

Pre-Bid queries for RFP for Development Support Services for States (DSSS) for Transforming Health Sector

Sl. No.	Pg. No.	Clause No.	Heading	Original Clause	Assumption/ Recommendation / Query / Clarification Required	NITI Aayog Response
1	2	1 (a)	Background	NITI Aayog would like to select States, for pilot implementation of this initiative that could potentially become role models in public healthcare. For this, it would like to package the development support service offering, share it with interested States and thereafter select 2-3 States through a structured process, which will be supported aspart of the programme.	<p>Query 1: The term interested states is very generic. How do the customers is going to arrive at which state (s) is/are interested? Are there any specifications to figure out and arrive at the term interested states?</p> <p>Query 2: The financial quote will vary significantly based on the number of states - please specify the exact number of states that need to be supported.</p>	<p>No change contemplated</p> <p>Refer to Addendum no. 2</p>
2	2	1 (c)	Background	NITI Aayog would like to put in place a structured programme for "Development Support Services for States - DSSS", with a vision to drive outcomes in critical social development areas such as Education and Health	As indicated in the RFP document, we understand the vision for DSSS is to improve critical social development areas, however does the DSSS for health envisage focus around any specific/ key areas like PPP, system strengthening, technology, healthcare delivery etc.?	Please refer to ToR
3	2	1 (d)	Background	"Build expertise within NITI Aayog"	Please enumerate the specific expertise/ capabilities that this project should build within NITI Aayog.	Please refer to ToR
4	2	1 (b)	State machinery	It would like to do this work in close collaboration with the State machinery	Requires more clarity on state machinery.	Please refer to Addendum no. 3
5	2	1 (e)	Build capability	A key focus is building capacity in the states to ensure continued evolution and success of the transformation programmes.	Is it build capability or build capacity? Requires clarification	No change contemplated
6		6.1	Submission of progress reports	The Consultant shall submit a monthly progress report and detailed time sheets in agreed	Submission of progress reports can be limited to 4 sub items. However, one should arrive at a detailed template with	No change contemplated

				formats to the Client and the concerned State Governments. The monthly progress report must include as a minimum (a) general description of the work performed in the preceding month (b) work plan for the next month and quarter (c) key issues and challenges facing the Assignment with action items (who, when, what) listed and (d) issues that need Client's or the State Government's attention and action.	approval from the customer and needs to follow the same. Also, the item "(b) work plan for the next month and quarter " requires correction as the work plan for the quarter cannot be repetitive in each month's progress report till the current quarter ends.	
7			Term "Associates" under qualification and competence of core team	Term not included under competence of core team	Associates Part of the core team to be factored under number of marks.	No change contemplated
8	8	1.2	Instruction to Applicants; Introduction	The Proposal will form the basis for contract signing with the selected Applicant/Consultant. The Consultant shall provide services in accordance with the Terms of Reference of this RFQ-cum-RFP (the "TOR").	Bidder requests modification: - The Proposal will form the basis for contract signing with the selected Applicant/Consultant. The Consultant shall provide services in accordance with material conformity with the Terms of Reference of this RFQ-cum-RFP (the "TOR").	No change contemplated
9	8	1.6	Instruction to Applicants; Introduction	Client requires that the selected Applicant/Consultant provides professional, objective, and impartial advice and at all times hold Client's and the concerned State Government's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Applicant/Consultant shall not accept or engage in any assignment that may place it in a position of not being	Bidder requests modification: - Client requires that the selected Applicant/Consultant provides professional, objective, and impartial advice and reasonably endeavor to at all times hold Client's and the concerned State Government's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Applicant/Consultant shall not accept or engage in any	No change contemplated

				able to carry out the assignment in the best interests of Client and the Project	assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project	
10		1.6 (1)	Acknowledgement by Applicant	acknowledged that it does not have a Conflict of Interest; and	Bidder Requests modification: - acknowledged that it does not have a Conflict of Interest; and	No change contemplated
11	9	1.8	Instruction to Applicants; Introduction	All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified	Bidder requests modification: - All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified.	No change contemplated
12	5	1.9	Termination	Termination of Contract: Client will have the right to terminate the contract by giving 30(thirty) days written notice. In the event of termination, the client will not be liable to pay any compensation whatsoever to the consultants. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant	Query1: Bidder requests modification: - Termination of Contract: Client & Consultant both will have the right to terminate the contract by giving 30(thirty) days written notice. In the event of termination, the client will not be liable to pay any compensation whatsoever to the consultants. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant. Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective Parties; and all amounts due for services and products delivered to Consultant up to the effective date of termination shall be immediately payable.	No change contemplated
					Query 2: <u>Will all payments up to the</u>	No change contemplated

					<u>date of termination be cleared by Niti Aayog?</u>	
13	7	3	Payment Schedule and Deliverables		Query 1: Can the applicant team size vary by phase? The key personnel / core team will be vary across phases (e.g., in phase-I, a much smaller team will be required at NITI Aayog)	Please refer to ToR
14	7	3	Payment Schedule and Deliverables	Formal engagement with States (including presentations, meetings, making briefing notes etc.) to market the DSSS value proposition to the concerned State governments	Query 1: Bidder requests clarification. Query 2: Please clarify the possible number of target states for marketing DSSS out of which 2-3 states are to be selected for pilot interventions.	Formal engagement with states shall be organized by NITI Aayog with the assistance of consultants at Delhi. Refer to Addendum no. 2
15	9	3	Payment Schedule and Deliverables	"For the purposes of payments under Phase-III the Authority would make the payments on a module basis the total fee would be divided by the number of modules"	Query 1: This incentivizes applicants to create thin roadmap with fewer modules, so that payments are linked to fewer deliverables - transformation projects often require systemic changes driven by multiple modules. Will Niti Aayog like to change module-linked payments in phase-III into quarterly payments?	No change contemplated
16	9	3	Payment Schedule and Deliverables	"...assuming an overall time of 2 years / 24 months for Phase III."	Can the time period for phase-III be more than 2 years? Additionally, does it need to be the same for all states or can it be different for each state, and dependent on the state's need?	Overall time period of the assignment is envisaged to be 3 years and timeline of respective phases have also been indicated in RFP.
17	9	4.0	Ownership of Document and Copyright	The study outputs shall remain the property of the Client and the concerned State Governments and shall not be used for any purpose other than that intended under these Terms of Reference without the prior	Bidder requests modification: - The study outputs shall remain the property of the Client and the concerned State Governments and shall not be used for any purpose other than that	Refer to Addendum no. 7

				<p>written permission of the Client. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Client and the concerned State Governments with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Client and the concerned State Governments.</p>	<p>intended under these Terms of Reference without the prior written permission of the Client. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Client and the concerned State Governments with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Client and the concerned State Governments.</p> <p>Request for the following to be added: -</p> <p><u>No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.</u></p>	
18	14	5.3	Bid Security	<p>The Client shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible on acceptance of the proposal of the successful applicant or when the selection process is cancelled by</p>	<p>Bidder requests modification: -</p> <p>The Client shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible <u>on the successful applicant being chosen by the Client</u></p>	No change contemplated

				Client	acceptance of the proposal of the successful applicant or when the selection process is cancelled by Client.	
19	14	5.4	Forfeiture of Bid Security	<p>The Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFQ-cum-RFP without prejudice to Client's any other right or remedy under the following conditions:</p> <p>(i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ-cum-RFP (including the Standard Form of Contract);</p> <p>(ii) Subject to the provisions of Clause 7.18, if any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ-cum-RFP and as extended by the Applicant from time to time,</p> <p>(iii) In the case of the Successful Applicant, if the Successful Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or</p> <p>(iv) If the Applicant commits any breach of terms of this RFQ-cum-RFP or is found to have made a false representation to Client.</p>	<p>Bidder requests modification: -</p> <p>The Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFQ-cum-RFP without prejudice to Client's any other right or remedy under the following conditions:</p> <p>(i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ-cum-RFP (including the Standard Form of Contract);</p> <p>(ii) Subject to the provisions of Clause 7.18, if any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ-cum-RFP and as extended by the Applicant from time to time,</p> <p>(iii) In the case of the Successful Applicant, if the Successful Applicant fails, <u>without reasonable cause</u>, to sign the contract or provide the Performance Security within the specified time limit, or</p> <p>(iv) If the Applicant commits any breach of terms of this RFQ-cum-RFP or is found to have made a false representation to Client.</p>	No change contemplated
20	10	5.5	PBG	Performance Security equivalent to the amount indicated in this RFQ-cum-RFP shall be furnished before signing of the contract in form of a	<p>Bidder requests modification: --</p> <p>Performance Security equivalent to the amount indicated in this RFQ-cum-RFP shall be furnished <u>within fifteen (15)</u></p>	No change contemplated

				Bank Guarantee substantially in the form (Annexure A) specified in the RFQ-cum-RFP contract.	<u>days of the execution of the contract between the parties</u> before signing of the contract in form of a Bank Guarantee substantially in the form (Annexure A) specified in the RFQ-cum-RFP contract.	
21	10	5.6	Retaining PBG	For the successful Applicant the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (One Hundred Eighty) days after the completion of the assignment	Bidder requests modification: -- For the successful Applicant the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released <u>thirty (30) days</u> 180 (One Hundred Eighty) days after the completion of the assignment	No change contemplated
22	12	6.7	Eligibility of Applicants	An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.	Bidder requests modification: -- An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.	No change contemplated
23	12	6.9 (vii)	Eligibility of Applicants	Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia: a) clearly outline the proposed roles and responsibilities, if any, of each member; b) include a statement to the effect	Bidder requests modification: - : - Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia: a) clearly outline the proposed roles and responsibilities, if any, of each member; b) include a statement to the effect that all members of the Consortium shall be	No change contemplated

				that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;	liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;	
24	14	7.3 (i)	Preparation of Proposal	The Key Personnel must be permanent and full time employee(s) of the firm	Would it be acceptable if independent consultants are proposed for some of the key personnel/core positions with an undertaking to have him/her as a full time employee after the contract is awarded?	No Change contemplated
25	14	7.3 (ix)	Preparation of Proposal	"Client certifications / work order / certificate from the statutory auditor for the projects listed under the experience section"	For other Gol proposals, we have always submitted CA certificates as proof of work – please confirm that these are admissible.	No change contemplated
26	16	7.7 (v)	Preparation of Proposal	An undertaking that the members of the JV are jointly and severally liable to the Client for the performance of the services; and	Bidder requests modification: -: An undertaking that the members of the JV are solely and individually jointly and severally liable to the Client for the performance of their services; and	No change contemplated
27	16	7.8	Preparation of Proposal	The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and several liabilities of the Members.	Bidder requests modification: -: The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and several liabilities of the Members.	No change contemplated
28	16	7.12 (v)	Preparation of Proposal	The CV shall as per the prescribed format and shall be maximum of 6 single sided pages (3 sheets double sided) for each Key Professional. In addition, a one page executive summary shall be provided. In the event any averment made in the CV of a proposed staff is incorrect, such person shall be liable to be debarred for any future assignment of Client for a period of three (3) years. The award of the consultancy to the	Query 1: Bidder requests modification: -: The CV shall as per the prescribed format and shall be maximum of 6 single sided pages (3 sheets double sided) for each Key Professional. In addition, a one page executive summary shall be provided. In the event any averment made in the CV of a proposed staff is materially incorrect, such person shall be liable to be debarred for any future	No change contemplated

				<p>Applicant may also be liable to cancellation in such an event. Each page of the CV must be signed in original by the Authorised Representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both Authorised Representative and the Key Personnel shall be required</p>	<p>assignment of Client for a period of three (3) years. The award of the consultancy to the Applicant may also be liable to cancellation in such an event. Each page of the CV must be signed in original by the Authorised Representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both Authorised Representative and the Key Personnel shall be required</p> <p>Query 2: Please confirm the page limit of each CV. Form 3M says 10 pages and on page 16 of the RFP, it is mentioned 6 pages. Could you please confirm, if the maximum page limit is 6 pages or 10 pages?</p>	<p>Refer to Addendum no. 4</p>
29	17	7.12 (viii)	Preparation of Proposal	<p>Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.</p>	<p>Bidder requests modification: -</p> <p>Failure to materially comply with or provide the above listed items in the Technical Proposal may result in disqualification.</p>	<p>No change contemplated</p>
30	17	7.13 (4)	Taxes and Duties	<p>The Financial Proposal shall be inclusive of all the costs including all applicable taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the Financial Proposal should be prepared in INR. In submitting the Financial Proposal, the Consultant. All payments to the Consultant shall be subjected to deduction of taxes at source as per applicable laws</p>	<p>The Financial Proposal shall be inclusive of all the costs including all applicable taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the Financial Proposal should be prepared in INR. In submitting the Financial Proposal, the Consultant. All payments to the Consultant shall be subjected to deduction of taxes at source as per applicable laws. <u>The fees chargeable by the firm are stated exclusive of all taxes, duties and levies imposed by any government body. Company shall be liable and will pay for all applicable tax liabilities such as</u></p>	<p>No change contemplated</p>

					<u>sales, services, use or value added taxes, but specifically excluding employment related taxes concerning firm personnel and corporate taxes based on firm's net income. If Company claims exemption from any taxes resulting from this Agreement, then Company will promptly provide with the relevant documentation to avail of such exemption including required certificates, if any, from the relevant taxing authorities.</u>	
31	17	7.18	Preparation of Proposal	<p>The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the Applicant is expected to keep available the Key Professional proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the Proposals, it may ask the Consultants to extend the validity of their Proposals for a stated period. The Consultant must identify in the Proposal, the names of the Key Professional members who may be at risk of losing if the validity period is extended by up to 3 months. Consultants, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals. The Client will return the bid security deposits of the Applicants who do not extend the period of validity of their Proposals and wish to withdraw.</p>	<p>The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the Applicant is expected to keep available the Key Professional proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the Proposals, it may ask the Consultants to extend the validity of their Proposals for a stated period. <u>Any extension further will be on mutual consultation with the client & consultant with an agreed amount for each manpower used for the respective time period</u> .The Consultant must identify in the Proposal, the names of the Key Professional members who may be at risk of losing if the validity period is extended by up to 3 months. Consultants, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals. The Client will return the bid security deposits of the Applicants who do not extend the period of validity of their Proposals and wish to withdraw.</p>	No change contemplated
32	20	9.2 (vii)	Proposal Evaluation	A Proposal will be considered responsive at each stage only if: -	Bidder requests modification: -	No change contemplated

				vii) it does not contain any condition or qualification; and	- A Proposal will be considered responsive at each stage only if: - vii) it does not contain any condition or qualification <u>except for the deviations submitted forming an integral part of the Bid;</u> and	
33	21, 22	9.4 & 9.5.4	Minimum qualification criteria And Technical evaluation criteria		<p>Query 1: The current weightage system incentivizes clients who have done multiple projects, even if they are of smaller size and no/low impact. To show success in statewide transformation, the applicant must have experience working on projects spanning more than 1,000 PHCs / SHCs and have demonstrated impact - which in the case of health is improvement in utilization (e.g. OPD / Delivery load) and quality care metrics (e.g. ANC Coverage). We hence request Niti Aayog to change this minimum qualification criteria and technical evaluation criteria accordingly</p> <p>Query 2: A feasibility study does not lead to impact or improvement in quality metrics. Any good transformation roadmap, will be developed based on a detailed system diagnostic to assess the need for interventions for (1) system strengthening and (2) quality improvement. Feasibility studies rely on pilots that are often designed to succeed in a limited number of PHCs and do not have the inherent characteristics required for a program to operate at scale. We would advise Niti Aayog to instead assign weightage to criteria for applicants who have successfully implemented programs directly at scale.</p>	<p>No change contemplated</p> <p>No change contemplated</p>

34	22	9.5.4	Technical Evaluation	While awarding marks for the number of eligible assignments, the Applicant, 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 Applicants shall be entitled to a proportionate score.	<p>Query 1: The current weightage system</p> <p>Query 2: We will advise Niti Aayog to allocate marks to projects that have shown impact – e.g., shown an improvement in utilization of centers, quality of care delivered, etc.</p>	<p>No change contemplated</p> <p>No change contemplated</p>
35	25	11.2	Award of Contract	Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure A of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and be released 180 (One Hundred Eighty) Days after the completion of the assignment	<p>Bidder requests modification: -</p> <p>Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure A of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and be released within thirty (30) days 180 (One Hundred Eighty) Days after the completion of the assignment</p>	No change contemplated
36	25	11.3	Award of Contract	After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30(thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.	<p>Bidder requests modification: -</p> <p>After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30(thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.</p>	No change contemplated
37	25	11.4	Commencement of	The Successful Applicant/ Consultant is expected to commence the	Bidder requests modification: -	No change contemplated

					<p>As the overall goal of the RFP is very broad and the objectives can be achieved via various routes like economic development, population control, strengthening healthcare delivery, social security and social protection etc. Therefore defining specific objectives of this goal will define the scope of work.</p> <p>Given the wide disparity in terms of areas of interventions and resultant improvements in the public health scenario where a particular intervention working for a state may not translate to similar outcomes in other states it's important to outline the set of indicators/goals.</p> <p>Query 3: Assuming the wide scope of the Terms of Reference it's suggested to include experts in the area of Monitoring & Evaluation (M&E), Health Communication and Health IT as a part of the Resource Pool.</p> <p>M&E expert would be required to assess the effectiveness of the pilot interventions and suggestive changes for pan India rollout.</p> <p>Health Communication expert would be required to lead the advocacy and communication strategies, researching and analysing the contributions of mass communication to behaviour change and policy during the pilot and rollout phases</p> <p>Given the role of technology/IT is health capacity building, Project Monitoring its important that the team should include a Health IT Expert.</p>	No change contemplated
39	32	Annexure 2: Team Composition	"Key Personnel / Core Team: 4 Financial		In our experience working in Public Health Transformation, the need for extensive financial modeling is low. Managing program budgets, etc. can be supported by associates who may	No change contemplated

			Expert (1)"		not necessarily be financial experts. In the public health context, having health sector experts, specially associates who have worked in rural / public health, is a more relevant skill. Hence, is the financial expert a mandatory requirement or can we replace that with a health expert?	
40		Annexure 2:	Team Composition	"Key Personnel / Core Team"	<p>Query 1: Working on public sector transformation requires not just robust management and economics education but also public administration and public policy education. We hence request Niti Aayog to expand education qualification to also include bachelors and master's degrees in public policy, law and public administration.</p> <p>Query 2: Based on project requirements, we would request that qualifications such as Chartered Accountant, Masters in Public Health etc. should also be added as acceptable Educational qualifications. Kindly confirm?</p>	<p>Refer to Addendum no. 8</p> <p>Refer to Addendum no. 8</p>
41	30	Annexure 2:	Team Composition	"Evaluation Criteria for the Key Personnel"	Weightage to education and overall professional experience should be higher.	No change contemplated
42	30	Annexure 2:	Team Composition	"Evaluation Criteria for the Key Personnel"	Please can you clarify the important and relevance of "Training and Publications" as a criteria for evaluating key personnel? Is this required for all staff or only the project leadership? Which publications qualify as eligible publications?	Please refer to Annexure 2.1
43	32			Associate: Bachelor Degree in Business Administration/Economics/Commerce/Engineering from a reputed and recognized University or Institution	<p>Query 1: This position has recommended for personnel with 5 years' experience and a Bachelor's degree in various streams.</p> <p>Based on project requirements, we would request that personnel with a</p>	No change contemplated

					<p>master's degree and 3 years of experience should also be added as acceptable personnel for this role. Kindly confirm?</p> <p>Query 2: Based on project requirements, we would request that Bachelor's degree in Public Health/Medicine/Other associated Healthcare degrees as a qualification should also be added as acceptable Educational qualifications. Kindly confirm?</p>	Refer to Addendum no. 8
44	32		Key Personnel/Core Team	Financial Expert Minimum 7 years of experience in financial modelling	We would request if there is a possibility to reduce the minimum experience requirement from 7 years to 5 years for this position? Kindly confirm.	No Change contemplated
45	39	Form 3B		"Contract (in INR crore"	Many of our clients have a confidentiality clause w.r.t. disclosing their paid fees - in these cases, can we indicate confidential?	Refer to Addendum no. 5
46	39	Form 3B		"Narrative description of project (highlight project capital cost in the narration)"	In public system transformation projects, specially in social impact sectors such as health, the program is led within the departments, using their own and existing funds to strengthen / transform their system and deliver impact to the public. Hence, there is no additional capital cost. In such examples, we will not have large capital costs to mention. Is that ok?	Yes, it is acceptable.
47	39	Form 3B			We will also like to highlight the outcomes our work has achieved and the impact we have had on government systems and the delivery of their service. Can this section be included in Form 3B?	Yes, you may highlight
48	58	Form 3M		"CV of proposed staff"	While we will provide an exhaustive set of staff CVs, the personnel who will be staffed on the project will be determined by their availability at the time the project starts. In case of any changes,	Please refer to Annexure 2.

					we will seek formal approval from the client and will ensure that the changed staff meet the required criteria.	
49	63	Form 4C		"Breakdown of the Total Consultancy Fee"	As a private organization, we do not disclose the salary paid to our staff - is form 4C "breakdown of total consultancy fee" a compulsory document to submit?	The average monthly rate is not only the salary but rather it includes the entire costs of the consultants that may include manpower, Out of Pocket expenses, TA/DA, etc.
50		Section 9 (Terms of Reference Phase II)		Baseline understanding - Healthcare outcome metrics	A. Is the baselining restricted to only RMNCHA, CDs, NCDs or can we consider other disease categories? B. Can we take an independent view on prioritizing the disease categories? (e.g. taking a prevalence lens v/s a mortality lens) C. Do we have flexibility to define the outcome metrics in each disease category? D. Can we introduce new metrics to gauge coverage of healthcare (e.g. 4 ANC, PNC, IUCD coverage etc.)? E. Can we suggest different category of outcome metrics (e.g. patient satisfaction)?	Refer to the ToR as given on p.65 for RFP
51		Section 9 (TOR Phase II)		Baseline understanding – Input factors	A. Does infrastructure quality also cover availability of necessary infrastructure? B. Can we consider availability and attendance of clinical support staff such as pharmacists, lab technicians, LHVs etc.?	Please refer to ToR
52		Section 9 (TOR Phase II)		Baseline understanding - Systemic factors	A. Can we look at availability of different MIS systems and the extent of integration? B. Reporting er– Can we look at the quality of self reported data?	Consultants may use their professional judgement while undertaking the diagnostic and devising the required transformation roadmap.
53		Section 9 (TOR Phase II)		Baseline– Demand side understanding	No mention of demand side understanding in the baseline. Is it out of scope?	The items included in the list are indicative and the consultants are expected to assess the situation in a

						holistic manner.
54		Section 9 (TOR Phase II)		Initiatives undertaken by state	What does sectoral quality improvement mean? Should this be linked to the outcome metrics defined in the baseline?	Please refer to ToR which talks about sectoral output quality improvement.
55	65	Section 9 (TOR Phase II)		Benchmark	Should we restrict benchmarking to only quality initiatives or can we explore access improvement and spend reduction initiatives too?	Please refer to ToR
56	68	Section 5	Terms of Reference	Create best practice docket on "large-scale transformation in school education" that can be disseminated to States that are not part of the DSSS; refresh on an annual basis	Bidder requests modification: - Create best acceptable practice docket on "large-scale transformation in school education" that can be disseminated to States that are not part of the DSSS; refresh on an annual basis	No change contemplated
57	64		Terms of Reference	Prepare marketing collateral on NITI Aayog's development support services initiative to Solicit interest from states. For this activity, NITI Aayog will share details of requisite background information and broader intent of this initiative	We understand that the background information and broader intent of this initiative will be shared to prepare marketing collateral on Niti Ayog. Would it be possible to share some of this background information now to have a better understanding of this initiative?	Information Memorandum to the initiative for the DSSS for Health Care is available on the website.
58	72	6.1.1	Definitions - Applicable Law	"Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time	Bidder requests modification: - "Applicable Law" means the all applicable laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time	No change contemplated
59	74	6.1.7.1.2	Taxes and Duties	6.1.7.1.2 any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract	Bidder requests modification: - 6.1.7.1.2 any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible	No change contemplated

					under this Contract	
60	75	6.3.1	Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SC.	Bidder requests modification: - This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SC.	No change contemplated
61	76	6.4.1	Termination	By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause: a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof; e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client; f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or	Bidder requests modification: - By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) days days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause: a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing d) within thirty (30) ninety (90) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings and left unchallenged by the Consultant, pursuant to relevant clauses hereof; e) within thirty (30) days, if the Consultant submits intentionally to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client; f) within thirty (30) days, if the	No change contemplated

				Fraudulent Practices in competing for or in executing the Contract;	Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;	
62	76	6.4.2	Termination By Consultants	a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty (60) days after receiving written notice from the Consultants that such payment is overdue	Bidder requests modification: - a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty (60) fifteen (15) days after receiving written notice from the Consultants that such payment is overdue Bidder requests modification: - a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty days (60) fifteen (15) days after receiving written notice from the Consultants that such payment is overdue ;	No change contemplated No change contemplated
63	77	6.4.3	Cessation of Rights and Obligations	Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 11.2 and (v) any right which a Party may have under	Bidder requests modification: - Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) <u>Until one (1) year post termination, the Consultant's obligation to permit, after being served a prior notice period of thirty (30) days,</u>	No change contemplated

				the Applicable Law.	inspection, copying and auditing of their accounts and records, <u>provided such an audit shall only be conducted only once a year. However, it stands clarified that internal cost records and pricing data shall be kept outside the purview of the Audit. It is further clarified that the conduct of audit shall be under execution of a mutually agreeable confidentiality agreement.</u> (iv) the rights of indemnity of the Client specified in clause 11.2 and (v) any right which a Party may have under the Applicable Law.	
64	77	6.4.5 (b)	Payments upon Termination	b) If the Contract is terminated pursuant to Clause 6.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.	Bidder requests modification: - b) If the Contract is terminated pursuant to Clause 6.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments after termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date. Request for the following to be added: - <u>In the event of termination by Client, the Bidder shall be paid for the:</u> <u>1. goods delivered</u>	No change contemplated

					<u>2. services rendered</u> <u>3. work in progress</u> <u>4. unpaid AMCs</u> <u>5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts</u> <u>5. unrecovered investments shall be paid by Client as per termination schedule till the effective date of termination.</u>	
65	78	6.5.2.3	Non Compete	<p>The Consultants agree that, during the term of this Contract and at any time within a period of Two (2) years after its expiry or termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing (directly or indirectly) goods, works or services (other than the Services and any continuation thereof) for the project or any project resulting from or closely related to the Services.</p>	<p>Bidder requests modification: -</p> <p>The Consultants agree that, during the term of this Contract and at any time within a period of Two (2) years after its expiry or termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing similar (directly or indirectly) goods, works or services (other than the Services and any continuation thereof) for the project or any project resulting from or closely related to the Services.</p>	No change contemplated
66	78	6.5.2.4	Prohibition of Conflicting Activities	<p>Neither the Consultants nor their Affiliates/Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities: a) during the term of this Contract and after its expiry or termination of Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract or any other contract entered into by the Client.</p>	<p>Bidder requests modification: -</p> <p>Neither the Consultants nor their Affiliates/Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities: a) during the term of this Contract and after its expiry or termination of Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract or any other contract entered into by the Client.</p>	No change contemplated
67	78	6.5.3	Confidentiality	<p>The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during</p>	<p>Bidder requests modification: -</p> <p>The Consultants, their Sub-consultants,</p>	No change contemplated

				the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.	and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.	
68	78	6.5.4	Consultant's actions requiring prior approval of the Client	a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.	Bidder requests modification: - a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.	
69	79	6.5.7	Liability	Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with	Bidder requests deletion: - Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services,	No change contemplated

			<p>respect to damage caused by the Consultants to the Client's or concerned state governments property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>the consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the consultants hereunder, or (B) the proceeds the consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the consultants' liability, if any, for damage to third parties caused by the consultants or any person or firm acting on behalf of the consultants in carrying out the Services.</p> <p>Query 2: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this contract shall be as provided by the Applicable Law. The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement. The Consultant shall not be liable, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement.</p>	<p>No change contemplated</p>
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70	79	6.6.1.1	Description of Personnel	<p>The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team and resource pool are described in this contract. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed.</p>	<p>The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team and resource pool are described in this contract. <u>If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed.</u></p> <p><u>Underlined para not clear. Please explain.</u></p>	No change contemplated
71	79	6.6.2	Removal and/or Replacement of Key Personnel	<p>a) Since this is a long term contract some staff turnover in the core team and resource pool is normal. The Consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the consultants control, the consultant will be allowed to fill the critical vacancy for temporary periods up to 3 months but only with Authority approval and assessment that the replacement personnel is of equivalent qualifications. The remuneration payable for such temporary personnel shall not exceed 90% of the remuneration which would have been payable for the personnel replaced, for the remaining period. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays.</p>	<p>Bidder requests modification: -</p> <p>a) Since this is a long term contract some staff turnover in the core team and resource pool is normal. The Consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the consultants control, the consultant will be allowed to fill the critical vacancy for temporary periods up to 3 months but only with Authority approval and assessment that the replacement personnel is of equivalent qualifications. The remuneration payable for such temporary personnel shall not exceed 90% of the remuneration which would have been payable for the personnel replaced, for the remaining period. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays.</p>	No change contemplated

				<p>(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure shall remain same as that of the personnel replaced. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.</p>	<p>(b) If the Client finds that any of the Personnel have</p> <p>(i) <u>are prima facie guilty of any corrupt or fraudulent act committed serious misconduct or has been charged with having committed a criminal action, or</u></p> <p>(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,</p> <p>then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure shall remain same as that of the personnel replaced. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.</p>	
72	80	6.8.4	Price Revision	The Consultant will not be entitled for any price revision on account of any reason whatsoever	Bidder requests modification: -	No change contemplated
					<u>Subject to any agreement to the contrary between the Client and Consultant,</u> the Consultant will not be entitled for any price revision on account of any reason whatsoever	
72	81	6.10	Responsibiliti	8.10.1.1 The Consultant shall be	Bidder requests modification: -	No change contemplated

			<p>es of Accuracy of Project Documents</p> <p>responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.</p> <p>6.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.</p>	<p>8.10.1.1 The Consultant shall be reasonably responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.</p> <p>6.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.</p>	
73	81	6.11	<p>Liquidated Damages</p> <p>If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.</p>	<p>Bidder requests modification: -</p> <p>If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the value of the undelivered services contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the value of undelivered services total contract</p>	No change contemplated

					fees. <u>This shall be the sole and exclusive remedy available to the Client.</u>	
74	81	6.12.1 (h)	Warranties, Representations and Disclaimer	no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to State a material fact necessary to make such representation or warranty not misleading;	Bidder requests modification of the clause: - no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains, <u>to the best of his knowledge,</u> or will contain any untrue statement of material fact or omits or will omit to State a material fact necessary to make such representation or warranty not misleading;	No change contemplated
75	82	6.13.1 (a)	Assignment	The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.	Bidder requests modification: - The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, <u>which shall not be unreasonably withheld.</u> the Client will be entitled to decline without assigning any reason whatsoever.	No change contemplated
76	82	6.13.2	Indemnity	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of	Bidder requests modification: - The Consultant agrees to indemnify and hold harmless the Client from and against any and all <u>third party</u> claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including <u>reasonable</u> interest, penalties, attorneys' fees) and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof;	No change contemplated

			<p>the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;</p> <p>(c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter").</p> <p>As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>	<p>(b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;</p> <p>(c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter").</p> <p>As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p> <p>Query 2: Subject to the terms mentioned in the SC, the Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, finesfees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any</p>	<p>No change contemplated</p>
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					obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client.	
77	83	6.13.5	Survival Clause	Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination	Bidde requests modification: - Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination	No change contemplated
78	84	6.5.7	Limitation of Liability	a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's or concerned State governments property, shall not be liable to the Client: i) for any indirect or consequential loss or damage; and ii) For any direct loss or damage that exceeds	Bidder requests modification: - a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's or concerned State governments property, shall not be liable to the Client: i) for any indirect or consequential loss or damage; and ii) For any direct loss or damage that exceeds the annual payments	No change contemplated

				<p>(i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or</p> <p>(ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p><u>received or to be received by the Consultant.</u></p> <p>(i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or</p> <p>(ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p> <p>Query 2: a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be</p>	<p>No change contemplated</p>
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					made to the consultants hereunder, or (B) the proceeds the consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (A) or (B) is higher. (b) This limitation of liability shall not affect the consultants' liability, if any, for damage to third parties caused by the consultants or any person or firm acting on behalf of the consultants in carrying out the Services.	
79		6.4	Release of Payments	Client will try to release the payment within 30 days of receipt of the invoice and within 60 days in the case of the final payment on attainment of the deliverable as listed in Section 2, Clause 3.0 of RFP.	Bidder requests modification: - <u>All invoices raised shall be payable within 15 days from the date of invoice. All invoices shall be deemed to be accepted unless disputed within 7 days from the date of receipt of invoice.</u> <u>If Customer fails to pay the fees and other payments within the stipulated time, it shall be liable to pay interest at 1.5% per month on such amount of fees and payments that have become due.</u>	No change contemplated
80	85	6.1.1 (n)	Performance Security	The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdown by the Client in accordance with the provisions hereof, be released by the Client within a period of 180 (One	Bidder requests modification: - The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdown by the Client in accordance with the provisions hereof, be released	No change contemplated

				Hundred Eighty) Days from the date of submission of the last deliverable under this Contract.	by the Client <u>within a period of thirty (30) days</u> 180 (One Hundred Eighty) Days from the date of submission of the last deliverable under this Contract.	
81	72	6.1.1 (n)	Performance Security	<p>The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:</p> <p>a) the Consultant becomes liable to pay liquidated damages; b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 6.4.1 of the GCC; c) any material breach of the terms hereof; and/or d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract</p>	<p>Bidder requests modification: -</p> <p>The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:</p> <p>a) the Consultant becomes liable to pay liquidated damages; b) occurrence of any of the events listed in sub-clauses (a) (e) and through (f) of Clause 6.4.1 of the GCC; c) any material breach of the terms hereof; and/or d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract</p>	No change contemplated
82			Savings Clause	clause	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Client's omissions or actions whatsoever.	No change contemplated
83			Change Orders	Request to add the clause	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional	No change contemplated

84			Exceptions to Indemnity	Request to add the clause	<p>services.</p> <p>Exceptions to Indemnity (a) Bidder shall not have any liability to Client under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Client where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Client; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for Client the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</p>	No change contemplated
85			Non-hire	Request to add the clause	<p>During the term of this Agreement and for a period of one year thereafter Client shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the Client agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity</p>	No change contemplated

86	14	7.3 (i)	Preparation of Proposal	(i) The Key Personnel must be permanent and full time employee(s) of the firm.	Query 1: The assignment require subject matter expert to be deployed for this project for a duration of more than 1 year. The general trend in the industry is that the subject matter expert prefer to be engaged as contractual whenever there is requirement as its give them the facility to get associated to the firm having better opportunities. Thus we request you to remove this clause or include contractual resources.	No change contemplated
87	14	7.3 (ii)	Preparation of Proposal	The Applicant is to ensure that the time allocated for the proposed Key Personnel does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the Key Personnel.	Bidder requests clarification: - The terms do mention that the key personnel would be available for the duration of the project but the project itself is divided in Phases 1, 2, 3 respectively. The gap between the phases is not given as of now. Can the key personnel work on other projects if there is a significant gap between the phases? A bit more clarity is needed on this.	Please refer to the clarification note at the end of the table.
88	14	7.3 (v)	Preparation of Proposal	The Key Personnel shall remain available for the period as indicated in the RFQ-cum-RFP Document.	Bidder requests clarification: - The terms do mention that the key personnel would be available for the duration of the project but the project itself is divided in Phases 1, 2, 3 respectively. The gap between the phases is not given as of now. Can the key personnel work on other projects if there is a significant gap between the phases? A bit more clarity is needed on this. Very ambiguous. It should be objective with the number of case studies being given beforehand.	Please refer to the clarification note at the end of the table.
89	14	7.3 (vi)	Preparation of Proposal	No alternative proposal for any Key Personnel shall be made and only one CV for each position shall be furnished.		Question not clear.

90		5- Phase I	Shortlist states	Shortlist States (up to 3 across various states) and define & formalize the contours of engagement between NITI Aayog and States (expected 5 months)	Please explain the criteria for shortlisting states	No change contemplated
91	21	9.4	Minimum Qualification Criteria A	Over the last five (5) years, the lead company should have directly or as a lead member of consortium provided advisory assistance in India on large-scale assignments/ programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 1 crore for each project	<p>Query 1: Bidder Requests to Modify the clause as below:</p> <p>“Over the last five (5) years, the lead company should have directly or as a lead member of consortium provided advisory assistance in India on large-scale assignments/ programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, Agriculture, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 1 crore for each project”</p> <p>Query 2: Bidderrequests to Modify the clause as below:</p> <p>“ Over the last five (5) years, the lead company should have directly or as a lead member of consortium provided advisory assistance in India on large-scale assignments/ programmes for government agency or multilateral agencies with a minimum fee of INR 1 crore for each project”</p> <p>Considering the fact that not much projects have been undertaken in India of similar nature in health sector where consulting requirement have been sought for transformation of health sector; we thus request you not to ask</p>	<p>No change contemplated</p> <p>No change contemplated</p>

				<p>for sector specific experience. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only.</p> <p>Query 3: Request you to also consider public healthcare schemes related transformational projects in public healthcare category as the impact of the project in terms of benefit to the population and service delivery is remarkable.</p>	No change contemplated	
92	21		<p>Minimum Qualification Criteria B</p>	<p>Over the last five (5) years, the lead company or any member of the Consortium should have provided advisory services to a government or a government agency in India within public healthcare sector related to:</p> <p>i. At least one project involving large-scale transformation/ business process re-engineering/policy reforms/undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs. 50 lakhs; OR</p> <p>ii. At least one project involving assistance to the client in implementation of projects/ interventions/ policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 50 lakhs</p>	<p>Bidder requests to Modify the clause as below:</p> <p>“Over the last five (5) years, the lead company or any member of the Consortium should have provided advisory services to a government or a government agency in India related to:</p> <p>i. At least one project involving large-scale transformation/ business process re-engineering/policy reforms/undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs. 50 lakhs; OR</p> <p>ii. At least one project involving assistance to the client in implementation of projects/ interventions/ policy initiatives through setting up a Project</p>	No change contemplated

					<p>Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 50 lakhs”</p> <p>Considering the fact that not much projects have been undertaken in India of similar nature in health sector where consulting requirement have been sought for transformation of health sector; we thus request you not to ask for sector specific experience. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only.</p>	
93	23	9.5 (A1)	Technical Evaluation	<p>Experience in large-scale government transformation projects</p> <p>Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/ programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.</p>	<p>Query 1: Bidder Requests to Modify the clause as below:</p> <p>“Experience in large-scale government transformation projects</p> <p>Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/ programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, , Agriculture, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.”</p> <p>Query 2: Bidder Requests to Modify the clause as below:</p>	<p>No change contemplated</p> <p>No change contemplated</p>

					<p>“Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/programmes for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.”</p> <p>Considering the fact that not much projects have been undertaken in India of similar nature in health sector where consulting requirement have been sought for transformation of health sector; we thus request you not to ask for sector specific experience. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only.</p>	
94	23	9.5.4	<p>Technical Evaluation Criteria: A2 Experience in transformation/business process re-engineering /policy reforms</p>	<p>Over the last five (5) years, the Applicant should have provided advisory services, to a government or a government agency within public healthcare sector, related to:</p> <p>i. Large-scale transformation/ business process re-engineering / policy reforms/undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs. 25 lakhs. OR</p> <p>ii. Assistance to the client in implementation of projects/interventions/policy initiatives through setting up a Project Management Office (PMO) or a</p>	<p>Bidder Requests to Modify the clause as below:</p> <p>“Over the last five (5) years, the Applicant should have provided advisory services, to a government or a government agency related to:</p> <p>i. Large-scale transformation/ business process re-engineering / policy reforms/undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs. 25 lakhs.</p> <p>OR</p> <p>ii. Assistance to the client in</p>	No change contemplated

			Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 25 lakhs.	<p>implementation of projects / interventions / policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 25 lakhs.”</p> <p>Considering the fact that not much projects have been undertaken in India of similar nature in health sector where consulting requirement have been sought for transformation of health sector; we thus request you not to ask for sector specific experience. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only.</p> <p>As per general trend of technical evaluation criteria in RFP’s it is preferred to have past experience order values of either similar or higher then minimum eligibility criteria where in this RFP it’s been reduced to 50% of the value. Requesting for an clarification or change in the clause as “minimum fee of INR 50 lakhs for each project.”</p>	
95		Key Personnel / Core Team		Kindly clarify if the Associates (At least 2 per state) are to be deployed for shortlisted pilot states only (which may be 2-3 states) or for each state at the time of soliciting interest	Although associates are required for the entire project period, however, specific minimum two associates per states are

					from all states before shortlisting the states for pilot interventions	required only for the shortlisted 3 states particularly for the Phase III.
96	34		Qualification and Competence of Core Team	Marks for the Team	Given the technical nature of the project we suggest that the Technical Resource pool should be given relative marks as in case of the core team which currently carries 60 marks.	No change contemplated
97	30		Annexure 2: Team Composition	Consultant shall ensure that services of the core team are provided full time for the contractual period.	We understand that the core team has to be available full time for the project. Please clarify if the core team has to work as PMU from the Authority's office. If yes, please provide the duration for same.	Refer to Addendum no. 11
98	30		Annexure 2: Team Composition	The Consultant would be expected to deploy its staff as part of the PMU/PMO at the concerned State Governments level an appropriate team consisting of professionals as per the requirements mentioned.	Please clarify what would be the role of Core team and State PMO team?	Please refer to ToR
99	30		Resource Pool	Minimum Required Experience and Expertise of proposed Core Team and Resource Pool	Please clarify if we need to submit the CVs for Resource pool as well.	C.V. of resource pool is required to be submitted
100	32		Business Process Reengineering / Business Transformation Expert (1)	Educational Qualification : Master Degree in Business Administration / Economics from a reputed and recognized University or Institution	Would request you to modify as: Master Degree in Business Administration / Economics / Ph. D in Management or equivalent from a reputed and recognized University or Institution.	Refer to Addendum no. 8
101	33		Capacity Building and Training Expert	Advanced degree in social sciences from reputed and recognized university or institution.	Please clarify the need for a Capacity Building expert to have a degree in Social Science. Request you to modify as: Advanced degree in social sciences / MBA or equivalent.	Refer to Addendum no. 9

102	33		Key Personnel/ Core Team	Project Director/Team Leader - Minimum 20 years of professional experience in advisory/consulting	Would request you to consider the TL with minimum 15 years of professional experience in advisory/consulting.	No Change contemplated
103	68		General	Out of pocket (OPE) expenses	We would request you to consider additional payments for overheads on actual basis as it is difficult to estimate the number of States to be travelled at this stage.	No Change contemplated
104	30		Annexure 2: Team Composition	General	Please clarify if the same team members can be proposed for both Education and Health Sector DSSS RFPs. OR Please suggest if the timelines for both Health and Education sector DSSS projects are parallel or on- overlapping.	Same team members cannot be proposed.
105	85		6.5.6	All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver and the concerned state government all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.	All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, if any, shall be specified in the SC. The Consultant may use data, software, designs, utilities, tools, models, systems and	No change contemplated

					other methodologies and know-how (“Materials”) that the Consultant own in performing the Services. Notwithstanding the delivery of any Reports, the Consultant shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compile and retain in connection with the Services.	
106	85		6.5.8	Insurance to be taken out by the Consultants:	It is to inform you that we maintain professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms.	Refer to Addendum no. 6
107	90		6.5.8	Risks and coverage	It is informed to the Client that, we maintain professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms.	Refer to Addendum no. 6
108				New Clause	Any information, advice, recommendations or other content of any reports, presentations or other communications provided under this Agreement (“Reports”), other than	No change contemplated

					<p>the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors. The Client may not rely on any draft Report and the Consultant shall not be required to update its Final Report.</p>	
109				New Clause	<p>Except as otherwise permitted by the Agreement, neither the Client or the Consultant may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary including the Deliverables under the Agreement. Either of the parties may, however, disclose such information to the extent that it: (a) is or becomes public other than through a breach of the Agreement, (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the recipient at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the recipient's rights under the Agreement, or</p>	No change contemplated

					(e) must be disclosed under applicable law, legal process or professional regulations.	
110			4	This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be forceable till all amounts under this Guarantee have been paid.	Bidder Requests to Modify the clause as below: This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) 60 days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be forceable till all amounts under this Guarantee have been paid.	No change contemplated
111			Retained Rights	Request to add the clause	Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.	No change contemplated
112			Force Majeure	Request to add the clause	Bidder shall not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labour disputes, wars, acts of God or any other such reason beyond its reasonable control.	No change contemplated
113			Deemed Acceptance	Request to add the clause	Any Deliverable(s) / Work Product(s) provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s) / Work Product(s) to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) together with reasons for such	No change contemplated

					disapproval within 10 days from the date of receipt of such Deliverable(s) / Work Product(s).	
114			LOL	Request to add the clause	Notwithstanding anything to the contrary elsewhere contained in this Agreement, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Subject to the above and notwithstanding anything to the contrary contained herein or elsewhere, the maximum aggregate liability of the Vendor, regardless of the form of claim, shall not exceed the 10% of the value payable to the consultant.	No change contemplated
115			Exclusion of Implied Warranties	Request to add the clause	Except for the warranties expressly provided herein, Firms hereby excludes and disclaims all warranties, conditions or statements, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or that the Deliverables will be error free.	No change contemplated
116			Arbitration	Request to add the clause	If any dispute between the Parties cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its	No change contemplated

					subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	
117			Non Hire Clause	Request to add the clause	Customer acknowledges that personnel to be provided by them represent a significant investment in recruitment and training, the loss of which would be detrimental to their business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any firm employee, or induce any such individual to leave the employ of firm. For purposes of this clause, a firm employee means any employee or person who has who has been involved in providing services under this Agreement.	No change contemplated
118	23		Clause 9.5.4 – Technical Evaluation Criteria	Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/ programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.	We request you to clarify if the Firm's International experience conforming to the mentioned criteria will be considered for evaluation.	Yes, subject to meeting the minimum qualification criteria as stipulated under clause 9.4
119	24		Clause 9.5.4 – Technical Evaluation Criteria	While awarding marks for the number of eligible assignments, the Applicant, 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 Applicants shall be entitled to a	We request you to cap the maximum number of eligible assignments (as per your discretion) to be considered for the evaluation. We request you to specify scoring based on the number of eligible assignments in each of the categories A1 & A2. For example: <input type="checkbox"/> 7 marks for 1-3 assignments	Refer to Addendum no. 25

				proportionate score.	<input type="checkbox"/> 8 marks for 3-6 assignments <input type="checkbox"/> 9 marks for 6-9 assignments <input type="checkbox"/> 10 marks for more than 10 assignments We also seek more understanding of evaluation of Key Personnel's experience and number of eligible assignments.	
120	30		Annexure 2.1 – Team Composition	The Key Personnel/ Core Team should have experts as detailed in this annex. For the purposes of evaluation, Key Personnel/ Core Team members who are not employed with the Applicant (i.e. who are representatives of the Sub-Consultants or any other firm / individuals) will not be considered.	We understand that 'Associates' are not a part of the Key Personnel/ Core Team evaluation. In view of this, we request you to clarify if Consultant can avail the services of Sub-consultants for the position of 'Associates' and Resource Pool.	No change contemplated
121	30		Annexure 2.1 – Team Composition	Without the consent of client, no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant, such as necessary to replace any of the Key Personnel, the Consultant shall be allowed to provide as a replacement a person with equivalent or better qualifications, with approval from the client. In case of replacement of resource(s) or deployment of additional manpower, if any, the decision of Authority and the concerned State Governments shall be final and binding.	At this stage, the states in which this assignment will be implemented are not confirmed. Hence it becomes difficult to ascertain resources at this stage. In view of this, while the Core Team members as showcased in the submitted Technical Proposal will not change and we will try to include the most suitable profiles for 'Associates' and the Resource Pool, we request you to elucidate if changes will be permitted later for 'Associates' and the Resource Pool.	No change contemplated
122	31		Annexure 2.1 – Team Composition	Project Manager – Master Degree in Medicine / Pharma / Business Administration / Economics from a reputed and recognized University or Institution.	Some of the reputed institutes provide a Post Graduate Diploma degree, which is equivalent to a Master's degree. We request you to modify the education qualification requirement for Project Manager to "Post Graduate Degree/ Post Graduate Diploma in Medicine / Pharma / Business Administration / Economics from a reputed and	Refer to Addendum no. 16

123	32		Annexure 2.1 – Team Composition	Business Process Re-engineering / Business Transformation Expert – Master Degree in Business Administration / Economics from a reputed and recognized University or Institution.	recognized University or Institution”. Some of the reputed institutes provide a Post Graduate Diploma degree, which is equivalent to a Master’s degree. We request you to modify the education qualification requirement for Project Manager to “Post Graduate Degree/ Post Graduate Diploma in Business Administration / Economics from a reputed and recognized University or Institution”.	Refer to Addendum no. 16
124.	34		Annexure 2.1 – Team Composition (Qualification and Competence of Core Team)	The total number of marks allocated for qualification and competence of the proposed core team is 60 marks, distributed among 4 key personnel, as detailed below.	Since there is no score linked to ‘Associates’ and personnel from the Resource Pool, we request clarification on how these CVs (Associates and Resource Pool) will be factored in during bid evaluation, for us to be able to showcase appropriate resources. The marks allocated have been demarcated across experience, qualification, etc. Is there a possibility of providing details of the allocated marks for experience? E.g. for Project Manager – Managed at least 3 similar projects of minimum value of 50 Lakhs each will get XX marks. Also, is this CV scoring going to follow an all or none philosophy? E.g. If Master’s Degree is required and the resource has a PG degree, will he get Zero marks or a fraction of the allocated points.	No change contemplated
125	34		Annexure 2.1 – Team Composition (Evaluation Criteria for the Key Personnel)	B1. Experience relevant to large-scale transformation/ business process re-engineering or policy reforms related to eligible assignments B2. Experience relevant to implementation of projects/ interventions/ policy initiatives through setting up a Project Management Office (PMO) or a	We request you to cap the maximum number of eligible assignments for Key personnel (as per your discretion) to be considered for the evaluation. We request you to specify scoring based on the number of eligible assignments in each of the categories B1 & B2. For example: <input type="checkbox"/> 7 marks for 1-3 assignments <input type="checkbox"/> 8 marks for 3-6 assignments	No change contemplated.

				Programme Management Unit (PMU) related to eligible assignments.	<input type="checkbox"/> 9 marks for 6-9 assignments <input type="checkbox"/> 10 marks for more than 10 assignments Also, we request you to clarify if the criteria for Adequacy for the Assignment will be adopted for Business Transformation Expert and Financial Expert.	
126	52		Form 3H: Technical Proposal Submission Form – Point 11	We further certify that no investigation by a regulatory Authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ Employees.	We request you to clarify if 'Directors' here imply Directors by designation or Board of Directors or both. Additionally, we request you to curtail the requirement of 'Manager/ Employees' under this clause to 'Engagement Team'. Most of the bidders would have a vast organisation structure, hence it will be extremely difficult to certify this statement for all the employees.	No change contemplated
127	64.		Phase I: Shortlist States (up to 3 across various states) and define & formalize the contours of engagement between NITI Aayog and States (expected 5 months)	The objective of this phase is to market the value proposition for Development support Services for states/ UTs to various states that may be interested to participate in NITI Aayog's initiative, select up to 3 States for piloting implementation of this initiative, and define the contours of engagement for subsequent phases.	While we understand that we will be required to market the Development Support Services initiative to the states, we request you to clarify if NITI Aayog will help/ support us in approaching and engaging with the states.	Formal engagement with states shall be organized by NITI Aayog with the assistance of consultants at Delhi.
128.	67		Phase III: On-the-ground implementation and capability building (expected 24	The objective of this phase is to create a Project Management Office (PMO) for implementation and provide concerned states with active implementation support to achieve desired outcomes. The consultant will be required to document best practices and build	We seek understanding if this phase will involve multiple large scale surveys to assess the outcomes and effectiveness of the implementation. Please clarify consultants are required to conduct any workshops and who shall	Please refer to ToR, Page 67, last bullet point. As per the scope mentioned under phase III the

			months)	<p>capacity within the Aayog and states to sustain and scale the DSSS programme.</p> <p>Based on the experience with states, the consultant will also be required to put together recommendations for line ministries of the Central Government – the Ministry of Health & Family Welfare (MoHFW) on policy, funding, organization, and specific thematic areas.</p>	<p>borne the cost of the such workshops.</p> <p>We request you to provide a brief understanding of this element of the scope, for us to be able to factor it in our financial proposal.</p>	<p>consultants may undertake workshops for knowledge transfer and capacity building</p>
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Queries for RFP for Development Support Services for States (DSSS) for Transforming Health Sector (After Pre-Bid Meeting)

Sl. No.	Pg. No.	Clause No.	Original Clause	Assumption/ Recommendation / Query / Clarification Required	NITI Aayog Response
1	14,23	7.3 & 9.5.4 (C)	(i) The Key Personnel must be Permanent and full time employee(s) of the firm. & Qualification and competence of the core team for the Assignment.	Our understanding is that in case of a consortium / Joint venture, the Key personnel can be permanent and full time employee(s) of either of the consortium / Joint venture partners. Therefore, the experience of key personnel across consortium partners shall be considered and evaluated. Please confirm.	Kindly refer to RFP
2	21	9.4 Minimum Qualification Criteria SNo. (a)	Over the last five (5) years, the lead company should have directly or as a lead member of consortium provided advisory assistance in India on large- scale assignments / programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 1 crore for each project.	Please confirm our understanding that Government agency will include autonomous Government organizations, PSUs and work done for Government with private/independent foundations, and NGOs. Multilateral agencies would also include global/Indian non-profit donor agencies such as World Bank, ADB, Gates & Melinda Foundation and other such agencies working in the field of Social Sector reforms in India with government or government agencies.	Please refer to RFP
3	21, 23	9.4 Minimum Qualification Criteria SNo. (a) & (b) and Technical Evaluation Criteria S No. A1 and A2	Consultancy fee criteria of 1 Cr, 50 lakhs and 25 lakhs	The threshold range of value of engagements has been put as low. We humbly submit that to differentiate between top quality consultancy firm(s) having experience in large strategic engagements versus the rest, the threshold value should be raised to INR 1 CR for India and USD 1 million for global projects.	No change contemplated

4	21, 23	9.4 Minimum Qualification Criteria and Technical Evaluation Criteria S No. A1 and A2	Eligible assignments	We would request NITI Aayog to consider ongoing Government / social sector projects, that have achieved some significant milestones, qualify to be considered towards the minimum qualification requirement along with the testimonial from the clients/engaging agency.	Please refer to Addendum no. 17
5	23	Technical Evaluation Criteria S No. A1 and A2	Eligible Assignments	It is assumed that Global assignments done for Government, Government or multi-lateral donor/ non-profit agencies are eligible for this criteria as well.	Yes, subject to meeting the minimum qualification criteria as stipulated under clause 9.4.
6	21, 23	9.4 Minimum Qualification Criteria SNo. (b) Technical Evaluation Criteria S no. A2	Over the last five (5) years, the lead company or any member of the Consortium should have provided advisory services to a government or a government agency in India within public healthcare sector related to: i. At least one project involving large- scale transformation/ business process re-engineering/policy reforms/ undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs. 50 lakhs; O R ii. At least one project involving assistance to the client in implementation of projects/ interventions/ policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee	We are assuming that assignments done with multi-lateral agencies such as World Bank, ADB, Non-profit organizations and donor agencies working with government and government related agencies in healthcare sector would be eligible under this category as well. Kindly confirm if the assumption is correct	Yes, subject to meeting the minimum qualification criteria as stipulated under clause 9.4.

			of at least Rs. 50 lakhs.		
7	23	Technical Evaluation Criteria S no. B	Adequacy of the proposed work plan and methodology in response to the TOR	<p>We would request to assign more marks to the section of the approach and methodology from the current score of only 20 marks. As the Approach & Methodology is a core of the submission process and help identifying top quality consultant we would request NITI Aayog to assign more marks to this section.</p> <p>We would also recommend to include at least 20% marks for the Presentation of the Approach and Methodology section to be conducted by the bidder to the evaluation committee of NITI Aayog</p>	Refer to Addendum no. 21 and 22.
8	54, 39	Form 3I: Applicant's Experience & Form 3B: Format for Pre-Qualification Proposal	Client certificates / Work Order / Certificate from the Statutory Auditor should be enclosed as supporting documents for each project	<p>In keeping with our policy and commitments on client confidentiality, we cannot disclose our client list or provide specific examples of our client work. We request you to accept self-certification from head of bidding entity instead of Work orders & completion Certificates against Firm's experience. We can submit certificate from independent auditor to ascertain fee value of project.</p> <p>Self-Certification from Head of Bidding entity or authorized signatory is a very common industry practice for such submissions.</p> <p>We would also request you to Sanitize client names and other confidential data. E.g. "Ministry of Health in India" could be disguised as "Central Govt. Ministry in India"</p>	<p>No change contemplated</p> <p>For cases where client confidentiality agreement signed in the past prohibits consultants to disclose client name while claiming experience, sanitized client name may be accepted</p>
9	31	Annexure 2.1 Team Composition	Minimum 15years of professional experience in advisory/consulting	We would request NITI Aayog to lower the experience requirement of Project Director to be between 8- 10	No change contemplated

		Position Team Director / Team Leader		years. Can the minimum years of consulting experience required by a core team personnel be compensated by relevant non-advisory experience in healthcare, or relevant qualifications in healthcare	
10	31	Annexure 2.1 Team Composition Position – Project Manager and Associate	Minimum 10 years of professional experience in advisory/consulting Minimum 5 years of professional experience in advisory/consulting	We would request lowering the professional requirement of the Project Manager and of an Associate be to 4-5 years and 2-3 years respectively	Please refer to Addendum no. 15
11	34	Evaluation Criteria for the Key Personnel	Evaluation Criteria for the Key Personnel	We would request simplification of the evaluation criteria to give 20% weight age to relevant qualification (PG in Medicine/MBA/CA etc.) and 80% weightage to relevant experience in transformation (Govt./Public/Social/Private sector) with track record of delivering impact	No change contemplated
12	34	Evaluation Criteria for the Key Personnel	Evaluation Criteria for the Key Personnel	Would an additional degree in medicine carry extra weightage for profiles of Project Director / Project Manager for calculating the scores Would a prior experience in public health delivery carry additional weightage for Project Manager / Director? Does an additional team of international experts, outside of the core team, with deep knowledge in various health domains carry additional weightage in evaluation	No change contemplated
13	67	Section 5 – Terms of Reference	Phase III: On-the-ground implementation and capability building (expected 24 months)	Will the state governments provide full time personnel to work with consulting team during the 3rd phase of the project for sustainability of the program? How will the states be made accountable for implementation of the project recommendations?	Please refer to RFP
14	7	3. Payment Schedule and Deliverables	Payment Schedule	Given there is limited clarity on deliverables, will there be any scope of re-negotiating finances after each phase	No change contemplated

15			Additional Query	What are the full set of stakeholders(within Niti Aayog and states) which the consultants will interact with	Please refer to RFP
16	64	Section 5 – Terms of Reference	List of Key deliverables	If the deliverables are achieved before the prescribed timelines for each phase, will the payments be released accordingly? Can the next phase start before schedule?	Please refer to RFP
17	9, 79	Section 2 Clause 4 Section 6 GCC Clause 6.5.6	Intellectual Property	<p>We are happy to license our intellectual property to clients as appropriate, including our pre-existing intellectual property where necessary, provided it is used for the client's internal use. We do ask that such intellectual property is not sub-licensed to a third party without our consent and would like to define more precisely in our agreements the intellectual property rights.</p> <p>Accordingly, we request:- to add the following at the end of Section 2: Clause 4.0 and Section 6: GCC: Clause 6.5.6:- “Notwithstanding the foregoing, the Consultant retains all right, title, and interest in and to the Consultant Tools (as defined below). To the extent that the deliverables include any Consultant Tools, the Consultant hereby grants to the Client a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free, perpetual license to use and copy the Consultant Tools solely for internal purposes as part of the deliverables. The “Consultant Tools” consist of any and all concepts, analyses, know- how, tools, frameworks, models, and industry information and perspectives used by the Contractor in connection with Services hereunder.”</p>	Please refer to Addendum no. 7
18	11-12, 37, 52, 78	Section 2 – Clause 6.3, Section 3 Form 3A Paragraph	Conflict of Interest	<p>It is the Firm's long-standing practice to serve competitors. Accordingly, we request to: Replace Section 2: Clauses 6.3 to 6.5 entirely by the following:- “It is the Consultant's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition</p>	No change contemplated

		<p>5(b), Section 3 Form 3H: Paragraph 6(b), Section 6 GCC: Clause 6.5.2</p>		<p>and alliance opportunities, and to do so without compromising the Consultant's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and the Consultant's confidentiality obligations to its other clients, the Consultant is not able to advise or consult with the Client about the Consultant's serving the Client's competitors or other parties. To avoid situations of potential conflict, the Consultant will not, for a period of one year following an engagement for the Client, assign any consultant who receives Confidential Information in connection with such engagement to a competitively sensitive project."</p> <p>Delete Section 3: Form 3A: Paragraph 5(b) Delete Section 3: Form 3H: Paragraph 6(b)</p> <p>Replace Section 6: GCC: Clause 6.5.2 entirely by the following:- "It is the Consultant's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising the Consultant's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and the Consultant's confidentiality obligations to its other clients, the Consultant is not able to advise or consult with the Client about the Consultant's serving the Client's competitors or other parties. To avoid situations of potential conflict, the Consultant will not, for a period of one year following an engagement for the Client, assign any consultant who receives Confidential Information in connection with such engagement to a competitively sensitive project."</p>	
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19	77	Section 6: GCC: Clause 6.4.3(iii)	Inspection Of Sites And Records/Audit	Due to our confidentiality obligations to our other clients, and consistent with our policy against disclosure of Firm financial information, we do not generally permit clients or other third parties to audit/inspect our site, books and records. Accordingly, we request to delete Section 6: GCC: Clause 6.4.3(iii).	No change contemplated
20	77,81	Section 6: GCC: Clause 6.4.5(b), Section 6: GCC: Clause 6.11	Liquidated Damages	It's our Firm's general policy not to agree to any deduction/liquidated damages provision or alike. We therefore request:- Remove Section 6: GCC: Clause 6.4.5(b) Remove Section 6: GCC: Clause 6.11	No change contemplated
21	81, 82, 84	Section 6: GCC: Clause 6.10.1 (p.81) Section 6: GCC: Clause 6.13.2 (p.82) Section 6: SCC: Clause 6.5.7 (p.84)	Liability / Indemnity	While we believe that the best method to manage the risk on this project, and the method we will adopt, is to ensure high quality project management and staff are assigned to the project, we do require a reasonable allocation of risk which is in proportion to the reward we may gain. We are in a materially different position to our clients with respect to controlling the risk. Specifically, we have no board authority to act and we do not make the decisions for the client, which means that we have no control over who at the client will implement our recommendations, how well they will be implemented, or when they will be implemented. Therefore, if a third party is allegedly damaged by any steps taken by client management, the third party should seek redress from, and be compensated by, the client and not the Firm. Indemnification recognizes the reality that the client, not the Firm, is responsible for the success or failure of client action. Accordingly, we request:- Delete the following sentence from Section 6: GCC: Clause 6.10.1.1:- "He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project." Delete the following sentence from Section 6: GCC:	No change contemplated

				<p>Clause 6.10.1.2:- “The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed.”</p> <p>Add the following at the beginning of Section 6: GCC: Clause 6.13.2:- “Subject to Clause 6.5.7 of the Special Conditions of Contract,”</p> <p>Replace Section 6: SCC: Clause 6.5.7 with the following:- “The aggregate liability of the Consultant arising out of the performance or non-performance of the Contract or otherwise in connection with the Contract, whether under contract, tort (including negligence), statute or otherwise shall be limited, to the extent permissible by law to the total fees paid to the Consultant under the Contract. Notwithstanding any other provision of this Contract, in no event will the Consultant be liable to the Client for any loss or revenue, profit, opportunity, production, loss of goodwill or reputation, delay, economic loss, business interruption or any indirect, incidental or consequential loss or damage.”</p>	
22				<p>We would request NITI Aayog to extend the last date of submission by 4 weeks from the date of issue of corrigendum/response to queries to allow bidder sufficient time to prepare the response to this RFP.</p>	
23				<ul style="list-style-type: none"> • Which are the states being targeted? • Is the application including the methodology need to be state specific or general? • What are the areas under Health system to be focused? • Are the interventions, change in the governance structure, reformed M&E mechanisms to be part of the proposal now? • What would be end objectives for the states, which will guide the formulation of the strategies? 	<p>Please refer to RFP</p>
24			<p>Average annual revenue from consultancy services for last 3 financial years i.e. 2012-13, 2013-14 and 2014-</p>	<ul style="list-style-type: none"> • Average annual revenue from healthcare services for last 3 financial years i.e. 2012-13, 2013-14 and 2014-15: INR 50 Crore 	<p>No change</p>

			15: INR 100 Crore	<p>OR</p> <ul style="list-style-type: none"> • Average annual revenue from all entities & subsidiaries under the global organization within the healthcare sector for last 3 financial years i.e. 2012-13, 2013-14 and 2014-15: INR 100 Crore <p>RATIONALE: Instead of total consultancy revenue, we propose revenue from healthcare consultancy in order to ensure that the proposals are from established firms in the healthcare sector and has the potential to deliver this assignment.</p>	contemplated
25		Clause 9.5.4/ Technical Evaluation/ page 24	<p>Page 24 – first two paragraphs: “While awarding marks for the number of eligible assignments, the Applicant, 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 Applicants shall be entitled to a proportionate score. “*For the purpose of evaluation, eligible assignments shall mean experience of undertaking assignments similar to the scope of services as provided under the TOR for this Assignment and under SI No. A1 and A2 above. This experience should include experience of providing advisory assistance on multi-year large-scale assignments/programmes involving transformation of public healthcare for a government, government agency or multilateral agencies covering elements that may include inter-alia policy reforms, business process reengineering, setting</p>	<p>specific India project experience as a requirement. Is there a preference for any global experience which may not be grounded in India’s realities or India specific experience matters? Some firms are global entities. They have just one firm which does business throughout the world and can showcase multiple projects. As an example - If such a firm has done 10 projects in 10 countries, they would have 100 projects to showcase. However these 100 projects’ experience may not be much relevant to this bid, if the country team executing is NOT from India. Other firms who are India specific entities, may not be able to showcase multiple projects from abroad and suppose such an India specific firm has 50 projects to showcase from India. In the present evaluation criteria, as per the scenario provided above, former firm will showcase 100 projects (not all relevant to the bid), which may be the highest number of eligible projects whereas the India specific firm will showcase 50 projects and get only 50% of the marks, though it had all relevant experience. One suggestion is that in the Technical Evaluation Criteria – S No. A1 – “Experience in large-scale government transformation projects” and A2 – “Experience in transformation/business process re-engineering /policy</p>	Please refer to RFP

			up PMO to assist governments in implementing transformational initiatives/interventions etc. ”	reforms” should be made specific to India. This would ensure that the relevant expertise of the firm for this bid is considered. For experience of team members proposed who have multi country experience, anyways there is separate marking for them in the evaluation for team (60 marks)	
26		Page 14 para 7.3 (ii) read with annexure 2.1 (Team Composition) third para on page 30	Para 7.3: The Applicant is to ensure that the time allocated for the proposed Key Personnel does not conflict with the time allocated or proposed for any other assignment... Annexure 2.1. Third paragraph: The consultant shall ensure that the appropriate team shall be deployed on an exclusive basis in order to ensure the required coordination with Authority and the concerned State Governments, and to complete the activities or tasks assigned. Annexure 2.1: Second last paragraph: Consultant shall ensure that services of the Core team is provided full time for the contract period.	Does it imply that the core team has to be available on a full time basis for the project? OR Is the consultant free to estimate the time requirement for the Core team over the contract period and budget accordingly?	Please refer to Addendum no. 11
27		Page 31	Key Personnel/ Core Team: Education Qualification of the Project Director and Project Manager mentions Master Degree in Medicine	By Master’s degree in Medicine do we mean “Masters in Public Health” or MD (Community Medicine).	Please refer to Addendum no. 8
28		Page 23 of Para 9.5.4, 9.5.4 (B) read with para 9.5.5 on page	Key Personnel/ Core Team Education Qualification of the Project Director – Master Degree in Medicine/ Pharma / Business Administration /	There is an option for Masters in Economics. Request to include a Masters in Finance also, as many global universities offer such degrees. Suggested revision:	Please refer to Addendum no. 8

		24	Economics from a reputed and recognized University or Institution	Medicine/ Pharma / Business Administration / Economics / Finance from a reputed and recognized University or Institution	
29				<p>During phase 3 of the project, do we need to open offices in the 3 selected states and budget for the same OR would the state provide such support?</p> <p>For such a transformation project, the approach and methodology may be allotted more marks than the current 20 marks.</p>	<p>Please refer to RFP</p> <p>Please refer to Addendum no. 21 and 22</p>
30	64	Section 5 Phase I: Shortlist States (up to 3 across various states) and define & formalize the contours of engagement between NITI Aayog and States (expected 5 months)	Prepare state-specific outreach – including high-level vision and intent of the development support services initiative, articulating value proposition to states through this programme and benefits of implementing a structured centre-state collaborative approach for public healthcare sector.	While we understand there is a requirement to provide support on review and evaluating a wide range of opportunities within healthcare. However, “healthcare” is a very broad based term and can include a wide array of components of including sanitation, malnutrition, infant mortality, maternal mortality, safe drinking water, healthcare delivery, health insurance, etc. We therefore request you to identify and focus on a maximum of 4-5 thematic areas upfront, thereby increasing the chances of success.	Please refer to RFP
31	64	Section 5 Phase I: Shortlist States (up to 3 across various states) and define & formalize the contours of engagement between NITI Aayog and States (expected 5 months) –	Formal engagement with States (including presentations, meetings, making briefing notes etc.) to market the DSSS value proposition to the concerned state governments – Within 2 months from acceptance of LOA proposition to the concerned State governments	With regards to developing the value proposition for NITI Aayog, we consider that the same will require a longer duration of time as against the proposed time of two months. We request you to confirm, if the proposed timelines are flexible.	Please refer to RFP

		Timelines			
32	64	Phase II: Establishment of baseline and development of transformation roadmap and implementation plan for each of the selected States (expected 6 months)	Establish baseline: Understand and evaluate the starting position of the state on various dimensions, including but not limited to...	In continuation to our comment on point 1 above, we request you to identified areas of intervention upfront, so that the assessment is more streamlined and focused towards activities that are doable during the course of the engagement	Please refer to RFP
33	81	Clause 6.10.1.1 & Clause 6.10.1.2	The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services. The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	We request you to clarify what designs, plans and drawings are being referred to in this clause.	Please refer to RFP
34	81	Clause 6.11	If the selected Consultant fails to complete the Assignment, within the	For a project of this magnitude, the scope and timelines may vary as the project progresses.	Refer to Addendum no. 18

			period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.	We request you to clarify the applicable milestones, especially for Phase III, and how the delay will be accounted for. We urge you to relook at this clause.	
35	67	Phase III: On-the-ground implementation and capability building (expected 24 months)	Provide implementation support to the State for various initiatives...	Given that we are deputing two resources at the states and four resources at the central level, it becomes critical that the thematic areas are identified upfront, as suggested in point 1. This will allow the team to focus on specific interventions.	Please refer to RFP
36	8	Clause 3.0 – Payment Schedule and Deliverables	2 b) Formal engagement with States (including presentations, meetings, making briefing notes etc.) to market the DSSS value proposition to the concerned State governments	We request you to elaborate on what the DSSS value proposition is and also confirm if this value proposition has been defined or needs to be developed by the consultants.	Please refer to RFP
37	8	Clause 3.0 – Payment Schedule and Deliverables	14 d) Tracking and monitoring progress of implementation including on-boarding third party assesses (where needed)	We understand that third party assesses will be required for undertaking large scale surveys/ assessments. We request you to clarify if the cost of these third party assesses should be included in our financial proposal.	The cost of third party assesses wherever required will be borne by the state government
38			Page 21, Clause 9.4 (b), Minimum Qualification Criteria It is mentioned that over the last five (5) years, the lead company or any member of the Consortium should have provided advisory services to a government or a government agency in India within public healthcare sector related to: i. At least one project involving large-scale transformation/ business process	The minimum qualification criteria is restricted to the experience of the firm within public healthcare sector in India. We request you to kindly relax this criteria and consider experience of providing advisory services to government agencies in India across infrastructure sectors.	No change contemplated

			<p>re-engineering/policy reforms/undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs. 50 lakhs;</p> <p>OR</p> <p>ii. At least one project involving assistance to the client in implementation of projects/interventions/policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 50 lakhs.</p>		
39			<p>Page 23, Clause 9.5.4 (A2), Technical Evaluation Criteria Experience in transformation / business process re-engineering /policy reforms</p> <p>Over the last five (5) years, the Applicant should have provided advisory services, to a government or a government agency within public healthcare sector, related to:</p> <p>i. Large-scale transformation/ business process re-engineering / policy reforms/undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs. 25 lakhs.</p> <p>OR</p> <p>ii. Assistance to the client in implementation of projects / interventions / policy initiatives through setting up a Project Management Office (PMO) or a Programme Management</p>	<p>The technical evaluation criteria is restricted to the experience of the firm within public healthcare sector in India. We request you to kindly relax this criteria and consider experience of providing advisory services to government agencies in India across infrastructure sectors.</p>	<p>No change contemplated</p>

			Unit (PMU) with a total consultancy fee of at least Rs. 25 lakhs.		
40			Page 30, Annexure 2.1, Team Composition The RFP mentions that Consultant shall ensure that services of the Core Team is provided full time for the contractual period.	Please clarify whether the consultants need to propose core team on full time basis for 35 months.	Refer to Addendum no. 11
41			Page 31, Key Personnel/Core Team , Experience of Team Leader The RFP mentions that team leader should have demonstrated experience of leading advisory assignments to a government or government agency within public healthcare sector involving (Preference to be given to such experience in India): i. Large-scale transformation/ business process reengineering/ policy reforms/ undertaking feasibility assessments for structuring projects; OR ii. Assistance to the client in implementation of projects / interventions / policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU).	We request you to kindly relax the experience criteria for Team Leader and not restrict the same to public healthcare sector only. The experience of Team Leader in projects across infrastructure sectors should also be considered.	No change contemplated
42			Page 31, Key Personnel/Core Team, Experience of Project Manager The RFP mentions that Project Manager should have demonstrated experience of managing advisory assignments to a government or a government agency with in public healthcare sector	We request you to kindly relax the experience criteria for Project Manager and not restrict the same to public healthcare sector only. The experience of Project Manager in projects across infrastructure sectors should also be considered.	Refer to Addendum no. 15.

			<p>involving (Preference will be given to such experience in India):</p> <p>i. Large-scale transformation/ business process reengineering/ policy reforms/ undertaking feasibility assessments for structuring projects;</p> <p>OR</p> <p>ii. Assistance to the client in implementation of projects interventions / policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU).</p>		
43	64-68	Section 5 Terms of Reference		While the scope of work remains broad and subjected to consultant's recommendations. It would be useful to articulate key goals and objectives envisaged under this project. This would limit the chance of consultant bias who comes on board.	Please refer to RFP
44	31	Key Personnel/Core Team		Since the core role of associates (2X3 pilot states) will be critical in the implementation phase, we suggest their CVs may be taken in the resource pool. It would be additionally advantageous because then the agency will be able to deploy associates with experience and expertise relevant to the pilot.	No change contemplated
45	31	Key Personnel/Core Team		We would need clarification also on the time commitment of the core team members throughout the project cycle	Refer to Addendum no. 11, also refer to the clarification note at the end of the table
46		Key Personnel/Core Team	Project Director / Team Leader	<p>Owing to the nature of the project we recommend that the Team Leader's qualifications and experience should pertain to following:</p> <p>☑ Qualifications: Master's or PhD in Public health, epidemiology and health economics. Background in global health would be an added advantage. (A business administration degree may not be most critical. Also it MBA</p>	Refer to Addendum no. 8

				is mandated for rest of the team too.) ☑ TL should have extensive experience of working with Govt. on advisory and strategy projects. Experience, of working with national or state governments on strategy or policy would add value.	
47	21	Qualification criterion		RfP states the minimum qualification criterion. However, is silent on number of maximum credentials that can be included in the proposal. It would be useful to define an upper limit too. It would be helpful to detail out the grading criterion from qualitative and quantitative perspective	No change contemplated
48			Data Sheet- Information to Consultants Proposal Due date	Owing to changes in the RFP which may be informed through an addendum, it is requested that the proposal due date is extended by atleast 2 weeks to Mid-November. Also due to the approaching festive season and holidays this request for extension may kindly be considered	
49	83	6.4.2	a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty (60) days after receiving written notice from the Consultants that such payment is overdue;	a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty days (60) fifteen (15) days after receiving written notice from the Consultants that such payment is overdue ;	No change contemplated
50	85	6.5.6	All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver and the concerned state government all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions	All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, if any, shall be specified in the SC. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consultant own in performing the Services. Notwithstanding the delivery of any Reports, the	No change contemplated

			about the future use of these documents and software, if any, shall be specified in the SC.	Consultant shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compile and retain in connection with the Services.	
51	85	6.5.8	Insurance to be taken out by the Consultants:	It is to inform you that we maintain professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms.	Refer to Addendum no. 6
52	88	6.13.2	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;	Subject to the terms mentioned in the SC, the Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;	No change contemplated
53	31	3.4	Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this contract shall be as provided by the Applicable Law.	Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this contract shall be as provided by the Applicable Law. The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement. The Consultant shall not be liable, in contract or tort, under statute or otherwise, aggregate	No change contemplated

				damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement.	
54			<p>a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's or concerned state governments property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the consultants hereunder, or (B) the proceeds the consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the consultants' liability, if any, for damage to third parties caused by the consultants or any person or firm acting on behalf of the consultants in carrying out the Services.</p>	Refer to addendum no. 28
55	90	6.5.8	Risks and coverage	It is informed to the Client that, we maintain professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large	Refer to Addendum no. 6

				accountancy firms.	
56			New Clause	Any information, advice, recommendations or other content of any reports, presentations or other communications provided under this Agreement ("Reports"), other than the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors. The Client may not rely on any draft	No change contemplated
57	68	Terms of Reference Section 5	Formal engagement with States (including presentations, meetings, making briefing notes etc.) to market the DSSS value Within 2 months from acceptance of LOA proposition to the concerned State governments	Payment milestone for this deliverable is 2 months from LoA. This is very a short duration. Understanding the diverse nature of the States, The timeline may be extended for at least one month to make it a total of 3 months for this milestone. Also, subsequent timelines may also be extended accordingly.	No change contemplated
58	69	3.0 Terms of Reference	Signing of MOU between selected states and NITI Aayog - Within 5 months of acceptance of LOA	Since there are three States involved in the process, What would happen if signing of agreement with one state out of three gets delayed?	Please refer to RFP
59		Terms of Reference		As Specified in the ToR 2-3 states would be identified as model States through DSSS. What all are the parameters for selecting such states? Would they be purely based on Public health indicators or any other socio developmental indicators would also be part of the selection criteria?	Please refer to RFP
60		Terms of Reference		The project DSSS address the issues related to SDG 1,3,4,5 and 6. The ToR suggests that the linkages should be made with MoHFW only to meet the objectives defined in the DSSS document, however, it is evident additional multi sectoral approach would be required especially from Nutrition, Food, Rural development etc. Hence, coordination and support would be required from multiple other ministries for successful implementation of this model.	No change contemplated

				It is therefore, suggested to include the above aspects (such as public health nutrition, food and nutrition security, infrastructure for single window services etc.) and modify the timeline for improved SDGs through DSSS.	
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CLARIFICATION NOTE

An attempt has been made to provide a broad conceptual guidance for planning the Applicant's team deployment while delivering the scope of services. The following principles may be referred to by the Applicants:

- a) Phase I is largely envisaged to be delivered based out of NITI Aayog / Delhi, while Phase II and Phase III are largely envisaged to be delivered out of States.
- b) Under Phase II (baseline development and transformation roadmap) and Phase III (on-ground implementation Phase) the Authority suggests the Consultant to base Associates at the State level to ensure smooth co-ordination with the concerned State Government officials while delivering activities as part of the relevant Phase. Timelines of various Phases of this Project have already been specified in clear terms by issuing Addendum.
- c) As per addendum number 11, the Consultant may plan deploying Associates and Project Manager at the State levels for the 3rd Phase. An appropriate assessment of other personnel may be done by the Consultant on a dynamic basis taking into account factors such as – scope of work requirements, stage of the project, Client's or the State Governments requirements and any other requirements for smooth delivery of the scope of services. As an illustrative example, it is likely that during the Establish Baseline activity (included under Phase II of this Project), Associates may need to be based out of the PMU office at State levels for such durations as appropriate to collect required data / information etc. for delivering this activity.
- d) Other members of the Key Personnel team (Team Leader, BPR Expert and Financial Expert) may plan their PMU deployment as per the project needs and consultant's approach and methodology.
- e) Similarly, it is also envisaged that the Consultants would take appropriate advise and inputs from the "Pool of Experts" as and when required to deliver the scope of services. The extent of such inputs may vary across Phases.
- f) It is also envisaged that the Key Personnel led by the Project Director would co-ordinate and interact with the concerned State Governments and NITI Aayog to ensure that project implementation is smooth and as per the expected timelines. On their part, States and NITI Aayog would endeavor to nominate officials to facilitate smooth co-ordination and support to enable the Consultant's team deliver project requirements.

That said, the above items are only indicative in nature and is intended to facilitate the Applicants better plan for their Proposal considerations. The Authority does not intend to specify inputs on such aspects above and will not be bound by the above principles. During the project, the Authority and the concerned State Governments expect smooth and satisfactory delivery of services by the Consultant's team. Accordingly, the Applicants may asses the above requirements based on their strategies for assignment delivery, understanding of the Client requirements and their experience of delivering similar services to Clients in the past.
