

Reference No. QCI/NABH/0522/113

Request for Proposal
**For Undertaking Study and Implementation of Digital
Health Initiative for NABH, QCI**



Quality Council of India (QCI)
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

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Tender Notice

1. Quality Council of India (QCI) invites proposals for “For Undertaking Study and Implementation of Digital Health Initiative for NABH, QCI”

2. The content of this Request for Proposal (RFP) enlists the requirements of the QCI. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the terms and bidding process and explain the contractual terms that the QCI wishes to specify at this stage.

The Technical Bids and Financial Bids may be submitted through GeM portal on or before June 07, 2022 by 1500 Hrs. address to Deputy Director (Finance & Accounts), Quality Council of India (QCI)

Tender Summary

S. No.	Particulars	Details
1.	Addressee and address at which the bid is to be submitted	Mr. F.C. Srivastava Deputy Director (Finance & Accounts), Quality Council of India, 2 nd Floor, ICCW Building, 4-Deen Dayal Upadhyaya Marg New Delhi - 110002, India
2.	Date of issue of the Request for Proposal (RFP)	May 20, 2022
3.	Last date and time for submission of Applications	June 07, 2022 by 1500 Hrs.
4.	Contract Duration	16 Months from the date of award of the work
5.	Validity of the Proposal	90 Days
6.	Tender Processing Fee	N/A
7.	Contact Person for clarification	Procurement Team: procurement@qcin.org
8.	Presentation Round	June 10, 2022 (Tentative)
9.	Performance Bank Guarantee	3% of the Contract Value
10.	Documents to be submitted	Refer Clause-8: Submission of Proposal

1. INTRODUCTION

Quality Council of India

QCI is a pioneering experiment of the Government of India in setting up organizations in partnership with the Indian industry. The mandate of QCI is to lead a nationwide quality movement in India by involving all stakeholders for emphasis on adherence to quality standards in all spheres of activities primarily for promoting and protecting the interests of the nation and its citizens. To achieve this, QCI is playing a pivotal role in propagating, adopting, and adhering to quality standards in all important spheres of activities including education, healthcare, environment protection, governance, social sectors, infrastructure sector, and such other areas of organized activities that have a significant bearing in improving the quality of life and well-being of the citizens of India.

BACKGROUND

Digital Health is one of the key levers for improving quality, access, and cost of healthcare worldwide. In India too, Digital Health is a key focus area, and many initiatives are underway to accelerate adoption of Digital health in the country. The Ayushman Bharat Digital Mission (ABDM) is one of the key initiatives undertaken by the Government of India to lay the technology framework and platform needed for Digital Health in India. ABDM initiative has been introduced in Union Territories and national roll-out will be done over the next few years. National Accreditation Board for Hospitals & Healthcare Providers (NABH) is a constituent board of Quality Council of India, set up to establish and operate accreditation programme for healthcare organisations. NABH can play a key role in driving the roll-out of Digital Health in India. NABH will provide a strong framework, roadmap, and accreditation support to hospitals and healthcare providers to drive Digital Health (DH) adaption across India, including alignment with ABDM.

2. SCOPE OF WORK TIMELINES

- 2.1. QCI intends to engage a competent Consulting Firm capable of providing end-to-end consulting services for the identified work. The different tasks assigned to the consulting firm will be as follows:

2.1.1. Define NABH Digital Health Strategy

- a. The shortlisted consulting firm will be expected to assess and analyse the existing and evolving digital healthcare ecosystem thoroughly to do deep dive assessment of potential areas of relevance for NABH in context of Digital health
- b. Study 2-3 countries with matured or higher adoption of digital health and key learnings for NABH.
- c. Conduct detailed interviews with senior leaders across the ecosystem - QCI / NABH leadership, regulators (NHA, MOHFW), hospitals and industry bodies / associations
- d. Key takeaways for the NABH from emerging digital trends in India, ABDM and global learnings.
- e. Define the Digital health strategy for NABH

2.1.2. Define NABH Digital Health Standards & Digital Health Maturity Level:

- a. Identify potential inputs/ changes in the existing NABH standards defined for various types of healthcare facilities.

- b. Identification of opportunities for NABH to leverage and play an important role in the Ayushman Bharat Digital Mission (ABDM) and emerging digital ecosystem in India.
- c. Develop NABH digital Health Standards incorporating the ABDM requirement
- d. Define NABH digital Health Maturity level (e.g., Level 1, Level 2, Level 3 etc.), its country wide roll out plan and develop a sustainable framework to ensure its adoption
- e. Identify potential NABH standards for digital health certification & accreditation for addressing the emerging digital health players in India.
- f. Assess possibility of providing Digital health services to NABH and non-NABH hospitals to assist in digitization journey in line with the NABH

2.1.3. Define NABH-ABDM engagement and roll-out support plan for NABH:

- a. Identify synergies between the NABH and ABDM
- b. Identify mechanisms by which NABH can support ABDM rollout and Identify and leverage opportunities opened by ABDM that NABH can use to drive its core objectives e.g., capacity building plan, NABH role as healthcare facility verified

2.1.4. Define non-functional requirements for Digital Health adaption

- a. Define the non-functional requirement e.g. governance, data security, privacy, system availability, backup/recovery, interoperability etc.

2.1.5. Define NABH Digital Health Roll-out plan across India

- a. Develop plan to NABH to roll out the Digital health standards across India which can also help hospitals in embracing new Digital Health requirements and implementing the same
- b. Develop implementation roadmap with timeline, required resources, institutional strengthening program and framework for monitoring.
- c. Define KPIs for assessing the implementation effectiveness and success of each identified opportunities.

2.1.6. Determine value and incentives options for Digital Health adoption

- a. Define various options for adoption of digital health by Hospitals and Healthcare Providers
- b. Consulting Firm can support advocacy with other GOI Depts subsequently

2.1.7. Define NABH plan to support for Hospitals and Healthcare providers

- a. Provide a plan to NABH which can help the hospitals and health care providers in embracing new Digital Health requirements and implementing them. This may training / capacity building, technology support, digital resource centre etc.

2.1.8. Determine key partners for NABH

- a. Determine various partner e.g. IRDA, NHA/MOHFW, State Govts, AHPI etc. who can work in synergy with NABH in its Digital Health initiative & engagement model

2.1.9. Define Key Risk and Mitigation approach for NABH Digital Health Strategy

- a. Define Key risk factors for NABH in implementing the digital health strategy and the mitigation approach for the same.

2.1.10. Define NABH Healthcare Quality Portal and key metrics

- a. Define the KPIs for measuring quality and outcomes of digital health incorporating the existing KPIs of NABH
- b. To defining IT interface for automated data mapping (high-level)

NOTE: For clarity, we would like to note that the following items are EXCLUDED from the RFP scope i.e., will not be required to be covered in detail during the consulting engagement.

- a. Digital Health Training program / capacity building for Hospitals and Healthcare Providers including Actual content development, distribution, and training in Digital Health
- b. ABDM Training program / capacity building for Hospitals and Healthcare Providers
- c. NABH Certification for Tele-health
- d. NABH Certification for Home Health
- e. NABH Portal for Consumer / Patient feedback
- f. NABH Certification Requirements for HIS/EMR software (high-level) incl. functional requirement, data standards
- g. NABH HIS/EMR testing / sandbox requirements

3. DELIVERABLES AND TIMELINES

The total duration of the engagement will be 16 months. The deliverables along with the timelines for the engagement are as follows:

Phase-1: Digital Health Strategy Development and Roadmap

Engagement Duration: 4 Months

S. No.	Deliverable	Tentative Timeline
i.	Draft Strategy Report for NABH Digital Health	45 days from the start date
ii.	Draft NABH Digital Health Standards & Digital Health Maturity Level Final Strategy Report for NABH Digital Health (incl. all deliverables in clause B. Scope of Work above)	90 Days from the start date
iii.	Final Strategy Report for NABH Digital Health (incl. all deliverables in Section B above)	120 Days from the start date

Phase-2: Implementation Support for the Digital Health Strategy

Engagement Duration: 12 Months + further extension as required by the NABH

S. No.	Deliverable	Tentative Timeline
i.	Monthly Deliverables	As agreed with the NABH

4. PRE-QUALIFICATION CRITERIA

Interested Bidders are expected to meet the following pre-qualification criteria. In case the Bidders fail to either meet all these criteria or do not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

S. No.	Eligibility Criteria	Supporting Document(s) Required
i.	The applicant firm shall be a single entity, registered as a Company under the Companies Act 2013 or Companies Act, 1956 or any other previous companies act, Partnership Firm registered under the Indian Partnership Act, 1932, LLP registered under the Limited Liability Partnership Act, 2008, Consortium having a maximum of two members* registered under Companies Act, 2013 or companies Act, 1956 or a Society registered under the Societies Registration Act, 1860 & should have been in existence for the last ten (10) years, with their registered office in India.	Certificate of Registration / Incorporation under the respective Acts in India and the respective Memorandum of Association/ Partnership Deed.
ii.	The applicant firm must be registered in India with appropriate tax and other administrative authorities. The applicant must have an annual average turnover of INR 25 crores (Rupees Twenty-Five Crore Only) generated in each of the last 3 (three) financial years (2018-19, 2019-20, 2020-21). *Independent Auditors or Audited copy of financial statements for the financial year 2018-19, 2019- 20 & 2020-21.	i. GST Registration Certificate ii. PAN Card iii. Audited Financial Statements for last three years or Certificate from the Statutory Auditor certifying the Turnover for previous three financial years
iii.	The applicant firm shall be debarred if they have been convicted of an offense under the Prevention of Corruption Act, 1988; or the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.	Undertaking by the authorized signatory on the company's letterhead

iv.	<p>The applicant firm must have at least 2 (two) completed/ ongoing Digital Health projects for Government of India / National agencies / Large healthcare organisations worth at least INR 100 lakhs each, providing similar services, as elaborated in the scope of work in the last 3 (Three) years.</p> <p><u>The resources proposed for this project should have worked on the projects stated under this requirement. A declaration to this aspect shall be provided by the Bidder.</u></p>	<p>Copy of Completion certificate/ work order/Contract/ Letter of Award/ Self-certification from Managing Director or equivalent authorized signatory for each of the mentioned assignments should be submitted</p>
v.	<p>The applicant should not be involved in any sub judice matters against them, that may have an impact of affecting or compromising the delivery of services as required under this contract and should furnish an undertaking to the effect that the firm has not been blacklisted/debarred on working with any Government organization/PSU/statutory or autonomous organizations in India.</p>	<p>Undertaking by the authorized signatory on the company's letterhead.</p>

*In case the bidder(s) is / are a consortium (including an unincorporated Joint Venture), then the following conditions shall apply:

- i. Each member in a consortium shall only be a legal entity and not an individual person.
- ii. The Bid shall specifically identify and describe each member of the consortium.
- iii. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents).
- iv. One participant member of the consortium shall be identified the "Prime member" and contracting entity for the consortium.
- v. This prime member shall be solely responsible for all aspects of the Bid proposal including the execution of all tasks and performance of all consortium obligations.
- vi. The prime member shall fulfil each eligibility criteria.
- vii. A commitment shall be given from each of the consortium members in the role of the member in the Bid and the member's commitment to perform all relevant tasks commitment not to withdraw from the consortium.
- viii. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the QCI.
- ix. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member.
- x. No consortium member shall hold less than 25% stake in a consortium.
- xi. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only.
- xii. An entity can bid either singly or as a member of only one consortium.

Interested Bidders submitting their proposals are expected to meet the above pre-qualification criteria. In case any Bidder fails to either meet all these criteria or does not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

5. METHOD OF SELECTION

- 5.1. The bids shall be evaluated on Quality and Cost Based Selection (QCBS)
- 5.2. In deciding the final selection of the service provider, the technical bid of the proposal will be given a weightage of 70% and the financial bid will be given a weightage of 30%.
- 5.3. The financial bids of only those bidders who qualify for the technical evaluation will be invited.
- 5.4. The proposal with the lowest cost will be given a score of 100 and the other proposals will be scored on a pro-rata basis, inversely proportional to the offered cost i.e., lower marks for higher-priced offers.
- 5.5. Subcontracting may be allowed only upon prior written intimation to QCI at the Bidding stage itself, the responsibility for management and liability shall rest with the selected service provider.

TOTAL SCORE:

- The total score shall be obtained by weighing the quality and cost scores and adding them.
- Total Score = [Technical Score* 70 (Weightage given to technical criteria)] + [Financial Score* 30 (Weightage given to financial criteria)]

6. EVALUATION CRITERIA

The technical evaluation shall be based on the following criteria:

S. No.	Criteria	Weightage
i.	Experience of Digital Health Consulting and Implementation in Public & Private Health Sector in India	20
ii.	Experience of Digital Health Consulting and Implementation in Public & Private Health Sector World-wide	20
iii.	Experience of Proposed Team	20
iv.	Technical Presentation Round / Response to RFP Document	40
Technical Score		100

*Note:

- The organizations which obtain 70% of marks based on the technical score prescribed would be treated as 'technically qualified'. The financial proposal(s) of only technically qualified organization(s) will be opened.

7. GENERAL TERMS AND CONDITIONS

- 7.1. **Authorisation of Signatory:** The Bid may be signed either by the Principal Officer of the service providing agency or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/ authorized representative of the Agency shall sign the proposal and also initial all pages of the original Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid.

- 7.2. Contract Period:** The contract shall be valid for a period of 16 months from the date of award of the contract and further extendable after due evaluation of the performance and the requirement of the project.
- 7.3. Presentation:** As a part of evaluation of proposals submitted by the applicants, QCI reserves the right to seek further information or a presentation from the Organizations for evaluation purposes. The tentative date of the technical presentation round has been specified in the Tender Summary. QCI may call for such information/presentation at a short notice.
- 7.4. Pre-bid Meeting:** A virtual pre-bid meeting will be held on May 26, 2022, at 1500 Hrs.
- 7.4.1. During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the QCI. QCI shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive bidding process.
- 7.4.2. Non-attendance at the pre-bid conference shall not be a cause for disqualification of a bidder. However, terms and conditions of the Addendum(s)/Corrigendum(s) shall be legally binding on all the bidders irrespective of their attendance at the pre-bid meeting.
- 7.4.3. Interested bidders can send their queries to procurement@gcin.org before May 26, 2022, 1500 hours. The details to join the conference shall be shared against the request over the mail.
- 7.5. Performance Bank Guarantee:** The purchaser will require the selected service provider to provide a Performance Bank Guarantee, within 30 days from the notification of award, for a value equivalent to 3% of the financial proposal value. The Performance Guarantee shall contain a claim period of three months from the last date of validity (as per the contract duration). The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the delivery and warranty period. In case the selected bidder fails to submit a Performance Guarantee within the time stipulated, the purchaser at its discretion may cancel the order placed on the selected bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or purchaser incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- 7.6. Earnest Money Deposit:** Bidders shall submit, along with their Bids, Bid Security (EMD) of INR 1,00,000 as per the details mentioned below:
- a. By demand draft in favour of Quality Council of India, payable at New Delhi, or
- b. Deposit through RTGS/ NEFT as detail under**:-

For payment of EMD through Bank transfer: -

Name of Bank	Axis Bank LTD, 6/83, Padam Singh Road, Karol Bagh, New Delhi
Name of Account	Quality Council of India
Saving Bank Account	223010100053020
IFS Code	UTIB0000223

Note:

- i. NO CHEQUES WILL BE ACCEPTED. The applicant whose EMD has been deposited by NEFT/RTGS, must enclose the transaction details/ evidence along with their technical bid, otherwise the bid will be rejected.
- ii. Bid security in any other form will not be entertained.
- iii. No interest will be payable to the Bidder on the amount of the EMD. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days of completion of the process
- iv. In case bid is submitted without the bid security then QCI reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - Bidder does not respond to requests for clarification of its Proposal.
 - Bidder fails to provide required information during the evaluation process or is found to be nonresponsive.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

*MSEs (Micro and Small) are exempted from paying Earnest Money Deposit. In this case participants are required to submit valid MSE registration certificates (Udyog Aadhaar) to avail exemption.

7.7. Payment Milestones:

- 7.7.1. The total duration of the project is 16 (sixteen) months including Phase- I and Phase- II of the deliverables.
- 7.7.2. Payment for Phase-I will be based on the deliverables and for phase-II will be based on man-month effort put in
- 7.7.3. The payment would be as per the satisfactory submission of deliverables by the firm. If any two deliverables are dependent on each other or have dependent activities, then their delivery timelines should accommodate for that and be set accordingly.
- 7.7.4. The vendor for any additional expenses must seek prior approval from QCI and shall be paid on actuals on receipt of expense bills for the same.
- 7.7.5. Payment shall be made as per the below payment milestones:

S. No.	Deliverable	Timeline (T* month)	Payment Terms
i.	Draft Strategy Report for NABH Digital Health	T + 45 days	20%
ii.	Draft NABH Digital Health Standards & Digital Health Maturity Level Final Strategy Report for NABH Digital Health (incl. all deliverables in clause B. Scope of Work above)	T + 90 days	40%
iii.	Final Strategy Report for NABH Digital Health (incl. all deliverables in Section B above)	T + 120 days	40%

T* indicates the time of signing the contract for the consulting firm. The payment for Phase – II of the project shall be made on man month basis on the no. and level of consultants engaged for the period.

- 7.8. Amendments to RFP:** At any time prior to the last date for receipt of applications, QCI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by an amendment. In order to provide prospective applicants reasonable time to take the proposed amendments into account while preparing their proposals, QCI may at its discretion extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the RFP. Any such amendment shall be communicated to the service providers.
- 7.9. Conflict of Interest:** QCI requires that service provider provides professional, objective, and impartial analysis and data, and at all times hold the QCI's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 7.10. Ownership Rights:** Ownership of all new artifacts (data, reports, presentations and other publications) generated during the course of the assignment or otherwise with respect to the assignment, will rest with QCI and it will have the right to resell/ implement the same with any other organization.
- 7.11. Fraud/ Corruption:** QCI requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, QCI defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:
- 7.11.1. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution.
 - 7.11.2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.
 - 7.11.3. "collusive practices" means a scheme or arrangement between two or more bidders with or without the knowledge of QCI, designed to establish prices at artificial, non-competitive levels.
 - 7.11.4. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract. QCI will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and
 - 7.11.5. QCI will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.
- 7.12. Termination of Contract**
- 7.12.1. Termination for Default**
- QCI reserves the right to terminate / short close the contract, without prejudice to any other remedy for breach of contract, by giving 15 days' notice if the agency fails to perform any obligation(s) under the contract and if agency, does not cure their failure within a period of 7 days (or such longer period as QCI may authorize in writing) after receipt of the default notice from QCI.

7.12.2. Termination for Insolvency

QCI may at any time terminate the contract by giving written notice without compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to QCI.

7.12.3. Termination for Convenience

QCI may by written notice sent to agency, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by agency till the date upon which such termination becomes effective.

7.13. Intellectual Property Rights: QCI will own all the intellectual property resulting out of services being performed under this contract.

All the rights relating to the Trade Marks and Copy Rights in respect of work generated by the selected service provider(s) on behalf of QCI and paid for by QCI shall vest with QCI. Provided that QCI would reimburse the Consultant for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from QCI. In order to perform the services, the service provider must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep QCI harmless and indemnify QCI from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights. All documents, report, information, data etc. collected and prepared by the service provider in connection with the scope of work submitted to QCI will be property of QCI. The service provider shall not be entitled, either directly or indirectly, to make use of the documents and reports given by QCI for carrying out of any services with any third parties. The service provider shall not, without the prior written consent of QCI be entitled to publish studies or descriptive articles, with or without illustrations or data, in respect of or in connection with the performance of services. The pre-existing intellectual property of the service provider used in deliverables shall remain vested with the service provider. Anything developed during the course of the project shall be owned by QCI.

7.14. Language: The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the Proposal exchanged by the bidder and QCI shall also be written in the English language.

7.15. Companies' Personnel: The service provider shall employ and provide at its own cost such qualified and experienced consultants as are required to carry out the Services. Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability of the service provider(s) and QCI will in no way be responsible for any such claims/ damages.

7.16. Rejection of Application: The application is liable to be rejected if:

- 7.16.1. Not in prescribed forms and/or not containing all required details;
- 7.16.2. Not properly sealed and signed as per requirements;
- 7.16.3. Received after the expiry of due date and time;

7.16.4. Missing of any supporting document(s) with the Proposal.

7.17. Disclaimer:

7.17.1. QCI shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered and returned unopened to the applicant.

7.17.2. QCI reserves the right

- i. To reject any/all applications without assigning any reasons thereof;
- ii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of QCI without assigning any reasons thereof;
- iii. To include any other item in the Scope of work at any time after consultation with applicants or otherwise.

7.18. Written Undertaking: QCI may at any time require the service provider and its employees/advisors/professionals/Contractors, to whom confidential information may be disclosed in the course of execution of contract, to give a written undertaking in the form of a deed reasonably accepted to QCI and relating to the use and non-disclosure of the confidential information relating to QCI or any Government Department or relating to any Ministry and or such other information that QCI suggests to be confidential. Upon receiving a request aforesaid the service provider must promptly arrange for all such undertakings to be given to QCI.

7.19. Knowledge Transfer: Subject to any qualification or provision to the contrary in the statement of work, the service provider must provide the following assistance to the QCI on termination or expiration of this Contract: transferring or providing access to the QCI to all information stored by whatever means held by the service provider or under the control of the service provider in connection with this Contract; and making Specified Personnel / employees and Agency Personnel available for discussions with the QCI as may be required. The time, length and subject of these discussions will be at the sole discretion of the QCI, provided that any matter discussed is not considered to reveal any 'commercial-in-confidence information of the service providing firm.

7.20. Force Majeure: Neither party shall be held responsible for non-fulfilment of their respective obligations due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties may then mutually decide about the future course of action.

Force Majeure shall not include

- i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- iii. Insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

7.21. Indemnity: The service provider undertakes to indemnify QCI from and any losses that QCI may incur due to any deficiency in services rendered by the service provider or any instance of corruption or improper payment.

7.22. Subletting of Work: Sub-letting of work will be permitted based on the clear intimation to QCI and the approval of the QCI. However, final liability shall rest with the selected service provider.

7.23. Maintenance of Confidentiality: The service provider must not divulge any confidential information and assure that reasonable steps are undertaken to provide for the safe custody of any and all confidential information in its possession, and to prevent unauthorized access thereto or use thereof. The service provider must not, without the prior written consent of QCI, disclose any confidential information of QCI or any government department or relating to any ministry or any other party. In giving written consent to the disclosure of confidential information, QCI may impose such conditions as it deems fit, and the agency must comply with these conditions. Confidentiality clause shall continue for a longer period than one year after the termination of contract or contract expiry period.

The selected service provider will be required to sign a mutually agreed Non-Disclosure Agreement (NDA) with QCI.

7.24. Removal of Data: The service provider must ensure that its employees/ professionals' subcontractors and/ personnel do not:

- i. remove any data or allow any data concerned with this contract to be removed from the places as notified / directed by QCI; or
- ii. take any Data or allow any data to be taken outside of India, without QCI's prior written consent.

7.25. Taxes & Duties: The service provider shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the laws of India.

7.26. Disclaimer:

7.26.1. QCI shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered.

7.26.2. QCI reserves the right

- i. To terminate the RFP process at any time, without assigning any reasons thereof;
- ii. To reject any/all applications without assigning any reasons thereof;
- iii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of QCI without assigning any reasons thereof;
- iv. To include any other item in the scope of work at any time after consultation with applicants or otherwise;
- v. To select multiple organizations for the project for allocation of work if it meets the essential criteria for qualification.

7.27. Validity of Proposals: The proposals shall remain valid for a period of 90 days from the last date of submission. In exceptional circumstances, QCI may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder consenting to such request will not be required nor permitted to modify its Proposal.

8. SUBMISSION OF PROPOSAL

8.1. Technical Bid/ Proposal: The technical bid/proposal must include the following:

- 8.1.1. A brief description of the applicant firm and an outline of recent experience on assignments of similar nature;
- 8.1.2. Understanding of Scope of Work;
- 8.1.3. A description of the methodology and work plan for performing the assignment;
- 8.1.4. Detailed CVs of the proposed consultants
- 8.1.5. All the supporting documents for the pre-qualification criteria;
- 8.1.6. Signed and stamped Form-A, B, C, D and E;
- 8.1.7. Any other details that the bidder may like to provide.

8.2. Financial Proposal:

In preparing the Financial Proposal, applicant firms are expected to take into account the requirements and conditions outlined in the RFP document. The quoted price by the bidder should be inclusive of all expenses including expenditure incurred on travel, accommodation and other contingency expenditure. The same should be clearly mentioned exclusive of tax. The Financial Proposal should be valid for at least **90 days** from the last date of submission of proposals.

Particular	Total Cost in INR (Exclusive of Taxes)
Cost for undertaking Phase 1	
Man-month cost for the proposed resources for undertaking Phase 2	

8.3. Submission Guidelines:

- 8.3.1. Bids/Proposals not conforming to the prescribed format and not containing all the relevant documents /information would be summarily rejected.
- 8.3.2. The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the agency itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals. All the pages of the proposal/ bid document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 8.3.3. All pages of the bid including the duplicate copies, shall be signed and stamped by the authorised signatory.
- 8.3.4. Please note that prices must not be indicated in the Technical Bid.

Interested parties may submit the technical and financial Proposal in through GeM addressed to Deputy Director (Finance & Accounts), Quality Council of India, Indian Council for Child Welfare, 2nd Floor, 4, Pandit Deen Dayal Upadhyaya Marg, Mata Sundari Railway Colony, Mandi House, New Delhi 110002 latest by June 07, 2022, 1500 Hrs.

For further queries, you may please contact the below mentioned:

For any other queries: Procurement Team

Email id: procurement@qcin.org

Form A: Application Letter

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To,

Deputy Director (Accounts),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Submission of proposal in response to the RFP for “For Undertaking Study and Implementation of the Digital Health Initiative for NABH, QCI”

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP dated May 20, 2022 for Undertaking Study and Implementation of the Digital Health Initiative for NABH, QCI
2. We undertake, if our proposal is accepted, to assign a team dedicated to this project.
3. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We undertake, if our proposal is accepted, to adhere to the scope of engagement or such modified plan as may subsequently be mutually agreed between us and QCI or its appointed representatives.
5. We agree to unconditionally accept all the terms and conditions set out in the RFP document and also agree to abide by this proposal response for a maximum period of THREE MONTHS from the date fixed for proposal opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this proposal response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and QCI.
6. We affirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to through this proposal is true, accurate, and complete.
7. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the QCI as to any material fact. We agree that QCI is not bound to accept the lowest or any Proposal response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Proposal response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2022

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

Form B: Relevant Project Experience

S. No.	Name of the Project/ Engagement	Client name	Duration (Period)	Value

Form C: Details of responding organization

S. No.	Particulars	Details to be furnished	
1.	Details of responding Company		
	Name		
	Address		
	Telephone	Fax	
	E-mail	-	Website
2.	Information about responding Company		
	Status of Company (<i>Public Ltd. / Pvt. Ltd etc.</i>)		
	Details of Registration (<i>Ref e.g. ROC Ref #</i>)		Date
			Ref #
	Details of Service Tax Registration		Date
			Ref #
2.	Current Year Turnover (Rs Crores) from _____ Services in India;		
3.	Company Profile (Operations in India)		
3.1	Average turnover from Indian Operations from _____ services in last three years	(Turnover in Rs Crores)	
3.2	Full-time professional staff engaged in related IT services	(Number of Staff)	
3.3	Extent of operations in India (national spread) i.e. number of offices in India (client specific / project specific	(Number of Offices in different cities/towns and their address)	

	offices should not be considered)		
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Form D: Format for Non-Blacklisting Undertaking

(To be submitted on the Letterhead of the responding firm)

To,
Deputy Director (Accounts & Administration),
Quality Council of India,
Institution of Engineers Building,
2nd Floor, 2, Bahadur Shah Zafar Marg,
New Delhi-110002

Subject: Non-Blacklisting declaration in connection with RFP Ref. No. _____ dated ____ for _____

Dear Sir,

This is to notify you that our Firm/Company/Organisation _____ intends to submit proposal in response to invitation for Tender Ref. No. _____ for <>. In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this agreement
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Dated this Day of 2022

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Vendor

Form E: Annexure for Employee Details

<On Company's Letter Head>

1. Name of the Applicant:

2. Position:

3. Number of Resources in Each Position:

S. No.	Name of Employee	Educational Qualifications	Area of Expertise	Experience in Detail/ Projects Undertaken (including total years of experience)

Note: Must be Filled for Each Position

4. Are the individuals proposed to work on the specified project the team leader of the specified vertical?
YES/NO

Signature of HR Representative:

Name:

Designation:

Date and Company Seal:

Note:

- a) QCI may verify the genuineness on a sample basis, up to the satisfaction, by reviewing the information provided in the tables above.
- b) CVs of the lead of each position will be evaluated to ensure experiences are relevant to the requirements of the project.

FORMAT FOR BANK GUARANTEE

From

Bank _____

To

The Secretary General

Quality Council of India

New Delhi – 110 002

Sir,

1. With reference to contract/ agreement/ work order No. <Work order Reference No.>dated <__> <Month>, <Year> concluded between **Quality Council of India**, hereinafter referred to as the Purchaser and **M/s <Service Provider Firm Name>** hereinafter referred to as the contractor for <Project Name> as detailed in the above contract which contract is hereinafter referred to as the "Said Contract" and in consideration of the Purchaser having agreed to make advance payment in accordance with the terms of the said Contract to the said contractor, we the _____bank, hereinafter call the Bank hereby irrevocably undertake and guarantee to you that if the said Contractor would fail to develop and supply the stores in accordance with the terms of the said Contract for any reason whatsoever or fail to perform the Said Contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum up to a maximum of**Rs.** (Rupees Only) in accordance with the provisions contained in **Clause <>** of the said Contract.
2. We further agree that the Purchaser shall be the sole judge as to whether the contractor has failed to develop and deliver the data required in accordance with the terms of the Said Contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to Contractor has become repayable to the Purchaser and to the extent and monetary consequences thereof by the Purchaser.
3. We further hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under this Guarantee shall be restricted to an amount not exceeding**Rs** (Rupees Only).
4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period of 3 months from the date on unless the Purchaser in his sole discretion discharges the Guarantee earlier. Beneficiary's right as well the Bank's Liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before completion of one year from expiry date i.e. <>

5. We further agree that any change in the constitution of the Bank or the constitution of the contractor shall not discharge our liability hereunder.

6. We further agree that the Purchaser shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said Contract or to extend the time of development/delivery from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the contractor and either to forbear or enforce any of the terms and conditions relating to the Said Contract and we shall not be relieved from our liability by reason of any such variation or any indulgence or for bearance shown or any act or omission on the Purchaser or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Purchaser in writing.

Yours faithfully,
for _____ Bank
(Authorised Attorney)

Place: _____

Date: _____

Seal of the Bank