

Government of Assam

Health & Family Welfare Department



OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM

SAIKIA COMMERCIAL COMPLEX, CHRISTAN BASTI, G.S ROAD, GUWAHATI-781005

PH.NO : 0361-2363062 ; TELE FAX : 0361-2363058

Website: www.nrhmassam.in

e-mail: misnrhm.assam@gmail.com

No: NHM/HRD/GOA-EHAS/3362/2017-18/20882

Date:30/10/2017

CORRIGENDUM NO.1

**FOR SELECTION OF CONSULTANT
FOR**

**DESIGN OF HEALTH ASSURANCE SCHEME FOR GOVERNMENT OF ASSAM EMPLOYEES,
PENSIONERS AND THEIR DEPENDENTS**

This has reference to the e-tender No: NHM/HRD/GOA-EHAS/3362/2017-18/14195 Date: 04/09/2017 for entering into rate contract for Selection of Consultant for “Design of Health Assurance Scheme for Govt. of Assam employees, pensioners and their dependents”. The following amendment may be taken note of prior to submission of Bids.

1. Clause No 4 : Ownership of Document and Copyright

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Client in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference.

The study outputs shall remain the property of the Client and shall not be used for any purpose other than that 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 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.

The Consultant may use its own data, software, designs, utilities, tools, models, systems and other methodologies and know-how.

(Materials) that the Consultant owned in performing the service.

2. Sub-Clause 5.1 of Clause 5 : Bid Security is amended to read as follows:

A Bid Security in the form of a **Bank Guarantee** from a Scheduled Indian Bank in favour of "State Health Society", valid for **180 (One hundred and eighty) days** from the PDD as given in the Data Sheet, payable at Guwahati, for the sum of **Rupees One Lakh Fifty Thousand only (Rs1, 50,000)** shall be required to be submitted by each Applicant. For the purpose of clarity, Scheduled Indian Bank shall mean State Bank of India and its Associates, Nationalized Banks, Other Public Sector Banks and Private Sector Banks as prescribed in the Second Schedule to the RBI Act, 1934.

3. Point(ix) under Clause 7.3 (Technical Proposal) is clarified as follows:

For every project cited by the bidder Firm, party shall submit Work Order mandatorily. Work order has to be supplemented by either by Client Project Completion Certificate or CA Certificate certifying the receipt of full and complete payments to the firm as per the contract executed for cited project assignments.

4. Point(xi) under Clause 7.3 (Technical Proposal) is amended as follows:

No Key Personnel involved should have attained the age of **65 (sixty five) instead of 60 (sixty) years** at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project".

5. Point No.3. of the table at Clause 9.4: Pre-Qualification Criteria is amended to read as follows:

Sl. No.	Pre-Qualification Criteria	Supporting documents
1.	Bidder should be a company registered in India under the relevant act for a period of at least 10 years as on March 31, 2017.	Copy of Certificate of Incorporation/ Registration, Permanent Account Number (PAN) and GST registration certificate
2.	Average annual revenue from government consultancy services for last 3 financial years (FY 2013-14, FY 2014-15, FY 2015-16) should be more than INR 50 crores.	A certificate duly certified by the statutory auditor clearly mentioning revenue from government consultancy services from last three financial years

3 .	<i>Over the last five (5) years, the bidder firm have executed/ executing at least 3 projects directly or as a lead member of consortium provided advisory assistance in India on large-scale projects in public healthcare for a Central/ State government, government agency or multilateral agencies with a minimum fee of INR 2 crores for each project (excluding survey based projects).</i>	Contracts/ Work orders indicating the details of assignment, client, value of assignment, date and year of award.
4 .	Bidder should have at least 20 full time professionals working in the health sector, on payroll of the firm at least 1 year on the date of submission of proposal.	Certificate from Human Resources Department of the firm/ Self certification from Authorized signatory

5. Sub-point b) under point (iv) of Clause 9.5: **Technical Evaluation is amended to read as follows:**

- iv) Post technical presentation, total technical scores will be added for scoring applicants and their financial proposal will be opened for further evaluation and decision. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S. No.	Description	Marks (Documentation)
1.0	Firm's capabilities <ul style="list-style-type: none"> • provided/ providing support to health insurance schemes for Govt. of India or State Governments in India or private companies (preferably Health Insurance Companies recognized by IRDA) <ul style="list-style-type: none"> ○ 3 or more projects: 15 marks ○ 2 similar projects: 10 marks ○ 1 project: 5 marks 	15 marks
2.0	Consultant's responsiveness to the ToR and suggested methodology & Work plan <ul style="list-style-type: none"> ○ Understanding of the Assignment: 2.5 Marks ○ Approach & Methodology: 10 Marks ○ Work Plan: 2.5 Marks 	15 marks
3.0	Key Experts:- The key experts will be evaluated and the weightage to be	

S. No.	Description	Marks (Documentation)
	<p>given on various qualification criteria of the mentioned resources:</p> <ul style="list-style-type: none"> • Educational Qualification - 25% • Experience in Health Sector - 25% • Experience in similar assignment - 50% 	
3.1	<p>Health Insurance Expert/ Team Leader</p> <ul style="list-style-type: none"> • Bachelor's degree in any discipline and Master's in Management with at least 10 years of experience or Bachelor's degree in any discipline with at least 13 years of professional experience with focus on designing insurance/ health insurance/ health insurance/ assurance scheme for Central/ State Government or a Private Company; • Should have experience of working with Third Party Administrator's (TPA) under design and implementation of insurance scheme or experience of working on large scale health insurance schemes for government, and • Should have knowledge and experience of IT systems. 	15 marks
3.2	<p>Health Sector Expert</p> <ul style="list-style-type: none"> • Bachelors' in medicine/ public health/ allied subject or Masters in public health/ management • At least 10 years of experience of implementing projects in healthcare sector for Central/ State Government or for Private hospitals/ hospital chains in India 	10 marks
3.3	<p>Procurement Expert</p> <ul style="list-style-type: none"> • Bachelors in any discipline and Master degree in management • At least 10 years' experience in developing tender documents and bid process management • Experience of health sector bid process document preparation is essential and should have knowledge of IT systems 	5 marks

S. No.	Description	Marks (Documentation)
3.4	Institutional Strengthening Expert - 2 Nos. <ul style="list-style-type: none"> • Masters in Management or allied subjects • At least 10 years of experience in designing organizational structures, rules and regulation, HR and Financial processes, institutional strengthening of Central or State Government/ Private bodies 	10 Marks (5 marks for each position)
4.0	Presentation of Technical proposal (primarily on methodology and work plan) by the core team	30 marks
5.0	Total Marks	100 rks

6. Clause 15 :Miscellaneous is amended to read as follows:

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Guwahati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Applicant in order to receive clarification or further information;
- iii. retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- iv. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.

The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

7. Point No 5 of Data Sheet (Page No-34) :Information to Consultants is amended to read as follows:

Duration of assignment: **8 months** instead of 9 months. Refer to Terms of Reference.

8. Point a) under sub-clause 2.13 of Special Conditions of Contract is amended to read as follows:

2.13 Limitation of the Consultants' Liability towards the Client

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, 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 total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, .

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"

9. Point b) Professional Liability Insurance under sub-clause 2.13 of Special Conditions of Contract is ***eliminated***.

10. Sub Clause 1.10.1.2 under Section 6: Standard Form of Contract is amended to read as follows

1.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and documents. The Consultant shall ***be liable to*** the Client against any inaccuracy / deficiency in the designs and documents noticed and the Client will bear no responsibility for the accuracy of the designs and documents submitted by the Consultants.

11. Sub Clause 1.11 under Section 6: Standard Form of Contract is amended to read as follows

1.11 Liquidated damages

If the selected Consultant fails to complete the Assignment, within the period specified under the contract on account of delay in achieving the project milestone as defined in the RFP for reasons directly attributed to Consultant like poor quality of output, poor performane of the resource personnel, etc.; the client shall be entitled at its option to recover from the Consultant, a penalty of 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of penalty under this clause shall be subject to a maximum of 15% if the total contract fees. This right to levy any penalty shall be without prejudice to other rights and remedies available to Client under the agreement and/or any other law

12. Form 3B: Format for Pre-Qualification Proposal is amended to read as follows:

Form 3B (Rev-1)

Format for Pre-Qualification Proposal

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- Use projects with copy of proof of experience (Contract/ Word Order/ Completion Certificate) as required for meeting the minimum qualification criteria prescribed.
- *Exhibit only those projects undertaken in the last three (3) years preceding the last date of bid submission of this instant RFP.*
- *Projects without the proof of experience from respective authority will not be considered*

Assignment Name and Consultants for Committee:	Contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by the your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year): Name of Lead Partner:	No: of professional staff- months provided by associated Consultants: Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative Description of Project (Highlight project capital cost in narration):	
Description of actual services provided by your staff within the assignment	

Firm's Name:

Authorized Signature:

Note:

For the purpose of evaluation of applicants INR 66.0 (INR Sixty Six only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency the same shall first be converted to USD as on the date 60 (Sixty) days prior to the proposal due date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of a project in two A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper/project shall not be considered for evaluation.

13. **Under Section 5: Terms of Reference:** Education Qualification of Experience of Organization Design Support Expert is amended to read as follows:

- Bachelor's degree in any discipline and Master's in HR/ Management etc. with at least 3 years of experience
- Should have experience of working in organization design etc. for government agencies **or private agencies.**

14. It is clarified that the penalty imposed as 5% under section 5 (point 6) Terms of reference, Clause no 2.10 a) under special condition of the contract and section 2:Instruction to applicants (Negotiations-10.2)is amended and **reduced to 1%.**

15. It is clarified that the upper limit of RFP which has been fixed as Rs.50.00 Lakhs is only indicative.

16. It is also clarified that the Court Fee Stamp / IPO shall be submitted along with the hard copy of the technical bid on or before the last date and time of submission of the tender. The EMD is to be submitted along with the Tender only.

All other terms and conditions of the tender referred to above shall remain unchanged. The end date of bid submission is extended to **07/11/2017 up to 2:00 PM** respectively. Bid shall be opened same day **at 4.00 PM.**

Sd/-

Mission Director, NHM, Assam