



**Responses to pre-bid queries and
corrigendum No. 2**

To

Request for Proposal (RFP)

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

RFP Number: S-12019/85/2019

Date of Publishing RFP: 26.08.2020

Date of Publishing 2nd Corrigendum: 14.09.2020

- NHA's responses to pre-bid queries are specified at Annexure-II of this document.
- National Health Authority (NHA) has decided to make the following changes in the RFP as described in the tables below-

Volume I

S. No.	RFP Section Reference	RFP Clause	Modification/Change/Insertion
1	Section 2 (scope of work)	New clause inserted as point # 10, page # 12	<u>New clause Inserted</u> Any delay in approval/feedback beyond 5 days from the date of submission which may lead to delay in the submission of subsequent deliverables may lead to extension of submission date of the subsequent deliverables if mutually agreed by both NDHM and Consultant/PMC
2	Section 2 (scope of work), point no. 4, page # 11	The project shall be for a duration of 36 months from the start of the project (on-boarding of consultant at NHA) and further extendable by another 2 (two) years (one year at a time), However, the discretion for extending the contract shall rest with the NHA on the same terms and conditions provided under this RFP and acceptance of both the parties.	<u>To be read as under-</u> The project shall be for a duration of 36 months from the start of the project (on-boarding of consultant at NHA) and further extendable by another 2 (two) years (one year at a time), However, the discretion for extending the contract shall rest with the NHA and acceptance of both the parties. During the extension a one-time increase of 10% in the prices shall be permitted which shall be applicable during the entire extension period. All other terms and conditions shall remain the same as specified in the RFP.
3	Section 2.2.3.1 (Technical Support Activities), page # 18	New clause added as serial no. 14	<u>New clause added</u> NDHM sandbox is open to everyone and various entities like healthcare service providers, hospitals, healthcare software vendors and anyone who wants to build on NDHM APIs can enroll for the same. The PMC shall assist NDHM in facilitation of sandboxing process.

Volume II

S. No.	RFP Section Reference	RFP Clause	Modification/Change/Insertion
1	Section 1.20 (Conflict of interest), point # 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.	<u>To be read as under-</u> 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 12 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.
2	Section 3.2.1- Pre-qualification criteria, serial number 5 (documentary proof), page # 25-26	Documentary Proof Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Self Certificate of Phase Completion (for ongoing projects)	<u>To be read as under-</u> Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ Company Secretary); OR Work Order + Self Certificate of Phase Completion (for ongoing projects- Certified by the Statutory Auditor/Company Secretary)

S. No.	RFP Section Reference	RFP Clause	Modification/Change/Insertion
3	Section 3.2.2 (Technical Evaluation Criteria), page # 27	The Evaluation Committee may ask for interview of certain key proposed team members	<u>To be read as under-</u> The Evaluation Committee will conduct interviews of certain key proposed team members
4	Section 3.2.2.1 (Bidders Experience (Technical Evaluation Criteria), page # 28	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.	<u>To be read as under-</u> 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 areas of (i) architecture/solution design and (ii) bid process management/project management.
		Out of 5 citations at least 2 should be from IT in healthcare	<u>To be read as under-</u> Out of 5 (five) citations at least 1 (one) should be from IT in healthcare
5	Section 3.2.2.2.1 (Core team list), page # 29-36	New clause inserted	<u>New clause Inserted</u> Experience quoted by bidder of any resource (from the core team list) in Digital Healthcare or IT in healthcare shall be equivalent to government consulting/ e-governance/ government assignment for the purpose of evaluation of CV's/manpower pertaining to this RFP.
6	Section 3.2.2.2.1 (Core team list), page # 30, serial # 2	<u>Project Manager</u> B.E./ B Tech/ MCA and MBA from a recognized university or Institution	<u>To be read as under-</u> B.E./ B Tech/ MCA and MBA/ equivalent from a recognized university or Institution from a recognized university or Institution
7	Section 3.2.2.2.1 (Core team list), page # 30, serial # 4	<u>Solution Architect</u> M.Tech (Computer Science) from a recognized University or Institution	<u>To be read as under-</u> M.Tech/ B.E/ B.Tech/MCA from a recognized University or Institution
8	Section 3.2.2.2.1 (Core team list), page # 32-33, serial # 9	<u>Security Expert</u> CISA/ CISSP/ CEH/ OSCP/ ISO 27001 LA/ CHFI/ Comp TIA Certified	<u>To be read as under-</u> CISA/ CISO/ CISSP/ CEH/ OSCP/ ISO 27001 LA/ CHFI/ Comp TIA Certified

S. No.	RFP Section Reference	RFP Clause	Modification/Change/Insertion
9	Section 3.2.2.2.1 (Core team list), page # 33, serial # 10	<u>Data Privacy Expert</u> DCPP/ CIPP (E)/ CIPP (US)/ HiTrust/ CISA/ ISO 27001 LA/ CISM/ CGIET Certified	To be read as under- DCPP/ CISO / CIPP (E)/ CIPP (US)/ HiTrust/ CISA/ ISO 27001 LA/ CISM/ CGIET Certified
10	Section 3.2.2.2.1 (Core team list), page # 33, serial # 11	<u>Analytics Expert</u> B.E/B.Tech/MCA /Masters in Statistics/Masters in Economics from a recognized University or Institution	To be read as under- MBA /B.E/B.Tech/MCA /Masters in Statistics/Masters in Economics from a recognized University or Institution
11	Section 3.2.2.2.1 (Core team list), page # 33, serial # 12	<u>UI/UX Expert</u> B.E./ B Tech/ MCA and MBA from a recognized University or Institution	To be read as under- B.E./ B Tech/ MCA from a recognized University or Institution
12	Section 3.2.2.2.1 (Core team list), page # 35, serial # 18	<u>Business Analyst</u> B.E/B.Tech/MCA from a recognized University Institution	To be read as under- MBA/B.E/B.Tech/MCA from a recognized University Institution
13	Section 3.2.2.2.1 (Core team list), page # 36, serial # 20	<u>Subject Matter Experts (SME's)</u> MBBS doctors	To be read as under- MBBS/BDS doctors
14	Section 3.2.2.2.1 (Core team list), page # 34-36, serial # 14, 17, 19, 20 AND Section 1.6 (Consortium and sub-contracting)	New clause added	<u>New clause inserted</u> For the profiles of Legal Expert, Policy expert, Subject Matter Expert, Project Coordinator an optional sub-contracting is allowed for the bidder i.e. the bidders may sub-contract for these profiles or they may not. The sub-contracting shall be subject to following conditions- <ul style="list-style-type: none"> • All sub-contracting contracts must be entered into by the bidder • The list of all the sub-contractors of the bidder needs to be declared in the technical bid of the bidder

S. No.	RFP Section Reference	RFP Clause	Modification/Change/Insertion
			<ul style="list-style-type: none"> • Sub-contracting will not dilute the responsibility and liability of the consultant/PMC. • The consultant/PMC shall be responsible for management of its sub-contractors and for the delivery of all products and services in accordance with the agreement • Internal arrangement between the bidder and its sub-contractors is left to the bidder, subject to the conditions specified in this RFP. It shall be the responsibility of the bidder to ensure that its sub-contractors are compliant to educational and experience qualifications mentioned in the RFP.
15	Section 5.3.2, Form Tech 2: Bidders experience format, sr. # 2, page # 39	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.	<p><u>To be read as under-</u> The bidder is required to submit the required references for each of the competencies as detailed in sub section 3.2.2.1 (Bidder's Experience) of this volume of the RFP. Citations to be submitted for each of the Bidder.</p>
16	Section 5.3.2, Form Tech 2: Bidders experience format, page # 39	Table format serial no. 10: Go-Live Date / Completion Date (month/year)	<p><u>To be read as under-</u> Project is go-live or ongoing or completed? If go-live then go-live date /completion date (month/year)</p>
17	Section 5.3.2, Form Tech 2: Bidders experience format, page # 39	New line item inserted in the format	<p><u>New line item inserted in the bidder's experience format-</u> Is the project milestone based and/or time and material based?</p>
18	Section 5.3.2, Form Tech 2: Bidders	New line item inserted in the format	<p><u>New line item inserted in the bidder's experience format-</u></p>

S. No.	RFP Section Reference	RFP Clause	Modification/Change/Insertion
	experience format, page # 39		Specify the type of project i.e.- Advisory/ PMU/PMC/ Consultancy project healthcare/ Digital Health/IT
19	Section 5.3.5.1, Form Tech 5.1: Team composition and CVs, page # 50	Column: Qualification	<u>To be read as under-</u> Column: Qualification and Certifications
20	Section 5.3.5.2 (Annexure III), page # 50	Form Tech 5.2: Format of CVs	Revised CV format is provided at Annexure-I of this corrigendum
21	Annexure IV: sub-section 5.4.2.2 (cost break-up of Phase II and III)- Total cost of core team, page # 55	Column: Duration (in months)- 36	<u>To be read as under-</u> 36 months shall now be read as 33.5 months. Bidders to submit commercial bids accordingly.

Volume III

S. No.	RFP Section Reference	RFP Clause	Modification/Change/Insertion
1	Section 20.3 (Subcontracts), page # 32	Sub-contracting is not permitted for any part of scope of work.	<u>To be read as under-</u> Sub-contracting under this agreement is allowed in accordance with section 1.6 (Consortium and sub-contracting) of volume II of the RFP (to be read in conjunction with corrigendum number 2)
2	Section 24 (Audit and access), clause number 8, page # 38	<u>Sub-contractor's requirement</u> No sub-contracting allowed for any part of scope under this agreement.	<u>To be read as under-</u> Sub-contracting under this agreement is allowed in accordance with section 1.6 (Consortium and sub-

S. No.	RFP Section Reference	RFP Clause	Modification/Change/Insertion
			contracting) of volume II of the RFP (to be read in conjunction with corrigendum number 2)
3	Section 6.5 (subcontracting), page # 20	Subcontracting is not permitted for this Agreement.	<u>To be read as under-</u> Sub-contracting under this agreement is allowed in accordance with section 1.6 (Consortium and sub-contracting) of volume II of the RFP (to be read in conjunction with corrigendum number 2)

Annexure I: Revised CV Format

1. Name					
2. Position					
3. Date of Birth					
4. Education	S. No.	Degree Obtained	% of marks/CGPA (specify scale of computation)	Institution	Dates
5. Certification					
6. Employment Record	From	To	Company	Position Held	
7. Brief Profile					
8. Countries of Work Experience					
9. Languages	S. No.	Languages	Speak	Read	Write
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned					
Name of assignment or project:					
Year:					
Location:					
Client:					
Employer:					
Main project features:					
Positions held:					
Activities performed:					
10. Certification					
I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.					
Date: <...> 2020					
Signature of staff member					

Annexure II: NHAs Response to pre bid queries

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
1	II	28	3.2.2.1	Bidders Experience	<p>Scoring criteria- 5 different citations with 6 marks each project. AND Out of 5 citations at least 2 should be from IT in healthcare</p> <p>"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>In line with the expected scope of work for this project, it is suggested that the requirement may be modified to</p> <p>"Additionally, for the said projects/citations (pertaining to IT) the bidder should have experience in delivering scope of Digital Health OR consulting assignments in IT / Healthcare domain in the area of architecture / solution design / bid process management and project management." Alternately, Bidders should be able to demonstrate IT projects that cover any 3 out of these 4 areas. This would allow better participation from the Industry and help to select organisations</p>	<p>Please refer to corrigendum # 2</p>

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
						that specialize in Digital Health.	
2	II	55	5.4.2.2	Cost Breakup of Phase II & III	Table for Total cost of Core Team	The duration column appears to be a typo and may be modified suitably for reflecting the correct duration of Phase 2 and 3.	Please refer to corrigendum # 2
3	II	41	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.	Since this is a project of national importance, it is suggested that NHA should select the most Technically qualified vendor offering services at a reasonable cost and not necessarily the bidder quoting the lowest cost only. In order to ensure this, it is suggested that the selection of Vendor should be based on Quality-cum-Cost Based Selection (QCBS) criteria. This takes into account both the technical capability of the Bidder as well as the cost of services. Since manpower cost is the main cost of this	As per RFP and corrigendum

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
						<p>project, this selection method would encourage Bidders to position the most qualified and experienced Consulting team for the project and avoid placement of "incompetent / cheap" resources. The Technical and Financial Proposal should be given 80:20 weightage respectively.</p>	
4	II	29	3.2.2.2.1	Core team List	<p>Project Director B.E./ B Tech/MCA and MBA from a recognized university or Institution PMP/Prince2/ ITIL certified</p>	<p>Since the project team will consist of multiple qualified Project Managers under the Project Director, it is suggested that the requirements of "PMP/Prince2/ ITIL certifications" should be relaxed from the Project Director. Also, the educational qualifications should be</p>	<p>As per RFP and corrigendum</p>

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
						modified to "MBA / equivalent from a recognized university or Institution". This would help the Bidders to position the most relevant profiles for this project.	
5	II	30	3.2.2.2.1	Core team List	Project Manager B.E./ B Tech/ MCA and MBA from a recognized university or Institution PMP/Prince2/ ITIL certified	Since the project team will consist of multiple Project Managers with each having different focus, it is suggested that the requirements of "PMP/Prince2/ ITIL certifications" should be kept for only one of the Project Managers who may be in-charge of the Application Development area. Also, the educational qualifications should be modified to "MBA / equivalent from a recognized university or Institution". This would help the Bidders to position the most	Please refer to corrigendum # 2

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						relevant profiles for this project.	
6	II	30	3.2.2.2.1	Core team List	<p>Solution Architect M.Tech (Computer Science) from a recognized University or Institution</p> <p>10+ Years in consulting with atleast 7+ years of working on government assignments Should have worked in at least three (3) projects in government consulting and at least one (1) project in healthcare</p>	<p>We request that the educational qualifications may be updated to M.Tech (Computer Science) / MCA / B.Tech (Computer Science / IT) / Equivalent". This would help the Bidders to position the most relevant profiles for this project.</p> <p>Also, this is a specialized role that requires understanding of Digital Health domain and not just Government consulting. Therefore,</p>	Please refer to corrigendum # 2

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
						<p>it is suggested that the experience requirements may be updated to "10+ Years in consulting / Technology industry with atleast 7+ years of working on Digital Health / government assignments. Should have worked in at least three (3) projects in Digital Health / government consulting in a similar role and at least one (1) project in healthcare"</p>	
7	II	30	3.2.2.2.1	Core team List	<p>Data Architect 10+ Years in consulting with atleast 7+ years of working on government assignments Should have worked in at least three (3) projects in government consulting</p>	<p>This is a specialized role that requires understanding of Digital Health domain and not just Government consulting. Therefore, it is suggested that the experience requirements may be updated to "10+ Years in consulting / Technology industry</p>	As per RFP and corrigendum

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
						with atleast 7+ years of working on Digital Health / government assignments. Should have worked in at least three (3) projects in Digital Health / government consulting in a similar role"	
8	II	30	3.2.2.2.1	Core team List	Data Privacy Expert B.E./ B Tech/ MCA from a recognized University or Institution DCPP/ CIPP (E)/ CIPP (US)/ HiTrust/ CISA/ ISO 27001 LA/ CISM/ CGIET Certified	This role requires understanding of Indian regulations such as PDP Bill and IT Act. The certifications listed in the profile requirements do not ensure this understanding and may be removed as they are very rare to find in the Industry. However, the proposed expert must demonstrate experience of working in atleast 1 similar assignment. This would help the Bidders to position the most	Please refer to corrigendum # 2

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
						relevant profiles for this project.	
9	II	35	3.2.2.2.1	Core team List	<p>Analytics Expert B.E/B.Tech/MCA /Masters in Statistics/Masters in Economics from a recognized University or Institution</p> <p>Should have worked in at least two (2) projects in analytics/ visualization assignments in government consulting engagements</p>	<p>The educational qualifications should be modified to "MBA /B.E/B.Tech/MCA /Masters in Statistics/Masters in Economics from a recognized University or Institution".</p> <p>Also, the experience requirement may be modified to "Should have worked in at least two (2) projects in analytics/ visualization assignments in government consulting / Healthcare engagements"</p> <p>This would help the Bidders to position the most relevant profiles for this project.</p>	Please refer to corrigendum # 2

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10	II	35	3.2.2.2.1	Core team List	Business Analyst B.E/B.Tech/MCA from a recognized University Institution	The educational qualifications should be modified to " MBA / B.E/B.Tech/MCA from a recognized University Institution". This would help the Bidders to position the most relevant profiles for this project.	Please refer to corrigendum # 2
11	II	35	3.2.2.2.1	Core team List	DevOps Expert DevOps Certified professional	It is suggested that the requirement of DevOps Certification may be waived off as it is a rare skill and not available with Consulting firms.	As per RFP and corrigendum
12	II	36	3.2.2.2.1	Core team List	Subject Matter Experts (SME's) - MBBS doctors Practice of at least 5 years	NDHM is a Digital Health project hence a subject matter expert should be a person who has experience in implementing solutions in Digital Health. Therefore, we request you to replace "Practice of at least 5 years" with "Practice of at least 5 years OR 5+ years experience in Digital Health" in the experience column.	Please refer to corrigendum # 2

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
						Also, the educational qualification should be modified to MBBS / Masters in Public Health. This is required as very few medical doctors are available in the Industry.	
13	II	30	3.2.2.2.1	Additional team List	Data Privacy Specialist B.E./ B Tech/ MCA from a recognized University or Institution DCPP/ CIPP (E)/ CIPP (US)/ HiTrust/ CISA/ ISO 27001 LA/ CISM/ CGIET Certified	This role requires understanding of Indian regulations such as PDP Bill and IT Act. The certifications listed in the profile requirements do not ensure this understanding and may be removed as they are very rare to find in the Industry. This would help the Bidders to position the most relevant profiles for this project.	Please refer to corrigendum # 2

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
14	I	26	3.3	Service Levels	Availability of resources at NHA premises: 100% attendance	In view of the current pandemic, it is suggested that the team may be allowed to work remotely as well and their availability / attendance should be captured electronically. All team members must be available physically / online through a Video Conferencing tool such as MS Teams (as mutually decided with NHA)	As per RFP and corrigendum
15	II	25	3.2.1 (5)	Pre-Qualification Criteria	The bidder should have experience in working with Central/State Governments (including Government department/agencies/PSUs etc.) in delivering large scale consulting assignments in Healthcare/IT domain in last 5 years in India with at-least: 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	The said clause is restrictive and in order to allow a wider participation and ensure a larger pool of applicants to submit their proposal for the said proposal, we request you to kindly lower the value in each category. The clause may be read as: The bidder should have experience in working with Central/State	As per RFP and corrigendum

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
						Governments (including Government department/agencies/P SUs etc.) in delivering large scale consulting assignments in Healthcare/IT domain in last 5 years in India with at-least: One project costing not less than INR 10 Cr. OR Two projects costing not less than INR 7 Cr. Each OR Three projects costing not less than INR 5 Cr. each	
16	II	27	3.2.2.1 (1)	Bidders Experience	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.	We understand that the projects showcased for the qualification may be completed or maybe on-going. While the scope of the project and the amount received in the project should be in sync with the requirement, the overall value of the project however may differ. Kindly clarify.	a) Yes, projects showcased for the qualification may be completed or maybe on-going. b) The stated value in criteria must be realized by the bidder. No change

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17	II	28	3.2.2.1 (3) (1)	Bidders Experience	<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> <p>a) a milestone (for deliverable based citations) has been successfully achieved will be considered and</p> <p>b) for time and material based projects/citations the scope must be delivered and stated value must be realized by the bidder.</p> <p>The work order should have been issued within the last 5 years from the last date of submission of the bid.</p> <p>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>Similar Projects include Advisory/PMU/PMC/Consultancy Projects in Healthcare/IT consulting / Digital Health Projects.</p> <p>Scoring criteria- 5 different citations</p>	<p>While the country has witnessed various large scale digital/IT/E-Governance and related projects being designed, formulated, executed and implemented, it is worthy to note that projects with such high value for consulting in the healthcare domain are an anomaly. It is difficult, rather quite challenging to find consulting Organisation that have such a credential.</p> <p>With the weightage of 12 marks for projects from IT in healthcare, it will automatically disqualify multiple firms from being taken to the financial evaluation stage. We therefore request that mandatory requirement of 2 projects from IT in Healthcare out of the</p>	Please refer to corrigendum # 2

Sr. No.	Volume	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder	NHAs Response
					with 6 marks each project. AND Out of 5 citations at least 2 should be from IT in healthcare	total 5 citations required may kindly be deleted.	
18	I	13	2.1.1		PMC shall undertake both desk study/ assessment and a field visit/ assessment (for assessment of end user experience)	Please provide the number and geographical scope of the field visits to be undertaken.	Number and geographical scope of field visit will be finalized in consultation with NHA. Additionally, Consultant may also look for digital channels for conducting such

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							interactions in view of the current pandemic situation.
19	II	53	5.4.2.1	Cost Breakup of Phase I		It is submitted that lump sum rate may be taken for deliverable based payment rather than man-month based payment.	As per RFP and corrigendum
20	I	23	3.1	Payments applicable during Phase-I (Project Development)	Milestone 1- 1. As-is state assessment report: 30 days from the date of on-boarding 2. Best practices study report: 30 days from the date of on-boarding	In consideration to the volume of the assessments of current state and the Covid-19, we request NHA to extend the timelines for Milestone 1 to 60 days from the date of on-boarding.	As per RFP and corrigendum
21	I	25	3.3	Service Levels - Timely Completion of phase-I deliverables	As per timelines defined in the section 2 (scope of work-phase 1) of volume 1 of the RFP.	We request NHA considering the aggressive timelines, that the penalty to be waived off, for any delays occurred in approval from the NHA or because of some external dependencies.	Please refer to corrigendum # 2

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22	I	25	3.3	Service Levels - Timely Completion of phase-I deliverables	As per timelines defined in the section 2 (scope of work-phase 1) of volume 1 of the RFP.	We request NHA considering the aggressive timelines, deliverables should be deemed approved if the approval is not provided within 5 working days of submission of final deliverables.	Please refer to corrigendum # 2
23	II	11	1.6	Consortium and Sub-Contracting	Sub-contracting for any part of the scope of work is also not allowed	We understand that the NDHM envisaged by the NHA is a large value complex initiative and having the right resources are crucial for the success of the project. Therefore to have right combination of resources, we request you to allow sub-contracting for the profiles with Healthcare background.	Please refer to corrigendum # 2
24	II	16	1.2	Conflict of Interest	Conflict of Interest	We request NHA to specify the existing firms working with NHA for conceptualization of NDHM/IT Initiatives at	Requirements related to conflict of interest are already specified in the RFP in section 1.20 (volume II) and the said clause shall

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						NHA and any potential conflict of interest	take care of any conflict of interest situation.
25	II	24	3.3	Service Levels - Resource Onboarding	On-boarding of all Core resources and Commencement of services for phase-I : Within 15 days of signing of contract	In consideration to Covid 19 scenario, we request NHA to modify the resource loading time to 30 days from the date of Issuance of Workorder and reduce the applicable penalty amount, considering the minimum project handover or notice period in any IT/Consulting Organizations.	As per RFP and corrigendum
26	II	25	3.2.1	Pre-Qualification Criteria	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).	We understand that the NDHM envisaged by the NHA is a large value complex initiative for implementation NDHB at National level. Therefore, we suggest that evaluation criteria to check the financial Capability of the Service Provider may be raised to mitigate the financial risk for NHA. Accordingly, the	As per RFP and corrigendum

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						clause may be modified as: The bidder should have minimum average annual turnover of INR 500 Crores. from consulting services in India in last three financial years (FY 2018-19, 2017-18, 2016-17).	
27	II	27	3.2.2	Technical evaluation criteria	Approach & Methodology – A&M - Bidder's Understanding - 15 marks - Presentation on Approach & Methodology (including work plan)– 15 marks	We consider A&M section is key aspect of the proposal and it should be evaluated more objectively. We request NHA to provide breakup of marks in A&M for better and objective based evaluation of A&M.	As per RFP and corrigendum
28	II	28	3.2.2.2	Bidder's Resources	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.	In consideration to Covid 19 scenario, we request NHA to allow deployed core team members to Work from Home on rotation basis,	As per RFP and corrigendum. However, work from home/remote working shall be applicable as per government of India's

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							guidelines/instructions.
29	II	28	3.2.2.1	Bidders Experience	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.	We consider that, it will be difficult to get consulting assignments in IT domain whose scope includes all the components : architecture, solution design, bid process management and project management. We request NHA to modify the content to: "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	Please refer to corrigendum # 2

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						management / project management."	
30	II	30	3.2.2.2.1	Core Team List	Solution Architect: MTech (Computer Science) from a recognized University or Institution	We consider that, the B.E/B.Tech in Computer Science with required certification can also fulfil the requirements of the Solution Architect. Hence we request you to change the Educational qualification to B.E/B.Tech along with Certifications, such as Togaf for Solution Architect. Request you to remove the MTech requirement.	Please refer to corrigendum # 2
31	II	30	3.2.2.2.1	Core Team List	UI/ UX Expert: B.E./ B Tech/ MCA and MBA from a recognized University or Institution	We consider that, the B.E/B.Tech/MCA can also fulfil the requirements of UI/UX Expert. Hence we request you to change the Educational qualification to B.E./ B Tech/ MCA and remove the requirement for MBA.	Please refer to corrigendum # 2

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32	II	29	3.2.2.2.1	Core Team List	Project Director: B.E./ B Tech/MCA and MBA from a recognized university or Institution. PMP/Prince2/ ITIL certified	We consider that a candidate with PhD degree may be able to fulfil this requirement. Hence we request you to change the educational qualification as B.E / B. Tech / MCA with MBA or PhD, allowing PhD instead of MBA	As per RFP and corrigendum
33	III	29	18	Liability and Insurance	Suggestion on addition of clause	We request NHA to include following clause under Limitation of Liability: "The Client (and any others for whom Services are provided) shall not recover from shortlisted bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to	As per RFP and corrigendum

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						<p>the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from shortlisted bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.”</p>	

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34	III	30	19	Volume III: 19 Confidentiality and Liability	Suggestion on addition of clause	We request NHA to include following clause under Limitation of Liability: "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of	As per RFP and corrigendum

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						<p>confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."</p>	
35	III	30	19	Confidentiality and Liability	Suggestion on addition of clause	<p>We request NHA to include following clause under Limitation of Liability: "Shortlisted bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how</p>	As per RFP and corrigendum

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						<p>("Materials") that shortlisted bidder own in performing the Services.</p> <p>Notwithstanding the delivery of any Reports, shortlisted bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that shortlisted bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."</p>	
36	III	24	13.4	IPR Warranty	Suggestion on addition of clause	IPR- EP to ensure compliance of the same. Further add this-	As per RFP and corrigendum

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						<p>EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that EY own in performing the Services.</p> <p>Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	

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37	III	41	27	Volume III: 27 Termination	Suggestion on addition of clause	We request NHA to include following clause under Limitation of Liability: EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations.	As per RFP and corrigendum
38	II	16	1.2	Conflict of Interest	-	Wanted to understand that if an organization participates and bids for the rfp on Hiring of Project Management Consultant for Scheme Convergence Project Management Unit, will the same organization be able to participate in PMJAY 2.0 rfp. Would there be any conflict of interest in this situation.	Kindly refer to section 1.20 (Volume II) of the RFP

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39			1.6	Consortium and Sub-Contracting	-	Are there any conditions under which we could be allowed to bid with inclusion of external partners – we would be disclosing these details at the outset and will include all necessary partnering agreements for the bid submission.	As per RFP and corrigendum
40	I	11	Section 2	Scope of Work	The project shall be for a duration of 36 months from the start of the project (on-boarding of consultant at NHA) and further extendable by another 2 (two) years (one year at a time), However, the discretion for extending the contract shall rest with the NHA on the same terms and conditions provided under this RFP and acceptance of both the parties.	Since prices are discovered today which are based on existing inflation and economic conditions, and whereas extension is at the discretion of NHA thus it is requested that 10% increase on discovered prices for each year of extension may kindly be provisioned in the RFP.	Please refer to corrigendum # 2
41	I	13	2.1.1.1	Methodology of conducting the assessment	PMC shall undertake both desk study/assessment and a field visit/assessment (for assessment of end user experience)	A field visit for conducting as-is study is specified however given the current pandemic situation such interactions may kindly be allowed to be	Consultant may also look for digital channels for conducting such interactions in view of the current pandemic situation

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						conducted through digital/online mode.	in consultation with NHA.
42	I	19	2.2.3.1.1	IT Security, Privacy and Strategic Control Policy, Point 5	5. To support in IT Security solutioning, governance, SLA monitoring, conduct information security risk assessment	Please clarify whether the selected vendor required to monitor all the SLA agreed by several vendors for service provided to NHA related to NDHM or only limited to security solutions?	As per RFP and corrigendum
43	I	19	2.2.3.1.1	IT Security, Privacy and Strategic Control Policy, Point 1	1. NDHM may establish standards and policy for IT Security, Privacy and Strategic control. PMC shall assist NHA in assessing compliance to various policies related to IT Security	Please clarify whether the selected vendor required to draft IT security related policies and procedure for NDHM or the requirement is only to perform the compliance assessment with regards to the existing policies (if any)	As per RFP and corrigendum
44	I	19	2.2.3.1.1	IT Security, Privacy and Strategic Control Policy, Point 2	2. To assist in conducting security audit through 3rd party agencies appointed by NDHM	Please clarify whether the selected vendor only required to assist in audits conducted by third parties or ensuring the preparedness is also in scope of work of this RFP. For example, ISO27001 audits	As per RFP and corrigendum

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						require preparatory and internal audits to be conducted or will that be required to be conducted by vendor	
45	I	19	2.2.3.1.1	IT Security, Privacy and Strategic Control Policy, Point 4	4. To oversee various IT Security related operations	Please elaborate the IT security operation, will it include performing firewall rule review, source code review, User access reconciliation activity, etc. or it is own disretion of bidder to design the deliverables and support	As per RFP and corrigendum
46	I	19	2.2.3.1.1	IT Security, Privacy and Strategic Control Policy, Point 5	5. To support in IT Security solutioning, governance, SLA monitoring, conduct information security risk assessment	Please elaborate the frequency of risk assessment to be conducted	As per RFP and corrigendum
47	I	12	2.1.1	NDHM As-Is Assessment Study	General	Please elaborate if the selected vendor is required to support fixing of gaps as well post conducting As-IS assessment.	As per RFP and corrigendum

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48	I	14, 15, 16, 17	Clause 2.1.1.2 Clause 14 Clause 7 and 13 Clause 11	Acceptance	Deliverable Acceptance Criteria is not clearly articulated . Request inclusion of the same.	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let</i></p>	Please refer to corrigendum # 2

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						<p><i>Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</i></p>	
49	II	50	5.3.5.2	Form Tech 5.2	Format of CVs	<p>Requesting for revision of CV format as the same provides for employer wise responsibilities and whereas the manpower requirement particularly specifies experience of resources in particular domains. Format may be suitably modified.</p>	<p>Please refer to corrigendum # 2</p>

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50	II	30	3.2.2.2.1	Core team list	Solution Architect- M.Tech (Computer Science) from a recognized University or Institution	It is requested to change the educational qualification to B.Tech since B.Tech with 10+ years of consulting experience shall suffix the requirements of the project.	Please refer to corrigendum # 2
51	II	30	3.2.2.2.1	Core team list	Serial number 14 and 36- Legal expert and Subject Matter Expert (SMEs)	Profiles such as SMEs, Legal may be allowed for sub-contracting as the same are typically not easily available. Allowing sub-contracting for such profiles shall allow for deployment of specialized resources having contextual knowledge for the project.	Please refer to corrigendum # 2
52	II	28	3.2.2.1	Bidders experience	Out of 5 citations at least 2 should be from IT in healthcare	It is requested that the clause may be changed to "at least 1 should be from IT in healthcare" as one citation from IT in Healthcare would sufficiently cover IT and healthcare experience.	Please refer to corrigendum # 2

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53	II	28	3.2.2.1	Bidders experience	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.	It is requested that the said clause may please be modified as follows- "Additionally, for the said projects/citations (pertaining to IT) the bidder should have experience in delivering scope of consulting assignments in IT domain in any one of the following areas viz. architecture, solution design, bid process management and project management" Generally such projects/contracts are undertaken with government clients and inclusion of all 4 areas together are limited.	Please refer to corrigendum # 2

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54	II	29	3.2.2.2.1	Core Team List	General	<p>With reference to page 24 of NDHB, there is a section of Fraud Detection which has subpoints :</p> <ul style="list-style-type: none"> - Fraud Classification - Fraud Detection - Fraud Prevention through systemic improvements <p>As NDHB highlights importance and existence of Fraud Detection , hence we request to include 2 positions for Forensic experts position in addition to the existing positions. Currently there are no position with respect to Forensics in NDHM RFP and these personells will be essential in managing the Forensic and Fraud analytics.</p> <p>Further to above we assume, a fraud control partner will also be onboarded for NDHM</p>	As per RFP and corrigendum

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						<p>as well. And the personell listed below can play an intergral part in onboarding the partner and can be NHA's internal anti-fraud experts.</p> <ul style="list-style-type: none"> - Lead Anti-Fraud Expert, B.Tech / CA and ACFE preffered, 8+ years - Fraud Analyst, B.Tech/ CA and ACFE preffered 	

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55	II	5.2.4	45	5.2.4	Form PQ4: Details of litigation	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 adversely affecting or compromising the delivery of services as required under this contract.	As per RFP and corrigendum
56	II	40	3.2.3	Commercial evaluation criteria	4. L1 bidder shall be awarded the contract.	It is requested that the evaluation criteria may please be changed to Quality and Cost Based Selected method (QCBS).	As per RFP and corrigendum
57	II	29	3.2.2.2.1	Core Team List	General	We propose to build a 6 member team size for Cyber security & Privacy as it will be a cross functional role	As per RFP and corrigendum

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						across ecosystem and plays a crucial role in such reputational project	
58	III	29	Clause 18	Limitation of Liability	The preceding limitation shall not apply to liability arising as a result of the agency's fraud or willful misconduct in performance of the services hereunder.	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	As per RFP and corrigendum
59	III	43	27.5	Survival	The obligations under this clause 27.5 continue, notwithstanding the expiry or termination of this Contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	As per RFP and corrigendum
60	III	32, 46	19.6 Clause 12	Confidentiality Obligations	In relation to any information which the parties agree in writing after the date of this Contract is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the parties in writing in respect of that information	Please appreciate that this is a prestigious project and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your	As per RFP and corrigendum

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						confidential information.	
61	III	30	18.2	Insurance	Insurance	<p>We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.</p>	As per RFP and corrigendum

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62	III	36	24	Audit & Access		We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. <u>Please acknowledge that our audit related obligations will be subject to foregoing statement.</u>	As per RFP and corrigendum
63	III	35	22.3	Removal of Purchaser Data	Remove Purchaser Data or allow Purchaser Data to be removed from the Purchaser 's premises; or	Will the Consultant be allowed to bring its own laptops or will NHA provide the laptop/desktop systems? Please	Consultant is required to its bring its own laptop. Accordingly, the said clause is to be read harmoniously.

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						confirm. If Consultant is required to bring its own laptops/systems the clause may suitable be amended.	
64	General	General	General	No third party disclaimer	There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	As per RFP and corrigendum

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65	II	10	1.4	Bid Security/EMD	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)	We request you to please reduce it to INR 50 lakhs, which would be substantial amount for securing bid.	As per RFP and corrigendum
66	III	20	6.5	Sub-contracting	Subcontracting is not permitted for this Agreement.	We (as a consultancy firm) are not mandated to provide any legal opinion/ advice. Therefore, legal expert/legal firm needs to be sub-contracted. Like legal expert, there are some other profiles (such as Subject Matter Experts- MBBS, Health Informatics Expert/Module lead, and Project Coordinators), which would require sub-contracting or consortium. Therefore, we request you to allow sub-contracting and	Please refer to corrigendum # 2

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						consortium with other firms and independent experts to enhance technical capability and proposing a good team with all requisite skill sets and experience.	
67	I	11	2	Scope of Work	Leaves 6. A total of 12 leaves (average 1 per month) per year shall be permissible to each resource of Consultant so deployed under the PMU. No other leaves shall be allowed. These leaves will not be carried forward to next year.	We request you to please apply leave policy as applicable on contractual MoHFW employees or consider 2.5 leaves per month in line with past similar PMU tender/contract with MoHFW	As per RFP and corrigendum
68						Please consider provision of accumulation and carry forward the leaves not utilized at the end of the year	As per RFP and corrigendum

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69	I	27	3.3	Service Levels	<p>Point 8</p> <ul style="list-style-type: none"> • Key stakeholders (NHA officials) will be identified and they will provide their feedback on the performance of PMC on a quarterly basis. • PMC will be required to attain a minimum specified average customer satisfaction score, beyond which there will be penalties. 	<p>We request you to please remove 'customer satisfaction' category of penalty as it is very subjective. In case it can't be removed, please define an objective framework with absolute satisfaction parameter with its baseline and breach.</p>	As per RFP and corrigendum
70	I	26	3.3	Service Levels	<p>On-boarding of additional resources as required by NHA (Target: 15 days or less)</p>	<p>We request you to modify the service level for On-boarding of additional resources as '30 days or less'</p>	As per RFP and corrigendum
71	II	26-28	3.2.1 & 3.2.2.1	Prequalification Criteria & Bidders Experience	<p>Document Proof/Supporting Document</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)</p>	<p>We request you to accept Self-Certificate from Authorised Signatory. Copy of authorisation proof /Power of Attorney will be submitted.</p>	Please refer to corrigendum # 2
72	II	50	5.3.5.2	Form Tech 5.2: Format of CVs	<p>Format of CV</p>	<p>We request you to include a section in the CV template on "Relevant Project Experience Details" as this would be important for evaluation purpose.</p>	Please refer to corrigendum # 2

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73	II	29	3.2.2.2	Bidder's Resources	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.	We understand that <ul style="list-style-type: none"> Resource for phase I are not necessarily deployed at client site, however, they would be available on-site for all meetings. 	As per RFP and corrigendum
74					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.	<ul style="list-style-type: none"> Resources for Phase II and III need to be deployed onsite according to guidelines of competent central/state/local government authorities in given Covid pandemic situations 	As per RFP and corrigendum.
75					8. The resources shall be deployed at NHA site. The resources deployed on the project must be on the payroll of the selected agency.	<ul style="list-style-type: none"> All resources should be on payroll of bidder on the first day of deployment 	As per RFP and corrigendum

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76	II	31	3.2.2.2.1	Core Team list	<p>Qualification requirements</p> <ul style="list-style-type: none"> • Health Informatics Expert/Module Lead MBA/MCA/B.E/B.Tech/Masters in Public Health/MBBS or equivalent from a recognized university or Institution • Capacity building & change management experts MBA/ Masters in Public Health/MBBS or equivalent from a recognized university or Institution • Project Coordinator MBA/Masters in Public Health/MBBS or equivalent from a recognized University or Institution 	<ul style="list-style-type: none"> • Given the qualification as per ToRs, would request you to also consider 'Master in Hospital Administration (MHA)' and 'PGDM in Health Care Management' for these 3 mentioned profiles. 	As per RFP and corrigendum
77	II	36	3.2.2.2.1	Core Team list	<ul style="list-style-type: none"> • Subject Matter Experts (SME's), MBBS Doctors, • Responsible for providing subject matter related expertise and shall be involved in multiple tasks right from solution designing to implementation, UI/UX etc. • Practice of at least 5 years 	<ul style="list-style-type: none"> • Given the ToR has MBBS qualification requirement for SME's, would request you to also consider alternative qualifications including BDS, BAMS, MHA and PGDM-HCM degree. • Would also request you to consider SME's experts with MBBS degree and experience of working in 	Please refer to corrigendum # 2

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						consulting/ healthcare assignments	
78	II	27	3.2.2	Technical Evaluation Criteria	Evaluation of each resource shall be done based on the following parameters. - Educational Qualification (Institute and Degree) – 30% - Relevant Experience and interaction – 70%	Please define objective criteria for evaluating resources, for instance, marks for degree, institute, certification, and relevant experience (govt/private, role, no. of years, etc.).	As per RFP and corrigendum
79					The Evaluation Committee may ask for interview of certain key proposed team members	We request you to please share name of profiles for which interview is to be done and any indicative duration of interview.	As per RFP and corrigendum
80	II	28	3.2.2.1	Bidders Experience	Technical Evaluation The bidder should have experience in executing similar projects in Healthcare/IT with contract value more than INR 5 crore as per following criteria... ...Scoring criteria- 5 different citations with 6 marks each project.	We understand that separate contracts/agreements for a given project in last 5 years would be considered as different citations, if these contracts are individually meeting given criteria.	As per RFP and corrigendum

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81						Please confirm whether a project with its extensions is considered as one citation, if work orders are issued for both project and extension within last 5 years.	As per RFP and corrigendum
82	II	40	3.2.3	Commercial evaluation criteria	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.	We request you to please define abnormal low bid through a formula e.g. Commercial bids with less than 70% cost of the average of sum of total quotes of all technically qualified bidders will be disqualified.	As per RFP and corrigendum

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83	I	11	2	Scope of work	Project Timelines	As mentioned in the RFP, phase-I of project would be of 2.5 calendar months followed by 36 calendar months of phase-II and III. As per our understanding this implies that total duration of project would be 38.5 calendar months. Kindly confirm.	As per RFP and corrigendum

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84	I	12	2.1	Phase I: Project Development	Timeframe	<p>We understand that the initial project development phase is a critical phase as it would create foundation of the project and success of whole project depends on its conceptualisation. Considering this, given timeframe for this phase (i.e. Phase-I) looks very stringent, we request to re-visit the timelines considering no. of stakeholders to be interacted, processes to be looked at, locations to be visited etc. We propose following as an indicative</p> <ul style="list-style-type: none"> • Assessment (T+1.5 month)- In assessment stage, PMC needs to do desk study/assessment and a field visit/assessment. • Best Practices (T+1.5 Months) • Draft scope of work & 	As per RFP and corrigendum

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						<p>broad costing (T+ 2.5 months)- It covers preparation of Overall Solution Architecture, Technology management plan, Service Levels identification, Governance & Implementation structure, Project Roll-out and Implementation Plan</p> <ul style="list-style-type: none"> • Final scope of work and costing (T+3 months) • DPR (T+4 months) • Draft RFP (T+ 4.5 months) • Final RFP (T+5 months) 	
85	I	19	2.2.3.1.1	IT Security, Privacy and Strategic Control Policy	NDHM may establish standards and policy for IT Security, Privacy and Strategic control. PMC shall assist NHA in assessing compliance to various policies related to IT Security	Please clarify whether PMC is supposed to draft any such policy. If yes, please clarify whether there are some specific standard in place. This is required to indentify and propose suitable resource.	As per RFP and corrigendum

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86	I	19	2.2.3.1	Technical Support Activities	12. Providing support to NHA during the acceptance of the solution/ application and to support to NHA for incorporating feedbacks in UATs (User acceptance testing and/or sprint acceptance)	We understand that PMC would support NHA in overall coordination and monitoring all tasks related to UATs, however, actual UAT would be carried out by end-users of IT systems.	As per RFP and corrigendum
87	I	19	2.2.3.1.3	Establishing the Innovation Unit	3. PMC shall monitor the implementation of pilots by MSP	We understand that these pilots on emerging technologies would be done by MSP after setting up Innovation Unit of PMC. Please clarify whether preparation of separate DPR and RFP for such pilots will be part of scope of the PMC or it will be managed by NHA separately.	As per RFP and corrigendum
88	I	23	3.1	Payments applicable during Phase-I (Project Development)	Milestone 1, 2 & 3	We request you to provide an indicative timeline for deliverable review & approval by NHA, say, review comments/ approval in 7 days from submission of deliverable.	Please refer to corrigendum # 2

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89	I	22	3	Payment Terms	Field Visits (Point 9 & 10)	Please specify no. of offices/locations to be visited and no. of visits to be made to each location/ office.	Refer query # 18
90					9. Out of Pocket expenditure (OPE) for outstation or local travel would be reimbursed by NHA at actual. Any outstation or local travel must be pre-approved by NHA for being considered for payments as OPEs. OPEs shall include travel, boarding and lodging, food, daily allowance for people travelling and shall be governed as per policy of NHA/NDHM. OPE will be as per entitlement based on the professional level of the traveller and maximum ceiling as applicable to the entitlement of Deputy Secretary level officer of Government of India.	As mentioned in the RFP, OPEs are reimbursable on actual as per entitlement mentioned in tender. Please confirm whether all such OPEs (including stay in gov guest house/hotel) are in addition of overall quote proposed by bidder.	As per RFP and corrigendum
91					10. The payment towards expenditure incurred on travelling shall be reimbursed as per the provisions of travelling rules of NHA.	Please share referred travelling rules of NHA.	As per RFP and corrigendum
92	I	22	3	Payment Terms	The payment/invoicing shall be done on a quarterly basis upon submission of invoice by the agency/PMC to NHA.	We request you to allow monthly payment/invoicing.	As per RFP and corrigendum
93	II	41	4.3	Performance Gurantee - Point no 3	The Performance Guarantee shall contain a claim period of three months from the last date of validity	We request to NHA to provide clarity regarding returning of PBG once work is	As per RFP and corrigendum

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					of the contract executed with the successful bidder	completed. We propose that the PBG should be returned immediately upon completion of services.	
94	III	23	11.4	Right to Terminate	If any parts of the Services do not meet the Performance Criteria on more than two occasions, the Purchaser may (in addition to its other remedies) shall have the right to terminate the contract immediately under clause 27 by giving the Consultant written notice.	We request you to provide remedy period of atleast 30 days from date of written notice from Purchaser.	As per RFP and corrigendum
95	III	30	18.2	Insurance	..for the Contract Period, valid and enforceable insurance policies for: public liability; either professional indemnity or errors and omissions; workers' compensation as required by law.	We request to consider our corporate insurance policy. If NHA expects any specific insurance, please share specifications of the insurance requirements from NHA.	As per RFP and corrigendum
96	III	32	19.6	Period of Confidentiality	In relation to any information which the parties agree in writing after the date of this Contract is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the parties in writing in respect of that information	We request you to include period of confidentiality as "One year from the date of completion of services"	As per RFP and corrigendum
97	III	35	22.1	Compliance with Purchaser requirements	All relevant security and other requirements specified in the Purchaser 's Privacy and Data Information Security Policy, if the	We request to please share said Privacy and Data Information Security Policy.	Will be shared with Selected Bidder.

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					same has been made aware by the Purchaser;		
98	III	36	24	Audit and Access	Audit and Access	Visit to our office may not be in line with our policy to maintain confidentiality of the data /information of other clients. However, NHA can visit to our project office and audit the relevant documents.	As per RFP and corrigendum
99	III	41	27.2	Termination by Purchaser for Default-point 2	Without limitation, for the purposes of this clause, each of the following constitutes a breach of a material provision –	We would request you to delete this clause or this clause with some modifications may be agreed mutually at the contract signing stage, if project is awarded.	As per RFP and corrigendum

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100	III	43	27.3	Termination by Consultant for Default	the Consultant has given the Purchaser: a first notice 30 days after the due date of the invoice, specifying the failure to pay and giving the Purchaser at least 30 days to pay the invoice; and a second notice 15 days after the first notice, referring to the first notice and giving the Purchaser at least 15 days to pay the invoice	<p>We request you to modify the clause as mentioned below:</p> <p>“The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case</p> <ul style="list-style-type: none"> - Client does not make the payment to the Consultant - Does not adhere to the arbitration judgement - if Bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where client’s ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder.” 	As per RFP and corrigendum

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101	III	43	27.6	Termination does not affect accrued rights	Termination does not affect accrued rights	Please elaborate on this clause. We understand that our pre-existing IPRs would remain with us.	As per RFP and corrigendum
102	III	57	Annexure B	5. Term	This Agreement will remain in effect for perpetuity from the date of execution of the Agreement and/or Agreement ("Term").	We request to include the following clause: This agreement shall terminate on the earlier of the following events (1) the termination of the discussions and negotiations between the Parties concerning the Purpose, or (2) on the signing of a definitive agreement between the Parties relating to the Purpose or (3) after a period of six (6) months from the effective date of this Agreement.	As per RFP and corrigendum

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103	III	58	Annexure B	7. Obligations of the receiving party - Point G	upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.	We suggest that consultant should be allowed to retain one copy of all deliverables and working papers to the extent required to comply with the laws, regulatory, professional conduct obligations or for purposes of its internal records.	As per RFP and corrigendum
104	II	8		Fact Sheet	Bid submission The last date and time for submission of proposal is on or before 28.09.2020, 1700 hours.....	We request you to provide us at least two-week's time period for bid submission from date of publishing pre-bid clarifications.	As per RFP and corrigendum
105	I	27 of 32	3.3	Service Levels (Point 8 Customer Satisfaction)	Customer Satisfaction will be calculated on a scale of 1-10 with 10 being highest and 1 being lowest, across multiple parameters. Different parameters like, punctuality, attendance, initiative, quality of deliverables etc. would be used by the respective NHA/NDHM officials to evaluate the PMC resources deployed in their teams. Basis this evaluation, the penalty will be levied which could be 0.5% of the quarterly payment for the consultant. It is expected that a	It will be calculated on Individual consultant basis or Combined PMC basis?-Clarification required	As per RFP and corrigendum

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					minimum score of 7 would be maintained by the consultants.		
106	II	54 of 62	5.4.2.2	Cost Breakup of Phase II and Phase III S.No.2	Total Cost of Additional Team	As Per clause 3.2.2.2.2. Additional Team List of Vol II "The resources specified in the additional team are optional and shall be deployed by Consultant as and when asked by NHA through work orders." Rates can be Discovered and estimation of additional team cost can be exempted in overall evaluation of Commercial bid	As per RFP and corrigendum
107	I	23 of 32	3.1	Payments during Phase1	Table : Deliverable, Timeline & payment	There is no approval timeline (approval duration for any deliverable submitted) for Milestones completion due to which other milestones may be impacted- Clarification required	As per RFP and corrigendum

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108	II	26 of 32	3.2.1	Pre Qualification Criteria Manpower Strength	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.	Document proof as per RFP should be "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". Clarification is needed on the "last day of bid submission" as Bid Submission start date is 15-Sep-2020. Our Ask: "Certificate from HR Head/ Company Secretary clearly specifying the number of resources as on 15th September 2020, on its rolls as per requirement"	As per RFP and corrigendum
109	II	55 of 62	5.4.2.2	Cost Breakup of Phase II & III	Total cost of Core Team	In phase II & III, is it mandatory to deploy all members of Core team (39 resources) for whole project period i.e 36 Months or is it discretion of consultant to estimate the effort	As per RFP and corrigendum

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						of particular profile and quote accordingly?	
110	II	55 of 62	5.4.2.2	Cost Breakup of Phase II & III	Total cost of Core Team	Project period including all phases is 3 years, and about 3 months may be devoted for Phase I so remaining period of 33 Months would be for phase II & III; however as per RFP, resources deployment being sought for phase II & phase III is for 36 months?	Please refer to corrigendum # 2.
111	I	25 of 32	3.3	Service Levels	Delay of every day beyond 15 days, INR 20,000/- per day per person for the number of days and resources	We request Authority to rationalize the onboarding criteria by either increasing the number of days to 30 days of signing of contract or reducing the amount of Penalty.	As per RFP and corrigendum

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112	III	27 of 65	17	Indemnity	The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this Agreement. However this is not applicable to the indemnity under clause 17 Volume III at Page 27	It is requested to cap the indemnity liability for damage to tangible property to the one time fees paid to us.	As per RFP and corrigendum
113	I	16 of 32	2.1.3.1	Scope of Work	Legal and other enabling provisions (Legal and contractual requirements)	1.) We request Authority to kindly allow Consortium as the revised scope of work involves legal services which may require consortium owing to the restriction on consulting firms to provide legal services. This will enable a fair wider participation of bidders and increased competitiveness for NHA. 2) Alternatively if	As per RFP and corrigendum
114	I	17 of 32	Draft Detailed Project Report (DPR)	Legal and other enabling provisions			
115	I	21 of 32	2.2.3.3.1	Legal, Procurements and Contracts Management	Legal, Procurements and Contracts Management		

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						<p>consrtium is not allowed by NHA, since consulting firms does not provide legal services, it would therefore requested that we be allowed to engage a reputed legal firm on your behalf to address such parts of the scope of work which require to be addressed from the legal perspective. Selected bidder would coordinate between such law firm and NHA. In respect of all legal issues concerning the project, you may rely upon the advice provided by the said firm. <i>Accordingly we request that one consortium partner be allowed for the bid(preffered option detailed as #1 above). In case consortium is not permissable kindly allow the bidder to provide legal services</i></p>	

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						<i>by way of a service agreement where the law firm/legal consultant could be appointed on behalf of the client as a service provider(as detailed in #2 above)</i>	
116	I	25 of 32	3.3	Service Levels	On-boarding of all Core resources and Commencement of services for phase-II, III	NHA shall notify the date of commencement of phase II as we expect a little variation due to dependency on the approval of Phase I deliverables. Penalty should be calculated after lapse of one day from the notified date	As per RFP and corrigendum
117	I	25 of 32	3.3	Service Levels	Availability of resources at NHA premises	There must be an option for emergency situations where the competent authority could waive off the penalty as an exception	As per RFP and corrigendum
118	II	40 of 62	3.2.3	Commercial Evaluation criteria	L1 bidder shall be awarded the contract.	Since there could be intentional low price by some bidders to win the project, a 'fall clause' which restricts prices to go below certain percentage of	As per RFP and corrigendum

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						average bid price shall be put in place. This is a practice where the buyer wants to have quality despite going for lowest bid route.	