



**National Health Authority (NHA)
Government of India**

REQUEST FOR PROPOSAL (RFP)

“Selection of an agency to design, develop, implement, operate and maintain an IT Enterprise Suite for National Health Authority”

RFP Number: S-12012/72/2019-NHA

Date of Publishing RFP: 12th June 2019

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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 Service Provider/agency 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.

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1. Invitation to Proposal

New Delhi

Date: 12th June 2019

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. To fulfill this vision, the Government of India conceptualized 'Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB-PMJAY)', a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based healthcare service. AB-PMJAY adopts a two-pronged approach. Firstly, the creation of health and wellness centers to bring health care closer to homes. Secondly, the formulation of a National Health Protection Mission to protect poor and vulnerable families against financial risk arising out of catastrophic health episodes. For focused approach and effective implementation of AB-PMJAY, an autonomous entity, the National Health Agency was constituted. Established as a Society on 11th May 2018, the agency was registered under the Society Registration Act, 1860. Now the National Health Agency is reconstituted as the National Health Authority through a cabinet decision. Through the decision, the National Health Agency has been dissolved and has been replaced by National Health Authority (NHA) as an attached office to Ministry of Health & Family Welfare. NHA will provide overall vision and stewardship for design, roll-out, implementation and management of AB-PMJAY in alliance with state governments. Inter-alia, this will include, formulation of AB-PMJAY policies, development of operational guidelines, implementation mechanisms, coordination with state governments, monitoring and oversight of AB-PMJAY amongst other.

The objective of this RFP is to seek the services of an agency to design, develop, implement, operate and maintain an IT Enterprise Suite for National Health Authority. The selection of the agency shall be done as per Quality and Cost Based Selection method i.e. QCBS method as provided in this RFP.

The official website for accessing the information related to this RFP is: <https://www.pmjay.gov.in/>. Interested bidders are requested to submit their proposals to the "RFP" at the address mentioned below on or before 2nd July 2019.

The submissions must be addressed to:

"General Manager (Administration),

National Health Authority,

9th floor, Tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001"

Thank you and we look forward to receiving your proposal.

2. Fact Sheet and RFP Schedule

S. No.	Reference	Description
1.	RFP Number and Issuing Authority	S-12012/72/2019-NHA Chief Executive Officer, National Health Authority
2.	Date of publishing of RFP	12 th June 2019
3.	Job Requirement	To design, develop, implement, operate and maintain an IT Enterprise Suite for National Health Authority
4.	Method of selection	Three stage process comprising of: <ol style="list-style-type: none"> i. Pre-Qualification evaluation, and ii. Technical Evaluation and iii. Commercial Evaluation. The final selection shall be based on Quality and Cost Based Selection method i.e. QCBS method (75:25)
5.	Name of purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India.
6.	Date till which the RFP response/bid validity should be valid	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
7.	Pre-Bid Queries	Clarification must be requested on or before 19 th June 2019 up to 05:00 PM. Bidders are required to send the queries/clarification request in MS excel file in soft copy (as detailed in annexure 1). The e-mail address for requesting clarification is: manu.shukla@nic.in
8.	Pre-Bid Meeting	Date & Time of pre bid meeting- 18 th June 2019, 11:00 AM onwards at the below address- National Health Authority, 9th floor, tower-1, LIC Jeevan Bharti Building, Connaught Place, New Delhi”

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S. No.	Reference	Description
9.	Bid submission	<p>The last date for submission of Proposal is on or before 2nd July 2019 up to 04:00 PM. The proposal will be submitted physically at the address mentioned below-</p> <p><i>“General Manager (Administration), National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi”</i></p> <p>A drop box is kept at 9th floor reception for bid submission. Bidders are requested to submit their bids on or before the last date of submission in the drop box.</p>
10.	Currency	The bidder to state all costs in Indian Rupees only (₹).
11.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered
12.	Earnest Money Deposit	The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) as per the details specified in section 5.4 of this RFP.
13.	Date, Time and venue for opening of pre-qualification bids of all bidders	<p>2nd July 2019 at 05:00 PM</p> <p>Venue for bid opening-</p> <p>National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi”</p>
14.	Tentative date, time and venue for opening of technical bids (only of the bidders who have qualified in the pre-qualification stage)	<p>Date- To be announced later.</p> <p>Venue-</p> <p>National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001”</p>
15.	Date, Time and Venue for Technical presentation (only of the bidders who have qualified in the pre-qualification stage)	<p>Date- To be announced later.</p> <p>Venue-</p> <p>National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi 110001”</p>

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S. No.	Reference	Description
16.	Tentative date, time and venue for opening of commercial bids of all bidders (only of the bidders who have qualified in the technical evaluation stage)	Date- To be announced later. Venue- National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi”
17.	Date, Time of announcement of the selected bidder.	To be announced later

Table 1: Fact sheet and RFP Schedule

3. About Us

3.1. Background

Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (AB PMJAY) is an attempt to move from sectoral, segmented and fragmented approach of service delivery through various National and State/UT schemes to a bigger, more comprehensive and better converged need-based service delivery of secondary and tertiary care. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PMJAY) seeks to accelerate India's progress towards achievement of Universal Health Coverage (UHC) and Sustainable Development Goal - 3 (SDG3). It has the potential to transform the healthcare landscape of India. It will not only increase the efficiency and reach, but will also provide financial health protection for most of the hospitalisation cost thereby reducing out of pocket expenditure on health significantly but also help reduce Out of Pocket Expenditure (OOPE) for hospitalizations. It will help mitigate the financial risk arising out of catastrophic health episodes.

3.2. AB-PMJAY – Key Features

1. Targeting over 10 crore poor and vulnerable beneficiary families. For identification of beneficiaries, AB PMJAY will use deprivation and automatic inclusion criteria for rural areas and defined occupational categories for urban from Socio-Economic Caste Census 2011 (SECC). All beneficiaries covered under Rashtriya Swasthya Bima Yojana (RSBY) but not included in eligible SECC beneficiary list will be automatically included.
2. Eligible families entitled for cashless treatment benefits up to ₹5 lakh per family per year (on a family floater basis), for secondary and tertiary care hospitalization. They can avail of these benefits at any (public or private) empaneled hospital across India (national portability).
3. No cap on Family Size to ensure all members of designated families specifically girl child and senior citizens get coverage. Suggested to preferably make woman as the head of a family.
4. Beneficiaries encouraged to bring Aadhar or any other recognized government photo identity for the purpose of identification. However, benefits will not be denied under the Scheme in absence of Aadhar.
5. Institutional Arrangement:
 - a) At Centre, a dedicated National Health Authority (NHA), headed by a full-time CEO, has been set up to facilitate implementation of AB PMJAY.
 - b) States/ UTs advised to implement through a dedicated entity, State Health Agency (SHA). They can either use an existing Trust/ Society/ Not for Profit Company/ State Nodal Agency (SNA) or set up a new entity to implement the scheme.

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6. Responsibility of implementing AB PMJAY shall lie with States. They can choose preferred mode of implementation which can be either through Insurance Companies, Trust or a mixed approach.
7. States can implement their own schemes in Alliance with AB PMJAY.
8. A robust, modular, scalable and interoperable IT platform connecting NHA with SHAs and beneficiaries to the designated private and public health providers is being developed.
9. Benefit package includes identified surgical, medical and day-care benefits of secondary and tertiary nature. Procedures also include lifesaving and emergency treatments that primarily account for catastrophic expenses for families.
10. Payment for treatment on package rate (defined by the Government in advance) basis. States will have the flexibility to modify these rates as per guidelines.
11. Public hospitals will get additional funds through claim payments from Insurance Companies/ Trust for treatment provided to beneficiaries. They can use this fund to strengthen their facilities and to provide incentives.
12. While ensuring user convenience, AB PMJAY would create robust safeguards to prevent misuse/ fraud/ abuse by providers and users.
13. A well-defined Complaint & Public Grievance Redressal Mechanism, actively utilizing electronic, mobile platform, internet as well as social media, will be put in place.
14. The ratio of contribution towards premium/cost between Centre and State will be 60:40 in all States except North Eastern States & 3 Himalayan States where the ratio is proposed to be 90:10. In the case of Union Territories, the Central contribution of premium is proposed to be 100% for UTs without legislature, while it is proposed to be 60:40 for those with legislature.
15. Transfer of grant-in-aid as premium to the Insurance Company / actual cost to the Trust and administrative funds to SHA to be made through dedicated escrow accounts.

3.3. Role of Government of India/NHA

Government of India, through NHA, shall provide assistance to States for the implementation of AB PMJAY in either Trust mode, Insurance mode, or a combination of the Trust or Insurance mode. In particular, the Government of India through NHA shall do the following:

1. Central share of grant-in-aid: Release of Central share of grant-in-aid either as premium contribution (decided by competitive bidding) for Insurance Company mode, to the dedicated escrow account, or as actual claim for Trust mode including administrative expenses in a timely manner. Amount of Central share shall be the lowest of premium or actual claim and national ceiling.
2. Fostering coordination for implementation of AB PMJAY in Alliance with State schemes: Fostering coordination with States for implementation of AB PMJAY in Alliance with State

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schemes which includes providing any support to SHAs as required. NHA will also coordinate with regulatory bodies including IRDAI and other initiatives/ agencies /authorities for sectoral reforms on behalf of the AB PMJAY.

3. Database of beneficiaries: Providing database of eligible beneficiary families (AB PMJAY database) to the States. In case State is covering a larger number of beneficiaries than AB PMJAY under their own Scheme, they can use their own database, subject to an assurance by the State that all AB PMJAY eligible families (as decided by their inclusion in SECC database) have been included in the State database.
4. Operational Guidelines and Model Tender Document (MTD) for selection of Insurance Company, Implementation Support Agency (ISA), and Third Party Administrators (TPAs): Provide AB PMJAY operational guidelines and MTD and any possible modifications to it from time to time to States, as guiding posts for implementation under the ambit of the policy and the technology while providing requisite flexibility / discretion to the States (as per due process) to optimally chalk out the activities related to implementation in light of the special conditions of their own State/ UT. NHA will exercise general scrutiny on the tendering process carried out by States/SHA.
5. National Portability: Laying down the process and terms for extending portability of benefits to all AB PMJAY beneficiaries at any empaneled health care providers (public and private) across India.
6. IT System and Technical Support: Provide a Central IT platform with functional modules for identification of eligible beneficiaries, transaction and claim management and provision of all services under AB PMJAY. This will include Grievance Redressal platform and national helpline.
7. Packages and criteria for empanelment of health care providers: Provide list of packages along with indicative rates for treatments under AB PMJAY. Criteria for empanelment of health care provider under AB PMJAY will also be provided. These can be adapted to State-specific situation as per defined process.
8. Awareness Generation: Enable beneficiaries (who are the primary audience of this Mission) to receive correct information about entitlements, scheme benefits, empanelment and other key details, by providing the States with standardized awareness generation materials for dissemination, which can be adapted to local languages. Amongst the secondary audience (media, general audience etc.), create positive news around AB PMJAY and position AB PMJAY as a game changer in achieving Universal Health Coverage. NHA will also develop communication and training material for other secondary audiences such as hospitals, Front Line Workers etc. to prepare them in implementing the scheme.

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9. Training and Capacity Building: Provide standard training manuals for stakeholders and support the States in organizing training of trainers and other capacity building activities in the State.
10. Review and monitor progress under AB PMJAY: Review the performance of the Scheme and monitor it on a regular basis and issue necessary directions from time to time.

3.4. Role of State Government/SHA

State Government shall set-up State Health Agency (SHA) as a dedicated entity, under the administrative control of State Department of Health and Family Welfare for implementation of AB PMJAY. Preparedness of the States is more important than any other factor for the success of AB PMJAY. In order to ensure the timely roll out of the scheme and effective implementation, States are expected to perform the following:

1. Provide necessary approvals: Approvals for implementation of AB PMJAY and budget commitment for State contribution for premium and for incurring the administrative costs will be needed. Approval for expansion of the Scheme /Alliance with existing State schemes, cost for which will be borne by the State, will also need to be taken.
2. Signing of Memorandum of Understanding (MoU) with NHA: State/SHA will sign a MoU to formalize the partnership with NHA for implementation of AB PMJAY.
3. Institutional structure at State (SHA) and at districts: Decision on setting up of a new State Health Agency or identification of an existing agency, managing their own health insurance/ protection schemes, for implementing AB PMJAY. Appropriate staffing of to carry out its functions effectively with respect to implementation. Similarly, setting up of District structures responsible for implementing the scheme and monitoring at the District level is very important for the success of the Scheme.
4. Data management: Availability of team at State/ SHA to manage the AB PMJAY data. If the State has decided to expand AB PMJAY to more categories of beneficiaries then mapping of AB PMJAY and State scheme beneficiaries will need to be carried out.
5. Decision on IT platform: State/SHA need to decide on the IT platform to be used for implementation of AB PMJAY, Central IT platform or their own IT platform (following data sharing guidelines). If using Central IT platform, decide on central hosting or State level hosting (in case additional features or functionalities are required).
6. Awareness generation of the scheme and informing target beneficiaries (who are the primary audience of this Mission) about their entitlements: The success of the scheme to a large extent will depend on informing the beneficiaries about their entitlements, how to access the services, and, channels for proving client feedback/grievance redressal. The awareness generation process, adopting various methods, will need to be a continuous activity to be carried out by the State. The States will also disseminate communication

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material to other secondary audiences such as hospitals, Front Line Workers etc. to prepare them in implementing the scheme. They will also liaise with the local media in disseminating the salient features of the scheme

7. Tendering process for selection of Insurance Company or Setting-up / Identification of a Trust: For Insurance mode, carry out tendering process (based on MTD shared by NHA) for selection of an Insurer and signing of contract upon selection. OR Setting up of SHA / Trust with requisite capacities for implementation of AB PMJAY in Trust mode.
8. Empanelment of Health Care Providers: The responsibility for empanelment of health care providers lies with the State Government/ SHA. The SHA may take support of Insurance Companies, if applicable and / or required. All public hospitals (CHC and above) will be deemed to be empaneled.
9. Timely release of funds (to Insurance Company or to Hospitals): For Insurance mode, release premium to insurance company, through dedicated escrow account, in a timely manner as per the defined guidelines. For Trust mode, timely claim payments to empaneled Health Care Providers to be paid as per the defined guidelines.
10. Monitoring: Monitoring the scheme effectively is the most important function of SHA and it shall set up a comprehensive monitoring system for AB PMJAY, which shall be integrated with IT system through data for fraud/ abuse prevention and control.

4. Scope of Work

The following is the envisaged scope of work under this RFP. It is clarified that the scope of work is not exhaustive but indicative in nature and not limited to the scope provided here and the agency shall undertake such other tasks, within the scope of the RFP, as may be necessary to implement the scope and the project efficiently and effectively in order to achieve the desired objectives.

4.1. Project Background

National Health Authority is an attached office to Ministry of Health and Family Welfare, established by Government of India for implementation of Pradhan Mantri Jan Arogya Yojana (PMJAY). Currently, National Health Authority (“NHA”) is administering day-to-day operations in various divisions such as Administration, Finance, IEC etc. Most of the operations are carried out manually which are often slower and may create exponential lag in working. Additionally, manual processes are more prone to errors, data inconsistencies and hazards. Due to this it may cause NHA to focus more time and resources.

Globally it has been observed that organizations today depend on information systems that help them carry out their operations efficiently and reliably and keep information updated and available. Some of the potential benefits of having an information system are cycle time reduction, faster information transactions, better financial and budget management etc. Therefore, a need has been felt for digital transformation of the processes in NHA through well integrated IT systems which is expected to minimize manual transactions, remove bottle-necks, provide ease in information sharing and implement a differentiated experience for NHA users. NHA envisages to implement an Integrated enterprise IT suite to enhance office productivity and streamlining internal processes associated with service delivery to end-users. It is expected that the platform shall provide firm foundation to horizontal and vertical structures, e.g. identity management of employees and offices, dynamic workflows & workflow libraries, other common components as per the requirement in an e-Governance environment and thus NHA desires to on-board an agency to design, develop, implement, operate and maintain an IT Enterprise Suite for National Health Authority. Overall objective of the project is to facilitate improved decision making and operational efficiency by automation of the common functions of NHA.

Thus, NHA decided to float this RFP to invite bids from suitable bidders in order to engage an agency to design, develop, implement, operate and maintain an IT enterprise suite.

4.1.1. Objectives

1. To develop a turnkey project which increase the efficiency and effectiveness of the day to day operations and trickle down the benefits of an efficient system to all the stakeholders.

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2. It is expected that the envisaged IT enterprise suite will help all the users of NHA in effective planning, coordination and execution of their day-to-day activities.
3. Application of state of art technology as a decision support system
4. Implement an ease-of-use architecture using intuitive user interfaces covering all the functions and roles that an official of NHA may need to perform.
5. To create HR related MIS which will maximize employee benefits
6. To effectively manage and control financial resources
7. To efficiently handle the communication across hierarchies and to integrate with internal systems such as bio-metric systems used by NHA.
8. To deploy, implement and facilitate a system of electronic record management and to facilitate online approvals, authentication of electronic records using electronic signatures
9. To provide the visibility of pending work at all levels and reduce processing delays
10. To monitor and review all activities related to NHA

4.1.2. Target group

Since the project shall cater to internal processes and procedures thus the intended users are all employees of National Health Authority (current employees plus any new joiners as a result of any structural changes). The solution should support at least 120 concurrent users however the volume may increase. The solution should be scalable enough to include any number of users in future including the users from NHA's eco-system partners. The agency shall be required to finalize a detailed list of all user's with the NHA.

4.1.3. Key activities required

The following are the key activities required but not limited to the following-

1. End to end design, development, installation, operationalization, commissioning, management and maintenance of a web based enterprise IT system for NHA.
2. The successful bidder shall design, develop, supply, commission, configure, test, implement, manage and maintain the application online and generation of various analytical/BI reports for stake holders.
3. The following are the envisaged modules-
Broadly NHA envisages 5 different modules for the integrated internal IT RFP system–
 - a) Integrated Financial Management system (IFMS)- budgeting system
 - b) HRMS – payroll system, claims system
 - c) Project/Contract Management system and
 - d) Intelligent Intranet system
 - e) Inventory management system*additional modules may also be included during the contract period as per the needs of NHA.
4. Creation of multiple dashboards/smart visualization

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5. Operations and maintenance
6. Single sign on (SSO) features with role based access controls (RBAC).
7. It is preferred to have open source tools/ software's for the project.

4.2. Geographical Scope

1. The project location shall be-
National Health Authority
9th floor, Tower-1
Jeevan Bharati Building
Connaught Circus,
New Delhi
2. The development of the solution shall be done off site. However, for requirement gathering, testing, project discussions the resources shall have to come to NHA's office as per the timelines or as may be desired by NHA. During the phase 2 i.e. operations and maintenance phase the Project manager and support team shall be required to operate from on-site.
3. The basic essence of the contract shall be the strict adherence to the time schedule for the completion of the work as per RFP Conditions.

4.3. Timelines and Term of contract

1. The project will be for a duration of 3 (three) years, from the date of go-live, extendable to a further period of one year at one time at the discretion of NHA. The decision of contract extension shall be solely at the option and discretion of NHA and will be binding upon the agency.
2. Implementation of this project consists of a series of activities like requirement gathering, design and development of the new solution, acceptance testing/UAT, go-live, operations and maintenance of the solution etc. Overall the implementation of project is in two phases as Phase 1 (Development and Testing phase) and Phase 2 (Operations and maintenance phase). Go-live of the project is the milestone which moves the project from phase 1 to phase 2. In this context project implementation timelines have been formulated for effective implementation of the project which are detailed below-

#	From	To	Activity/Milestone
Phase 1: Development and Testing phase (pre go-live)			
1.	'T'	'T'	<ul style="list-style-type: none">On-boarding of the agency (from the effective date of contract)
2.	'T'	End of 'T + 2 months'	<ul style="list-style-type: none">Implementation of pilot phase
3.	'T'	End of 'T + 6 months'	<ul style="list-style-type: none">Requirement gathering (on-site)SRS and system design sign off

#	From	To	Activity/Milestone
			<ul style="list-style-type: none"> Design and development of the new solution (off-site) User acceptance testing
4.	End of T + 6 months		<ul style="list-style-type: none"> Go-Live of the project.
Phase 2: Operations and maintenance phase (post Go-Live)			
5.	Beginning of 'T + 7 months'	End of 'T + 42 months'	<ul style="list-style-type: none"> Operations and maintenance of new system for 3 (three) years
6.	Beginning of T + 40 month'	End of T + 42 months	<ul style="list-style-type: none"> Exit management period Transition/Handover (if required)
7.	End of T + 42 months		<ul style="list-style-type: none"> End of contract

Table 2: Project Timelines

* T + x – 'x' is in months

4.4. Solution Requirements

The solution shall be designed by the agency based on the requirements as detailed below and to accommodate any incremental changes subsequently as a result of any changes in the process/procedure or otherwise as a result of any changes in the rules or procedure due to decisions taken by the government of India which may affect the working of these modules. Requirements of each of the modules are detailed below-

The IT enterprise suite for NHA is an amalgamation of various enterprise processes in form of modules with native capability of process configuration and customization for tuning it to any enterprise. This system shall include the following-

1. Intelligent Intranet system,
2. HRMS,
3. Payroll system
4. Inventory Management system,
5. Integrated Financial and Budgeting system (It must include budgeting, accounting and statutory compliances)
6. Claims system
7. Project/Contract management system

Bidder has to ensure to comply with the following technical requirements, including but not limited to-

4.4.1. Workflow and business rule engine

Workflow Management system will enable to define different workflows for different jobs or processes. At each stage of workflow, one specific user or group will be responsible for a specific task. Once the task is complete, the workflow management system will ensure that the individuals or group responsible for next task will be notified and receive the data they need to execute their stage of the process.

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A Business rule is a statement that defines or constrains some aspect of the business, and always resolves to either true or false. Business rules are intended to assert business structure or to control or influence the behavior of the business. Business rules describe the operations, definitions and constraints that apply to NHA. Business rules can apply to people, processes, NHA behavior and computing systems in NHA, and are put in place to help the organization achieve its goals.

The System will be a holistic management approach focused on aligning all aspects of NHA with the wants and needs of the users. It promotes business effectiveness and efficiency while striving for innovation, flexibility, and integration with technology.

The system shall have the capability to maintain the content about the program and services. It should also give information on how to use the system. Content shall be available in system based on access rights of stakeholders.

4.4.2. MIS, Reporting and Business Intelligence

The bidder shall design MIS, reporting and BI solution in line with proposed architecture and can be extended to meet business requirements.

4.4.3. User Access Management & Single Sign On

The bidder needs to integrate proposed solution with NHA's LDAP where centralized user management is maintained. The proposed solution with all modules shall able to access without entering the user-id / password again after once entered.

4.4.4. Interoperability of information

The bidders shall propose API based solution so that whenever required, solution should able to exchange data within NHA other application or can extend to ecosystem partner applications. Bidder must ensure that API to be available to ensure data exchange in real time basis.

4.4.5. Scalability

The NHA IT system must be horizontally and vertically scalable to handle the large volumes of transactions and users as and when required it can extend to ecosystem partners.

4.4.6. Integration with SMS gateway

The bidder needs to integrate with SMS services that can be used for OTP authentication and notifications. The Service Provider will integrate with SMS solution suggested or provided by NHA. It is a mandatory requirement that all the SMS based services (alerts and notifications) should be available as part of the solution.

4.4.7. Integration with Email gateway

The bidder needs to integrate with Email services that can be used for notifications and notices. It is a mandatory requirement for all Email based services to be available as part of the solution. The system should have the capability to integrate with multiple Email systems or federated email systems.

Note-

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1. The solution architecture (to be designed by the agency) should essentially be a multi-layered architecture built on the principles of services based architecture. Architecture is proposed to be highly decoupled, modular, scalable and an integrated solution.
2. Access to the system shall be web-based
3. The entire solution should have flexible and scalable architecture with well-defined presentation layer, business logic layer and centralized data source layer to support the efficient handling of data and business logic, and enable streamlined delivery.
4. Bidders are required to submit their proposed solution architecture, as deemed fit by them, in the technical bid.
5. The proposed solution should have capability to configure rules and workflows in the system as per NHA requirement and can be changed without impacting business continuity. Also to have capability to define automated approval process in proposed system.
6. The functionalities and features of the solution should be granular and modular enough for the administrators to enable or disable any particular functionality, at any given time, as per the requirement, without the need for a developer / code level change / custom UI change
7. Solution shall have a responsive design such that the portal UI can be rendered on desktops and laptops without requiring a code change.
8. The agency shall provision for five environments –
 - a) Development environment,
 - b) Testing/UAT environment,
 - c) Pre-Production environment
 - d) Production environment
 - e) Training Environment
 - f) Bidder will deploy application and provide support to manage application in DR environment also, based on mutually agreed SLAs.
9. The agency should use a software configuration management system to systematically manage, organize and control changes in the documents, codes, and other entities during the development. Also, provide necessary access to NHA.

The following are the requirements for each module-

4.4.8. Intelligent Intranet system

It shall provide for regular updates to employees about happenings across the organization. It enables content contribution from the users with defined workflow and enable increased people collaboration. The system will have following features:

- a) Organizational Announcements

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- b) Incident reporting system
- c) Corporate Updates
- d) Activity Stream
- e) Integrated Knowledge Repository
- f) Communities of Practices/ Innovation/ Interest
- g) Lessons Learned
- h) Wikis
- i) Employee requisition request for various items (stationary, facility items etc.)
- j) Employee feedback/ grievances
- k) Blogs
- l) Forums
- m) Instant Messaging
- n) Ideation
- o) To enhance knowledge contribution and collaboration

4.4.9. HRMS system

It shall be used to operate new employee on boarding, deputation and separation processes.

- a) New Joining and Service Book / recruitment
- b) Transfer
- c) Deputation
- d) Separation
- e) Promotion
- f) Employee feedback/ grievances and escalations
- g) Leave Management
- h) disciplinary issues
- i) Pay and allowances
- j) IPR
- k) Official tour
- l) Monthly Diary
- m) Dispatch

4.4.10. Payroll system

It will be designed and developed based on seventh CPC (central pay commission) and applicable from 1st January 2016 with variable Dearness Allowance. The module developed should be flexible to incorporate any changes introduced by the government of India or as a result of subsequent pay commissions. The system should have feature to fix pay from 6th CPC to 7th CPC.

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- a) Pay Bill Register (PBR) Administration, PBR Wise Employee Allocation, Monthly Pay Bill
- b) Arrear on Enhanced Pay
- c) DA Arrear
- d) Pay Update on Promotion
- e) Annual Increment
- f) Form 16 Generation
- g) GPF / CGEIS / CGHS deduction for govt. employees
- h) TDS / GST deduction : annual tax calendar
- i) Linking payroll system with biometric devices
- j) Link to budget
- k) Link to bank for direct deposit
- l) Provision for payroll info online to all personnel
- m) Reports

4.4.11. Inventory management system

It shall deal with item requisition, proposal, tender, bid and allotment, purchase order and item receiving. This system shall facilitate users to raise item requests which follow certain approval process and ends with issuance. If item is not available in inventory then it goes for indent followed by proposal, tender and bid processes.

- a) Requisition for goods and services
- b) Issue of Material
- c) Purchase Proposal for Goods and Services
- d) Procurement Indent
- e) Tender and Bid
- f) Performance Security
- g) Purchase Order
- h) Receiving of Material
- i) GRN (goods received note) management
- j) Barcoding tool for identify
- k) Fixed assets register to Classify assets (as per value and age of asset)
- l) Depreciation scheduling
- m) Contract Setup
- n) Asset Disposal
- o) Inventory Adjustment/Inventory transfer
- p) Stock Verification

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4.4.12. Budgeting system

This shall be designed as the core feature of financial module. Budget can be projected based on budget heads/ Cost Heads. Against the projected budget, government assign fund to the organization where expenditure can be booked. System should be capable to generate expenditure report on different criteria. The envisaged features of budgeting system are-

- a) Budget Estimation/Re-Estimation and Approval
- b) Budgetary checks
- c) Chart of Account: mapping of all entities (as per government of India standards- GASAB- Government accounting standards advisory board)
- d) Budget Estimate/Revised Estimate/Final Estimate preparation
- e) Fund Allocation
- f) Revenue
- g) Loans
- h) Fund Re-Appropriation
- i) Fund Withdrawal
- j) Investment of surplus
- k) accounting of interest earned on investment of surplus
- l) Inter-unit transfers (payments and goods)
- m) Contra entries for transfers within NHA from 1 account to another
- n) Bank reconciliation
- o) Monitoring of advances
- p) Cheque generation
- q) Imprest Cash Processing
- r) Grant management: inflow & outflow
- s) Payment Processing
- t) Banking transactions
- u) Tax management
- v) Fixed assets (link to Inventory management)
- w) Additional Fund Request and Approval
- x) Reports: monthly , quarterly annual expenditure report
- y) Financial statements : output
- z) Dashboard to indicate flow of funds
- aa) Monitoring of grants (integration with States via TMS)

4.4.13. Claims system

This system shall be used to centrally manage all the claims being generated in the system. It covers all the probable claims that are available in the organizations. Claim process typically

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follows – receipt of claim- processing of claim and payments/settlement of claim. The list of features is as follows:

- a) Children Education Allowance Approval
- b) Computer Advance Approval
- c) Computer Bill Submission
- d) Computer Advance Cancellation
- e) Contingent Advance Approval
- f) Contingent Adjustment
- g) GPF Advance/ Part Final Withdrawal Approval
- h) GPF Final withdrawal (Retirement) Approval
- i) GPF Final withdrawal (Retirement) Authority
- j) GPF Final withdrawal form C and DLI Approval
- k) GPF Final withdrawal form C and DLI Authority
- l) HBA Permission
- m) HBA Advance
- n) Hindi Incentive
- o) Honorarium Bills Approval
- p) Station Leaving Permission Approval
- q) Leave Management
- r) LTC Intimation Approval
- s) LTC Advance and 10 Days Leave Encashment Approval
- t) LTC Adjustment Approval
- u) Medical Permission Approval
- v) Medical Advance Approval
- w) Medical Bill Adjustment
- x) Medical Advance Cancellation
- y) Miscellaneous Claims Approval
- z) Newspaper Bills Approval
- aa) Overtime Allowance Approval
- bb) Permanent Imprest/ Advance Request Approval
- cc) Permanent Advance Adjustment
- dd) Telephone Bills Claims Approval
- ee) Tour Proposal Approval
- ff) Tour Advance Approval
- gg) Tour Bill Adjustment Approval
- hh) Tour Approval Revision Application
- ii) Tour Proposal Cancellation

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- jj) Tour Bill Cancellation
- kk) T.A. on Transfer Advance Approval
- ll) T.A. on Transfer Adjustment Approval
- mm) T.A. on Retirement Advance Approval
- nn) T.A. on Retirement Adjustment Approval
- oo) CGHS Card Update Process

4.4.14. Contract/Project Management system

NHA has engaged several vendors/agencies for execution of works/goods/services under different contracts and envisages to have an in-house contract/project management system (In line with GFR 2017) with the following requirements-

NHA is looking for a system that includes a flexible project management environment that allows for processes to be managed based on defined business rules and technical specifications. This environment should allow for user collaboration including workflows for review and approvals. Specific system features related to project management are-

- a) Project initiation – creation, budget checks and approvals, system should allow user to initiate the contract, check for available budget and seek management approvals to execute contracts and provide required information for cross reference and validation
- b) Contract Management- Specific system features related to contract management are-
 - i. Should allow for the tracking of contracts against organizational budgets and management approvals.
 - ii. A flexible authoring environment that is seamlessly integrated with the contract repository, accelerates the contract creation process, enhances the control over its progress, and improves collaboration between stakeholders.
 - iii. Revision tracking and versioning
 - iv. Shall support automatic contract routing to relevant parties for review, approval and execution
 - v. Ability to compare contract iterations side by side
 - vi. Contract performance evaluation- should allow a system to manage and track project specific SLAs
 - vii. Contract accounting and vendor payments calculation
 - viii. Access to the full complete revision history
 - ix. Contract renewal and termination
 - x. Audit/reporting
 - xi. Litigation tracking pertaining to contracts of NHA
 - xii. Library of preapproved contract templates, clauses, and terms
 - xiii. Recording any amendments to the contract

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- c) It is envisaged to have a 'service level manager tool' in place, which is to be developed during the operations and management phase, for capturing data required to measure service levels. Following features are envisaged but not limited to the following. This will be discussed and finalized during requirement gathering phase of this module -
- i. It should automatically generate real time alerts and escalations (through e-mails) for every violation of Service Level
 - ii. The system should support the Service levels life cycle since the tool shall be used for all contracts where various vendors are engaged by NHA
 - iii. The system should be able to apply various payment models adopted under different contracts
 - iv. The proposed system should have the functionality to generate reports/dashboards for self-monitoring of the service levels. It should enable defined reports and customized reports (e.g. "My Reports").

4.4.15. Smart Visualization

1. The agency should be able to provide for dashboard based system monitoring and the same be published on local intranet. Post login the user should be provided with a smart visualization dashboard reflecting all activities
2. The agency shall design, develop and implement multiple dashboards (based on smart visualization concepts) of all functionalities. The agency to get the design of such dashboards approved from NHA before finalizing.
3. To ensure real time updation of data in system and displaying a real time information on the dashboard

4.5. Phase 1: Development and Testing

1. Immediately after on-boarding, the agency shall initiate development of the solution. The agency shall adhere to the timelines provided in section 4 of this RFP.
2. The agency shall be required to develop the solution at an offshore facility belonging to agency (should be a registered office of the agency).
3. Agency must ensure data security, confidentiality, physical access controls and other security related provisions to be implemented in this facility (off-shore) in-line with NHA.
4. Post development the agency shall deploy all data and all solution components at the NHA.
5. For removal of all doubts, it is clarified that each scope element has to be developed in-line with state of the art functionalities keeping in view the best industry practices, with an approach to constantly change, improve and evolve with industry trends.
6. To this extent, the details will be refined and finalized with the successful bidder.

4.5.1. IT Infrastructure Assessment

1. Since a cloud based infrastructure shall be provided by NHA for solution deployment the agency shall carry out a detailed assessment of the IT Infrastructure requirements (VM's

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only) for the project in order to meet the scope of work and meet the service levels under this project and shall provide a detailed infrastructure sizing (VMs & DBs) at the time of on-boarding. It is also clarified that all proprietary software licenses cost shall be borne by the agency and NHA shall provide only cloud based infrastructure.

2. All software procured by the agency will be in the name of NHA

4.5.2. Implementation of Pilot phase

1. The bidder, in its technical bid, is required to provide the following details regarding the proposed solution offering-

Module	% of solution currently available (A)	% of solution needs to be built-in or customized (B = 1- A)	Timeline for custom develop i.e. for 'B' (in months)
Intelligent Intranet system			
HRMS			
Payroll			
Inventory Management system			
Budgeting system			
Claims system			
Project/Contract management system			

Table 3: Pilot phase implementation

Definitions-

- a) **'A' % of solution currently available** – It shall mean the %age of solution (for each module) which meets the solution requirements and is available for Go-live i.e. needs no customization and is ready to use at the very start of on-boarding of the agency. In case 0% is proposed for all modules then it shall mean that all modules needs to built in afresh.
 - b) **'B' % solution which needs to be built-in or customized-** It shall mean the part of the solution (for each module) which is not available (at on-boarding of the agency) in the proposed solution and is required to be built-in/developed afresh.
2. The pilot phase shall govern the implementation of the available functionalities in the proposed product by the bidder.
 3. The available solution i.e. 'A' shall be implemented as Pilot in the project within two months of on-boarding the agency. The implementation criteria shall be the same as is defined for Go-live in section 4.6 of the RFP.
 4. Payments for pilot phase shall be made separately as defined in section 9 of this RFP and shall be calculated as under–

“Average % age of solution readiness of all modules (proposed by the bidder in tech evaluation bid) x component A of the commercial bid”

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Illustration- If the following solution readiness is proposed by the bidder in technical bid-

Module	% of solution currently available (A)
<i>Intelligent Intranet system</i>	5%
<i>HRMS</i>	0%
<i>Payroll</i>	5%
<i>Inventory Management system</i>	10%
<i>Budgeting system</i>	5%
<i>Claims system</i>	5%
<i>Project/Contract management system</i>	5%
Average %	<i>Average of (5%,0%,5%,10%,5%,3%,5%) = 5%</i>

Table 4: Pilot phase payment model

Then payments shall be done as = 5% x component A of the commercial bid i.e. Average % age multiply with component A of the commercial bid

4.5.3. Systems Requirement Study and Solution Design

1. The agency shall perform the detailed assessment of the scope of work and requirements stipulated therein in this RFP.
2. The agency shall prepare the System/software Requirement Specifications (SRS) document based on the scope of work defined in the RFP, its own individual assessment, and in consultation with NHA and its officials.
3. A formal sign-off would need to be obtained from the NHA on the SRS documents before proceeding to the next step.

4.5.4. Software Design

1. The agency shall design the solution architecture and specifications for meeting the system requirement specifications finalized by the agency and approved by NHA.
2. The solution design shall include, but not be limited to, the design of the -
 - a) Enterprise architecture
 - b) Application architecture,
 - c) User interface (web portals)
 - d) Database structures,
 - e) Security architecture,
 - f) Integration architectures,
3. The principles of enterprise architecture (EA) shall be in-line with TOGAF/other leading EA methodology and shall be followed by the agency while designing the solution.
4. The agency shall submit the solution design document to NHA and obtain the sign off on the design document before commencing the development /customization/installation of the solution.

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4.5.5. Product deployment and OEM support

1. Agency shall assess the sizing requirements for various products/ tools/ software's required to fulfil the requirements of the solution and scope of work.
2. Agency shall also ensure requisite support from the OEM (if applicable) for various aspects of project including but not limited to configuration, customization, sizing, performance tuning and implementation support.
3. The agency shall also provide for a detailed project map and Manufacturer authorization form (MAF) from respective OEM
4. None of the products/solutions should be end of life/end of shelf during the entire course of the project and 6 months after that.
5. Agency shall assess the requirement of professional services from OEMs for all components of the solution, and shall provision for requisite support from OEMs.

4.5.6. Solution development

1. The agency shall perform the software development based on the solution requirements, system requirement specifications (SRS) and designs finalized for the services. A standard methodology shall be adopted for the Software Engineering, covering the entire SDLC (Software Development Life Cycle).
2. It shall be responsible for enabling all the solution requirements as have been envisaged under this RFP.
3. It shall also implement integrations of the systems with various other systems such as biometric attendance system (currently operational at NHA).

4.5.7. Software and user acceptance testing

1. The agency shall assist NHA & its designated authority in successful completion of User Acceptance Testing (UAT) of the developed modules & features of Enterprise IT system on the completion of the development work for each phase.
2. NHA may appoint Third Party Agency (TPA) at its own cost to conduct the technical reviews and audits of development work performed by the agency.
3. NHA & its designated authority/ TPA (if any) shall conduct functional, security & performance testing of the Enterprise IT systems developed by the agency. NHA would be free to conduct such testing's at any stage in addition to testing being done by the agency.
4. The agency shall obtain sign-off from the NHA on the UAT after successful implementation of all the changes/ recommendations received from NHA & its designated authority/ TPA (if any).
5. The agency shall design the testing strategy including traceability matrix, test cases and conduct testing of various components of the solution developed/customized/ configured.
6. The testing shall include joint testing and integration testing with all partner systems.

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7. The enterprise IT system will have to undergo a comprehensive testing that shall include Unit Testing, System Testing, Integration Testing, Performance Testing, and Load and Stress testing etc. before Go-Live.
8. The agency shall obtain the sign-off from NHA on testing approach and plan. The agency shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing. The overall responsibility of testing the system lies with the agency.

4.5.8. Project Documentation

1. The agency shall prepare/update the documents including that of functional requirements specifications, systems requirement specification, detailed design, test cases and results, user manuals, operations and maintenance manual, administrator manual, security policy etc. as per acceptable standards of CMM level 3.
2. The agency shall obtain the sign-off from NHA for all the documents submitted for this project and shall make necessary changes as recommended by NHA before submitting the final version of the documents.
3. The agency will maintain these documents duly organized, with versions control.
4. The agency shall update these documents from time-to-time as and when system changes are applied to keep them updated. It shall submit the revised version after every 6 months with all changes applied.

4.5.9. Ownership and Licenses

1. The ownership of all software developed/ customized/ configured/ procured for this project would lie with the NHA.
2. Since this is a turnkey project the agency shall provision for license till perpetuity
3. The ownership of any hardware and any other equipment purchased for the purpose of the project would lie with the NHA.
4. All licenses related to these would be in the name of NHA.

4.5.10. Reporting

During the project development the agency shall report to NHA, on following items:

1. Results accomplished during the period (weekly).
2. Cumulative deviations to date from the schedule as specified in the finalized project plan.
3. Corrective actions to be taken to return to planned schedule of progress.
4. Proposed revision to planned schedule provided such revision is necessitated by reasons beyond the control of agency and duly approved by NHA.
5. Other issues and outstanding problems, and actions proposed to be taken.
6. Conduct fortnightly meetings and record and submit the minutes to NHA of such meetings
7. The agency shall develop and use standard templates for reporting purposes.

4.6. Acceptance and Go-Live

The following are the terms and conditions for acceptance and Go-live-

1. Go-Live shall mean full commissioning of all the modules (under conditions specified in next clause) for the enterprise IT system for NHA. It is clarified that go-live shall be an event when all the modules, as envisaged under this RFP, are made go-live i.e. when the last module is go-live.
2. The following shall be the go-live conditions or acceptance conditions which the agency shall have to meet in order to achieve Go-live stage-
 - a) Enterprise IT system shall be deemed commissioned or will be go-live only after the UAT sign-off for all modules by the NHA; AND
 - b) Effective trainings/capacity building of end users so that once the system is go-live the end users are fully capable to use the system on their own. The agency shall provide a mandatory training of 24 hours/3 days to each end user and if 10% of users reports to NHA that the training provided to them was unsatisfactory or less than satisfactory, then the agency would re-conduct the same training at no extra cost and go-live will be delayed accordingly; AND
 - c) The solution should be certified by STQC or CERT-IN empaneled agency (cost shall be borne by the agency); AND
 - d) GIGW compliance for the project.
3. The agency shall provide below mentioned documents for all modules & features covered in of application development.
 - a) Installation Manuals
 - b) User Manuals (Role wise)
 - c) Access Control Policy
4. After the Go-live of the solution, the agency will start providing Operations and Maintenance services as per the service levels.
5. NHA will be responsible for providing the network connectivity to the agency for running the enterprise IT system applications.

4.7. Phase 2: Operations and maintenance

The Operation & Maintenance (O&M) phase shall begin after go-live. The agency shall provide services for enterprise IT system developed, starting from the Go-live date for a period of 3 years. The agency shall be required to provide operations and maintenance services including, but not limited to the following-

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4.7.1. Manpower support

1. The selected Bidder shall deploy a team of resources for operations and maintenance (as per section 4 of the RFP) from the start of O&M period till the end of contract period/exit management phase.
2. The agency shall maintain an attendance register for the resources deployed or shall comply with the bio metric attendance at NHA (if desired by NHA).
3. It shall be the responsibility of the agency to scale up the Operations & Maintenance (O&M) team as and when required to confirm smooth project execution throughout the duration (at no extra cost to NHA).

4.7.2. Development and Enhancement

The agency shall be responsible for doing any kind of new development including-

1. Addition of new functionalities/ features/ modules envisaged by the NHA. New modules shall mean new modules for managing internal processes and operations at NHA apart from the one's specified in section 4.4 of this RFP.
2. Third-party Application integration. APIs based Integration with any internal or external system (if so required by NHA) shall be done by the agency.
3. Modification/ up-gradation/ enhancement in the Process or functionality or to upgrade the application performance.
4. Update Web-portal & Application: design & content, layout, color schema, input forms, etc.
5. Business Intelligence Analytics & MIS Reports as per format defined by NHA
6. The agency shall be responsible for the overall administration, day to day operations, monitoring, maintenance, MIS generation, backup, recovery, etc. of the deployed enterprise IT systems and ensure the desired uptime. The operation and maintenance shall include (but not limited to):
 - a) Modification in Frontend Application & User Interface
 - b) Changes in Business Process and Business Rules
 - c) Updating Database related queries
 - d) Customization of the report format
 - e) Rectification Defect/ Bug Fixing reported by NHA
 - f) Implementing the new functionality which got highlighted either as learning from a bug or while examine particular Scenario (if required)
 - g) Integration with other applications (if required)
 - h) Content management (content collection, translation, conversion, upload)
 - i) Maintain version control and archives of source code, SRS & associated technical docs and database
 - j) Implementation support/ assistant (as and when needed for deploy and configure the application at other locations):

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7. Offsite support for updating definitions/ patches/ updates/ service packs management of software (newly developed application, COTS Solutions, Any third party tools/ middle ware Software) on end-user access device platform & ensure the timely readiness on following aspect:
 - a) Online Help with a provision to download definitions/ patches/ updates/ service packs & user guide for their installation as per different types of end-user access device platform.
 - b) Providing Help desk support with Escalation matrix for registration of complaints & resolution.

4.7.3. Performance testing

The agency shall carry out the performance testing activity (load/ stress/ volume testing) on yearly basis to ensure that the application meets the required speed, scalability and stability requirements under the expected workloads and provide its recommendations for improvement (if any).

4.7.4. Capacity Building

1. Agency shall be required to provide training to the end users associated with the usage of enterprise IT system project, to enable them to effectively operate and perform the relevant functions. Agency shall carry out a comprehensive training needs analysis and design the training program accordingly.
2. The agency shall ensure a proper hands-on training/capacity building to end-users (approx. 120 users) designated by NHA so as to make them well conversant with all the functionalities, features and processes built in the enterprise IT system. It is mandatory for the agency to provide **a minimum of 40 hours of training to each of the end user** i.e. NHA officials during a calendar year.
3. If 10% of users reports to NHA that the training provided to them was unsatisfactory or less than satisfactory, then the agency would re-conduct the same training at no extra cost.
4. Location of the training shall be NHA Office.
5. Agency shall design a calendar of training activities in consultation with NHA. The calendar designed shall identify the type of training, topics to be covered and the details on trainee, trainer and the venue.
6. Agency shall create necessary performance support material such as user manual, job aids, online reference manual, frequently asked questions, training documentation etc.

4.7.5. Incident management and help desk

A helpdesk management tool shall be provided by NHA wherein end-users are allowed to create a ticket for any problem faced by him and same should be closed by the agency's team after the resolution of the problem (As per the service levels provided in section 9).

4.7.6. Compliance to service levels

Agency shall ensure compliance to service levels as defined in section 9 of this RFP and any upgrades/major changes to the software shall be accordingly planned by agency for ensuring the service levels requirements.

4.7.7. Exit and transition management

The responsibilities of the agency pertaining to exit management after the end of the contract are as follows:-

1. The agency shall submit its structured and detailed transition and exit management plan and submit the same to NHA for approval and sign-off
2. All risk during transition stage shall be properly documented by the agency and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption.
3. Replacement of key resources during exit management shall be subject to NHA approval.
4. Service level ownership, during exit, shall belong to the NHA. The agency is required to deliver the operations and maintenance activities during this phase and payments to the vendor shall be applicable as per RFP
5. The agency shall ensure that a proper and satisfactory handover is made to the other agency (in case transition is there). This shall include transfer of all assets (Hardware, Software and all the documents) in working conditions after inspection and approval of NHA.
6. The agency shall ensure business continuity i.e. business as usual of the project during exit management. The agency shall be in complete ownership of all scope related items.
7. The agency shall be released from the project once successful transition is completed by meeting the parameters defined for successful transition

4.8. Adherence to standards

The agency for the solution development and its operations and maintenance shall also adhere to the relevant guidelines and standards issued by CERT-IN, MeitY and Government of India including the following –

1. Information Technology Act 2000 (revised 2008)
(<http://www.meity.gov.in/content/information-technology-act>)
2. CERT-In security guidelines for Indian Government websites (<http://www.cert-in.org.in/>)
3. E-SAFE Guidelines for Information Security (<http://egovstandards.gov.in/>)
4. e-Governance Standards for Preservation Information Documentation of e-Records
(<http://egovstandards.gov.in/>)
5. e-Governance standards on Biometric standards (<http://egovstandards.gov.in/>)
6. Guidelines for Indian Government Websites (<http://egovstandards.gov.in/>)
7. Information security and data privacy policies of NHA (<https://www.pmjay.gov.in/>)

4.9. Deployment of Manpower

1. Agency to propose resources to be deployed on the project for both phases along with the CV format as prescribed in annexure-3 at the time of on-boarding. Once the resources are approved by NHA then only the same shall be deployed on the project.
2. All resources deployed by the agency should be working with the agency and not a fresh hire i.e. hired in the last 2 months from the effective date of contract.
3. Different profiles needs to be proposed against different roles.
4. All resources proposed by the bidder must be deployed on the project.
5. NHA does not encourage replacement of resources unless it has been explicitly asked for by NHA. If however, due to some pressing needs, the agency proposes a replacement of resource, the 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.
6. NHA shall reserve the right to interview resources proposed by the Bidder.
7. The resources proposed shall necessarily be Indian citizens.
8. The agency shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
9. Bidders should note that, during any subsequent stages of this procurement, NHA may ask for background check and/or security verification (Police verification) of resources proposed by the Bidder and Bidders needs to comply with the same. This is necessary considering the criticality of the Project.
10. The agency shall deploy team consisting of minimum of following members for the project within fifteen (15) days of date of Signing of Agreement / receiving of LOI. Failure to deploy the resources shall invite penalty of 1% (of Total contract value) for each week of delay
11. The following specify only the **minimum number of resources**, however, the bidder may propose more resources-
 - a) **Phase 1 (Development and Testing)** - The agency is required to deploy resources for the project for the development and testing of the solution i.e. the agency needs to provision for 'Development team' in phase 1 as detailed below-

S. No.	Profile	Responsibility	No. of resources
1	Project Manager - Solution development	Overall responsible for solution development	1
2	Database Architect	Responsible for designing, creating, deploying and managing the data architecture.	1
3	Functional lead – Business Analysts	Responsible for business processes and all the functionalities	2

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S. No.	Profile	Responsibility	No. of resources
4	Application Architect	Responsible for behavior of all the applications of the system, their integrations with the various components, mapping of applications to the business functions	1
5	Security Specialist	He shall be responsible for ensuring IT security for the project	1
Total			6

Table 5: Manpower requirements (phase 1)

- b) **Phase 2 (Operations and Maintenance)** - During phase 2 the agency shall provision for two different teams i.e. 1. Operations and maintenance team (for operations and maintenance services) and second is the Development and enhancement team (for new enhancements and new developments) as detailed below-

S. No.	Profile	Responsibility	No. of resources
Operations and maintenance team			
1.	Operations manager - Operations & Maintenance*	Responsible for Operations and maintenance of the project post go-live	1
2.	Support Team*	Responsible for support to end users	2
3.	Functional lead – Business Analysts	For new enhancements and developments in O & M stage	1
4.	Application Architect	For new enhancements and developments in O & M stage	1
5.	Security Specialist	He shall be responsible for ensuring IT security for the project	1
Development and enhancement team			
6.	Application Developer	Responsible for developing new application and do enhancement in system as per business requirements. These developers will work closely with operation and support team to ensure business continuity and use design principles followed and defined for Enterprise applications. For doing any solutioning & management, operation & support team will be responsible	4
Total			10

Table 6: Manpower requirements (phase 2)

*** Shall be deployed on-site**

4.10. Security of information and data

The information and data at NHA are sensitive and confidential in nature not only for the government but also for the citizens. Any compromise of such information can have serious implications. It is therefore imperative to ensure confidentiality and integrity of data and transactions at various stages. The agency will be required to comply with the latest version of the NHA’s information security and policy manual (refer section 4.8), or prevalent best practices in information systems which will govern the security of information assets and operations at NHA during the entire duration of the contract (including extensions, if any). The agency shall also comply to detailed IT security requirements mentioned at annexure VI of this RFP.

4.11. Key Deliverables

The agency shall submit the following deliverables to NHA as part of an assurance to fulfil the obligations under the contract of this RFP. The table given below may not be exhaustive and agency is responsible to provide all those deliverables which may be specified in this RFP but not listed here and those agreed by agency in response to any request from NHA.

Note-

1. All project deliverables will be subject to a review and approval process and will be signed off by the NHA.
2. Peer reviews will be held for business design and technical design documents, and code-walkthroughs

4.11.1. Phase 1: Development and testing phase

Sl. No.	Deliverable (Phase 1)	Delivery time frame
1.	Performance Bank guarantee	As defined in section 8 of the RFP
2.	Detailed Project Plan including risk management plan, IT security plan and resource deployment plan for development phase and operations and maintenance phase.	At on-boarding (T)
3.	IT hardware assessment	At on-boarding (T)
4.	Project status reporting, communication framework, periodic status reports etc.	As defined in section 4 of RFP.
5.	a) Functional requirement specification b) System Requirement Specifications (SRS) Document	T + 2 months
6.	Technical / System Design Document including but not limited to a) Logical design	From ‘T’ to (before) go-live

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Sl. No.	Deliverable (Phase 1)	Delivery time frame
	b) Security Features c) Performance Features d) Interface / Control Design Features e) Traceability Matrix f) Document on Testing Approach, along with the test cases and test results g) Type of Inputs (functional / performance / stress / Acceptance / structural) also including Test Coverage / boundary conditions h) Test Assumptions i) Exact test stimuli as applicable j) Response Time / Execution Time / Throughput	
7.	Penetration testing	Yearly basis

Table 7: Deliverables (phase 1)

4.11.2. Phase 2: Operations and maintenance phase

The agency shall have to submit certain key deliverables during Operations and Maintenance Period which are mentioned hereunder. Additionally the agency may also be required to submit detailed information and data pertaining to these reports. It is also clarified that based on the needs of the project new reports may also be assigned to the agency by the purchaser.

S. No.	Reports/deliverables	Frequency	Delivery time frame
1.	Attendance report of all resources deployed on-site	Quarterly	Within 2 days after end of every quarter
2.	Development/ Enhancement/ up-gradation/ modification reports along with updated design documents & user manuals	Monthly	Within 2 days after end of every month
3.	Issue Tracker & Log reports of help desk, Call resolved, unresolved and escalated issues.	Monthly	Within 2 days after end of every month
4.	Service level compliance reports	Quarterly	Within 7 days after end of every quarter

Table 8: Deliverables (phase 2)

5. Instructions to Bidders

5.1. Objectives of this RFP

The National Health Authority (hereinafter to be referred as NHA), through this RFP, invites Proposals from reputed firms (hereafter referred as 'Bidders') for appointment of an agency who can meet the evaluation criteria specified in this RFP and deliver the scope. The project information and the broad scope of work is detailed below in Section 4 of this RFP.

5.2. 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.
6. This RFP document is non-transferable.
7. The RFP should not be used to market the bidder's product or services.

5.3. Availability of RFP Document

The Bid document can be downloaded for free from <https://pmjay.gov.in>. The RFP document is available for download on all days and 24 x 7 till the last date of submission of bids.

5.4. Bid Security/EMD

1. The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) for an amount of ₹ 20,00,000 (Rupees twenty lakhs) as bid security fee in the form of a bank guarantee issued by any nationalized or scheduled commercial bank (of India) in the format provided in Annexure II, section 11.2. The bidders may also submit bank guarantee in the form of account payee demand draft also.
2. The bid security/ EMD shall be submitted in a separately sealed envelope. Bids submitted without the EMD, or without adequate EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
3. EMD in any other form will not be accepted.

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4. 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.
5. 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 (9) below.
6. EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
7. 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) by the successful Bidder.
8. 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.
9. 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.
10. 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 period 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.

5.5. Bid Preparation Costs

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NHA to facilitate the evaluation process.

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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.

5.6. Consortium/Sub-Contracting

Bidding as a consortium under this RFP is not allowed for implementation of any component under the scope of this project. The agency shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of the NHA.

5.7. Debarment from Bidding

1. A bidder shall be debarred if he has 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 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in this bidding process for a period not exceeding three years commencing from the date of debarment.

5.8. Authorized Signatory and Authentication of Bids

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder **shall submit a power of attorney** authorizing the person to be authorized signatory or board resolution or letter of authorization.

5.9. Language

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

5.10. 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

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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.

5.11. 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 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 physically, 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. The 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 or by intimating all bidders, in writing or through e-mail, in which 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.

5.12. Proposal Submission Format

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 6.4 for the format for Proposal Submission.

5.13. Amendment of the RFP

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 the website. Such

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amendments shall be binding on the Bidders. In case of such modifications, the bidders who have submitted their responses, prior to such amendments, to the original invitation shall be provided with an opportunity to modify or re-submit or withdraw their bids. Bidders are requested to regularly visit the website and check for themselves regarding any addendum/corrigendum issued to the RFP. NHA shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the website for RFP related updates/information.

5.14. Bid Validity

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. The validity of the EMDs as requested in Section 5.4 should also be suitably extended if called upon to do so by NHA.

5.15. Right to the Content of Proposal

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. 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. 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.

5.16. 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 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;
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;

5.17. Confidentiality

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

5.18. 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

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- 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.

5.19. 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.

5.20. 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.

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2. NHA requires that the agency 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 agency 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 through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - d) There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the agency will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - e) 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

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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.

6. Bid Process

6.1. Pre-Bid Queries

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

6.2. Pre-Bid Conference

NHA will organize a pre-bid conference with the prospective bidders as per details provided in the Fact Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the pre-bid conference 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.

6.3. Responses to Pre-Bid Queries and Issue of Corrigendum

1. NHA will endeavor 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 the website or emailed to respective bidders.
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.

6.4. Submission of Response

1. A three staged bid system will be followed for this RFP with quality and cost based selection (QCBS) criterion. The three bids are –
 - a) Pre-Qualification Bid

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- b) Technical Bid and
 - c) Commercial Bid.
2. The bids are to submitted manually i.e. in physical form on or before the last date of proposal submission at the address mentioned in the fact sheet.
 3. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals. The Proposal is to submitted in three covers as mentioned below:

Cover Number	Cover Name	Content
One	Pre-Qualification Bid	<ul style="list-style-type: none"> a) Pre-Qualification Proposal as per section 7.2.1 and Annexure II along with the required supporting documents b) Checklist of all documents submitted c) Signed Integrity Pact (annexure VII) d) EMD (Annexure II, section 11.2) e) Power of attorney/Board Resolution/Letter of authorization (as per section 5.8)
Two	Technical Bid	<ul style="list-style-type: none"> a) Technical Proposal as per section 7.2.2 and Annexure III along with the required supporting documents. b) Checklist of all documents submitted
Three	Commercial Bid	<ul style="list-style-type: none"> a) Commercial Proposal as per Annexure IV along with the required supporting documents. b) Cover letter c) Check list

Table 9: Three cover bid submission

4. Each bid should be submitted in a different cover/envelope and each cover/envelopes to be marked with the name of the stage (Pre-Qualification/Technical/Commercial) and “NOT TO BE OPENED BEFORE THE DUE DATE”.
5. The submission of the proposal should be in three covers namely-
 - a) Cover 1 - The Pre-Qualification Proposal should be placed in a sealed envelope and super scribed as “Pre-Qualification Proposal for selection of an agency to design, develop, implement, operate and maintain an IT enterprise suite for NHA”. The EMD should be placed in a separate sealed cover and should be inserted in cover 1 with pre-qualification proposal and EMD envelope be super scribed as “EARNEST MONEY DEPOSIT (EMD) FOR RFP # <.....> DATED <....>”
 - b) Cover 2 - The Technical Proposal should be placed in a sealed envelope and super scribed “Technical Proposal for selection of an agency to design, develop, implement, operate and maintain an IT enterprise suite for NHA”.
 - c) Cover 3 - The Commercial proposal shall be placed in a sealed envelope and super scribed “Commercial Proposal for selection of an agency to design, develop, implement, operate and maintain an IT enterprise suite for NHA”

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6. If the commercial bid is not submitted in a separate sealed envelope duly super scribed as indicated above, this will constitute grounds for declaring the Bid as non-responsive.
7. 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.
8. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the "Fact Sheet". The Bidder will not be allowed to submit the Proposal after the Bid submission time.
9. Each document submitted by the bidder in pre-qualification and technical and commercial proposals must be duly signed by the authorized signatory as per section 5.8.

6.5. Selection of Bidders

6.5.1. Opening of Proposals

The Proposals will be opened by NHA 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 or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal.

There will be three bid-opening events

1. Cover 1 (Pre-Qualification Proposal)
2. Cover 2 (Technical Proposal)
3. Cover 3 (Commercial Proposal)

The venue, date and time for opening the Pre-qualification Proposal, Technical Proposal and Commercial Proposal are mentioned in the Fact Sheet. The Technical Proposals of only those bidders will be opened who clears the Pre-qualification stage and the Commercial proposals of only those bidders who qualifies the technical evaluation shall be opened.

6.5.2. 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 Letter of Authorization/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;

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6. Non-compliant to any of the clauses mentioned in this RFP;

6.5.3. 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.

7. Evaluation Process and Criteria

7.1. Evaluation Process

7.1.1. Stage 1: Pre-Qualification

1. NHA shall open "Cover 1" marked "Pre-Qualification Proposal" in the presence of the bidder's representatives. The Pre-Qualification proposal MUST contain all the documents mentioned in the RFP. Each of the Pre-Qualification condition mentioned in Section 7.2.1 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II). A checklist has to be created with proper page-wise indexing of all supporting documents

7.1.2. Stage 2: Technical Evaluation

3. Cover 2 marked as "Technical Proposal" will be opened only for bidders who succeed in Stage 1, in the presence of the bidder's representatives.
4. 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.
5. The bidder's technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 7.2.2.
6. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. To technically qualify the RFP stage, Bidders will have to secure both of the following-
 - a) Attain an aggregate Technical Score of 70% or more
 - b) Score at least 70% in individual sections and sub-sections (as indicated in section 7.2.2) of Technical Evaluation

7.1.3. 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).
5. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA.

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6. If there is a discrepancy between words and figures, the amount in words will prevail.

7.2. Evaluation Criteria

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. 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 confirmations on their proposals. 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. NHA may constitute an Evaluation Committee (EC) to evaluate the Proposals of the bidders. The EC constituted by the NHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section. NHA (or a nominated party) 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-

7.2.1. Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the following criteria. A 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.

S. No	Eligibility Criteria	Documents Required
1.	Bidder should be - a) A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 or a partnership firm registered under the Indian partnership act, 1936 or the Limited Liability Partnerships Act, 2008. b) Registered with the GST Authorities c) Agency should have a valid PAN number	a) Certificate of Incorporation (copy); b) GST Registration certificate issued by GST authorities (copy) c) PAN Card (copy)
2.	The Bidder should have a positive minimum net worth during the last three financial years (2015-16, 2016-17, 2017-18) <ul style="list-style-type: none">The net worth of only the bidding entity will be considered. Net worth of any parent, subsidiary, associated or other related entity will not be considered.Net worth is defined as sum of shareholders' capital and Reserves & Surplus.	Audited financial statements (standalone only) for the last three financial years OR Statutory auditor certificate specifying the net worth for the specified years. Note- <ul style="list-style-type: none">If annual statements are submitted by the bidder

S. No	Eligibility Criteria	Documents Required
		<p>then it should highlight those pages in the statements which provides detail figures on shareholders capital and reserves and surplus,</p> <ul style="list-style-type: none"> • If statutory auditor's certificate is provided then it should explicitly provide for figures separately for shareholders capital and reserves and surplus and their sum. The certificate must specify that net worth of only the bidding entity is provided and not of any parent, subsidiary, associated or other related entity is considered in calculating net worth.
<p>3.</p>	<p>The Bidder must have had an average annual turnover of at least ₹ 20 crores in the each of the last three financial years (2015-16, 2016-17, 2017-18) from IT services/Implementation excluding sales of system software or COTS/Hardware services for IT Infrastructure.</p> <ul style="list-style-type: none"> • The turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered. 	<p>Audited financial statements for the three financial years. OR Statutory auditor certificate specifying the turnover for the specified year. Note-</p> <ul style="list-style-type: none"> • If audited financial statements are submitted by the bidder then it must highlight the pages where the required criteria is mentioned i.e. annual turnover from IT services/implementation excluding sales of system software or COTS/Hardware services for IT infrastructure • If statutory auditor's certificate is provided then the certificate should mention the annual turnover from IT services/implementation excluding sales of system software or COTS/Hardware services for IT infrastructure

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S. No	Eligibility Criteria	Documents Required
4.	The Bidder should be a profitable organization for the last 3 financial years (2015-16, 2016-17 and 2017-18). The profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.	Audited financial statements for the three financial years OR Statutory auditor certificate specifying the profit/loss for the specified years.
5.	The Bidder must have strength of at least 100 IT Professionals in application development / system administration / database administration / IT Infrastructure experts in its payroll as on 31-Dec-2019.	Certificate from HR head
6.	The bidder should be CMMI level 3 or above certified.	Copy of the valid CMMI certificate issued by the accreditation organization
7.	As on date of submission the bidder must have been assessed and possess a valid ISO 27001-2013 certification or higher in the last 3 years.	Copy of ISO Certificate
8.	As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation.	Certificate as per format specified in Annexure-2, section 11.3
9.	As on date of submission of the proposal, the bidder should not be blacklisted or banned by Government of India/state government/PSUs or autonomous body under government of India or any state government for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Certificate as per format specified in as per Annexure-2, section 11.4

Table 10: Pre-qualification criteria

7.2.2. Technical Evaluation Criteria

While the Bidder will be evaluated on the criteria mentioned below and the documents specified in Annexure III, non-submission of any document 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	Minimum Cut-off (70%)
A.	Relevant Experience	20	>=14
B.	Proposed solution	20	>=14
C.	Technical presentation & product demo	40	>=28
D.	Proposed resources evaluation	20	>=14
Total		100	>=70

Table 11: Technical evaluation criteria (TEC)

The overall technical cut-off will be 70%. The bidder need to qualify the sectional and sub-sectional cut-off for each of the evaluation criteria specified in the table above in order to qualify in the technical evaluation stage. If a bidder doesn't qualify in any section and any sub sectional

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criteria then it will be disqualified. The bidders who qualify the minimum technical cut-off 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.

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

7.2.2.1. Relevant experience

#	Criteria Details	Documentary Evidence	Maximum Marks Allotted	Minimum cut-off (70%)
	<p>The Bidder should have experience of development & maintenance of web-based applications / web portals based enterprise IT suites during last three Financial Years (2016-17, 2017-18, 2018-19) for PSU/Central Govt./State Govt. Marks shall be awarded as under-</p> <p>a) One project with work order value of at least ₹ 4 Crores – 20 marks or</p> <p>b) Two projects with work order value of at least ₹ 2 Crores each – 20 marks (divided in equal marks to each citation)</p> <p>Note: The Work Order Value above refers to the Web Application based Enterprise IT Suites only and the same should be mentioned distinctly in the Work Order and not the composite value of the Work Order.</p>	<p>Citation as per annexure-3, section 12.2 (including the detailed scope of work) AND</p> <p>a) Relevant client certificate OR</p> <p>b) Work order along with the project completion certificate. In case of an on-going certificate phased completion certificate (provided by client) should be submitted OR</p> <p>c) a certificate from the company secretary of the bidder stating the entire criteria and implementation status</p>	20	14
Total			20	14

Table 12: TEC (Relevant experience)

7.2.2.2. Proposed solution

#	Parameter	Details	Maximum Marks Allotted	Minimum cut-off (70%)
	Proposed solution.	a) Understanding of scope of work	20	14

#	Parameter	Details	Maximum Marks Allotted	Minimum cut-off (70%)
		b) Solution proposed by the bidder based on understanding of the solution scope of the project for enterprise IT system for NHA. c) Proposed solution architecture of the bidder. Bidder need to demonstrate that how the solution proposed by him meets the requirements and objectives of the project. d) To demonstrate how the proposed solution shall meet the service levels and ensure IT security e) Details as per section 4.5.2 of the RFP and proposed platform/tools and OEM support f) Proposal for smart visualization requirements/dashboard for effective visualization of the proposed system g) Bidders work plan and approach for adherence to timelines and go-live within 6 months h) Bidder's Approach for operations and maintenance a) Resource Deployment Plan (as per format in annexure III, section 12.3)		
Total			20	14

Table 13: TEC (Proposed solution)

7.2.2.3. Technical presentation and product demo

#	Parameter	Details	Marks Allotted	Minimum cut-off (70%)
1	Presentation of bidder's approach & methodology	Presentation to NHA on the proposed solution, architecture adherence to standards approach and methodology, work plan, understanding and ability to meet timelines proposed by the Bidder to address the scope of work as presented in the	40	28

#	Parameter	Details	Marks Allotted	Minimum cut-off (70%)
		RFP. Demo of the product which provides detailed understanding of all aspects of the product to meet the given solution requirements along with product roadmap. Evaluation would be based on the Applicant’s approach and quality of presentation. The presentation to be made by the proposed Project Manager. The bidders are required to submit presentation to NHA one day before the schedule of the presentation.		
Total			40	28

Table 14: TEC (Technical presentation and product demo)

7.2.2.4. Proposed resources evaluation

1. The agency should deploy best of class professionals to ensure successful execution of this project.
2. The agency will, in its proposal, include the names and detailed Curriculum Vitae (CV) of their proposed in the CV Pro-forma as given in Annexure III
3. A total of 10 marks are assigned to the resources proposed for each of the phase (1 and 2) by the bidder as shown in the table below.
4. The list of resources to be proposed by the bidders is provided in section 4.9 and a detailed scoring criteria is mentioned as under-

Manpower Requirements: Phase -1

#	Profile	Responsibility	No. of resources	Marks per resource	Total Marks	Minimum qualifying marks
1	Project Manager - Solution development	Overall responsible for solution development	1	2	2	1.4
2	Database Architect	Responsible for designing, creating, deploying and managing the data architecture.	1	1.5	1.5	1.05
3	Functional lead – Business Analysts	Responsible for business processes and all the functionalities	2	1.5	3	2.1

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#	Profile	Responsibility	No. of resources	Marks per resource	Total Marks	Minimum qualifying marks
4	Application Architect	Responsible for behavior of all the applications of the system, their integrations with the various components, mapping of applications to the business functions	1	2	2	1.4
5	Security Specialist	He shall be responsible for ensuring IT security for the project	1	1.5	1.5	1.05
Total			6		10	7

Table 15: TEC (Proposed resource evaluation- phase 1)

Manpower Requirements: Phase -2

1. It is clarified that evaluation shall be done only for operations and maintenance team of phase 2 and bidders to provide CVs for the resources mentioned below only. However the actual deployment of resources shall be as per manpower requirements provided in section 4.9 of the RFP.

S. No.	Profile	Responsibility	No. of resources	Marks per resource	Total Marks	Minimum qualifying marks
Operations and maintenance team						
1.	Operations manager - Operations & Maintenance*	Responsible for Operations and maintenance of the project post go-live	1	2	2	1.4
2.	Support Team*	Responsible for support to end users	2	2.5	5	3.5
3.	Functional lead – Business Analysts	For new enhancements and developments in O & M stage	1	1.5	1.5	1.05
4.	Application Architect	For new enhancements and developments in O & M stage	1	0.75	0.75	0.525
5.	Security Specialist	He shall be responsible for ensuring IT security for the project	1	0.75	0.75	0.525
Total			10		10	7

Table 16: TEC (Proposed resource evaluation- phase 2)

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7.2.3. Commercial Evaluation Criteria

1. The bidders are required to quote the total cost of project (as anticipated by the bidder) as per the table indicated in Annexure IV. The evaluation shall be done on the basis of total cost submitted by the bidder (₹ 'X').
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. Bidder's needs to provide their commercial bid as per the format provided in the RFP (Annexure-IV).
4. Commercial evaluation shall be conducted on the basis of the total price rate quoted by the respective bidders and basis that bidders will be placed at L1 (i.e. at lowest cost), L2 and so on.

7.2.4. Combined and final evaluation

1. The technical and financial scores secured by each bidder will be added using weightage of 75% and 25% respectively to compute a Composite Bid Score.
2. Key formulae for combined and final evaluation-

Parameter	Formulae
Normalized technical score of a bidder	= (Technical marks awarded to the bidder) ÷ (Score of the T1 bidder)
Normalized financial Score of a Bidder	= (Commercial Bid of L1 bidder) ÷ (Commercial Bid of the Bidder)

Table 17: Formulae for final evaluation

3. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project.
4. The **overall score will be calculated** as follows:-

$$O_n = 0.75 * T_n + 0.25 * F_n$$

Where,

O_n = overall score of bidder

T_n = Normalized Technical score of the bidder

F_n = Normalized Financial score of the bidder

5. The bidder with highest 'Overall score (O_n)' shall be adjudicated as the best value bidder for award of contract.
6. In the event the combined bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

8. Award of Contract

8.1. Award Criteria

NHA will award the Contract to the successful bidder (“best valued bidder” as per section 7.2.4) whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above (in section 7 of this RFP) i.e. bidder with Highest O_n score.

8.2. Letter of Award

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. 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. The letter of award will constitute the formation of the contract. 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.

8.3. Performance Guarantee

The NHA will require the selected bidder to provide a Performance Bank Guarantee/Performance security, within 7 days from the Notification of award, for a value equivalent to 10% of the total cost of project (as per the total cost indicated –phase 1 + phase 2 in their commercial proposal). The Performance Guarantee shall be kept valid by the bidder till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder 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. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NHA at its discretion may cancel the order placed on the selected bidder 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. The performance guarantee/security may either be submitted as per format indicated in annexure V of this RFP or through an account payee demand draft.

8.4. 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 and shall also submit

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the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP. Refer Annexure V.

2. Within 7 days of the notification of award, the successful bidder shall execute the Services Agreement/contract and the Non-disclosure agreement.
3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (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 within 7 days from its acceptance to notification of award of contract by NHA.

8.5. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Proposed Contract 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. In such a case, the NHA shall invoke the PBG of the most responsive bidder.

9. Payment Terms

1. The payments shall be made to the selected agency on the basis of the amount specified by the bidder in their commercial proposals (Annexure IV, section 13.2).
2. The payments are divided across two phases viz.-
 - a) Component A of commercial bid viz. Phase 1: Development and Testing phase
 - b) Component B of commercial bid viz. Phase 2: Operations and maintenance phase

S. No.	Milestone	Payments
Phase 1: Development and Testing phase		
1.	Implementation and acceptance by NHA of pilot phase	<ul style="list-style-type: none"> • Average % age of solution readiness (proposed by the bidder in tech evaluation bid) x component A of the commercial bid (please refer section 4.5.2 of the RFP) • Ex. If Average solution readiness is 10% then payments = 10% of component A of commercial bid
2.	UAT Sign off	<ul style="list-style-type: none"> • 20% of balance payments of component A of commercial bid
3.	Go-Live and acceptance by NHA of all modules	<ul style="list-style-type: none"> • Balance payments for component A of the commercial bid.
Phase 2: Operations and maintenance stage (after Go-Live)		
1.	Operations & Maintenance of the proposed solution	<ul style="list-style-type: none"> • Payment on quarterly basis (phase 2 payments) after acceptance by NHA. (component B of the commercial bid – for the operations and maintenance team of phase 2) • For development and enhancement team-payments for this shall be paid only when there are any new developments or enhancements during phase 2 • For 3 (three) years from the date of Go-Live

Table 18: Payment milestones

3. Payments shall only be made if all deliverables and scope is met for a particular milestone (refer section 4 of the RFP).
4. As part of tax payments only applicable GST shall be paid by NHA.
5. Payments as stipulated above shall be subject to meeting the service levels by the agency as defined in section 9.2 of this RFP and appropriations to the amount being paid shall be done (if applicable). Any penalties/ liquidated damages, as applicable, for delay and non-performance, as per the criterion mentioned in this bidding document, will be deducted from the payments for the respective milestones.
6. Advance payments will not be made.
7. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

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- Agency will execute the work as per Tender document with agreed schedule of rates. No extra payment will be entertained.

The payments to the agency shall be subject to the fulfillment of the following service levels and penalties-

9.1. Penalties for delay in Go-Live

In case the Go-live is delayed beyond the timeline specified in the RFP then the following penalties shall be applicable on the agency-

#	Go-live delay	LD's
1.	No delay i.e. go-live on or before 6 months from on-boarding of the agency	0%
2.	One week after completion of 6 months from on-boarding	1% (of component A of the commercial bid) for each week of delay – maximum up to 10% value of component A of the commercial bid.

Table 19: Penalties for delay in Go-Live

9.2. Service levels and penalties

- The service levels will come in to effect from the date of commissioning (go-live) and shall remain in-force until the successful completion of the operation and maintenance support period for the project. The agency has to comply with service levels to ensure adherence to project timeline, quality and availability of services.
- Service levels shall be measured on quarterly basis.
- Service levels shall be reviewed after every one year and NHA has the right to modify the service levels to which the agency shall comply to any such modifications.
- All applications/modules developed shall be made available on 24x7x365 basis. The support as per working of NHA. The problems encountered during the usage of the application would be reported at the Helpdesk. This would enable the Helpdesk staff to log complaints and take action as per the severity of the reported problem.
- All service levels shall be measured on quarterly basis and total time shall be measured on a 24 x 7 basis

For the purpose of service levels requirements the following terms shall have the meaning set forth below-

S. No.	Term	Definition
1.	Uptime	<ul style="list-style-type: none">It shall mean the time period for which the specified services / components/modules/application with specified technical and service standards are available to the NHA.

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S. No.	Term	Definition
		<ul style="list-style-type: none"> Uptime, in percentage, of any component (Non-IT & IT) can be calculated as- $\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$
2.	Downtime	<ul style="list-style-type: none"> It shall mean the time period for which the specified services / components/modules/application with specified technical and service standards are not available to the NHA. It excludes the scheduled downtimes (on prior approvals from NHA).
3.	Incident	<ul style="list-style-type: none"> Refers to any events/abnormalities in the functioning of the Application that may lead to disruption in normal operations.
4.	Response Time	<ul style="list-style-type: none"> It shall mean the time interval between the time the incident is reported to the Helpdesk and the time an engineer is assigned to the call.
5.	Resolution time	<ul style="list-style-type: none"> It shall mean the time taken (after the incident has been reported at the Helpdesk), in resolving (diagnosing, troubleshooting and fixing) and conveying the same to the end user.
6.	Quarterly service level monitoring	<ul style="list-style-type: none"> Average of the month wise scores shall be taken for the quarterly measurement. All service levels detailed in this section shall be measured on a quarterly basis

Table 20: Definitions (service levels)

The following service levels are applicable on the agency from the date of Go-live of the solution-

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#	Service level parameter	Baseline level	Breach	Penalty	Measurement
1	Application 'up-time'	>=99.5% (except during schedule downtime – this needs to intimated by agency and approved by NHA)	<99.5% to 97%	2 % of the applicable quarterly payment	Agency shall ensure that all relevant events are logged and such logs are made accessible to the NHA for review/ report in a readable format. End-to-end loop back mechanism must be established for checking the availability of services.
			<97.5% to 95%	5 % of the applicable quarterly payment	
			<95% and below	25 % of the applicable quarterly payment	
2	Number of hours the NHA Internal IT system (Web Application or Web Portal) is non-functional/ non- accessible/ non-available/	0 hours	0-2 hours	2 % of the applicable quarterly payment	
			2-4 hours	5 % of the applicable quarterly payment	
			4- 8 hours and further down	25 % of the applicable quarterly payment	
3	Time for opening of web portal	<=3 seconds	<3 seconds and <=5 seconds	2 % of the applicable quarterly payment	This metric will be measured as the elapsed time between the action link/button being clicked and its response appearing on portal on real time live environment.
			>5 seconds and below	25 % of the applicable quarterly payment	
4	Average response time	15 minutes from call logged	More than 15 minutes	₹ 1000 per incident per hour delay	Automated report from ticketing system/tool.
5	Average resolution time	2 hours	More than 2 hours	₹ 1000 per incident per hour delay	
6	Non availability of deployed manpower onsite	0 days/hours (Exception- 18 leaves allowed in a year per resource – 4.5 pro rata for a quarter – after approval from NHA)	Breach of baseline	₹ 4000 /- per day of absence. (Maximum – 10% of the applicable quarterly payment)	All deviations to be recorded and MIS report to be made available to NHA.
7	Completion of Performance	No delay	Breach of baseline	2 % of the quarterly payment	All deviations to be recorded and MIS report to be made available to NHA.

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#	Service level parameter	Baseline level	Breach	Penalty	Measurement
	testing and closure report (To be conducted once every year)				
8	Capacity building	Agency to provide a minimum of 40 hours of training to each of the end user i.e. NHA officials during a calendar year In case of any enhancements or new developments the agency shall provision for a specialized training on such new developments which shall be beyond the scope of the mandated 40 hours training.	If training provided is <40 hours or no specialized training provided on new enhancements/developments.	2 % of the Total contract value	Feedback rating- If 10% of the end user reports that training provided to them is non-satisfactory

Table 21: Service levels

10. Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sheet 1: Bidder’s Information

Information Sought	Details provided by the bidder
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

Table 22: Pre bid queries (bidders information)

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

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

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

Table 23: Format for pre bid queries

- 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)

Notes –

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.

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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.

11. Annexure II: Pre-Qualification Proposal Format

11.1. Response to pre-qualification criteria

Bidders are required to submit their compliances to the pre-qualification criteria, along with documents required, as stated in section 7.2.1 of this RFP as below-

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S. No	Eligibility Criteria	Documents Required	Compliance (Yes/No)	Page no. in the proposal
1.	Bidder should be - <ul style="list-style-type: none"> a) A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 or a partnership firm registered under the Indian partnership act, 1936 or the Limited Liability Partnerships Act, 2008. b) Registered with the GST Authorities c) Agency should have a valid PAN number 	<ul style="list-style-type: none"> a) Certificate of Incorporation (copy); b) GST Registration certificate issued by GST authorities (copy) c) PAN Card (copy) 		
2.	The Bidder should have a positive minimum net worth during the last three financial years (2015-16, 2016-17, 2017-18) <ul style="list-style-type: none"> • The net worth of only the bidding entity will be considered. Net worth of any parent, subsidiary, associated or other related entity will not be considered. • Net worth is defined as sum of shareholders' capital and Reserves & Surplus. 	Audited financial statements (standalone only) for the last three financial years OR Statutory auditor certificate specifying the net worth for the specified years. Note- <ul style="list-style-type: none"> • If annual statements are submitted by the bidder then it should highlight those pages in the statements which provides detail figures on shareholders capital and reserves and surplus, • If statutory auditor's certificate is provided then it should explicitly provide for figures separately for shareholders capital and reserves and surplus and their sum. The certificate must specify that net worth of only the bidding entity is provided and not of any parent, subsidiary, associated or other related entity is considered in calculating net worth. 		
3.	The Bidder must have had an average annual turnover of at least ₹ 20 crores in the each of the	Audited financial statements for the three financial years.		

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S. No	Eligibility Criteria	Documents Required	Compliance (Yes/No)	Page no. in the proposal
	<p>last three financial years (2015-16, 2016-17, 2017-18) from IT services/Implementation excluding sales of system software or COTS/Hardware services for IT Infrastructure.</p> <ul style="list-style-type: none"> The turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered. 	<p>OR</p> <p>Statutory auditor certificate specifying the turnover for the specified year.</p> <p>Note-</p> <ul style="list-style-type: none"> If audited financial statements are submitted by the bidder then it must highlight the pages where the required criteria is mentioned i.e. annual turnover from IT services/implementation excluding sales of system software or COTS/Hardware services for IT infrastructure If statutory auditor's certificate is provided then the certificate should mention the annual turnover from IT services/implementation excluding sales of system software or COTS/Hardware services for IT infrastructure 		
4.	<p>The Bidder should be a profitable organization for the last 3 financial years (2015-16, 2016-17 and 2017-18). The profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the three financial years OR Statutory auditor certificate specifying the profit/loss for the specified years.</p>		
5.	<p>The Bidder must have strength of at least 100 IT Professionals in application development / system administration / database administration / IT Infrastructure experts in its payroll as on 31-Dec-2019.</p>	<p>Certificate from HR head</p>		
6.	<p>The bidder should be CMMI level 3 or above certified.</p>	<p>Copy of the valid CMMI certificate issued by the accreditation organization</p>		

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S. No	Eligibility Criteria	Documents Required	Compliance (Yes/No)	Page no. in the proposal
7.	As on date of submission the bidder must have been assessed and possess a valid ISO 27001-2013 certification or higher in the last 3 years.	Copy of ISO Certificate		
8.	As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation.	Certificate as per format specified in Annexure-2, section 11.3		
9.	As on date of submission of the proposal, the bidder should not be blacklisted or banned by Government of India/state government/PSUs or autonomous body under government of India or any state government for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Certificate as per format specified in as per Annexure-2, section 11.4		

Table 24: Pre-qualification compliance

11.2. Format for Bank Guarantee Earnest Money Deposit

Bidders are required to submit bid security/EMD as mentioned in section 5.4 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 ₹. (in words & figures).
 - b) This Bank Guarantee will be valid up to; and

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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.....2018.....at.....

WITNESS

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

(Official Address) (Designation with Bank Stamp)

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

Dated.....

11.3. 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 to –

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

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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)

11.4. 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 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)

12. Annexure III: Technical Proposal Format

Bidders are required to submit their compliances to the technical evaluation criteria, along with documents required, as stated in section 7.2.2 of this RFP along with the following details-

12.1. Profile of the bidding firm

Bidders are required to submit their details in the following format-

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	
10.	Telephone	
11.	Fax Number	
12.	Email Address	
13.	Brief Description of the Organization	
14.	Office Address (from where services will be delivered)	
15.	Key representative for this project	
16.	Name and contact details of the CEO	

Table 25: Bidders profile

12.2. Bidders relevant experience/format for citations

The bidder is required to provide citations with respect to the technical qualification criteria under 'relevant experience' as mentioned in section 7.2.2. of this RFP in the following format –

Sl. No.	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 (Contact Name, Address, Telephone Number)	
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.	Documentary Evidence	
15.	Technical Qualification Criteria against which the citation is submitted	

Table 26: Citation format

12.3. Resource deployment plan

The bidder is required to submit separate resource deployment plans for both phase 1 and phase 2".

Team Name	Team Lead	Total number of resources	Total Man Months Effort
Phase 1: Resource deployment			
<Functional>			
<Software Development>			
.....			
Phase 2: Resource deployment			
Operations team			
Maintenance team			
Enhancement team			
.....			
Total		_____	_____

Table 27: Resource deployment plan

*the team names inserted in the above table are for illustration only and the bidder may modify and propose its own team structures for deployment in the technical bid.

12.4. Format- CV's of proposed resources

The bidder must provide CVs of all the key resources mentioned in Section 7.2.2.4 of the RFP in the following 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.atleast for last 5 years)		

S. No.		Item		Bidder's Response	
S. No.	Name of Employer	From	To	Designation/ Responsibilities	
1					
2					
Summarized professional experience (Relevant to the Current Project) in reverse chronological order					
S. No.	From	To	Company Project Position Relevant Functional, Technical and Managerial experience		
1					
2					
Educational Background, Training Certification including institutions, % of marks, specialization areas etc.					
S. No.	Degree	Year of Award of Degree	University	% of marks	
1					
2					

Table 28: CV Format

12.5. No Deviation certificate

A certificate in the below format to be provided by the bidder-

<To be printed on Company letterhead>

This is to certify that our offer is exactly in consonance with your RFP no. _____ dated _____ issued by National Health Authority and subsequent amendments/corrigendum's etc. This is to expressly certify that our offer contains no deviation on the solution requirements and scope of work, Legal or Commercial aspects as specified in the RFP in either direct or indirect form.

(Signature of Authorized Signatory)

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

12.6. Total Responsibility

A certificate in the below format to be provided by the bidder-

<To be printed on Company letterhead>

This is to certify that we [insert name of Bidder company] undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP <Insert RFP # Dated____) issued by National Health Authority for the duration mentioned in RFP.

(Signature of Authorized Signatory)

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

13. Annexure IV: Commercial Proposal Format

13.1. Proposal Cover Letter

(To be submitted on the Letter head of the Bidder)

(Location, Date)

To,

General Manager (Administration)

National Health Authority

9th Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Ref: Submission of Commercial proposal for Request for Proposal (RFP) Notification No. _____ dated _____

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide No. _____ dated _____ for NHA, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to NHA in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our commercial Bid.
4. We agree to abide by this RFP, consisting of this letter, commercial bid and all requisite supporting documents, for a period of 3 years from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices anywhere in India.
6. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government, PSU or autonomous body under Government of India or any State Government.

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7. We have not been blacklisted or debarred by any Central/State/UT Government, PSU or autonomous body under Government of India or any State Government for failure to execute services as agreed upon/contracted for.
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
10. We understand that NHA is not bound to accept any bid received in response to this RFP.
11. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
12. In case we are engaged as an agency, we agree to abide by all the terms & conditions of the Contract that will be issued by NHA.
13. The commercial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'Service levels' defined in this RFP.
14. We already have the technical and financial capability in India for carrying out the services as detailed in the 'Scope of Work'.
15. We also understand that in case of deficiencies in our services as per the requirement of RFP, NHA reserves the right to allocate our volume of work, in full or in part, to other agency/service provider for a limited period or on permanent basis.

Yours sincerely,

Signature of Authorized Signatory [*In full as well as initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

13.2. Commercial bid format

Bidders are required to provide an all-inclusive total cost of contract as envisaged by them as per the table indicated below-

1. The rates quoted must be inclusive of the following:

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- a) Cost for all the activities 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.
- f) GST shall be paid by NHA.

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.

Component	Activity/ Phase	Item description	All-inclusive cost (in ₹) – including all costs and taxes (excluding GST)
A. (Phase cost)	1 Phase 1- Development and testing phase	Design, development, implementation of all components/modules (including all costs involved and anticipated by the bidder))	₹ _____
B. (Phase cost)	2 Phase 2- Operations and maintenance team cost *	Operations and maintenance phase	₹ _____
	Phase 2- Development and enhancement team cost ^{\$}	(including enhancements and new developments)	₹ _____
Total cost			₹ _____

Table 29: Commercial bid format

* - Team cost for operations and maintenance shall be the cost anticipated by the bidder for the operations and maintenance team, during phase 2, as provided in section 4.9 of the RFP

\$- Team cost for development and enhancement team, during phase 2, shall be the cost anticipated by the bidder for the development and enhancement team, during phase 2, as provided in section 4.9 of the RFP

14. 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 ₹. (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,

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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 notwithstanding 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 notwithstanding 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 ₹. (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.....2018 at.....

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WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

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

15. Annexure VI: Security Requirements

1. Agency shall comply with NHA's IS & data privacy policies in force from time to time as applicable. NHA shall share the relevant guidelines and standards with the Agency once institutionalized.
2. Agency shall ensure that the Application have capability to ensure compliance against NHA IS Policy such as encryption (Data at rest, Data at transit & Data at use), anonymization, DLP (data leak prevention) etc.
3. Agency shall upon reasonable request by NHA or his/her nominee(s) participate in regular meetings when information technology security & Data Privacy matters are reviewed.
4. Agency shall promptly report in writing to NHA any act or omission which they are aware that could have an adverse effect on the proper conduct of information technology security at NHA
5. Agency shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with NHA's data, facilities or Confidential Information
6. Agency shall ensure that they have informed NHA prior 24 hours of any resource having access to NHA environment is relieving the project or Agency's organization
7. Agency shall comply with all MeitY guidelines related to information security & data privacy.
8. Right to Audit : NHA or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (if any), data centers, documents, records, procedures and systems relating to the provision under this RFP, but only to the extent related to the scope of work stated in the RFP, as shall be reasonably necessary to verify-
 - The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of NHA and documentation related thereto;
 - That the actual level of performance of the services is the same as specified in the service levels defined in section 9 of the RFP;
 - That the Agency has complied with the relevant technical standards, and has adequate internal controls in place; and
 - The compliance of the Agency with any other obligation under the contract.
 - Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Bidder.

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- For the avoidance of doubt the audit rights under this schedule shall not include access to the Agency's profit margins or overheads, any confidential information relating to the Bidder' employees, or minutes of its internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the contract

9. Data Security & Privacy Requirements

Agency shall be responsible to protect the privacy, confidentiality, and security of the NHAs data. Agency must comply with international standards for data protection including ISO 27001, and applicable regulations including IT Act and Amendments, Aadhaar Act (as applicable) and Regulations, and proposed data privacy act and regulations including Data Protection Act and other applicable laws and regulations, which the NHA may want the Agency to comply with. Agency shall ensure that these security and privacy requirements are been adequately implemented across the setup. The effectiveness shall be evaluated on a regular basis to ensure the continuity of security and privacy requirements.

The Agency shall ensure the security and privacy requirements including, but not limited to, the following:

- Ensure the compliance to security requirements as detailed above and also to requirements and guidelines published by NHA from time to time. Agency shall also ensure the compliance to upcoming security and privacy requirements as and when these become applicable.
- Setup an assurance process to periodically review the compliance to security and privacy requirements.
- Ensure that during the development of the product has been performed using securing coding practices and through development methodology
- Agency shall be responsible for maintenance of all software managed with latest updates, specifically related to security vulnerabilities.
- Host the systems and devices processing the data within the data centers located in India.
- Ensure policies & procedures for secure disposition of electronic data on which the data resides (e.g., wiping hard drive, or other method of destruction)
- Ensure maintenance of system and application audit logs in line with applicable regulations including IT Act and Amendments, Aadhaar Act (as applicable), and any other Regulations made applicable from time to time.

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- Ensure in case of any incident / breach notification timely (Not more than 24 hrs of identification) intimate appropriate stakeholders of NHA and respond to incidents / breach as per the Regulatory requirements, and international best practices.
- NHA shall have authority to conduct (or through external agency) periodical assessment of the security requirements to ensure compliance with security policies, procedures, and Regulations.
- Agency shall have an appropriate contingency plan (including backup) to recover the application services / data as and when required (including during any disaster)

The service provider shall keep the confidentiality, maintain secrecy of all confidential information and shall not, at any time, divulge such or any part thereof to any third party except as may be compelled by any court or agency of competent jurisdiction, or as otherwise required by law, and shall also ensure that same is not disclosed to any person voluntarily, accidentally or by mistake.

a) **Compliance with Aadhaar Act (as applicable) and Regulations:** The Service Provider and all their associates shall comply with the relevant provisions of the Aadhaar Act 2016 and the Aadhaar Regulations 2016, while receiving, transmitting, storing, processing or handling Aadhaar Data, including Aadhaar Number, Demographic and Bio-metric data. Without prejudice to the specific provisions of the Act and the Regulations, the following provisions are brought to the notice of the bidders.

- i. Any individual, entity or agency, which is in possession of Aadhaar number(s) of Aadhaar number holders, shall ensure security and confidentiality of the Aadhaar numbers and of any record or database containing the Aadhaar numbers.
- ii. Any individual, entity or agency, which is in possession of Aadhaar number(s) of Aadhaar number holders shall not make public any database or record containing the Aadhaar numbers of individuals, unless the Aadhaar numbers have been redacted or blacked out through appropriate means, both in print and electronic form.
- iii. Such individual, agency or entity shall not share the Aadhaar number with any person or entity.
- iv. No entity, including a requesting entity, shall require an individual to transmit his Aadhaar number over the Internet unless such transmission is secure and

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the Aadhaar number is transmitted in encrypted form except where transmission is required for correction of errors or redressal of grievances. No entity, including a requesting entity, shall retain Aadhaar numbers or any document or database containing Aadhaar numbers for longer than is necessary for the purpose specified to the Aadhaar number holder at the time of obtaining consent.

10. Strategic Control of Operations to be provisioned

The final strategic control and governance shall still be with NHA for all its IT landscape management and operations.

For ensuring strategic control of the operations –

- Approval of NHA shall be taken prior making changes / modifications of the deployed solution, database, data, configurations, security solutions etc. of the Government Community Cloud where such changes may affect the solutions of NHA.
- NHA shall own the super admin access of the application
- For any changes (including auto-provisioning and others that may or may not need prior approval) to the underlying cloud infrastructure, software, etc. under the scope of the agency, that has the potential to affect the SLAs (performance, availability, etc.), NHA shall get alerts / notifications from the Agency, both as advance alerts and post implementation alerts.
- NHA at its discretion may involve further users to facilitate the strategic control.

16. Annexure VII: Integrity Pact

INTEGRITY PACT

(To be executed on ₹ 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”, 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 design, develop, implement, operate and maintain an IT Enterprise Suite for National Health Authority. 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.
 - b) The Principal will during the tender process treat _____ all 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

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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)

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.

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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 Section 3, or if the Principal is entitled to terminate the contract according to Section 3, 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.

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
3. 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) / Sub-contractors(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-

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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

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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. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. 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.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. 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)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & on behalf of Bidder/Contractor)

(Office Seal)