

**EOI Notice No. N-14070/52/2010-Infra dated 29 December, 2010**

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**REQUEST FOR PROPOSAL**

**Consultancy for providing advisory services for Public Private  
Participation in Health-care**

**Background**

1. The Secretariat for Infrastructure is evolving a model for involving private participation in developing and operating hospitals. In this connection, necessary expertise related to performance indicators in hospitals, insurance schemes for health care, output specifications for hospital equipment, manpower requirement, etc would be required from an experienced and qualified person.

**Request for Proposal**

2. Under Secretary (Infrastructure), Planning Commission, for and on behalf of the President of India, hereby invites proposals from **individuals with post graduate degree in medicine/ surgery.**

**Validity of Proposal**

3. The proposal should be valid for a period not less than 60 days from the due date for receiving the proposal.

**Objective and Scope of the Assignment**

4. Planning Commission is evolving a Model Concession Agreement for setting up multi-specialty hospitals in districts through Public Private Partnership. In the process of evolving the document, technical inputs related to management and monitoring of hospitals would be required. The consultant is expected to prepare necessary schedules incorporating relevant information for the purpose. The objective of the assignment is to set out exhaustively and cogently all aspects related to performance indicators in hospitals, insurance schemes for health care, output specifications for hospital equipment, manpower requirement, applicable standards, approvals required in setting up hospitals, etc.

## **Terms of Reference**

5. The consultant would be required to carry out the following tasks and help integrate its inputs in the model being prepared by the Planning Commission.
  - a) Establishment of quality and performance indicators to ensure that the service rendered by the private entity is of specified standards.
  - b) Assessment of space and manpower requirement for a 200-bed secondary hospital and a 400-bedded tertiary hospital-cum-medical college
  - c) Estimation of the capital expenditure and operational expenditure of a hospital including equipment required
  - d) Establishment of Patients' Rights Charter
  - e) Collating information on and analysis of existing insurance schemes in the states and their applicability to the PPP scheme
  - f) Applicability of IPHS, NABH and NABL standards in the Concession Agreement
  - g) Establishment of regulatory standards
  - h) Determining approvals required for setting up the hospital and making it operational

## **Eligibility**

6. **Doctors with post graduate degree in medicine/surgery** and having proven clinical experience of working in, at least, a 100 bed hospital for the last fifteen years shall be eligible to apply. **Additional weightage shall be given for experience in insurance-based health schemes/quality assurance.** The Applicant shall not be above 70 years of age.

## **Brief Description of the Selection Process**

7. A two stage selection process will be adopted in evaluating the Proposals. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant shall be selected while the second ranked Applicant will be kept in reserve.

## **Timeframe**

8. The consultancy shall be for a period of four months. Draft inputs shall be made available from time to time as per requirement and shall be finalised after discussions with the Authority. The Consultant shall be required to spend at least 60 working days in either the Planning Commission or on site visits related to the consultancy.

### **Right to reject any or all Proposals**

9. Notwithstanding anything contained in this RFP, the Planning Commission reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
10. The Planning Commission reserves the right to reject any Proposal if:
  - (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Applicant does not provide, within the time specified by the Planning Commission, the supplemental information sought by the Planning Commission for evaluation of the Proposal.

### **Submission of Proposals**

11. The Proposal shall be typed or written in indelible ink and signed by the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

  - (a) CV has been submitted;
  - (b) Applicant meets the Conditions of Eligibility;
  - (c) the CV has been recently signed in blue ink by the by the Applicant. Photocopy or unsigned / countersigned CV shall be rejected;
  - (d) the CV shall contain an undertaking from the Applicant about his/her availability for the entire period of report preparation; and
  - (e) the Applicant has good working knowledge of English language.
12. Failure to comply with the requirements spelt out in Clause 11 above shall make the Proposal liable to be rejected.
13. If an Applicant makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment

regarding availability for the Project is not fulfilled at any stage after signing of the Letter of Acceptance, he shall be debarred for any future assignment of the Planning Commission for a period of five years.

14. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
15. The Planning Commission reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the Planning Commission to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Planning Commission thereunder.
16. In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant. If the Applicant has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Planning Commission without the Planning Commission being liable in any manner whatsoever to the Applicant.
17. The Proposal shall be submitted by the Applicant with each page of the submission signed in blue ink. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Planning Commission and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Planning Commission, the latter shall prevail.
18. The Proposal will be sealed in an outer envelope which will bear the address of the Planning Commission, RFP Notice no., Consultancy name and the name and address of the Applicant. It shall bear on top, the following:

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

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

- (i) The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'. The envelope marked "Technical Proposal" shall contain the Application in the prescribed format along with relevant Forms and supporting documents.
  - (ii) The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format.
- 19. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 20. The completed Proposal must be delivered on or before the specified time on the due date as per Clause 31. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 21. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- 22. The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Report by the Planning Commission and discharge of all obligations of the Consultant under the Agreement.

### **Financial Proposal**

- 23. Applicants shall submit the financial proposal in the Forms at ANNEX-3 clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.
- 24. While submitting the Financial Proposal, the Applicant shall ensure the following:
  - (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, printing of documents, taxes etc. The total amount indicated in the Financial Proposal shall be

without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

### **Proposal Due Date**

25. The proposals should be submitted on or before 11.00 hours on January 18, 2011 to

Shri C.K. Sharma,  
Section Officer (Infrastructure),  
Planning Commission,  
Room 224, Yojana Bhawan,  
Parliament Street,  
New Delhi – 110 001  
For any further queries please contact: [namita.m@nic.in](mailto:namita.m@nic.in).

### **Late Proposals**

26. Proposals received by the Planning Commission after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.
27. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by the Planning Commission, shall be disregarded.

### **Evaluation Process**

28. The Planning Commission shall open the Proposals at 11.30 hours on the due date, at the place specified in Clause 31 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.
29. Prior to evaluation of Proposals, the Planning Commission will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) it is received in the specified format;
  - (b) it is received by the due date including any extension thereof;
  - (c) it is signed, sealed and marked as stipulated;
  - (d) it contains all the information (complete in all respects) as requested in the RFP;
  - (e) it does not contain any condition or qualification; and
  - (f) it is not non-responsive in terms hereof.
30. The Planning Commission reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Planning Commission in respect of such Proposals.
31. The Planning Commission would subsequently examine and evaluate Proposals in accordance with Clause 6 in this RFP.
32. After the technical evaluation, the Planning Commission would prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The opening of Financial Proposals shall be done in presence of Applicants who choose to be present. The Planning Commission will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

### **Clarifications**

33. To facilitate evaluation of Proposals, the Planning Commission may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Planning Commission for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Planning Commission may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

### **Evaluation of Technical Proposals**

34. In the first stage, the Technical Proposal will be evaluated on the basis of the experience of the Applicant. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ).

35. The scoring criteria to be used for evaluation shall be based on the number of years of experience and its relevance to the proposed Terms of Reference. The minimum eligibility will be determined on the basis of experience of having worked in, at least, a 100 bed hospital for fifteen years. For additional years of service and for larger hospitals with a capacity of greater than 100 beds, additional weightage shall be accorded on a pro-rata basis. For the purpose of experience in insurance-based health schemes/quality assurance weightage would be given on the number of years of experience in handling insurance based schemes and also the number of such patients handled by the hospital.

### **Evaluation of Financial Proposal**

36. In the second stage, the financial evaluation will be carried out and each Financial Proposal will be assigned a financial score ( $S_F$ ).
37. For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
38. The Planning Commission will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

### **Combined Technical and Final Evaluation**

39. Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

40. The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in

reserve in case the first ranked Applicant withdraws, or fails to comply with the requirements as the case may be.

### **Award of Consultancy**

41. After selection, a Letter of Award shall be issued, in duplicate, by the Planning Commission to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The LOA shall constitute the Agreement for the purpose of this consultancy assignment.

### **Proprietary data**

42. All documents and other information provided by the Planning Commission or submitted by an Applicant to the Planning Commission shall remain or become the property of the Planning Commission. Applicants are to treat all information as strictly confidential. The Planning Commission will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Planning Commission in relation to the Consultancy shall be the property of the Planning Commission.

### **Deliverables and Payment to the Consultant**

43. Billing and payments in respect of the Services shall be made as follows:-

Sl. No.	Work Description	Payment (%)
1	Report on performance indicators and Report on analysis of insurance schemes prevalent in the country and their applicability to the PPP model	50%
2	Report on applicability of IPHS, NABH and NABL standards in the Concession Agreement and Report on assessment of space and manpower requirement for a 200-bed hospital and capital expenditure and operational expenditure of a hospital including equipment requirement and Establishment of Patients' Rights Charter and regulatory standards; Determining approvals required for setting up the hospital and making it operational	50%
	<b>Total</b>	<b>100%</b>

44. The Planning Commission shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Planning Commission of duly completed bills with necessary particulars.
45. All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Planning Commission by the Consultant.

#### **Performance Security**

46. The Planning Commission shall retain by way of performance security 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiration of the contract.

#### **Liquidated Damages for error/variation**

47. In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Planning Commission in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

#### **Liquidated Damages for delay**

48. In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Contract Value per day, subject to a maximum of 10% (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

#### **Appropriation of Performance Security**

49. The Planning Commission shall have the right to appropriate the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of Agreement or for recovery of liquidated damages.

## **Miscellaneous**

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

## ANNEX-I

### Particulars of the Applicant

1	Title of Consultancy:
2.	State the following: Name, designation, address and phone numbers of Applicant: Name: Designation: Currently employed: Address: Phone No.: Fax No. : E-mail address:
3.	(i) Number of Years in Clinical Service in Multi Specialty Hospitals. (ii) State whether the Service is available with respect to Medicine or Surgery with details of employment in chronological order. Relevant details as required in terms of Clauses 6 and 35 of the RFP may necessarily be provided. (iii) State whether the expertise is available in insurance-based health schemes/ quality assurance. (iv) Number of years of clinical experience in insurance-based health schemes. (v) Number of insured patients catered to by the hospital on a yearly basis. (vi) Details of experience indicating hospitals, its location and number of beds in the hospital. (vii) Explain in about 100 words the salient features of the insurance based health scheme.
4.	For the Applicant, state the following information: (i) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?

	Yes/No
(ii) Has the Applicant ever failed to complete any work awarded to it by any public entity/ Planning Commission in last five years?	
	Yes/No
(iii) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?	
	Yes/No
(iv) Has the Applicant, suffered bankruptcy/insolvency in the last five years?	
Yes/No	

## ANNEX-2

### Curriculum Vitae (CV) of Applicant

1. Name of Personnel:
2. Date of Birth:
3. Nationality:
4. Educational Qualifications:
5. Membership with Professional Associations/ Bodies:
6. Other Training:
7. Countries of Work Experience:
8. Employment Record:

(Starting with present position, list in reverse order every employment held.)

#### Certification:

1. I am willing to work on the consultancy and I will be available for entire duration of the assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Professional)

Place.....

**(Signature and name of the Applicant)**

**ANNEX-3**  
**FINANCIAL PROPOSAL**  
**(Form 1)**  
**Covering Letter**  
(On Applicant's letter head)

(Date and Reference)

To,

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Dear Sir,

Subject: **Appointment of Consultant for “Providing Consultancy  
Advisory Services for PPP in Health Care”**

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

I agree that this offer shall remain valid for a period of 60 (sixty) days from the due  
date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Applicant)

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

Form - 2**Financial Proposal**

<b>Item No.</b>	<b>Description</b>	<b>Amount (Rs.)</b>
<b>A.</b>	<b>PERSONNEL AND MISCELLANEOUS COSTS</b>	
I	Remuneration for Personnel (inclusive of all personal allowances and traveling costs within Delhi only)	
II	Miscellaneous Expenses	
	<b>TOTAL (including taxes) (in Rs.)</b> In Indian Rupees in figures in words _____	

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal.
2. All travel outside Delhi shall be borne by the Planning Commission and all expenses on his account reimbursed as per entitlements of a Joint Secretary level officer of Government of India.
3. The reimbursement of cost and expenses shall be limited to the amounts indicated above.
4. No escalation on any account will be payable on the above amounts.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.