



नीति आयोग

National Institution for Transforming India

**EMPANELMENT OF CONSULTANTS  
FOR REVIEW AND ANALYSIS OF KEY PERFORMANCE  
INDICATORS (KPI) IN SOCIAL AND INFRASTRUCTURE  
SECTOR**

(Preparation of a Panel of Firms for Data Validation Consultant (Infrastructure) and Data Validation Consultant (Social) for the Water, Healthcare and Education Sector for [Health] Division)

**REQUEST FOR QUALIFICATION (RFQ)**

**JUNE 2018**

**REQUEST FOR QUALIFICATION**

**EMPANELMENT OF CONSULTANTS  
FOR REVIEW AND ANALYSIS OF KEY PERFORMANCE INDICATORS (KPI) IN  
HEALTHCARE, EDUCATION AND WATER SECTOR**

1. Health Division in NITI Aayog conducts Analysis of Key Performance indicators in Healthcare related projects.
2. Director (Health)), NITI Aayog, for and on behalf of the President of India, hereby invites sealed applications in a single envelope for empaneling Firms, not exceeding 6 in number, each for providing data validation services in Health, Education, (hereto referred to as “Social” sectors); and Water (hereto referred to as Infrastructure sector). The empaneled firms shall carry out **review and analysis of data pertaining to key performance indicators (KPI) in the Social and Infrastructure sector.**
3. Firms having the requisite experience can submit their offers for Data Validation Consultant (Infrastructure) or Data Validation Consultant (Social) or both.
4. RFQ document will be available for download on the NITI Aayog website <http://niti.gov.in> from.
5. The Technical Proposal as prescribed in format provided in Appendix-I should be submitted at the place described in the RFQ documents on or before 11:00 hrs. On.....
6. All communications including the submission of Proposal should be addressed to

**Director (Health) NITI Aayog,  
Government of India,  
Room 276, NITI Aayog, Sansad Marg  
New Delhi  
Phone +911123092286  
email: [healthdiv-pc@gov.in](mailto:healthdiv-pc@gov.in)**

## **DISCLAIMER:**

This RFQ document is neither an agreement nor an offer by the NITI Aayog (the “Authority”) to the prospective Applicants or any other person. The purpose of this RFQ is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ.

The Authority does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ document and it is not possible for Authority to consider particular needs of each party who reads or uses this RFQ document. This RFQ includes statements which reflect various assumptions and assessments arrived at by Authority in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ document and obtains independent advice from appropriate sources.

The Authority will not have any liability to any prospective Consultancy Company/ Firm/Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ document, any matter deemed to form part of this RFQ document, the award of the Assignment, the information and any other information supplied by or on behalf of Authority or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. Authority will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ.

Authority will not be responsible for any delay in receiving the proposals. The issue of this RFQ does not imply that Authority is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and the Authority reserves the right to accept/reject any or all of proposals submitted in response to this RFQ document at any stage without assigning any reasons whatsoever. Authority also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ Application.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Authority reserves the right to change/ modify/ amend any or all provisions of this RFQ document. The amended RFQ will be made available on the website of Authority.

No. 12(2)2016-Health&FW  
Government of India  
NITI Aayog  
(Health)  
NITI Aayog, Sansad Marg  
New Delhi-110001  
Dated: 22 JUNE, 2018

## REQUEST FOR QUALIFICATION (RFQ)

**Subject: - Preparation of a Panel of Firms for Review and Analysis of Data for Key Performance Indicators (KPI) In Infrastructure & Social Sector**

### INTRODUCTION

#### 1. BACKGROUND:

- 1.1. NITI Aayog (the “**Authority**” or the “**Client**”) is the premier policy “think tank” of the Government of India. One of the stated functions of the organization is "To foster cooperative federalism through structured support initiatives and mechanisms with the States on a continuous basis, recognizing that strong States make a strong nation".
- 1.2. In this context, NITI Aayog has designed and is in the process of establishing an outcome monitoring framework in critical Social and Infrastructure sectors that include (For the purpose of this **RFQ**) – Healthcare, Education and Water. The primary objective of this framework is to determine performance of various States and Union Territories (UTs) with respect to Key Performance Indicators (“**KPI’s**”) in each of these sectors. Output performance of the states/UTs would thus be periodically reviewed and monitored thereby enabling timely identification of policy interventions and reforms required to meet output targets. Further, as this initiative is implemented across states/UTs, it is expected to facilitate sharing of best practices leading to superior center-state and state-state engagement directed towards transforming the above sectors in the country.
- 1.3. As mentioned above, NITI Aayog has developed a list of pre-defined KPI’s for each of the sectors. An indicative list of such parameters is presented below for the purposes of illustration:

Sectors	Indicative Parameters* (for illustration)	Number of Parameters (Indicative*)
Social (Healthcare)	Infant Mortality Rate, Girls Vs. Boys Ratio, Immunization etc.	50
Social (Education)	Male & Female literacy Rate, net enrolment rate– upper primary level, reading level for enrolled children, dropout rate etc.	40
Infrastructure (Water)	Access to safe drinking water, Water supply and sanitation etc.	30

*\*the Authority may share the number of parameters and other details thereof at a subsequent stage during the selection process.*

- 1.4. Each state/UT would be required to submit and update on a dynamic basis their respective performance data sets for predefined KPI’s on a web enabled platform that is being developed in parallel. Responses to substantial portion of the above parameters are likely to be binary in nature (in Yes/No format). Based on the responses, each state/UT would get an overall score for its performance in a particular sector (Health/Education/Water). Relative ranks of each state/UT would also be published on the web-portal based on such scores for each of the sectors.

- 1.5. To make the above framework robust and meaningful, the Authority also envisages to get the data submissions, as and when submitted by the State Government/UT, independently reviewed, validated and analyzed. To facilitate this exercise, the Authority intends to appoint a professional consulting agency having in-house capabilities and capacity to provide a range of advisory services as per the terms of reference (“**ToR**”) provided in this document (the “**Assignment**” or the “**Project**”).

## 2. BRIEF DESCRIPTION OF THE BIDDING PROCESS

The Authority has adopted a two-stage bidding process (collectively referred to as the “**Bidding Process**”) for the selection of the bidding for award of the project. The first stage (the “**Empanelment Stage**”) of the process involves the empanelment of the interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which shall, unless repugnant to the context, include the Members of the Consortium) and qualify. At the end of this stage, the Authority expects to empanel up to [6 (Six)] qualified applicants, for each sector, who shall be eligible for participation in the second stage of the bidding process (the “**Bid Stage**”) comprising an issuance of Work Order (the “**Work-Order**”) based on which the bidder shall be called upon to submit their financial offer (the “**Bids**”) in the prescribed format provided in Appendix-II.

## 3. REQUEST FOR QUALIFICATION:

- 3.1. Director (Health), for and on behalf of the President of India, hereby invites proposals from Firms who have experience of data validation in the relevant Social and Infrastructure sector. The selection of Firms would be through open competitive bidding process in accordance with the procedure set out herein.
- 3.2. Firms having the requisite experience can submit their offers for Data Validation Consultant for **SOCIAL** or **INFRASTRUCTURE SECTOR**, or **BOTH**

## 4. DUE DILIGENCE BY APPLICANTS

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, as per the schedule provided in Schedule 3: **DATA SHEET**.

## 5. COST OF RFQ DOCUMENT

RFP document can be obtained between 1100 hrs. And 1600 hrs. on all working days on payment of a fee of **Rs. 3,000 (Rupees Three thousand only)** in the form of a demand draft or banker’s cheque drawn on any Schedule Bank in India in favor of **NITI Aayog** and payable at **New Delhi**. The document can also be downloaded from the Official Website of the Authority [www.niti.gov.in](http://www.niti.gov.in) . In Such case the demand draft or banker cheque is attached with the proposal.

## 6. VALIDITY OF THE PROPOSAL:

The proposal shall be valid for a period not less than 90 days from the due date for receiving the proposal.

## 7. JOB REQUIREMENT:

As per detailed Terms of Reference (“**ToR**”) at Schedule-1.

# INSTRUCTIONS TO APPLICANTS

## 1. SCOPE OF APPLICATION

- 1.1. The Authority wishes to receive Applications for Empanelment of capable and experienced Firms in order to undertake the Assignment as specified in the Work-Order provided during the Bid Stage.
- 1.2. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFQ.
- 1.3. Applicants are advised that the Empanelment of the Consultant shall be on the basis of evaluation criteria the Authority through the Selection Process specified in this RFQ. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 1.4. The Applicant shall submit its Proposal in the form and manner specified in this RFQ. The Technical proposal shall be submitted in the form provided at **Appendix-I** and the Financial Proposal shall be submitted in the form at **Appendix-II**.

## 2. CONDITIONS OF ELIGIBILITY OF FIRM

- 2.1. The Applicant may be a single entity or a group of entities (the “**Consortium**”), coming together to undertake the assignment. However, no applicant applying individually or as a member of a consortium, as the case may be, can be member of another Applicant.
- 2.2. To be considered for empanelment, the Applicant must fulfil the following conditions of eligibility:
  - 2.2.1. **Technical Capacity:** The Technical Capacity requirements for the firms for empanelment for the **Data Validation Consultant- Social and Data Validation Consultant - Infrastructure** are as below:

**Data Validation Consultant:** The Firm shall have, over the past 5 (five) years preceding the due date, undertaken Eligible Assignments within the Infrastructure (i.e. Water Sector) and Social Sectors (i.e. Education, Healthcare) as described below, of which at least 3 (three) should be in the relevant (Healthcare/ Education/ Water) Sectors:
  - 2.2.2. **Financial Capacity:** The firm shall have received a minimum of Rs. 20 crores (Rs. twenty crore) an average annual revenue from consultancy service during each of the three financial years preceding the Proposal Due Date (“**PDD**”). For the avoidance of doubt, average revenue here under refers to fees received by the Firm for providing advisory or consultancy services to its clients and shall not include any amounts received by way of reimbursement or fee for payment to external counsels, senior advocates or external professional retained by the firm for its clients.

## 3. ELIGIBLE ASSIGNMENTS

- 3.1. For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFQ, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, statutory authority or public-sector entity in respect of review and validation of KPIs for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

3.2. The Applicant firm claiming credit for an Eligible Assignment shall, prior to Proposal Due Date (“PDD”), have completed the Eligible Assignment with Professional Fees of at least Rs. 50 (fifty) lakh, and in cases where credit is being claimed by a Key Personnel, she/he should have completed such Eligible assignments prior to PDD. Delivering at-least 80% of the Assignment Deliverables shall constitute completion in both the above cases.

3.3. Over the previous five (5) accounting years, the Applicant should have provided advisory assistance/ consultancy in India on similar scope of work involving independent review, validation or analysis of Data related to Key Performance Indicators (KPI’s)/ output indicators /performance parameters/ Ease of Doing Business / Sectorial Diagnostics etc. using a combination of primary and secondary research and other research methodologies for a government, government agency or multilateral agencies. Such studies should have been undertaken within either Infrastructure (Water) or Social Sectors (education, healthcare, nutrition, poverty alleviation etc.) or both.

**4. AVAILABILITY OF PERSONNEL:**

4.1. The firm shall undertake to make available the personnel meeting the requirements specified below during the period of contract for the respective Consultant:

**4.1.1.DATA VALIDATION CONSULTANT:**

<b>Personnel</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience</b>	<b>Experience on Eligible Assignments</b>	<b>Number of Eligible Assignments</b>
Project Director/ Team Leader	Master’s degree or higher in Business Administration/ Economics/ Commerce/ relevant Infrastructure or Social Sector	Minimum 15 years of professional experience in advisory/consulting	<ul style="list-style-type: none"> <li>• Demonstrated Experience of leading advisory assignments involving independent review, validation or analysis of data or reports/studies related to KPI’s/ output indicators / performance parameters/ East of Doing Business / Sectorial Diagnostics etc. using a combination of primary and secondary research and other research methodologies;</li> <li>• Demonstrated experience of leading consultancy assignments that involve primary and secondary research, surveys, data collection &amp; validation, analysis within a gamut of Infrastructure &amp; Social sectors (Such as education, healthcare etc.) for a Government agency or a Multi-lateral institution in India</li> </ul>	5 (Five)
Project Manager (1 in number)	• Master Degree or higher in Business Administration/ Economics/Commerce/ relevant Infrastructure or Social Sector	Minimum 7 years of professional experience in advisory/consulting	<ul style="list-style-type: none"> <li>• Demonstrated Experience of managing advisory assignments involving independent review, validation and analysis</li> </ul>	3 (three)

<b>Personnel</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience</b>	<b>Experience on Eligible Assignments</b>	<b>Number of Eligible Assignments</b>
	discipline from a reputed and recognized University or Institution		of data or reports/studies related to KPI's/ output indicators / performance parameters/ East of Doing Business / Sectorial Diagnostics etc. using a combination of primary and secondary research and other research methodologies; <ul style="list-style-type: none"> <li>Preferred experience of managing consultancy assignments that involve primary and secondary research, surveys, data collection &amp; validation within a gamut of Infrastructure &amp; Social sectors (such as Education, healthcare etc.) for Government agency or a Multi-lateral institution in India</li> </ul>	
Consultants (2 in numbers)	<ul style="list-style-type: none"> <li>Bachelor's Degree or higher in Business Administration/ Economics/Commerce/ relevant Infrastructure or Social Sector discipline from a reputed and recognized University or Institution</li> </ul>	<ul style="list-style-type: none"> <li>Minimum 3 years of professional experience in advisory/consulting</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrated Experience of working on advisory assignments involving independent review, validation and analysis of data or reports/studies related to KPI's/ output indicators / performance parameters/ East of Doing Business / Sectorial Diagnostics etc. using a combination of primary and secondary research and other research methodologies;</li> <li>Preferred experience of working on consultancy assignments that involve primary and secondary research, surveys, data collection &amp; validation, analysis within a gamut of Infrastructure &amp; Social sectors (Such as education, healthcare etc.) for a Government agency or a multi-lateral institution in India</li> </ul>	2 (two)
Subject Expert	<ul style="list-style-type: none"> <li>Bachelor's Degree or higher in Business Administration/ Economics/Commerce/ relevant Infrastructure or Social Sector discipline from a reputed and recognized University or Institution</li> <li>Master's degree in medicine or public health</li> </ul>	<ul style="list-style-type: none"> <li>10 years of work experience in public health in Indian setting</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrated experience in analyzing health parameters for driving policy and programs. Worked closely with Union and/or State government</li> </ul>	1 (One)



Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments	Number of Eligible Assignments
	<ul style="list-style-type: none"> <li>PhD in Public health is preferable</li> </ul>			

4.2 The client reserves the right to ask for the details regarding the proof of age, qualification and association of the key personnel with the firm. Age limit for key professionals mentioned above to be deployed on project should not be more than 70 years on the date of bid submission.

□

4.3 Consultants, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.

4.4 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the prerequisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

4.5 The Applicant should submit a Power of Attorney as per the format of provided in the Schedule-4 of this RFQ; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant in case the Applicant is a partnership firm or limited liability partnership.

4.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

4.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

## 5. CONFLICT OF INTEREST:

5.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

5.2. The Authority requires that the Consultant provides professional, objective, and impartial advice and always hold the Authority’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

5.3. Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

5.3.1 the Applicant, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent

- thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 5.3.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- 5.3.2 a constituent of such Applicant is also a constituent of another Applicant; or
- 5.3.3 such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- 5.3.4 such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- 5.3.5 such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- 5.3.6 There is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- 5.3.7 The Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

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

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

## **6. NUMBER OF PROPOSALS:**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## **7. COST OF PROPOSAL:**

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

## **8. ACKNOWLEDGEMENT BY APPLICANT**

8.1. It shall be deemed that by submitting the Proposal,

- 8.1.1. The Applicant has made a complete and careful examination of the RFQ;
- 8.1.2. Received all relevant information requested from the Authority;
- 8.1.3. Accepted the risk of inadequacy, error or mistake in the information provided in The RFQ or furnished by or on behalf of the Authority.
- 8.1.4. Satisfied itself about all matters, things and information, necessary and required For submitting an informed Application and performance of all of its Obligations thereunder;
- 8.1.5. Acknowledged that it does not have a Conflict of Interest; and
- 8.1.6. Agreed to be bound by the undertaking provided by it under and in terms Hereof.

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

## **9. RIGHT TO REJECT ANY OR ALL PROPOSALS**

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

9.2. Without prejudice to the generality of this Clause, the Authority reserves the right to reject any Proposal if:

- 9.2.1. at any time, a material misrepresentation is made or discovered, or
- 9.2.2. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

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

## **10. CLARIFICATIONS**

- 10.1. Applicants requiring any clarification on the RFQ may send their queries to the Authority in writing before the date mentioned in the schedule. The envelope shall clearly bear the following identification:

“Queries/ Request for Additional Information concerning RFQ for EMPANELMENT OF CONSULTANTS FOR REVIEW AND ANALYSIS OF KEY PERFORMANCE INDICATORS (KPI) IN SOCIAL AND INFRASTRUCTURE SECTOR”

- 10.2. The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFQ-cum-RFP document without identifying the source of queries.
- 10.3. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in Clause 10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **11. AMENDMENT OF RFQ**

- 11.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ document by the issuance of Addendum/Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFQ document) by fax or e-mail.
- 11.2. All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFQ document. The amendments will also be posted on the Official Website along with the revised RFQ containing the amendments and will be binding on all Applicants.
- 11.3. In order to afford the Applicants a reasonable time for taking an amendment into account or for any other reason, the Authority, may, in its sole discretion, extend the Proposal Due Date.

## 12. LANGUAGE

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

## 13. FORMAT OF PROPOSAL

- 13.1. The Applicant shall provide all the information sought under this RFQ. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 13.2. The Applicant shall prepare one originals set of the Proposal (together with original/copies of Documents required to be submitted along therewith pursuant to this RFQ) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.
- 13.3. The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:
  - 13.3.1. by the proprietor, in case of a proprietary firm; or
  - 13.3.2. by a partner, in case of a partnership firm and/or a limited liability partnership;  
or
  - 13.3.3. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - 13.3.4. by the authorized representative of the Lead Member, in case of Consortium.
- 13.4. Applicants should note the PDD, as specified in Schedule 3: **Data Sheet**. For submission of Proposals. Except as specifically provided in this RFQ, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 17. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 10.

## **14. TECHNICAL PROPOSAL**

- 14.1. Applicants shall submit the technical proposal in the formats in Appendix-I (the “Technical Proposal”).
- 14.2. While submitting the Technical Proposal, Applicant shall, in particular, ensure that:
  - 14.2.1. All forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - 14.2.2. Power of attorney, if applicable, is executed as per Applicable Laws;
  - 14.2.3. CVs of all Key Personnel have been included;
  - 14.2.4. Key Personnel proposed have good working knowledge of English language;
  - 14.2.5. Key Personnel would be available for the period of the assignment;
  - 14.2.6. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFQ; in-case if any personnel are not available a suitable replacement to the satisfaction of the Authority will be made
  - 14.2.7. No key Personnel should have attained the age of 70 years at the time of submitting the proposal;
  - 14.2.8. The proposal is responsive in terms of Clause 20.2
- 14.3. Failure to comply with the requirements spelt out in this Clause 20.2 shall make the Proposal liable to be rejected
- 14.4. If an individual Key Personnel makes a false averment regarding his/her qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such event.
- 14.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 14.6. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFQ. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 14.7. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the Letter of Award (“LoA”) or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to he Selected Applicant or Consultant, as the case may be.

## **15. FINANCIAL PROPOSAL**

- 15.1. Pursuant to Empanelment. Once the Applicant receive the Work Order, the Applicants shall submit the financial proposal (the “Financial Proposal”) clearly indicating the total cost of the

assignment in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

15.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

15.2.1. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, printing of documents, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

15.2.2. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

15.2.3. Costs (including break down of costs) shall be expressed in INR.

## 16. SUBMISSION OF PROPOSAL

16.1. The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFQ. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFQ issued by the Authority, the latter shall prevail

16.2. The Proposal will be sealed in an outer envelope which will bear the address of the NITI Aayog, RFQ Notice no **12 (2)2016 -H&FW** , Consultancy name, and the name and address of the Applicant. It shall bear on top, the following:

**“Do not open, except in presence of the Authorized Person”**

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

16.2.1. The aforesaid outer envelope will contain a sealed envelope, clearly marked **‘Technical Proposal- Data Validation Consultant (Infrastructure) or Technical Proposal- Data Validation Consultant (Social) or Technical Proposal- Data Validation Consultant (Infrastructure) and Data Validation Consultant (Social), as the case may be’**

The envelope marked “Technical Proposal” shall contain the Application in the prescribed Forms at Appendix-I, along with the relevant Schedules-4, in the prescribed format. While the envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format at Appendix-II.

16.3. The Proposal shall be typed or written in indelible ink and signed by the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

- 16.4. While submitting the Technical Proposal, the Applicant shall ensure that the Applicant meets the Conditions of Eligibility.
- 16.5. Failure to comply with the requirements spelt out in Clause 20.2 and Clause 16 above shall make the Proposal liable to be rejected.
- 16.6. If an Applicant makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Letter of Empanelment (“LoE”), he shall be debarred for any future assignment of the NITI Aayog for a period of five years.
- 16.7. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 16.8. The NITI Aayog reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFQ. Failure of the NITI Aayog to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the NITI Aayog there under.
- 16.9. In case it is found during the evaluation or at any time before issue of Letter of Empanelment (LOE) that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed. If the Applicant has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the NITI Aayog without the NITI Aayog being liable in any manner whatsoever to the Applicant.
- 16.10. The completed Proposal must be delivered on or before the specified time on the due. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 16.11. The Proposal shall be made in the Forms specified in this RFQ. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- 16.12. The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Data Validation Consultant under the Agreement.

## **17. PROPOSAL DUE DATE**

The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 11 uniformly for all Applicants.

## **18. LATE PROPOSALS**

Proposals received by the Authority after the specified time on the Proposal Due Date, shall not be eligible for consideration and shall be summarily rejected.

## **19. MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSALS**

- 19.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 19.2. Any alteration / modification in the proposal or additional information or material subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded



## **20. EVALUATION PROCESS**

- 20.1. The Authority shall open the Proposals at 1130 hours on the Proposal Due Date, at the place specified in Schedule.3 - **Data Sheet** and in the presence of the Applicants who choose to attend.
- 20.2. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFQ. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
  - 20.2.1. it is received in the specified format;
  - 20.2.2. it is received by the due date including any extension thereof;
  - 20.2.3. it is signed, sealed and marked as stipulated;
  - 20.2.4. it is accompanied by the Power of Attorney as specified in Clause 4.5
  - 20.2.5. it contains all the information (complete in all respects) as requested in the RFQ;
  - 20.2.6. it does not contain any condition or qualification; and
  - 20.2.7. It is not non-responsive in terms hereof.
- 20.3. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 20.4. The Authority would subsequently examine and evaluate Technical Proposals in accordance with Clause 20 (Evaluation Process) and the criteria set out in Clause 21 in this RFQ.
- 20.5. After the technical evaluation, the Authority would prepare a list of qualified Applicants, separately for each Data Validation Consultant (Infrastructure, Social & Both), for empanelment. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.
- 20.6. Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 20.7. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Applicant if the Consultancy is subsequently awarded to the Applicant.

## **21. CRITERIA FOR EVALUATION**

### **21.1. TECHNICAL PROPOSAL**

- 21.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of (one hundred) 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score.
- 21.1.2. Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.
- 21.1.3. The scoring criteria to be used for evaluation shall be as follows.
- 21.1.4.

S.no.	Parameter	Maximum Marks	Criteria
1.	<b>Relevant Experience of the Applicant</b>	25	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; (ii) other relevant assignments or similar work in the infrastructure sectors; and (iii) overall turnover, experience and capacity of the firm.
2.	<b>Proposed Methodology and Work Plan</b>	15	Evaluation will be based on the quality of submissions.
3.	<b>Relevant Experience of the Key Personnel</b>	60	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work in infrastructure/social sectors.
3 (a)	Project Director/Team Leader	20	
3 (b)	Project Manager	12.5	
3 (c)	Consultant	12.5	
3 (d)	Subject Expert	15	
	<b>Total</b>	<b>100</b>	

21.1.5. While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

## 21.2. FINANCIAL PROPOSAL

- 21.2.1. The Fee for the Assignment shall be based on the Work-Order issued by the Authority based on which all the empanelled bidders shall place their bids in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy.
- 21.2.2. The Authority will determine whether the Financial Proposal are complete, unqualified and unconditional.

- 21.2.3. For financial evaluation, the Gross Total Value (GTV) indicated in the Financial Proposal shall be considered. The GTV indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.
- 21.2.4. All the bids shall be evaluated and ranked for the Lowest Quotation (L1). The L1 bidder, for each category separately shall be determined as mentioned below:
  - 21.2.4.1. L1, L2, L3, L4..... vendors will be decided on the basis of the lowest Gross Total Value (GTV) submitted by the empanelled bidders
- 21.2.5. The bidder with L1 GTV quoted shall be the first ranked applicant. The second ranked applicant shall be kept in reserve and may be invited for negotiations in case the first ranked applicant withdraws or fails to comply with the requirements laid in this RFQ.

**22. SHORT-LISTING OF APPLICANTS FOR EMPANELMENT**

- 22.1. The Applicant subsequent to evaluation of the technical proposal, shall be for empanelment subject to qualification. However, if the number of such qualified Applicants is less than two, the Authority may, in its sole discretion, qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 21.1.2; provided that in such an event, the total number of qualified Applicants shall not exceed two
- 22.2. The Authority shall issue a Letter of Empanelment (LOE), in duplicate, to the Selected Applicants and the Selected Applicants shall, within 7 (seven) days of the receipt of the LOE, sign and return the duplicate copy of the LOE in acknowledgement thereof. The LOE shall constitute the Agreement for the purpose of this consultancy assignment.
- 22.3. The empanelment will be valid for a period of 2 years in the first instance from the date of empanelment. It may be extended for another 1 (one) year depending upon the need of the Client with mutual consent.
- 22.4. All empanelled agencies must honour all tender conditions and adherence to all aspects of fair-trade practices in executing the Work-Orders placed by Authority
- 22.5. In the event, an empanelled Company or the concerned division of the Company is taken over/bought over by another company, all the obligations and execution responsibilities under the Work-Order, should be passed on for compliance by the new company in the negotiation for their transfer.
- 22.6. The vendor should not assign or sublet the empanelment or any part of it to any other vendor in any form, without the written consent by the Authority. Any such attempt, otherwise, shall result in termination of empanelment
- 22.7. In case any selected bidder refuses to sign empanelment within seven days of communication from Authority, the offer would be treated as withdrawn.
- 22.8. The defaulting bidder will also be debarred from participating in Authority's all future tenders for a period of three years.

**23. CONFIDENTIALITY**

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

assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

#### **24. SUBSTITUTION OF KEY PERSONNEL**

- 24.1. The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 24.2. The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

#### **25. AWARD OF CONSULTANCY**

Pursuant to evaluation of the bid, the Authority, shall be issue a Letter of Appointment (LOA), in duplicate, to the selected bidder and the selected bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

#### **26. PROPRIETARY DATA**

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential. All information collected, analyzed, processed or in whatever manner provided by the Firm to the Authority in relation to the assignment shall be the property of the Authority.

#### **27. FEES AND PAYMENT STRUCTURE**

- 27.1. The NITI Aayog shall cause the payment due to the Firm to be made within 30 (thirty) days after the receipt by the NITI Aayog of duly completed bills with necessary particulars.
- 27.2. All payments under this Agreement shall be made to the account of the Firm as may be notified to the NITI Aayog by the respective Firm.
- 27.3. No advance payment shall be admissible.

#### **28. FRAUD AND CORRUPT PRACTICES**

- 28.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFQ, including consideration and evaluation of such Applicant’s Proposal.

- 28.1.1. Without prejudice to the rights of the Authority under Clause 28.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority 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.
- 28.1.2. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 28.1.2.1. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- 28.1.2.2. “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 28.1.2.3. “**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;
- 28.1.2.4. “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- 28.1.2.5. “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 29. MISCELLANEOUS

- 29.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Delhi which shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 29.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - 29.2.1. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - 29.2.2. consult with any Applicant in order to receive clarification or further information;
  - 29.2.3. retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - 29.2.4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 29.3. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 29.4. The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **SCHEDULEs**

## **SCHEDULE-I**

### **TERMS OF REFERENCE FOR ENGAGEMENT OF DATA VALIDATION CONSULTANT**

#### **Terms of Reference (“TOR”)**

- I. The Authority envisages appointing a consulting agency to undertake an independent review/validation and analysis of input data provided by the States/UTs on the KPI's for Social Sector including Healthcare & Education and Infrastructure Sector including Water. For this purpose, the Scope of Work of the agency will include, but not limited to, the following activities:
  - A. Undertaking sensitization workshops with select officials of State Governments/UTs
    - a. The Consultant would assist the Authority hold sensitization workshops for key officials of various State Governments/UTs for each sector at regional levels (1 workshop per region. This may likely involve total about 4-5 workshops clubbed as per geographic/regional convenience where a number of states within a region can participate). The objective of such workshops will be to sensitize and bring-on-board the concerned government officials about the following:
      - (i) Independent review and validation of input data provided by the States/UTs on KPI's:
  - B. The Consultants would assist the Authority in coordinating with the State Governments / UT officials for collection of input data. Following the receipt of the data, from the relevant departments of the state government / UTs, the Consultant is expected to:
    - a. Validate the data received for KPIs across all sectors through the following sources/methodologies (different sources may be applicable for different KPI's):
      - (i) Information available through secondary sources, published information, databases, websites etc.;
    - b. Review of supporting documents/certifications submitted by State Governments to substantiate their data inputs;
  - C. Where needed, the Consultants would also undertake primary visits to State capitals or few select locations within States/UT. Such primary visits may be undertaken based on the assignment need or as advised by the Authority during the course of the assignment. The Consultant may plan for the logistics (such as accommodation, travel tickets etc.) of such primary visit and NITI Aayog would reimburse the travel related costs as per its policies and applicable guidelines;
  - D. Any other acceptable sources as per the Consultant's methodology. It may be noted that the Consultant is also free to utilize services of a third-party agency for review and validation of input data for such KPI's where it thinks such services may be needed.
  - E. Preparation of report on independent review and validation findings and submission to the Authority. Sector-wise review and validation reports need to be submitted for the same.
  - F. Analysis of KPI related inputs/data for each sector: After the review and validation of KPI inputs, the Consultant would submit a report analyzing such input data in a meaningful manner. Consultant's analysis would include inter-alia the following:
    - a. Comparative performance of various States/UTs on KPI's within each sector;
    - b. Identification and tabulation of top performing states and bottom performing states within each sector. For this, the Consultant may use graphs, charts, statistical tables or other methods to articulate its findings to the Authority;
    - c. Key areas of concerns (based on relative performance in various KPI's) that may be shared with the State Governments / UTs for necessary policy attention to improve outcomes within each sector;
    - d. Key areas of strengths (based on relative performance in various KPI's) for each State/UTs within each sector;
    - e. Other insights (quantitative or qualitative) that the Consultant may assess that may be relevant for the Government of India or the respective State Governments/UTs for improving sectorial outcomes.
- II. The duration of the Project/Assignment is envisaged to be 12 months from the date of award of the Project.



## **SCHEDULE-2: GUIDANCE NOTE ON CONFLICT OF INTEREST**

1. This Note further explains and illustrates the provisions of Clause 5 of the RFQ-cum-RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and Consultants:
    - (i) Potential consultant should not be privy to information from the Authority which is not available to others.
    - (ii) Potential consultant should not have defined the project when earlier working for the Authority.
    - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
  - (a) Consultants and Concessionaires/Contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
    - (ii) No consultant should be involved in owning or operating entities resulting from the project.
    - (iii) No consultant should bid for works arising from the project.

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

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

### SCHEDULE-3: DATA SHEET

Objective of the consulting assignment	<b>Preparation of a Panel of Firms for Data Validation Consultant (Infrastructure) and Data Validation Consultant (Social) for the Water, Healthcare and Education Sector for [Health] Division</b>
Date of Issuance of the RFQ	22.6.2018 17.00 hrs.
Last date for uploading replies to the queries and corrigendum by Authority	2.7.2018 15.30 hrs.
Due Date and time for Submission of Proposal (Proposal Due Date - PDD)	6.8.2018 at 1530 hrs.
Bid Validity	3 months from Proposal Due Date
Opening of the "RFQ" envelope	6.8.2018 1530 hrs.
Performance Security	10% of Total Financial Bid (Agreement Value)
Opening of the Technical Proposal	8.8.2018 11.00 hrs.
Presentation on Technical Proposal to Technical Sub-Committee	13.8.2018
Evaluation of the Technical Proposal	Within 1 weeks from the date of Presentation on Technical Proposal
Declaration of Short listed Firms For Empanelment	Within 2 weeks from the date of presentation on Technical Proposal
Contact Person	Director Health , NITI Aayog, Government of India
Alternate Contact Person	Senior Consultant Health, NITI Aayog, Government of India
Proposal submission	Consultants must submit: Pre-Qualification Proposal: Two copies (one original + one copy) and one soft copy (PDF Format) Technical Proposal: Two copies (one original + one copy) and one soft copy (PDF Format).
Letter of Empanelment (LoE)	15 days from date of opening of Technical Proposal

**SCHEDULE-4A:      FORMAT FOR POWER OF ATTORNEY  
(AUTHORIZED PERSONNEL)**

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

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

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

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

## **SCHEDULE-4B:      FORMAT FOR POWER OF ATTORNEY (LEAD MEMBER OF CONSORTIUM)**

(To be executed by all members of the Consortium)

Whereas the NITI Aayog, Government of India (the “Client”) has invited proposals for selection of consultant for [name of assignment] (the “Consultancy”).

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,**

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the

Letter of Acceptance, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the Client.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

**SIGNED, SEALED & DELIVERED**

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]  
[Name]  
[Designation]  
[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]  
[Name]  
[Designation]  
[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.

## **SCHEDULE-4B(A):                   FORMAT FOR JOINT BIDDING AGREEMENT (In-Case of JV/ Consortium)**

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above-mentioned parties of the [FIRST AND SECOND] PART is collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

- a) NITI Aayog, Government of India having its office at Sansad Marg, New Delhi - 110001 (hereinafter referred to as the “Client” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (“the Applications”) by its Request for Qualification No. [number] dated [date] (the “RFQ”) for appointment of consultant for [name of assignment] (the “Consultancy”).
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.
2. Consortium
  - a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.
  - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“Contract”) with the Client and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as



described below:

- a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
  - b) Party of the Second Part shall be [role]; and
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
- a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
  - b) consolidated invoices for the services in relation to the Consultancy performed by all the Members/Parties shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
  - c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
  - b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
    - (i) require any consent or approval not already obtained;
    - (ii) violate any Applicable Law presently in effect and having applicability to it;
    - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
    - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
    - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
  - c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with

its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Client that it has not been selected and upon return of the Bid Security by the Client.

9. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Institution.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED For

and on behalf of

MEMBER IN-CHARGE by:

[Signature]  
[Name]  
[Designation]  
[Address]

SIGNED, SEALED & DELIVERED For

and on behalf of

SECOND PART by:

[Signature]  
[Name]  
[Designation] [Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness] Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**APPENDIX-I**  
**TECHNICAL PROPOSAL**

**(FORM-1)**  
**Covering Letter**

(On Applicant's letter head)  
(Date and Reference)

To,  
Director (Health),  
Room No. 276, NITI Aayog,  
Sansad Marg, New Delhi-110001  
Telefax No. 23096792

Dear Sir,

**Subject: Preparation of a Panel of Firms for Data Validation Consultant (Infrastructure) and Data Validation Consultant (Social) for the Water, Healthcare and Education Sector for [Health] Division**

I, \_\_\_\_\_ (Applicant's name) herewith enclose the Technical Proposal for above.

I agree that this offer shall remain valid for a period of 90 (ninety) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Applicant)

Note: The Technical Proposal is to be submitted strictly as per forms given in the RFQ.

**(FORM-2)**  
**PARTICULARS OF THE APPLICANT**

1.1	<p><b>Title of Consultancy:</b> EMPANELMENT OF CONSULTANTS FOR REVIEW AND ANALYSIS OF KEY PERFORMANCE INDICATORS (KPI) IN SOCIAL AND INFRASTRUCTURE SECTOR</p>
1.2	<p><b>Title of Project:</b> EMPANELMENT OF CONSULTANTS FOR REVIEW AND ANALYSIS OF KEY PERFORMANCE INDICATORS (KPI) IN SOCIAL AND INFRASTRUCTURE SECTOR</p>
1.3	<p>State whether applying as Sole Firm or Lead Member of a consortium:</p> <ul style="list-style-type: none"> <li>• Sole Firm</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• Lead Member of a Consortium</li> </ul>
1.4	<p><b>State the following:</b></p> <p>Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address:</p> <p><b>Year of Incorporation:</b> Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(I) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information: (I) In case of non-Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address (es) in India.</p>

	<p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only? Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the authorized signatory) For and on behalf of .....</p>

**(FORM-3)**  
**PROPOSED METHODOLOGY AND WORK PLAN**

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

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

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

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

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

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



**(FORM-4)**

**TEAM COMPOSITION AND TASK ASSIGNMENTS**

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

2. Support staff (not to be evaluated)				
Name of staff and position assigned	Firm	Area of expertise	Educational Qualifications and Relevant Experience	Tasks assigned

**CURRICULUM VITAE (CV) OF KEY PERSONNEL**

1.	Proposed position	
2.	Name of firm	
3.	Name of staff	
4.	Date of birth	
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant Training since education degrees (under 5) were obtained]
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]

10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			

11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present
12.	Details of tasks assigned			
13.	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project:  Year:  Location:  Client:  Project Cost and Consultancy Fee:</p>		
		<p>Main project features:  Positions held:  Activities performed:</p>		
14.		<p>Name of assignment or project:  Year:  Location:  Client:  Project Cost and Consultancy Fee:  Main project features:  Positions held:  Activities performed:</p>		
15.	Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my Qualifications, and my experience. I understand that any willful misstatement described herein may lead to my Disqualification or dismissal, if engaged.</p>		

Signature	Signature
Date: [DD/MM/YYYY]	Date: [DD/MM/YYYY]
Name of staff member:	Name of Authorized Signatory:

Note:

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

**(FORM-5)**  
**ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL**

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Assignment:	
4.	Particulars	
5.	Name of Consulting Firm where employed:	
6.	Description of services performed by the Key Personnel (including designation):	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Assignment:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Key Personnel)		

**Notes:**

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

**(FORM-6)**

**ABSTRACT OF ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL<sup>§</sup>**

Name of Key Personnel:

Designation:

<b>Synod</b>	<b>Name of Assignment<sup>§</sup></b>	<b>Name of Client</b>	<b>Estimated capital cost of project (in Rs. cr./ US\$ million)</b>	<b>Name of firm for which the Key Personnel worked</b>	<b>Designation of the Key Personnel on the assignment</b>	<b>Date of completion of the assignment</b>	<b>Man days spent</b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

<sup>§</sup> Use Separate Form for each Key Personnel.

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

**(FORM-7)**

**ELIGIBLE ASSIGNMENTS OF FIRM<sup>\$</sup>**

Name of Firm:	
Name of the Assignment:	
Particulars	
Nature of Assignment (Regulatory Project/ Public Project)	
Description of services performed by the Firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. lakh or US\$ million):	
Payment received by the Firm as professional fees (in Rs. lakh) <sup>£</sup> :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

**Notes:**

1. Use separate sheet for each Eligible Assignment.
  2. Exchange rate should be taken as Rs. 65 per US \$ for converting to Rupees. As given in the RFQ.
- £ In the event that the Firm does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFQ. For example, it may state: "Above Rs. 5 (five) lakh" in respect of other Projects.

**ABSTRACT OF ELIGIBLE ASSIGNMENTS OF THE FIRM AND  
AREAS OF EXPERIENCE<sup>#</sup>**

Synod	Name of Assignment	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Payment <sup>\$\$</sup> of professional fees received by the Applicant (in Rs. crore)
(1) <sup>£</sup>	(2)	(3)	(4)	(5)
1				
2				
3				
4				

<sup>\$</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name.

<sup>\$\$</sup> Exchange rate for conversion of US \$ shall be as per RFQ

<sup>£</sup> The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Appendix-I.

**Certificate from the Statutory Auditor<sup>§</sup>**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

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

**(FORM-8)**  
**FINANCIAL CAPACITY OF THE FIRM**

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Revenue</b> <b>(Rs./US \$ in million)</b>
1.		
2.		
3.		

**Note:**

1. Please do not attach any printed Annual Financial Statement.
2. This form should be signed by the auditor of the Firm



**(FORM-1)**

**COVERING LETTER**

(On Applicant's letter head)  
(Date and Reference)

To,

Director (Health),  
Room No. 143, NITI Aayog,  
Sansad Marg, New Delhi-110001  
Telefax No. 23096618

Dear Sir,

Subject: **Preparation of a Panel of Firms for Data Validation Consultant (Infrastructure) and Data Validation Consultant (Social) for the Water, Healthcare and Education Sector for [Health] Division**

I, \_\_\_\_\_ (Applicant's name) herewith enclose the Financial Proposal for above.

I agree that this offer shall remain valid for a period of 90 (ninety) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Applicant)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFQ-cum-RFP.

**(FORM-2)**  
**FINANCIAL BID**

Bidder Name: .....

Bidder's Billing Address: .....

**Table: Detailed Bid Format**

**1. Manpower Estimations**

S. No.	Positions	Unit	Rate	Multiplication Factor	Total Cost
	(Experience as per Technical Evaluation Criteria)		(R)	(M)	(R x M)
1.	Project Director/ Team Leader	Man Months	A1	3	A.
2.	Project Manager	Man Months	B1	6	B.
3.	Consultant	Man Months	C1	12	C.
4.	Consultant -2	Man Months	D1	12	D.
5.	Executive		E1	6	E
					<b>GTV Cost =</b>
	<b>GRAND TOTAL (GTV)</b>				<b>A + B + C + D</b>

**Note**

- Minimum required qualification for the proposed resources shall be as per terms & conditions experience laid out as per Co
- Service Tax extra as applicable from time to time.
- Quoting **Zero or Misleading Rates** against any position above shall lead to rejection of bid and the bidder may be barred from bidding for NITI Aayog for a period of 3 years.
- The Rates should be quoted in **Indian rupees** only.
- The Consultants should quote for all the items in the above table.
- Man-months refers to number of working months in a project.
- Rates quoted above shall be applicable for either Infrastructure or Social Sector

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