the instructions.
9. Please note that prices must not be indicated in the pre-qualification bid and technical bid and must only be indicated in the commercial bid. In case any bidder submits prices or any other commercial information in its pre-qualification and/or technical bid then the bids of such bidders will be summarily rejected by NHA.
10. The pre-qualification bid, technical bid and commercial bid should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of NHA.
11. Original EMD is required to be submitted manually at NHA's office in a sealed cover and a scan copy of EMD needs to be uploaded on CPPP by the bidders. While submitting the original EMD, the EMD should be placed in a sealed cover and EMD envelope be super scribed as "EARNEST MONEY DEPOSIT (EMD) FOR RFP # <.....> DATED <....>" - along with bidders name mentioned on the cover. Original EMD must be submitted on or before the last date of submission at the following address-

General Manager (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001
12. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.

13. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
14. Each document submitted by the bidder's proposals must be duly signed by the authorized signatory as per section 1.8 (Authorized Signatory and Authentication of Bids), Volume II.

2.5 Selection of Bidders

2.5.1 Opening of Proposals

The Proposals will be opened by NHA, on CPPP, in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidder to identify their bona fide for attending the opening of the proposal.

There will be three bid-opening events

1. Fee cover opening
2. Pre-Qualification Proposal opening
3. Technical Proposal opening
4. Commercial Proposal opening

The venue, date and time for opening the Pre-qualification Proposal (including fee cover), Technical Proposal and Commercial Proposal are mentioned in the Fact Sheet. The Technical Proposals of only those bidders will be opened who clear the Pre-qualification stage and the Commercial proposals of only those bidders who qualify the technical evaluation shall be opened.

2.5.2 Preliminary Examination of Proposals

NHA will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the NHA and shall not be included for further consideration.

Initial proposal scrutiny will be held, and the proposals will be treated as non-responsive, if they are:

1. Not submitted in the format as specified in this RFP document;
2. Received without the Power of Attorney/Board Resolution;
3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without the documents required under this RFP;
6. Non-compliant to any of the clauses mentioned in this RFP;
7. Lesser validity period than that prescribed in this RFP

2.5.3 Clarification on Proposals

During the RFP evaluation, NHA may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

3 Evaluation Process and Criteria

After the due date of bid submission, NHA shall open each of the bid proposals of bidders on CPPP in the presence of bidder's representatives present and attending. For the purpose of bid opening and proposal evaluation NHA, may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under-

3.1 Evaluation Process

3.1.1 Stage 1: Pre-Qualification

1. NHA shall first open "Pre-Qualification Proposal" on CPPP in the presence of the bidder's representatives present and attending. The Pre-Qualification proposal MUST contain all the documents mentioned in the RFP. Each of the Pre-Qualification conditions mentioned in Section 3.2.1 (Pre-Qualification Criteria), Volume II is MANDATORY. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.
2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II (Pre-Qualification Proposal Format), Volume II). A checklist has to be created by the bidder with proper page-wise indexing of all supporting documents

3.1.2 Stage 2: Technical Evaluation

1. "Technical Proposal" will be opened on CPPP only for bidders who succeed in Stage 1, in the presence of the bidder's representatives present and attending.
2. NHA will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at NHA's discretion.
3. The bidder's technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.2.2 (Technical Evaluation Criteria), Volume II.

3.1.3 Stage 3: Commercial Evaluation

1. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee – constituted by NHA) in the presence of the bidder's representatives.
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered (As per Annexure IV (Commercial Proposal Format), Volume II).
5. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA.
6. If there is a discrepancy between words and figures, the amount in words will prevail.

3.2 Evaluation Criteria

1. NHA shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents /documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection.
2. The decision of NHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with NHA. NHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformations on their proposals.
3. During the Proposal Evaluation, NHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the NHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP.
4. NHA reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical Evaluation criteria and Commercial Evaluation and the requisite support must be provided by the Bidder.

The evaluation criteria is as follows-

3.2.1 Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the criteria specified herein. Bidder is expected to comply with each of the clauses of the Pre-Qualification criteria to be eligible to be considered for Technical Evaluation. Failure to meet even one of the Pre-Qualification criteria as mentioned below may lead to rejection of the Bid. Definitions of key terms relating to pre-qualification criteria are given below-

Term	Definition
Net-worth (Consolidated)	Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves), as per the Annual Audited financial statement report
Turnover	The total amount of net receipts, from activities in the normal course of business (as per specifications at #3 in the below table), as per the annual audited report
Financial Year	The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a company/ bidder.

#	Eligibility Criteria	Document Proof
Registered Legal Entity		
1.	<ul style="list-style-type: none"> • A company incorporated under the Indian Companies (Amendment) Act, 2019 or a partnership firm registered under the Limited Liability Partnership Act of 2008; and • Registered with the GST Authorities; and • Company should have a valid PAN 	<ul style="list-style-type: none"> • Copy of certificate of Incorporation • Copy of GST Registration Certificate issued by GSTIN authorities • Copy of PAN Card
Presence in India and Duration of Operations		
2.	The Bidder should have been in operation for a period of at-least 10 years	Certificate of Incorporation
Financial Stability		
3.	The Bidder should have a consolidated minimum positive net worth, in the last three Financial Years (FY 2018-19, 2017-18, 2016-17)	Statutory Auditory Certificate of Bidder specifying the net worth for the specified year
4.	<p>The bidder should have minimum average annual turnover of INR 100 Crores. from consulting services in India in last three financial years (FY 2018-19, 2017-18, 2016-17).</p> <p>“Average annual turnover is equal to sum of turnover of each of the financial years FY 2018-19, 2017-18 and 2016-17 divided by 3 (three)”</p>	<p>Statutory Auditory Certificate of the Bidder clearly specifying the turnover from consulting services in India, for the specified years.</p> <p style="text-align: center;">AND</p> <p>Copy of the audited annual financial statements (AFS). AFS copy should have auditor’s name and signature on the statements (Balance sheet/ P & L etc.). No website download or link to be provided</p>
Bidders Experience		
5.	The bidder should have experience in working with Central/State Governments (including Government department/agencies/PSUs etc.) in delivering large	Completion Certificates from the client; OR

#	Eligibility Criteria	Document Proof
	scale consulting assignments in Healthcare/IT domain in last 5 years in India with at-least: <ul style="list-style-type: none"> • One project costing not less than INR 20 Cr. OR • Two projects costing not less than INR 10 Cr. Each OR • Three projects costing not less than INR 7 Cr. each 	Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Self Certificate of Phase Completion (for ongoing projects)
Manpower Strength		
6.	The bidder must have on its rolls, consulting staff of at least 200 technically qualified personnel in the area of Healthcare/ IT/ Program / Project Management and possess relevant degrees/credentials with prior experience in providing the above consultancy services.	Certificate from HR Head/ Company Secretary clearly specifying the number of resources as on the last date of bid submission, on its rolls as per requirement.
Certifications		
7.	Bidder should have ISO 9001, ISO 27001 Certifications	Copy of the Certifications
Litigations		
8.	The Bidder should not be involved in any major litigation such as fraud, FEMA violations that may have an impact of affecting or compromising the delivery of services as required under this contract.	Certificate from the authorized signatory- As per the format specified at sub-section 5.2.4 (Form PQ4 of Annexure II (Pre-Qualification Proposal Format), Volume II of this RFP.
Conflict of Interest		
9.	As on date of submission of the proposal, the Bidder should not be involved in any conflict of interest situation.	Undertaking by the authorized signatory as per the format specified at sub-section 5.2.6 (Form PQ6: Format- of Annexure II (Pre-Qualification Proposal Format), Volume II of this RFP.

#	Eligibility Criteria	Document Proof
Blacklisting or Banned or Debarment		
10.	The bidder should not currently have been of blacklisted/ banned/ debarred by any State/Central Government or any of its Agency/PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance or any unethical business practices.	Certificate from the authorized signatory as per the format mentioned in Form PQ7 and PQ8

3.2.2 Technical evaluation criteria

This section provides details on the technical evaluation criteria. While the Bidder will be evaluated on the technical evaluation criteria mentioned below, all the documents/forms specified in Annexure III (Technical Proposal Format) are also required to be mandatorily submitted and non-submission may lead to rejection of the Proposal. The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following table-

#	Evaluation Criteria	Total Marks	Min. Cut off
1	Bidder's Experience	30 marks	22.5 marks
2	Bidders Resources	40 marks	30 marks
	- Technical Evaluation of Core CVs – 40 marks		
3	Approach & Methodology – A&M	30 marks	22.5 marks
	- Bidder's Understanding - 15 marks		
	- Presentation on Approach & Methodology (including work plan)– 15 marks		
Grand total		100 marks	75 Marks

Note-

1. The bidders who qualify the minimum technical cut-off i.e. 75 % overall shall be assigned marks based on their proposals. The bidder with highest total marks shall be placed at T1 and subsequent bidder on T2 and so on.
2. Bidder need to qualify sub-sectional cut-off as indicated above to qualify in the technical evaluation stage
3. The Evaluation Committee may ask for interview of certain key proposed team members

The following sections explain how the bidders will be evaluated on each of the evaluation criteria.

3.2.2.1 Bidders Experience

This section provides for the first sub-criterion i.e. bidders experience of the overall technical evaluation criteria-

1. The citations should be for projects which have been declared go-live / completed/on-going projects. The go-live / completed shall mean go-live / completion of the entire project and not a go-live of a

particular phase of the project. However, for on-going projects the scope and the stated value in the criteria must be realized by the bidder and documents to be provided accordingly.

2. All the projects cited should be in the name of the Bidder as the case may be and not in name of any parent, subsidiary or affiliate entity.
3. The following is evaluation criteria for Bidder’s experience-

S. No.	Experience	Total Marks	Supporting Document
1	<p>The bidder should have experience in executing similar projects in Healthcare/IT with contract value more than INR 5 crore as per following criteria-</p> <p>Five (5) engagements/citations that have either been completed or an ongoing project where-</p> <ol style="list-style-type: none"> a) a milestone (for deliverable based citations) has been successfully achieved will be considered and b) for time and material based projects/citations the scope must be delivered and stated value must be realized by the bidder. <p>The work order should have been issued within the last 5 years from the last date of submission of the bid. Additionally, for the said projects/citations (pertaining to IT) the bidder should have experience in delivering scope of consulting assignments in IT domain in the area of architecture, solution design, bid process management and project management.</p> <p><i>Similar Projects include Advisory/PMU/PMC/Consultancy Projects in Healthcare/IT consulting / Digital Health Projects.</i></p> <p>Scoring criteria- 5 different citations with 6 marks each project.</p> <p style="text-align: center;">AND</p> <p>Out of 5 citations at least 2 should be from IT in healthcare</p>	30 marks	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Self Certificate of Phase Completion (for ongoing projects)</p>

3.2.2.2 Bidder’s Resources

The following are the manpower requirements as part of scope of PMC for NDHM-

1. The PMC shall provide for the manpower as specified herein, which shall discharge their respective responsibilities as specified below and as per scope of work.
2. Manpower is divided in two parts viz. core team and additional team. The resources specified in the core team are required to be deployed at NHA premises for phase II and III. The resources specified in the additional team are optional and shall be deployed as and when asked by NHA through work orders.

3. For additional resources- NHA shall issue work order to the agency which shall contain details on list and number of resources along with man-months for which the resource is required to be deployed. The payments shall be made accordingly.
4. The bidder shall propose resources to be deployed in phase I of the project from the list of resources specified in the core and additional team list.
5. NHA reserves the right to ask for replacement if the said resource, in view of NHA, is not performing satisfactorily
6. All resources deployed by PMC will adhere with NHA's/NDHMs security guidelines. PMC shall keep NDA or Background check records of each employee. PMC resources shall sign an individual level NDA with NHA.
7. PMC to propose resources (applicable only in case of replacement asked by NHA) to be deployed on the project. Once the resources are approved by NHA/NDHM then only the same shall be deployed on the project.
8. The resources shall be deployed at NHA site. The resources deployed on the project must be on the payroll of the selected agency.
9. NHA reserves the right to ask to replace any resource, any-time during the execution of project, to which the PMC shall always comply with.
10. Different profiles need to be proposed against different roles. NHA reserves the right to interview resources proposed by the PMC.
11. NHA does not encourage replacement of resources unless it has been explicitly asked for by NHA. If, however, due to some pressing needs, NHA concurs to the request of PMC or otherwise a replacement of resource, the new proposed resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise.
12. The resources proposed shall necessarily be Indian citizens. PMC shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
13. The PMC shall provide for the following manpower, which shall discharge their respective responsibilities as specified below-

3.2.2.2.1 Core team list

#	Profile	Educational Qualification	Experience	Role in the Project	No. of resources required in Phase II & Phase III
1	Project Director	B.E./ B Tech/MCA and MBA from a recognized university or Institution	15+ Years in consulting with at least 10+ years of working on government assignments	Lead, co-ordinate and supervise the entire PMC for overseeing and assisting NHA in the implementation for NDHM.	1

#	Profile	Educational Qualification	Experience	Role in the Project	No. of resources required in Phase II & Phase III
		PMP/Prince2/ ITIL certified	Should have led at least five (5) projects in government consulting and at least two (2) projects in healthcare	Act as a focal point for PMC to NHA throughout the duration of the project.	
2	Project Manager	B.E./ B Tech/ MCA and MBA from a recognized university or Institution	10+ Years in consulting with atleast 7+ years of working on government assignments	Project management of various teams and activities	3
		PMP/Prince2/ ITIL certified	Should have led at least three (3) projects in government consulting and at least one (1) project in healthcare	Responsible for the work of teams under them	
3	Business Architect	B.E./ B Tech/ MCA and MBA from a recognized University or Institution	10+ Years in consulting with at least 7+ years of working on government assignments	Conceptualization and design of business services for NDHM	1
			Should have worked in at least three (3) projects in government consulting and at least one (1) project in healthcare	To lead a team of business analysts	
4	Solution Architect	M.Tech (Computer Science) from a recognized University or Institution	10+ Years in consulting with at least 7+ years of working on	Conceptualization and design of IT Architecture for various projects under NDHM	1

#	Profile	Educational Qualification	Experience	Role in the Project	No. of resources required in Phase II & Phase III
			government assignments		
			Should have worked in at least three (3) projects in government consulting and at least one (1) project in healthcare	To assist in designing functional, technical, integration requirements for new and existing applications	
5	Data Architect	B.E./ B Tech/ MCA from a recognized University or Institution	10+ Years in consulting with at least 7+ years of working on government assignments	Conceptualization and design of data architecture in correlation with the business services for NDHM	1
			Should have worked in at least three (3) projects in government consulting	To lead a team of data analysts	
6	Health Informatics Expert/Module lead	MBA/MCA/ B.E/B.Tech /Masters in Public Health/MBBS or equivalent from a recognized university or Institution	10+ Years in IT/ Consulting in large IT / Healthcare projects Demonstrated experience in designing and delivering IT in Healthcare systems	Responsible for managing, conceptualization and design of Healthcare building blocks systems and their integrations	6
				Responsible for stakeholder consultations, requirements gathering and assist in solution design	

#	Profile	Educational Qualification	Experience	Role in the Project	No. of resources required in Phase II & Phase III
				Responsible for drafting various policies related to the subject matter	
7	Capacity Building & Change Management Expert	MBA/ Masters in Public Health/MBBS or equivalent from a recognized university or Institution	10+ Years in IT/ Consulting in large IT / Healthcare projects	Responsible for assisting in capacity building and change management activities	1
			Should have worked in at least three (3) projects in Capacity Building in government consulting engagements	Should be well versed in developing content and promotion material	
				Writing background materials and contributing to the preparation of reports, manuals, and presentation	
				Assist NHA/NDHM in Capacity building and change management activities	
8	IT Infrastructure Expert	B.E./ B Tech/ MCA from a recognized University or Institution	7+ Years in consulting with at least 4+ years of working on government assignments	Responsible for IT Infrastructure sizing, management, deployment architecture	1
			Should have worked in at least three (3) projects in government consulting		
9	Security Expert	B.E./ B Tech/ MCA from a recognized University or Institution	7+ Years in consulting with at least 4+ years of working on government assignments	Assist NHA in identifying the security requirements to be implemented	1

#	Profile	Educational Qualification	Experience	Role in the Project	No. of resources required in Phase II & Phase III
		CISA/ CISSP/ CEH/ OSCP/ ISO 27001 LA/ CHFI/ Comp TIA Certified	Should have worked in at least two (2) projects in government consulting	Lead team of various IT Security specialists	
10	Data Privacy Expert	B.E./ B Tech/ MCA from a recognized University or Institution	7+ Years in consulting with atleast 4+ years of working on government assignments	Assist NHA in identifying the data privacy requirements to be implemented	1
		DCPP/ CIPP (E)/ CIPP (US)/ HiTrust/ CISA/ ISO 27001 LA/ CISM/ CGIET Certified	Should have worked in at least two (2) projects in government consulting	Lead team of various data privacy specialists	
11	Analytics Expert	B.E./B.Tech/MCA /Masters in Statistics/Masters in Economics from a recognized University or Institution	7+ Years in data analytics/ visualization/ IT assignments	To lead a team of data analysts	1
			Should have worked in at least two (2) projects in analytics/ visualization assignments in government consulting engagements		
12	UI/ UX Expert	B.E./ B Tech/ MCA and MBA from a recognized University or Institution	7+ Years in IT implementation assignments	Conceptualization and design of user interfaces for applications	1
			Should have worked in at least two (2) projects in data analytics/ visualization assignments	Responsible for undertaking inputs from stakeholders and translating into business requirements	

#	Profile	Educational Qualification	Experience	Role in the Project	No. of resources required in Phase II & Phase III
13	DevOps Expert	B.E./ B Tech/ MCA/ M Tech from a recognized University or Institution	7+ Years in IT implementation assignments	Support in DevOps for applications	1
		DevOps Certified professional	Should have worked in at least two (2) projects in DevOps assignments	Responsible for undertaking inputs from stakeholders and translating into business requirements	
14	Legal Expert	Masters in Law (LLM) from a recognized University or Institution	7+ years of experience out of which 3+ years of experience in government consulting engagement in legal contracts	Assist in drafting legal and contractual documents for vendors	1
			Should have delivered in consulting engagements in legal contracts in government sector and at least one such engagement (Legal contracts) in healthcare	Overseeing and ensuring legal documents compliance to applicable Indian laws	
15	Procurement Expert	MBA from a recognized University or Institution	5+ Years in IT implementation assignments	Assist in preparing RFPs, scope of works, bid process management	1
			Should have worked in at least two (2) projects in IT implementation projects with demonstrated procurement works	Assist in preparation of DPR, bid process management, vendor onboarding.	

#	Profile	Educational Qualification	Experience	Role in the Project	No. of resources required in Phase II & Phase III
16	Financial Expert	MBA (Finance) from a recognized University or Institution Or Chartered Accountant (passed from ICAI CA course)/CMA (Cost and Management Accountant)	5+ years of experience in consulting out of which 3+ years of experience in finance (in delivering costing, DPRs etc.)	Assist in various Financial Management activities, preparing DPRs, costing of various projects	1
			Should have delivered in consulting engagements in procurements in government sector and at least one such engagement (Financial Expert)		
			Should have worked in at least two (2) projects in finance related activities		
17	Policy Expert	MBA from a recognized University or Institution	5+ years of experience in consulting	Assist in policy formulation work, stakeholder consultation related to policy, benchmarking of best practices etc.	1
			Should have worked in at least two (2) projects in policy related activities		
18	Business Analyst	B.E/B.Tech/MCA from a recognized University Institution	5+ years of experience in application development	Assist in developing business requirements for various applications and change requirements	6
			Demonstrated experience in in e-	Assist in estimating development effort of vendor	

#	Profile	Educational Qualification	Experience	Role in the Project	No. of resources required in Phase II & Phase III
			governance projects	Assist in designing functional requirements for new application requests and existing application changes	
19	Project Coordinator	MBA/Masters in Public Health/MBBS or equivalent from a recognized University or Institution	3+ years of experience in application development Demonstrated experience in in e-governance projects	Responsible for providing support to states in implementation of NDHM, coordination with various States/ UTs, ministries, agencies etc.	6
20	Subject Matter Experts (SME's)	MBBS doctors	Practice of at least 5 years	Responsible for providing subject matter related expertise and shall be involved in multiple tasks right from solution designing to implementation, UI/UX etc.	3
Total (core team)					39

MBA shall include PGDM (Post graduate diploma in Management)

3.2.2.2.2 Additional team list

Note-

- 1 The resources specified in the additional team are optional and shall be deployed by Consultant as and when asked by NHA through work orders.
- 2 Total Profiles- 6
- 3 MBA shall include PGDM (Post graduate diploma in Management)

#	Profile	Educational Qualification	Experience	Role in the Project
1	Contract Management Expert	MBA from a recognized University or Institution	5+ Years in IT implementation assignments in contract management works	Assist in managing contracts, delivering activities such as tracking of project activities, milestones, payments calculation, SLAs etc.
2	Operations Expert	MBA from a recognized University or Institution	5+ Years in IT implementation assignments in Post-Go Live operations management	Assist in managing operations of NDHM effectively and advising NDHM time to time for improve efficiencies
3	Application Manager	B.E./B.Tech/MCA from a recognized University Institution	5+ years of experience in application development	Understanding of various application codes Assisting NHA in estimating development effort of vendor Assist NHA in designing technical requirements for new application requests and existing application changes
4	Data Analyst	B.E./ B Tech/ MCA from a recognized University or Institution	5+ Years in consulting/ IT implementation projects	Responsible for activities related to data analysis, visualization, reporting and data management
5	Security Specialist	B.E./ B Tech/ MCA from a recognized University or Institution CISA/ CISSP/ CEH/ OSCP/ ISO 27001 LA/ CHFI/ Comp TIA Certified	5+ Years in consulting / IT implementation assignments	Assist in identifying the security requirements to be implemented
6	Data Privacy Specialist	B.E./ B Tech/ MCA from a recognized University or Institution DCPP/ CIPP (E)/ CIPP (US)/ HiTrust/ CISA/ ISO 27001 LA/	5+ Years in consulting / IT implementation assignments	Assist in identifying the data privacy requirements to be implemented

#	Profile	Educational Qualification	Experience	Role in the Project
		CISM/ CGIET Certified		

3.2.2.2.3 Evaluation of core team resources

The following is the criteria for the evaluation of bidder's resources (only core team)-

CV's needs to be submitted for the following resources-

#	Profile	No. of resources required in Phase II & Phase III	Scoring
1	Project Director	1	3
2	Project Manager	3	9
3	Business Architect	1	0.5
4	Solution Architect	1	0.5
5	Data Architect	1	0.5
6	Health Informatics Expert/Module lead	6	12
7	Capacity Building & Change Management Expert	1	1
8	IT Infrastructure Expert	1	0.5
9	Security Expert	1	0.5
10	Data Privacy Expert	1	0.5
11	Analytics Expert	1	0.5
12	UI/ UX Expert	1	0.5
13	DevOps Expert	1	0.5
14	Legal Expert	1	1
15	Procurement Expert	1	1
16	Financial Expert	1	0.5
17	Policy Expert	1	0.5
18	Business Analyst	6	3
19	Project Coordinator	6	3
20	Subject Matter Experts (SME's)	3	1.5
Total (core team)		39	40

Evaluation of each resource shall be done based on the following parameters.

- Educational Qualification (Institute and Degree) – 30%
- Relevant Experience and interaction – 70%

3.2.2.3 Approach and methodology

1. This section provides for the third sub-criterion i.e. Approach and methodology of the overall technical evaluation criteria-

Note- As a documentary evidence for this criterion the bidder shall submit a detailed documentation on approach and methodology and a technical presentation to NHA.

The following is the criteria-

3.2.2.3.1 Bidders Understanding

Approach and Methodology (Bidders Understanding)	
Areas to be demonstrated	<p>Approach and Methodology to perform the work in this assignment:</p> <ol style="list-style-type: none"> a. Understanding of the objectives of the assignment: The extent to which the consultant’s approach and work plan respond to the objectives indicated in the RFP b. Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Scope of Work Bidders in their proposal must provide an indicative solution architecture for NDHM at a high-level.
	<p>Demonstration of understanding of the NHA’s/NDHM requirements. Assessment to be based on-</p> <ol style="list-style-type: none"> a. Challenges likely to be encountered b. Mitigation proposed
	<p>Project work break down structure.</p> <ol style="list-style-type: none"> a. Bidders approach to meet the timelines

Overall, the bidder is required to propose its approach and methodology (covering the above points at minimum) as per the following-

- a) Bidders understanding and its approach and methodology for phase-I- 7.5 Marks
- b) Bidders understanding and its approach and methodology for phase-II and III- 7.5 Marks

3.2.2.3.2 Presentation on Approach and Methodology

The bidder shall be required to submit a presentation on their proposed approach and methodology to NHA. It must cover the points submitted by bidder in section 3.2.2.3.1 at the minimum. Technical presentation need not be submitted by the bidder in the bid document and the bidder shall be required to present the same to NHA as per the schedule specified in fact sheet or as may be notified to the respective bidders by NHA.

3.2.3 Commercial evaluation criteria

1. Bidder's needs to provide their commercial bid as per the format provided in the RFP (Annexure-IV (Commercial Proposal Format), Volume II).
2. In case only one bidder qualifies after the technical evaluation, NHA will have right to select the single qualified bidder or cancel the RFP.
3. On the basis of the grand total in commercial bid quoted by the respective bidders the bidders will be placed at L1 (i.e. at lowest cost), L2 (second lowest cost quoted) positions and so on with L1 being the total lowest rate quoted by bidder.
4. L1 bidder shall be awarded the contract.
5. If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
6. Any conditional bid would be rejected.
7. The bid price will include all taxes and levies and shall be in Indian Rupees.
8. If there is a discrepancy between words and figures, the amount in words will prevail.
9. In case of an abnormally Low Bid, i.e. one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price- NHA may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, NHA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, NHA may reject the Bid/Proposal.

4 Award of Contract

4.1 Award Criteria

1. NHA will award the Contract to the successful (L1) bidder as per section 3.2.3 (commercial evaluation criteria), Volume II whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids (L1) as per the process outlined in the RFP.

4.2 Letter of Award

1. Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or by fax or email through a letter of award.
2. In case the tendering process / public procurement process has not been completed within the stipulated period, NHA, may like to request the bidders to extend the validity period of the bid.
3. The letter of award will constitute the formation of the contract.
4. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder.

4.3 Performance Guarantee

1. The NHA will require the selected bidder to provide at its own cost and an unconditional, irrevocable and continuing Performance Bank Guarantee/Performance security for a value equivalent to 10% of the grand total discovered in the commercial evaluation. However for additional resources the PMC shall be required to submit an additional PBG against every such work order (PBG-10% value of work order) issued by NHA to PMC which must be submitted as per the timelines, rules and regulations mentioned in the RFP or as may be specified in the work order.
2. The performance guarantee to be submitted by the selected bidder within 15 days of receipt of letter of award.
3. The Performance Guarantee shall contain a claim period of three months from the last date of validity of the contract executed with the successful bidder. The agency shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project.
4. In case the selected bidder fails to submit performance guarantee within the time stipulated, NHA at its discretion may cancel the order placed on the selected bidder and may also invoke the performance securities (submitted earlier or EMD as the case may be) without giving any notice. NHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
5. The performance guarantee/security is to be submitted as per format indicated in Annexure V (Format for Performance Bank Guarantee), Volume II of this RFP.

4.4 Contract Signing

1. Within 7 days of receipt of the notification of award or letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter of intent
2. Within 21 days of the notification of award, the successful bidder shall execute the contract with NHA.
3. If the successful bidder fails to execute the agreement (or such other extended timelines as agreed by the NHA in its sole discretion), the NHA shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.
4. The successful bidder is expected to commence its service as per the work orders issued and timelines specified therein.

4.5 Failure to Agree with the Terms and Conditions of the RFP

1. Failure of the successful bidder to agree with the terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NHA may award the contract to the next best value bidder or call for new proposals from the interested bidders.
2. In such a case, the NHA shall invoke the PBG or EMD (as the case may be) of the most responsive bidder.

5 Annexures

5.1 Annexure I: Template for Pre-Bid Queries

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

Sheet 1: Bidder’s Information

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

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

Sheet2: Clarification Requested/Format for pre-bid query submission

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

- a) Page Number – Page Number of this RFP as reflected at the bottom right corner. The bidders to mention only the page number. Ex. ‘29’ as page number and not ‘29 of 156’.
- b) Section No. – Example– ‘8’ and not ‘Section 8’
- c) Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFP)

Note–

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

5.2 Annexure II: Pre-Qualification Proposal Format

5.2.1 Form PQ1: Pre-qualification bid submission letter

<No.....>

<Location, Date>

To

RFP: Selection of PMC for NDHM

General Manager (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Subject: Submission of the Pre-Qualification bid for Selection of Program Management Consultant for National Digital Health Mission

Dear Sir,

We, the undersigned, offer to provide Program Management Consultancy Services for NDHM with reference to your Request for Proposal # <.....> dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification bid.

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

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

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

5.2.2 Form PQ2: Profile of Bidder

The following details are to be submitted for the bidder.

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	PAN	
5.	GST	
6.	CIN	

7.	Contact Name and position	
8.	Head Office Address	
9.	Mobile (of contact person)	
10.	Telephone (of contact person)	
11.	Fax Number (of contact person)	
12.	Email Address (of contact person)	
13.	Brief Description of the Organization	
14.	Office Address	

5.2.3 Form PQ3: PQ Checklist

Bidders are required to submit their compliances to the pre-qualification criteria for Bidder, along with documents required, as stated in section 3.2.1 (Pre-Qualification Criteria), Volume II of this RFP. They shall create a checklist of the documents submitted providing page # of the proposal.

5.2.4 Form PQ4: Details of litigation

The certificate below is to be provided by the Bidder-

Certificate for Pending Litigation on Fraud cases, FEMA Violations

We confirm that our organization < insert name of organization> as on date of submission of the proposal for RFP # <.....> Dated <.....> for Selection of Program Management Consultant for National Digital Health Mission has not been involved in any major litigation such as fraud, FEMA violations that may have an impact of affecting or compromising the delivery of services as required under this contract.

Sincerely,

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)

5.2.5 Form PQ5: Format for Bank Guarantee (Earnest Money Deposit)

Bidders are required to submit bid security/EMD as mentioned in section 1.4 (Bid Security/ EMD), Volume II of this RFP in the below format-

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

General Manager (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place

New Delhi – 110001

Dear Sir/s,

1. In accordance with Invitation to Bid under your Specification No..... M/s having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by National Health Authority (NHA), the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
4. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to INR. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2020.....at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

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

5.2.6 Form PQ6: Format- Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder.

Certificate for undertaking for No Conflict of Interest

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process, including, but not limited, the following-

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of NHA regarding this bidding process; or

6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the agencies taking part in the bid process.

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)

5.2.7 Form PQ7: Format – self declaration for non-black listing

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the proposal, for RFP # <.....> Dated <.....> issued by National Health Authority, is not blacklisted by any Central/State Government/PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Company Secretary)

5.2.8 Form PQ8: Format – self declaration for non-debarment

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the proposal, for RFP # <.....> Dated <.....>, issued by National Health Authority, is not convicted of an offence under-

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

Sincerely,

(Signature)

(Name and signature of Company Secretary)

5.3 Annexure III: Technical proposal format

5.3.1 Form Tech 1: Technical bid covering letter

<No.....>

<Location, Date>

To

General Manager (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Subject: Submission of the Technical bid for Selection of Program Management Consultant for National Digital Health Mission

Dear Sir/Madam,

We, the undersigned, offer to provide Program Management Consultancy Services for National Digital Health Mission with reference to your Request for Proposal # <.....> Dated <.....>, dated <insert date> and our Proposal. We are hereby submitting our technical bid.

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

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

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

5.3.2 Form Tech 2: Bidders experience format

1. In this section the Bidder should provide their experience in various competency areas as required by the project.
2. The bidder is required to submit the required references for each of the competencies as detailed in sub Section 3.2.3.1 (Bidder’s Experience) of this volume of the RFP. Citations to be submitted for each of the Bidder.
3. For each of the citations the bidder shall provide details of a single point of contact (at client side) in their proposals.
4. The Bidder should submit credentials that best illustrate ability to provide the services required as per the technical evaluation criteria only. Credentials in similar environments in terms of scope coverage, magnitude, geographical spread, organizational characteristics should be given preference.
5. The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from tender conditions.

#	Information Sought	Bidder’s Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Bidder’s SPOC at client location (Name and Contact details)	
5.	Client Contact Details (<i>Contact Name, Address, Telephone Number</i>)	
6.	Country (where the project was executed)	
7.	Approximate Value of the Contract	
8.	Duration of Assignment (months)	
9.	Award Date (month/year)	
10.	Go-Live Date / Completion Date (month/year)	
11.	Documentary evidence as required	
12.	Narrative description of the project	
13.	Details of work that defines the scope relevant to the requirement	
14.	Sectional reference of the evaluation criteria against which the citation/experience is submitted	

5.3.3 Form Tech 3: Approach and Methodology and Bidders Presentation

1. Bidders are required to submit a write-up of the proposed Approach and Methodology as per the requirements specified in the technical evaluation criteria.
2. In addition to the technical bid documents, bidder will need to prepare a technical presentation covering all aspects. The focus of the presentation should be to showcase understanding of the requirements, approach and methodology proposed, technical evaluation criteria. The technical presentation is not to be submitted along with the technical bid, bidder’s will be notified separately for technical presentation (refer Fact Sheet).

5.3.4 Form Tech 4: Resource Deployment Plan

Bidders are required to submit the work plan/resource deployment plan as per the following format for phase I, II and III-

S No.	Name of staff	Profile	Staff effort in Calendar Months													Total staff man-months proposed	
			1	2	3	4	5	6	7	8	9	10	11	12	n		

5.3.5 Form Tech 5: Team Composition and CVs

1. Bidders are required to submit the team composition and detailed CV for all core resources.

5.3.5.1 Form Tech 5.1: Team Composition and CVs

1. Bidders are required to submit team compositions (for each phase as per the following format)-

#	Name of Staff	Profile (In reference to clause 3.2.2.2- volume II)	Qualifications	Total experience	Relevant Projects	Remarks
1						
2						
3						
4						
5						

5.3.5.2 Form Tech 5.2: Format of CVs

1. The bidder shall submit detailed CVs of all core team resources in the below format

S. No.	Item	Bidder's Response
1.	Name of the Resource	
2.	Specify role to be played in the project	
3.	Name of Employer	
4.	Number of years with the Current Employer	
5.	Total Experience (in Years)	

Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc. at-least for last 5 years)

S. No.	Item		Bidder's Response	
S. No.	Name of Employer	From	To	Designation/ Responsibilities
1				
2				
Educational Background, Training Certification including institutions, % of marks, specialization areas etc.				
S. No.	Degree	Year of Award of Degree	University	% of marks/CGPA (specify scale of computation)
1				
2				

5.4 Annexure IV: Commercial proposal format

5.4.1 Form Commercial1: Covering letter

<No.....>

<Location, Date>

To

General Manager (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Subject: Submission of the commercial bid for Selection of Program Management Consultant for National Digital Health Mission.

Dear Sir/Madam,

Dear Sir,

We, the undersigned, offer to provide Program Management Consultancy Services for National Digital Health Mission project with reference to your Request for Proposal bearing number <insert RFP no.> dated <insert date> and our Proposal. Our Commercial Bid is provided in the form below. The amount is inclusive of all duties, taxes and levies except GST.

1. PRICE AND VALIDITY

RFP: Selection of PMC for NDHM

- a) The price quoted in our bid is in accordance with the terms as specified in the RFP documents. The price and other terms & conditions of this Bid are valid as per the bid validity specified in the final RFP document.
- a. We hereby confirm that our prices include all taxes and cess (if any) including income tax and professional tax except GST
- b. We understand that the actual payment would be made as per the existing GST rates during the time of payment.
- c. All prices quoted are in INR Indian rupees)

2. UNIT RATES

We have indicated in the relevant forms the unit rates.

3. BID PRICING

We further confirm that the prices stated in our bid are in accordance with the terms and conditions of your RFP.

4. BID PRICE

We declare that our bid prices are for the entire scope of the work as per the requirements specified in the RFP documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as per the requirements specified in the section 4 (Award of Contract) of Volume II of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

We agree to abide by all the terms and conditions of all the volumes of this RFP document.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

5.4.2 Form Commercial2: Commercial bid format

Bidders are required to provide an all-inclusive per man-month rates for per resource as envisaged by them as per the table indicated below-

1. The rates quoted must be inclusive of the following:
 - a. Cost for all the activities/scope of work as mentioned in the RFP document and
 - b. No extra item will be considered for payment.
 - c. Cost of material, manpower, transportation, equipment's, tools etc.
 - d. Any other cost direct or hidden, not mentioned above.
 - e. All taxes and levies etc. applicable during currency of contract excluding GST.

Rates entered into commercial rate page and duly signed by the authorized representative of the bidder shall only be considered. Rates and any other financial entity in any other form/ letter head if attached by bidder shall be straightway ignored and shall not be considered.

The total cost for core resources to be quoted by the bidder needs to be provided as per table below-

S. No	Phase	Total Cost (in INR)	Total Cost in words
1	Total cost of Phase I		
2	Total cost of Phase II & III		
Grand Total			

L1 shall be calculated on the basis of the Grand total as specified above

The break-up of Phase I cost is as under (bidder to provide details in the below table)-

5.4.2.1 Cost Breakup of Phase I

Bidder to note the following-

1. The bidder to propose the resources and effort against each deliverable from the list of resources specified for core and additional team list ONLY (refer section 3.2.2.2.1)
2. The cost of resource stated in below table must match the cost of resource provided in section 5.4.2.2. against a particular resource type

Failure to meet the above conditions shall lead to rejection of the bid

#	Deliverable Name	Bidder's proposed profile (for each deliverable)	# of resources proposed by the bidder	Per man-month cost proposed (in INR)	Total Effort - man-month (estimated by the bidder)*	Amount (in INR)	Amount (in words)
			A	B	C	(A x B x C)	
1	As-is state assessment report						

#	Deliverable Name	Bidder's proposed profile (for each deliverable)	# of resources proposed by the bidder	Per man-month cost proposed (in INR)	Total Effort - man-month (estimated by the bidder)*	Amount (in INR)	Amount (in words)
			A	B	C	(A x B x C)	
2	Best practices study report						
3	Scope of work (Interim draft)						
4	Deliver final draft of scope of work						
5	DPR and RFP						
Total cost for phase I (Project Development)							

*Total effort (man-month) for each resource must be less than or equal to the deliverable timeline

5.4.2.2 Cost Breakup of Phase II & III

S. No	Team	Total Cost (in INR)	Total Cost in words
1	Total cost of Core Team		
2	Total cost of Additional team		
Total cost of phase II and III			

Total cost of Core Team

#	Profile	No. of resources required for Phase II & Phase III	Per man-month rate (in INR)	Duration (months)	Total Cost	Total Cost
					(In INR)	(In words)
					AxBxC	
1	Project Director	1		36		
2	Project Manager	3		36		
3	Business Architect	1		36		
4	Solution Architect	1		36		
5	Data Architect	1		36		
6	Health Informatics Expert/ Module lead	6		36		
7	Capacity Building & Change Management Expert	1		36		
8	IT Infrastructure Expert	1		36		
9	Security Expert	1		36		
10	Data Privacy Expert	1		36		
11	Analytics Expert	1		36		
12	UI/ UX Expert	1		36		
13	DevOps Expert	1		36		
14	Legal Expert	1		36		
15	Procurement Expert	1		36		
16	Financial Expert	1		36		
17	Policy Expert	1		36		
18	Business Analyst	6		36		
19	Project Coordinator	6		36		
20	Subject Matter Experts (SME's)	3		36		
Total Cost of resources for core team						

Total cost of Additional Team

#	Profile	Per man month cost (in INR)	Duration (months)	Total cost (in INR)	Total cost (in words)
		A	B	A x B	
1	Contract Management Expert		36		
2	Operations Expert		36		
3	Application Manager		36		

RFP: Selection of PMC for NDHM

#	Profile	Per man month cost (in INR)	Duration (months)	Total cost (in INR)	Total cost (in words)
		A	B	A x B	
4	Data Analyst		36		
5	Security Specialist		36		
6	Data Privacy Specialist		36		
Total Cost of resources for additional team					

Note-

- In per man-month rate values to be quoted in ONLY whole numbers (i.e. 1,2,3 and not 3.5, 3.6 etc.) and must be greater than 0

5.5 Annexure V: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No..... Date.....

To

General Manager (Administration)

National Health Authority

9th Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Dear Sir,

1. In consideration of the National Health Authority, Government of India, on behalf of the CEO, NHA on behalf of the Authority, (hereinafter referred to as the 'NHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Agency" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Agency, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding INR. (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Agency merely on a demand from the NHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NHA by reason of breach by the said Agency(s) of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the NHA and the Agency or any dispute pending before
3. Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the NHA discharges this guarantee.
4. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Agency. The NHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHA and the Agency or any other course

or remedy or security available to the NHA. The Bank shall not be released of its obligations under these presents by any exercise by the NHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHA or any other indulgences shown by the NHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

- 5. The Bank also agrees that the NHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and not withstanding any security or other guarantee the NHA may have in relation to the Agency’s liabilities.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
- 7. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to INR. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2020 at.....

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Bank Stamp)

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

5.6 Annexure VI: Pre-contract Integrity Pact

The pre-contract integrity pact shall **be signed by the Bidder** should be submitted as part of pre-qualification bid.

INTEGRITY PACT

(To be executed on INR 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20____, between, on one hand, the President of India acting through Chief Executive Officer, National Health Authority, Government of India (hereinafter called the “The Principal”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____ represented by _____, Chief Executive Officer/ Authorized Signatory (hereinafter called the “Bidder/Contractor/Bidder”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Preamble

The principal intends to award, under laid down organizational procedures, contract to Program Management Consultant for National Digital Health Mission. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

In order to achieve this the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - a. The Principal will during the tender process treat all
 - b. Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)/Bidder

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass

on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

3. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.

4. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
5. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the CEO, NHA.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, NHA and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, NHA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CEO, NHA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, NHA has not, within the reasonable time taken visible action to proceed

against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CEO, NHA.

Section 10: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity pact and its Annexure, the clause of the Integrity pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)