

# ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NEW DELHI



## REQUEST FOR PROPOSAL

### INFORMATION TECHNOLOGY PROGRAM MANAGEMENT CONSULTANT

AIIMS - New Delhi invites proposals from Information Technology Program Management Consultancy (IT PMC) firms for delivering consulting services for process reengineering, project development and project management activities for implementation of Integrated Medical University Information System (IMUIS) at AIIMS, New Delhi. The Consultant shall be required to undertake consultancy services for implementation of Hospital Information Management System, Academics Management System, Research Management System, RIS, PACS, LIMS, EMR, Health Information Exchange, EHR, Telemedicine, ERP (including but not limited to Finance, Stores, Human Resources, etc.), Analytics, IOT, Administrative Dashboards, etc.

**RFP Notice No.**

[AIIMS/PMU/MP-04/2021-22]

**For applicant queries :**

pmu@aiims.edu

**Last Date for Queries:**

**4<sup>th</sup> October 2021- 10:00am**

**Pre-Proposal Conference:**

**5<sup>th</sup> October 2021 - 10:00am**

**Proposal Due Date:**

**1<sup>st</sup> November 2021**

**- 12:00pm**

**For further details, visit:**

**<https://gem.gov.in/>**

**GeM Bid Number:**

**GEM/2021/B/1556364**





**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS)**

ANSARI NAGAR, NEW DELHI

**REQUEST FOR PROPOSAL**

SELECTION

OF

INFORMATION TECHNOLOGY PROGRAM MANAGEMENT  
CONSULTANCY (IT PMC) FIRM

FOR

DELIVERING CONSULTING SERVICES FOR PROCESS  
REENGINEERING, PROJECT DEVELOPMENT AND  
PROJECT MANAGEMENT ACTIVITIES

FOR IMPLEMENTATION OF  
INTEGRATED MEDICAL UNIVERSITY INFORMATION  
SYSTEM (IMUIS) AT AIIMS, NEW DELHI

RFP Notice No. [AIIMS/PMU/MP-04/2021-22]

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**REQUEST FOR PROPOSAL**

SELECTION  
OF  
INFORMATION TECHNOLOGY PROGRAM MANAGEMENT CONSULTANCY (IT PMC) FIRM  
FOR  
DELIVERING CONSULTING SERVICES FOR PROCESS REENGINEERING, PROJECT  
DEVELOPMENT AND  
PROJECT MANAGEMENT ACTIVITIES  
FOR IMPLEMENTATION OF  
INTEGRATED MEDICAL UNIVERSITY INFORMATION SYSTEM (IMUIS) AT AIIMS, NEW  
DELHI

### **Disclaimer**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority

reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



## **Glossary**

|                                     |  |
|-------------------------------------|--|
| <b>Additional/ Support Resource</b> | As defined in Clause 2.1.4.14              |
| <b>Agreement</b>                    | As defined in Schedule-2                   |
| <b>Agreement Value</b>              | As defined in Clause 8.6.1.2 of Schedule-2 |
| <b>Applicable Laws</b>              | As defined in Schedule-2                   |
| <b>Applicant</b>                    | As defined in Clause 2.1.1                 |
| <b>Associate</b>                    | As defined in Clause 2.2.4                 |
| <b>Authorised Representative</b>    | As defined in Clause 2.12.2                |
| <b>Authority</b>                    | As defined in Clause 1.1.1                 |
| <b>A&amp;M</b>                      | Approach & Methodology                     |
| <b>Bid Security Declaration</b>     | As defined in Clause 2.19.1                |
| <b>Conditions of Eligibility</b>    | As defined in Clause 2.2.1                 |
| <b>Conflict of Interest</b>         | As defined in Clause 2.3.1                 |
| <b>Core IT PMC Team</b>             | As defined in Clause 2.1.4                 |
| <b>CV</b>                           | Curriculum Vitae                           |
| <b>Deliverables</b>                 | As defined in Annex-3                      |
| <b>Documents</b>                    | As defined in Clause 2.9                   |
| <b>Effective Date</b>               | As defined in Clause 8.2.1 of Schedule-2   |
| <b>Eligible Assignments</b>         | As defined in Clause 2.2.2                 |
| <b>EPC</b>                          | Engineering Procurement Consultant         |
| <b>Financial Proposal</b>           | As defined in Clause 2.15.1                |
| <b>Form of Agreement</b>            | Form of Agreement as in Schedule-2         |
| <b>INR, Re, Rs.</b>                 | Indian Rupee(s)                            |
| <b>Inception Report</b>             | As specified in Schedule-1 of TOR          |
| <b>LOA</b>                          | Letter of Award                            |
| <b>Official Website</b>             | As defined in Clause 1.9.2                 |
| <b>Personnel</b>                    | As defined in Clause 8.1.7 of Schedule-2   |
| <b>Project</b>                      | As defined in Clause 1.1.1                 |
| <b>Information Technology (IT)</b>  | As defined in Clause 3.14.2                |

|                                 |  |
|---------------------------------|--|
| <b>IT PMC</b>                   | As defined in Clause 7.2                   |
| <b>Prohibited Practices</b>     | As defined in Clause 4.1                   |
| <b>Proposal</b>                 | As defined in Clause 1.2                   |
| <b>Proposal Due Date or PDD</b> | As defined in Clause 1.8                   |
| <b>RFP</b>                      | As defined in Disclaimer                   |
| <b>Selected Applicant</b>       | As defined in Clause 1.6                   |
| <b>Selection Process</b>        | As defined in Clause 1.6                   |
| <b>Services</b>                 | As defined in Clause 3.3 of Schedule-1     |
| <b>Sole Firm</b>                | As defined in Clause 2.1.1                 |
| <b>Statutory Auditor</b>        | An Auditor appointed under Applicable Laws |
| <b>Sub-Consultant</b>           | As defined in Clause 8.1.2 of Schedule-2   |
| <b>Technical Proposal</b>       | As defined in Clause 2.14.1                |
| <b>TOR</b>                      | As defined in Clause 1.2                   |
| <b>US\$</b>                     | United States Dollar                       |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## **Request for Proposal**

## 1. INTRODUCTION

### 1.1 Background

**1.1.1** All India Institute of Medical Sciences, New Delhi (AIIMS) and represented by the Director, AIIMS (the “**Authority**”), has decided to undertake the redevelopment of AIIMS as a world class medical university.

**1.1.2** AIIMS was established as an institution of national importance by an Act of Parliament in the year 1956. With the objective of developing ground-breaking patterns of teaching in undergraduate and post-graduate medical education in all its branches, AIIMS has demonstrated and continues to demonstrate the highest standards of medical education. It is today regarded as a fountainhead of medical education and research par excellence.

**1.1.3** AIIMS is also the Nation’s apex Healthcare institution, with significant standing in the national as well as international medical arena. It has distinguished itself as being a tertiary centre for offering the best of medical treatment to the patients from across the country, along with accessibility to the economically weaker sections of the society. In the year 2018-19 itself, AIIMS has treated a record number of over 41,45,453 patients in OPD, over 2,57,397 patients in IPD and performed over 2,57,465 surgeries in the year 2018-19.

**1.1.4** AIIMS, New Delhi has topped the list of the best medical institute in the country according to the National Institutional Ranking Framework (NIRF) 2021 of the Ministry of Human Resource Development.

**1.1.5** AIIMS, New Delhi provides academic excellence programs cutting across undergraduate and post-graduate programs across various medical, healthcare, and allied branches. The indicative academic program list is provided below:

| Program       | Courses              |
|---------------|----------------------|
| Undergraduate | MBBS                 |
|               | BSc. Nursing         |
|               | Others               |
| Postgraduate  | MD, MS, MDS, DM, MCh |
|               | MSc. Nursing         |
|               | Others               |

**1.1.6** Departments and Centres at AIIMS- As of March 31, 2021, AIIMS, New Delhi has a total of 60+ departments including specialties and super specialties along with more than nine specialty centers and 10 central facilities.

**1.1.7** Apart from AIIMS Main Hospital, the following is the indicative list of Speciality Centres and Campuses of AIIMS, New Delhi are mentioned below:

|   |  |
|---|--|
| Neurosciences Centre AIIMS, Ansari Nagar East, New Delhi  | Center for Dental Education and Research, Ansari Nagar East, New Delhi                         |
| Cardiothoracic Centre AIIMS, Ansari Nagar East, New Delhi                                       | Majid Moth Campus including surgical block, MCH Block, National Centre for Ageing, OPD         |
| Dr. B.R. Ambedkar Institute-Rotary Cancer Hospital, Ansari Nagar East, AIIMS Campus, New Delhi, | Dr. Rajendra Prasad Center for Ophthalmic Sciences, Ansari Nagar, Ansari Nagar East, New Delhi |
| Jai Prakash Narayan Apex Trauma Center, Safdarjung Enclave, New Delhi                           | National Drug Dependence Treatment Center, Ghaziabad   |
| National Cancer Institute, Jhajjar Campus   | Comprehensive Rural Health Services Project, Ballabgarh  |
| Mid Town Rotary Hospital (AIIMS), Trilokpuri, New Delhi   |  |

**1.1.8** AIIMS, New Delhi also constitutes more than 21 central facilities (2021), including:

|  |   |   |
|--|---|---|
| B.B. Dikshit Library                     | Hostel Management                           | Stem Cell Facility                        |
| AIIMS Cadaveric Surgical Skills training | K.L. Wig CMET                               | Bio-Medical Waste Management              |
| Central Animal Facility                  | Medical Social & Welfare Services           | Central Sterile Services                  |
| Computer Facility                        | National Poisons Information Centre         | Media Cell & Protocol Division            |
| Central Workshop                         | Organ Retrieval Banking Organisation        | AIIMS Infection Control                   |
| Employees Health Services/Scheme         | Telemedicine Facility                       | Centralized Core Research Facility (CCRF) |
| Electron Microscope Facility             | Transport Facility                          | Stores                                    |
| Engineering Services                     | Medical Social Welfare Unit (Main Hospital) | and more                                  |

**1.1.9** The AIIMS, New Delhi Campus currently houses the medical college, hostels, hospitals, faculty and staff housing, and other amenities. AIIMS, New Delhi has initiated work on its redevelopment plan to emerge as a world class medical university and state-of-the-art healthcare facility. It laid down a comprehensive plan with an aim to increase the bed capacity of the hospital by more than 50 percent, from the existing 2,084 beds (inclusive of all the centers) to about 5,000 beds. The integrated 'one campus' will focus to all the investigative, therapeutic, operative, rehabilitative, and vocational needs of the patients and academic and research needs of scholars and students.

**1.1.10** AIIMS, Delhi intends to embark on a transformation journey on the back of advance digital technology. The proposed project is for a design, development, and

maintenance of an Integrated Medical University Information System (IMUIS) encompassing hospital information management system, Academic Management System, Research Information Management System, RIS, PACS LIMS, EMR, Health Information Exchange, EHR, telemedicine, ERP (including but not limited to Finance, Stores, Human Resources, etc.), Analytics, IOT, Administrative Dashboards and other such digital solutions (the “**Project**”).

**1.1.11** In pursuance of the above, the Authority has decided to carry out the process for Selection of Information Technology Program Management Consultancy (IT PMC) Firm (the “**Consultant**”), for Delivering Consulting Services for Process Reengineering, Project Development and Project Management Activities for Implementation of Integrated Medical University Information System (IMUIS) at AIIMS, New Delhi. The Consultant shall be required to undertake Process Reengineering, Project Development and Project Management Activities for Implementation in accordance with the Terms of Reference specified at Schedule-1 of this RFP (the “**TOR**”).

## **1.2 Request for Proposals**

The Authority invites proposals (the “**Proposals**”) for selection of Program Management Consultancy (IT PMC) Firm for Delivering Consulting Services for Process Reengineering, Project Development and Project Management Activities for Implementation of Integrated Medical University Information System (IMUIS) in three different phases (Ph-I to Ph-III), as explained in subsequent sections, in order to assist AIIMS, New Delhi in successful project implementation of an enterprise level Integrated Medical University Information System (IMUIS) which shall serve the need of all stake-holders and result-in better health outcomes.

The IT PMC Consultant shall be required to deliver the consultancy services in accordance with the Terms of Reference specified in Schedule-1 of this RFP (the “**TOR**”) (Collectively the “**Consultancy**”).

The engagement of IT PMC shall be for a duration of 60 months (5 years) from the start of the project (on-boarding of Consultant at AIIMS) and further extendable by another 24 months (2 years) (one year at a time). The discretion for extending the contract shall rest with the Authority (AIIMS, New Delhi) on the terms and conditions provided under this RFP. In

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

## **1.3 Due Diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Project site, and/or sending written queries to the Authority.

#### **1.4 Sale of RFP Document**

The Applicants shall download the RFP Document directly from the websites <https://gem.gov.in/> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Proposal will be summarily rejected.

#### **1.5 Validity of the Proposal**

As per GeM policy on offer validity period, the Proposal shall be initially valid for a period of 90 days from the date of publishing of the RFP on GeM and on the request of authority, the applicant maybe required to extend it by upto additional 120 days.

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

The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial proposals. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

#### **1.7 Currency Conversion Rate and Payment**

**1.7.1** For the purposes of technical evaluation of Applicants, Rs. 70 (Rupees seventy) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 70 (seventy) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

**1.7.2** All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

#### **1.8 Schedule of Selection Process**

The Authority would endeavour to adhere to the following schedule:

| <b>Sr. No.</b> | <b>Event Description</b>                                   | <b>Date &amp; Time</b>                      |
|----------------|--|---|
| 1.             | Last date for receiving queries/clarifications (via email) | 4 <sup>th</sup> October 2021 till 10:00 hrs |

|    |                                     |  |
|----|-------------------------------------|--|
| 2. | Pre-Proposal (Pre-bid) Conference   | 5 <sup>th</sup> October 2021, 10:00 hrs  |
| 3. | Authority's response to pre-queries | By 11 <sup>th</sup> October 2021         |
| 4. | Proposal Due Date or PDD            | 1 <sup>st</sup> November 2021, 12.00 hrs |
| 5. | Opening of Proposals (on GeM)       | 1 <sup>st</sup> November 2021, 12.30 hrs |
| 6. | Financial Bid opening (on GeM)      | Before 30 <sup>th</sup> November 2021    |

**Pre-Proposal (Pre-bid) Conference:** The date, time and venue of Pre-Proposal Conference shall be:

Date: 5<sup>th</sup> October 2021

Time: 10:00 hrs

Venue: Dr. Ramalingaswami Board Room, Near Director's Office, All India Institute of Medical Sciences, New Delhi

A maximum of two authorized representatives of each applicant shall be allowed to participate in the pre-proposal conference.

Applicants requiring any clarification on the RFP may send their queries to the Authority via e-mail ([pmu@aiims.edu](mailto:pmu@aiims.edu) and [aiimspmu@gmail.com](mailto:aiimspmu@gmail.com)) at least 24hrs prior to the pre-proposal conference. All queries must refer to the specific clauses of the RFP on which the applicant desires to seek clarification or make any suggestion.

## **1.9 Communications**

**1.9.1** All queries by prospective applicants must be sent to the following email id's only: [pmu@aiims.edu](mailto:pmu@aiims.edu) and [aiimspmu@gmail.com](mailto:aiimspmu@gmail.com)

**1.9.2** The "Official Website" of the Authority is: [www.aiims.edu](http://www.aiims.edu) and <https://gem.gov.in/>. Applicants are advised to visit this website regularly to keep them updated, for any changes/ modifications in the RFP.

Applicants are advised to visit GeM website <https://gem.gov.in/> regularly till Proposal due date, for any corrigendum.

The documents to be submitted in their Proposal should be scanned in at least 100 dpi with black and white / Colour option.

The signed Bid Declaration to be submitted along with the tender Technical Proposal as mentioned above failing which the bid shall be summarily rejected.

**1.9.3** All communications pertaining to the RFP, should contain the following information, to be marked at the top in bold letters:



*RFP for Selection of Information Technology Program Management Consultancy (IT PMC) Firm for Delivering Consulting Services for Process Reengineering, Project Development and Project Management Activities for Implementation of Integrated Medical University Information System (IMUIS) at AIIMS, New Delhi*

**RFP Notice No. [AIIMS/PMU/MP-04/2021-22]**

**RFP for Selection of Information Technology Project Management Consultancy (IT PMC) Firm for Delivering Consulting Services for Project Development and Project Management Activities for Implementation of Integrated Medical University Information System (IMUIS) at AIIMS, New Delhi.**

## **2. INSTRUCTIONS TO APPLICANTS**

### **A. GENERAL**

#### **2.1 Scope of Proposal**

- 2.1.1** Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as the “Sole Firm” only (the “Applicant”). The term applicant (the “Applicant”) used herein would apply to a single entity. The Bidding as a consortium is not allowed under the scope of this project. Sub-contracting for any part of the scope of work is also not allowed.
- 2.1.2** Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3** The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted digitally as per Appendix-II (Notes for Financial Proposal). Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2 (“Agreement”).
- 2.1.4** Core IT PMC Team
- 2.1.4.1** The following are the manpower requirements as part of scope of IT PMC for the Project.
- 2.1.4.2** The IT PMC shall provide for the manpower as specified herein, which shall discharge their respective responsibilities as specified below and as per scope of services.
- 2.1.4.3** Manpower is divided in two parts viz. Core IT PMC Team and Additional/ Support Resources. The resources specified in the core IT PMC team are required to be deployed at AIIMS, New Delhi premises for all three Phases (i.e., Phase-I, Phase II and Phase-III). The resources specified in the Additional/ Support Resources are optional and shall be available as and when asked by the Authority during the project duration.
- 2.1.4.4** In case, any Additional/ Support Resources are required for the full-time deployment at AIIMS, New Delhi and/ or its Centres, then the Authority shall issue an additional work order to the agency which shall contain details on list and number of resources along with man-months for which the resource is required to be deployed. The payments shall be made in line with the man-month rate agreed with the Applicant in the final Agreement.

- 2.1.4.5** The Applicant may deploy any additional resources on its own cost and discretion during the project duration to achieve the project outcomes (i.e., scope coverage, deliverables, and timelines).
- 2.1.4.6** The Authority reserves the right to ask for replacement if the said resource, in view of the Authority, is not performing satisfactorily.
- 2.1.4.7** All resources deployed by IT PMC will adhere with the Authority security guidelines and IT Security guidelines. IT PMC shall keep NDA or Background check records of each employee. IT PMC resources shall sign an individual level NDA with the Authority.
- 2.1.4.8** IT PMC to propose resources (applicable only in case of replacement asked by the Authority) to be deployed on the project. Once the resources are approved by the Authority then only the same shall be deployed on the project.
- 2.1.4.9** The core team shall be deployed at AIIMS, New Delhi and/ or its centres. The resources deployed on the project must be on the payroll of the selected agency.
- 2.1.4.10** The Authority reserves the right to ask to replace any resource, any-time during the execution of project, to which the IT PMC shall always comply with.
- 2.1.4.11** Separate profiles need to be proposed against different roles. The Authority reserves the right to interview resources proposed by the IT PMC.
- 2.1.4.12** The Authority does not encourage replacement of resources unless it has been explicitly asked for by The Authority. If, however, due to some pressing needs, The Authority concurs to the request of IT PMC or otherwise a replacement of resource, the new proposed resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise, in accordance with criteria laid down in this RFP.
- IT PMC shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.

The IT PMC shall provide for the following manpower, which shall discharge their respective responsibilities as specified below:

**Core IT PMC Key Personnel Team Composition:**

| Sr. No. | Key Personnel | Responsibilities  | Number of personnel |
|---------|---------------|---|---------------------|
| 1       | Team Lead     | <p>Lead, coordinate and supervise/monitor the entire IT PMC team and assist Authority, AIIMS in the implementation of proposed IMUIS.</p> <p>Act as a Point of contact Person (PoC) for their respective category of delivery. Be responsible for project management of team and their respective tasks and overall deliverables.</p> <p><b><u>Technical Skills:</u></b></p> <ol style="list-style-type: none"> <li>1. Understand digital health solutions, health IT standards, NDHB &amp; NDHM and deep healthcare process understanding and ability to assess the root cause and find solutions for the project as and when they arise</li> <li>2. Understands program/ project management with ability to lead a team, outline detailed project planning and monitoring system to deliver the project outcomes on timely manner.</li> <li>3. Well conversant with PM tools and BPR documentations for a software development project.</li> </ol> <p><b><u>Organization Skills:</u></b></p> <ol style="list-style-type: none"> <li>1. Able to use organization skills to manage multiple facets of a large-scale project and track progress for several programs at once</li> <li>2. Able to manage and communicate with multiple stakeholders (internal and external)</li> <li>3. Responsible for stakeholder consultations, requirements gathering and assist in solution design.</li> </ol> <p><b><u>Core Program Management Skills:</u></b></p> <ol style="list-style-type: none"> <li>1. Ability to drive complex strategic initiatives with high visibility, critical timelines and multiple teams</li> <li>2. Ability to foresee risks and adopt relevant risk mitigation strategies</li> <li>3. Ability to drive complex strategic initiatives with high visibility, critical timelines and multiple teams.</li> </ol> | 1                   |

| Sr. No. | Key Personnel  | Responsibilities   | Number of personnel                 |
|---------|--|--|-------------------------------------|
|         |  | <p>4. Ability to build relationships with all the stakeholders (internal/external both)</p> <p>5. Develop, drive and implement Program / Project Management practices and able achieve desired outcome in stipulated time.</p> <p>6. Develop, and implement processes and practices to meet business needs.</p> <p>7. Lead end to end lifecycle of the project and cross functional programs from inception to completion of rollouts.</p> <p><b>Agile Skills:</b></p> <p>1. Should able to drive standard agile practices.</p> <p>2. Able to coach the team members on ways of working – Scrum, Scaled Agile or any adopted ways of working methodology best suitable for AIIMS environment</p> <p><b>Added Experience</b></p> <p>Experience in healthcare operations like medical, nursing, hospital, and other relevant areas with understanding of processes and operation practices. Assist in finalising business requirements for various functional modules and change requirements. Experience in implementation of digital health solutions (like HMIS, PACS, EMR, etc.), other e-Health solutions, ERP applications and other applicable solutions.</p> |                                     |
| 2.      | <p>Deputy Team Lead</p> <p>(i) Health IT</p> <p>(ii) ERP</p> | <p>Co-Lead with the IT PMC Team Lead, to coordinate and supervise/monitor the entire IT PMC team and assist Authority, AIIMS in the implementation of proposed IMUIS</p> <p>Act as a Point of contact Person (PoC) in absence of IT PMC Teal Lead for their respective category of delivery. Be responsible for project management of team and their respective tasks and overall deliverables as</p>  | <p><b>2</b></p> <p><b>(TWO)</b></p> |

| Sr. No. | Key Personnel | Responsibilities   | Number of personnel |
|---------|---------------|--|---------------------|
|         |               | <p>assigned by the IT PMC Team Lead and/ or the Authority.</p> <p>Specific requirement</p> <p><b>for Category -1:</b></p> <p>To evangelise the design of the entire integrated IMUIS application and be able to recommend integration requirements for new and existing applications in line with NDHB, NDHM, IndEA and other relevant standards/ practices.</p> <p>For <b>Category – 2</b>, the person shall be responsible for designing the proposed ERP solution taking into consideration, various integration, IndEA and other technical needs for IMUIS solution.</p> <p><b><u>Technical Skills:</u></b></p> <ol style="list-style-type: none"> <li>1. Understand and track technical issues and find solutions for program as and when they arise</li> <li>2. Understands architectural paradigms, design patterns and be conversant with IT Solutions/ Software Tools / PM tools</li> </ol> <p><b><u>Organization Skills:</u></b></p> <ol style="list-style-type: none"> <li>1. Able to use organization skills to manage multiple facets of a large-scale project and track progress for several programs at once</li> <li>2. Able to manage and communicate with multiple stakeholders (internal and external)</li> </ol> <p><b><u>Core Program Management Skills:</u></b></p> <ol style="list-style-type: none"> <li>1. Ability to drive complex strategic initiatives with high visibility, critical timelines and multiple teams</li> <li>2. Ability to foresee risks and adopt relevant risk mitigation strategies</li> <li>3. Ability to drive complex strategic initiatives with high visibility, critical timelines and multiple teams.</li> </ol> |                     |

| Sr. No. | Key Personnel                         | Responsibilities  | Number of personnel |
|---------|---------------------------------------|---|---------------------|
|         |                                       | <p>4. Ability to build relationships with all the stakeholders (internal/external both)</p> <p>5. Develop, drive and implement Program / Project Management practices and able achieve desired outcome in stipulated time.</p> <p>6. Develop, and implement processes and practices to meet business needs.</p> <p>7. Lead end to end lifecycle of the project and cross functional programs from inception to completion of rollouts.</p> <p><b>Agile Skills:</b></p> <p>1. Should able to drive standard agile practices.</p> <p>2. Able to coach the team members on ways of working – Scrum, Scaled Agile or any adopted ways of working methodology best suitable for AIIMS environment</p>  |                     |
| 3.      | Sr. Consultant - Enterprise Architect | <p>Well versed with India Enterprise Architecture (IndEA) framework for digital solution design and development. Experience in designing and solutioning of large enterprise level web-based application. Well-versed in latest information technologies and emerging trends/ technology like block chain, IOT, AI &amp; ML, etc.</p> <p>Responsible for stakeholder consultations, assist in requirements gathering and solution design.</p> <p>Specific requirement</p> <p><b>for Category -1:</b></p> <p>To evangelise the design of the entire integrated IMUIS application and be able to recommend integration requirements for new and existing applications in line with NDHB, NDHM, IndEA and other relevant standards/ practices.</p> <p>For <b>Category – 2</b>, the person shall be responsible for designing the proposed ERP solution taking into</p> | 1                   |

| Sr. No. | Key Personnel                   | Responsibilities  | Number of personnel |
|---------|---------------------------------|---|---------------------|
|         |                                 | consideration, various integration, IndEA and other technical needs for IMUIS solution.   |                     |
| 4.      | Sr. Consultant - Data Architect | Experience in Service-oriented architecture (SOA) and micro-services is desired for the assignment. Deep experience in data governance (Data Quality, Meta data Management, Data Security) is a must. Exposure to Health IT & Health Data Standard is desired. He or she shall be responsible for managing, conceptualization and design of various Healthcare building blocks and their integrations. Responsible for stakeholder consultations, assist in requirements gathering and solution design. | 1                   |

**Note:**

The 5-member Core IT PMC Team listed above from Sr. No. 1 – 4 shall be on the payroll/working as a consultant with the Applicant at the time of signing of the Agreement and must be physically positioned at AIIMS, New Delhi throughout the duration of agreement unless mentioned otherwise or specifically permitted by the authority to work off-site in view of any exigencies like lockdown or any other operational reasons or for a short duration on the request of applicant, etc.

**Additional Resources; on need basis**

Following is an indicative list of additional resources the applicant will be required to deploy on the assignment on need basis from time to time. Additional resources may not be deployed full time on site all the time. However, the authority reserves the right to requisition the presence of any of the deployed additional resource on site if required as per the project need.

| Sr. No. | Key Personnel                 | Responsibilities   |
|---------|-------------------------------|--|
| 1.      | Healthcare Operations Analyst | Deep experience in healthcare operations like medical, nursing, hospital, and other relevant areas with understanding of processes and operation practices. Assist |



| Sr. No. | Key Personnel   | Responsibilities  |
|---------|---|---|
|         |   | <p>in finalising business requirements for various functional modules and change requirements.</p> <p>Demonstrated experience in implementation of digital health solutions (like HMIS, PACS, EMR, etc.), other e-Health solutions, ERP applications and other applicable solutions.</p> <p>Responsible for stakeholder consultations, requirements gathering and assist in solution design.</p>  |
| 2.      | Medical Expert  | <p>Clinical Experience and understanding of medical and hospital processes and operations needs. Assist in finalising business requirements for various functional modules and change requirements. Responsible for stakeholder consultations, requirements gathering and assist in solution design.</p>  |
| 3.      | IT Infrastructure Expert / HW Sizing Expert             | <p>Responsible for IT Infrastructure sizing for current and future needs, ability to plan and developing robust monitoring system for deployment of IT infrastructure in line with DPR/ finalised IMUIS.</p>  |
| 4.      | IT Security/Data Privacy Expert/ Cyber Security Expert  | <p>Experience in IT Security planning and implementation. Prepare BRD for IT security measures and required solutions to ensure current and future needs for the Project are addressed. Recommend required third party audits, solutions, and interventions to safeguard the Project from any internal and external IT vulnerability.</p> <p>Experience in cyber security for large application/ organisation. Should be responsible for securing an organization's IT systems, networks, and devices from unauthorized access and preventing</p> |
| 5.      | Capacity Building/Training and Change Management Expert | <p>Assist in capacity building and change management activities. Should be well versed in planning and conducting training programmes including content creation. Writing background materials and preparation of reports, manuals, and presentation.</p>   |

| Sr. No. | Key Personnel                | Responsibilities   |
|---------|------------------------------|--|
| 6.      | Financial/Commercial Expert  | Should have engaged in procurement in government sector as a finance expert dealing in various financial management activities like preparing DPRs/RFPs and costing of various projects  |
| 7.      | Procurement Expert           | Experience in public procurement and contracting with preparation of Bid documentations. Should be well-versed with the GFRs and other recent procurement & contracting guidelines/ notifications of the Government of India.<br><br>Define SLAs, Agreement and assist in managing contracts, delivering activities such as tracking of bid process management, project activities, milestones, payments calculation by taking into account of SLAs matrix, etc. |
| 8.      | Contracting Expert           | Lawyer with experience of drafting bid documents, contractual and bid documentations. Well versed procurement and contractual process and applicable guidelines/ act. Support in bid document preparation, bid process management and SLA monitoring.  |
| 9.      | UI/ UX Expert                | Experience in UI/ UX for large service-oriented application. Responsible for taking inputs from stakeholders and translating into business requirements. Conceptualization and design of user interfaces for both the categories of application.   |
| 10.     | Consultant- Business Analyst | Experience in healthcare operations/ service industry operations with understanding of processes mapping, SOPs and operation practices. Assist in process mapping, root cause analysis, finalising business requirements for various functional modules and change requirements.<br><br>Demonstrated experience in process mapping/ process audit/ process study with BRD preparation and understanding of lean/ process mapping tools                           |
| 11.     | Health Informatics Experts   | Expert in Health Informatics, Health IT & Data Standards and Health Solutions integration aspects.   |

| Sr. No. | Key Personnel                            | Responsibilities   |
|---------|--|--|
| 12.     | Business Intelligence/<br>Data Analytics | Trained in business intelligence & data analytics tools like Power BI/ Tableau/ Python/ others. Expert in data analytics database design, visualisation, dashboard and big data analytics. |
| 13.     | DevOps Expert                            | Responsible for release management and traceability to business requirements   |
| 14      | ERP Expert                               | Experience of implementing ERP in large organisations with at least 5000 users   |

## 2.2 Conditions of Eligibility of Applicants

**2.2.1** Applicants must carefully read all terms & conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. Notwithstanding anything else written in this RFP, at any stage before the financial evaluation, in case the number of eligible applicants is less than two, the Authority, at its sole discretion, reserves the right to relax “Conditions of Eligibility” for all proposals.

**2.2.2** To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

**(A) “Technical Capacity”:**

The Applicant shall be a Company incorporated under the Indian Companies (Amendment) Act, 2019 or a partnership firm registered under the Limited Liability Partnership Act of 2008 in India. The applicant must have minimum 7 (seven) years of business operations in India and a registered office in India. The Applicant shall be a Class-I Local Supplier as per GOI notification no P45021/2/2017-PP dated 16.09.2020 ('Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order). The Applicant shall be required to provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content with respect to the services being rendered under this RFP.

For the purposes of determining Conditions of Eligibility of the Applicant and for evaluating the Proposals under this RFP, both “**Eligible Assignments**” and “**Relevant Assignments**” as mentioned below must be satisfied by the Applicant.

**(i) Eligible Assignments for Applicant**

The following projects shall be deemed as eligible assignments **(the “Eligible Assignments” ##)**.

#### **Track-1**

1. Delivering **Information Technology (IT) Consulting services in Health sector** for Central/ State Governments (including Government Department/ Agencies/ PSUs/ Autonomous Institutes, etc.) in the last seven (7) years in India as a single assignment with contract value, not less than INR **12.0 Cr.** (Twelve Crore) The Applicant should have satisfactorily delivered the services under such contract for at least one year at the time of PDD.

#### **Track-2**

2. Delivering Information Technology (IT) Consulting services in any sector for Central/ State Governments (including Government Department/ Agencies/ PSUs/ Autonomous Institutes, etc.) in the last seven (7) years in India as a single assignment with contract value, not less than INR 12.0 Cr. (Twelve Crore) The Applicant should have satisfactorily delivered the services under such contract for at least one year at the time of PDD.

**The Applicant shall have, over the past 7 (seven) years preceding the Proposal Due Date, undertaken a minimum of 2 (two) Eligible Assignments which must include at least one assignment of Track 1.**

#### **(ii) Relevant Assignments for Applicants**

The following projects shall be deemed as relevant assignments **(the “Relevant Assignments”)**.

- Delivering Information Technology (IT) Consulting services in **any sector** for Central/ State Governments (including Government Department/Agencies/PSUs/Autonomous Institutes, etc.) in the last seven (7) years in India as a single assignment with contract value, not less than INR **6.0 Cr.** (Six Crore) The Applicant should have satisfactorily delivered the services under such contract for at least one year at the time of PDD

#### **Important Note:**

- ‘Information Technology’ (IT) means use of hardware, software, services, and supporting infrastructure to manage and deliver information using voice/data/video.
- For Eligible Assignments – Track 1 & Track 2 assignments cannot be the same assignment.

- In Track 1 eligible assignments, the term “**Information Technology (IT) Consulting services in health sector**” means core health sector consulting assignments involving IT system design, IT solution implementation, etc. Projects like smart city projects or projects in which health sector related consulting is a small part of the project shall not be considered as eligible assignments.
- Provided that for the Applicant claiming credit for an Eligible Assignment, the assignment should have completed at least one (1) year duration (from the effective date of the agreement), prior to PDD, and where credit is being claimed by Core IT PMC Team member, the applicant must ensure that he/she should have substantially worked in the claimed eligible assignment prior to PDD.
  - Each Eligible Assignment and Relevant Assignment for applicant must be accompanied with the Work Order(s)/ Agreement and Completion/ Ongoing Certificates from the client. In case the applicant does not submit the appropriate information in the technical proposal, the said proposal shall be rejected.

**(B) “Financial Capacity”:** The Applicant shall have minimum average annual turnover of **INR 6.0 crore** during the last three financial years (i.e. FY19, FY20 and FY21) **from consultancy services related to Information Technology related consulting only**. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing consultancy services/ advisory services and to its clients in **Information Technology related consulting only**. The Applicant should have a consolidated minimum positive net worth, in the last three Financial Years (i.e. FY19, FY20 and FY21). It is mandatory to provide a Statutory Auditory Certificate of the Applicant to support the financial capacity of Annual Turnover and Positive Net worth, for the specified years as per format in Form 5.

**(C) Availability of Core IT PMC Team:** The Applicant shall offer and make available all Core IT PMC Team members meeting the requirements specified in sub-clause (D) below.

**(D) Conditions of Eligibility for Core IT PMC Team:** Each of the members proposed under Core IT PMC Team should fulfil the Conditions of Eligibility specified below: -

| Sl. No. | Core IT PMC Team | Educational Qualification####   | Length of Professional Experience (Years)  | No. of Resources |
|---------|------------------|---|--|------------------|
| 1       | Team Lead        | Minimum qualification: MBA* or equivalent from a recognized University or Institution | Minimum 10 years’ experience in Health sector/ Health IT/ IT Sector with experience of large IT project consultancy/ implementation.<br><br>Should have at least two eligible assignments out of | 1                |

| Sl. No. | Core IT PMC Team                                  | Educational Qualification####  | Length of Professional Experience (Years)   | No. of Resources  |
|---------|---|--|---|---|
|         |   | Desired qualification:<br>Training Certificate in PMP/ Prince2/ ITIL/ CPHIMS/ HL7/ Health Informatics or relevant  | which one must be of Track 1  |   |
| 2.      | Deputy Team Lead<br><br>(i) Health IT<br>(ii) ERP | Minimum qualification:<br>MBA*/ MCA/ M.Tech or equivalent from a recognized University or Institution<br><br>Desired qualification:<br>Training Certificate in PMP/Prince2/ ITIL or relevant                                     | Minimum 10 years' experience in IT Sector with experience of IT consultancy/ implementation project in health sector for deputy team lead for Health IT Team and in ERP design / deployment for the ERP Deputy Team Lead<br><br>Should have at least one eligible assignment. | <b>2</b><br><br>(one for Health IT Team & one for ERP Team) |
| 3.      | Sr. Consultant - Enterprise Architect             | Minimum qualification:<br>B.E. or B.Tech in computer science or equivalent from a recognized university or Institution<br><br>Desired qualification:<br>Training Certificate in relevant field of Enterprise Architecture Design | Minimum 8 years' experience in IT Sector with experience of large IT consultancy/ implementation project  | 1   |

| Sl. No. | Core IT PMC Team                   | Educational Qualification####  | Length of Professional Experience (Years)  | No. of Resources |
|---------|------------------------------------|--|--|------------------|
| 4.      | Sr. Consultant<br>- Data Architect | Minimum qualification:<br>B.E. or B Tech in computer science or equivalent from a recognized University or Institution<br><br>Desired qualification:<br>Training Certificate in relevant field of Data Architecture/ DBM | Minimum 8 years' experience in IT Sector with experience of large IT consultancy/ implementation project | 1                |
| Total   |                                    |  |  | 5                |

####In case of equivalent qualifications, the responsibility to prove the equivalence shall lie with the Applicant and the required detail should be submitted in the technical proposal.

\*MBA or equivalent shall include Executive-MBA or PGDM (Post Graduate Diploma in Management) of minimum 12 months issued by any Institute which is there in the list of 'India Rankings 2019/2020/2021' issued by Ministry of Education, Govt. of India - based on the National Institute Ranking Framework (NIRF).

Where credit is being claimed by a Key Personnel, the applicant must ensure that he/she should have substantially worked in the claimed eligible assignment prior to PDD.

**2.2.3** The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditor or its Associates' stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD. In the event that the Applicant does not have a Statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

**2.2.4** In computing the Technical Capacity and Financial Capacity of the Applicant under Clauses 2.2.2, 2.2.3 and 3.1, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. Applicant shall also enclose with its Proposal, a certificate from its Statutory Auditor/Company Secretary

confirming the relationship of its Associate with the Applicant as per the format at Form-12 of Appendix-I.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.2.5** The Applicant should submit a Power of Attorney for authorised representative as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.6** Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, tender, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7** An Applicant including any 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.
- 2.2.8** While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making a provision for incorporation of the requested information.

### **2.3 Conflict of Interest**

- 2.3.1** An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 2.3.2** The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other



clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

**2.3.3** Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (i) the Applicant or Associate (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant or Associate, as the case may be) in the other Applicant or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate or has provided any such subsidy, grant, to any other Applicant or any Associate thereof; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

- (vi) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-Consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (viii) the Applicant or Associate (or any constituent thereof), and the bidder, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such bidder or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (viii), indirect shareholding shall be computed in accordance with the provisions of sub-clause (i) above.

**2.3.4** An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the

Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## **2.4 Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application.

## **2.5 Cost of Proposal**

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

## **2.6 Acknowledgement by Applicant**

**2.6.1** It shall be deemed that by submitting the Proposal, the Applicant has:

- (i) made a complete and careful examination of the RFP;
- (ii) received all relevant information requested from the Authority;
- (iii) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (iv) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all its obligations thereunder;
- (v) acknowledged that it does not have a Conflict of Interest; and
- (vi) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

## **2.7 Right to Reject any or all Proposals**

**2.7.1** Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all

Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

**2.7.2** Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

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

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

## **B. DOCUMENTS**

### **2.8 Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause 2.10:

#### **Request for Proposal**

|   |   |
|---|---|
| 1 | Introduction  |
| 2 | Instructions to Applicants  |
| 3 | Criteria for Evaluation   |
| 4 | Fraud and Corrupt Practices   |
| 5 | Pre-Proposal Conference   |
| 6 | Miscellaneous   |
|   | <b>Schedules</b>  |
| 1 | <b>Scope of Services &amp; Terms of Reference</b>   |
| 2 | <b>Agreement</b><br>Annex-1: Terms of Reference<br>Annex-2: Cost of Services – Lumpsum Amount<br>Annex-3: Time and Payment Schedule<br>Annex-4: Bank Guarantee for Performance Security |
| 3 | <b>Guidance Note on Conflict of Interest</b>  |
|   | <b>Appendices</b>   |
|   | <b>Appendix-I: Technical Proposal</b>   |
|   | Form-1: Letter of Proposal  |
|   | Form-2: Particulars of the Applicant  |
|   | Form-3: Statement of Legal Capacity   |
|   | Form-4: Power of Attorney   |

|  |   |
|--|---|
|  | Form-5: Financial Capacity of Applicant                         |
|  | Form-6: Particulars of Core IT PMC Team                         |
|  | Form-7: Proposed Methodology and Work Plan                      |
|  | Form-8: Abstract of Eligible/ Relevant Assignments of Applicant |
|  | Form-9: Abstract of Eligible Assignments of Core IT PMC Team    |
|  | Form-10: Eligible/ Relevant Assignments of Applicant            |
|  | Form-11: Curriculum Vitae (CV) of Core IT PMC Team              |
|  | Form-12: Certificate regarding Associates                       |
|  | Form-13: Bid Security Declaration                               |
|  | Form-14: Non-Blacklisting/ Debarment declaration                |
|  | <b>Appendix-II: Financial Proposal</b>                          |

## **2.9 Queries**

**2.9.1** Applicants requiring any clarification on the RFP may send their queries to the Authority via e-mail at least two days prior to the pre-proposal conference. All queries must refer to the specific clauses of the RFP on which the applicant desires to seek clarification or make any suggestion.

**2.9.2** The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.10 Amendment of RFP**

**2.10.1** At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Corrigendum/Addendum/Amendment and posting it on its Official Website.

**2.10.2** All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

**2.10.3** In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.11 Language**

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

### **2.12 Format and Signing of Proposal**

**2.12.1** The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

**2.12.2** The Proposal shall be typed and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. 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 by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (i) by the proprietor, in case of a proprietary firm; or
- (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (iii) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney for Authorised Representative certified and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

**2.12.3** Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of the Proposal Due Date as specified in Clause 2.16.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.



## **2.13 Technical Proposal**

**2.13.1** Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

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

- (i) The Bid Security Declaration is provided;
- (ii) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (iii) Power of Attorney for Authorised Representative if applicable, is executed as per Applicable Laws;
- (iv) CVs of all Core IT PMC Team members have been included;
- (v) Core IT PMC Team has been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (vi) No alternative proposal for any Core IT PMC Team member is being made and only one CV for each position has been furnished;
- (vii) CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (viii) CVs shall contain an undertaking from the respective Core IT PMC Team member about his/her availability for the duration specified in the RFP;
- (ix) Core IT PMC Team proposed has good working knowledge of English language;
- (x) Core IT PMC Team would be available for the period indicated in the TOR;
- (xi) No Core IT PMC Team member should have attained the age of 65 (sixty-five) years at the time of submitting the proposal; and
- (xii) Proposal is responsive in terms of Clause 2.21.3.

**2.13.3** Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

**2.13.4** If an individual Core IT PMC Team member makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

**2.13.5** The Technical Proposal shall not include any financial information relating to the Financial Proposal.

- 2.13.6** The proposed team for Consultancy shall be composed of experts/specialists in their respective areas of expertise (as Core IT PMC Team and Additional/ Support Resource) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The CV of each such Core IT PMC Team member should also be submitted in the format at Form-11 of Appendix-I.
- 2.13.7** An Applicant may, if it considers necessary, appoint suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants including the details of the firm, field of expertise, years of experience, Team members, etc., shall be submitted to the Authority before appointment by the applicant. A sub-Consultant, however, shall not be a substitute for any Core IT PMC Team member.
- 2.13.8** The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.13.9** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

## **2.14 Financial Proposal**

- 2.14.1** Applicants shall submit the Financial Proposal in the digital format as per Appendix-II (“**Notes for Financial Proposal**”) clearly indicating the total cost over the entire period of the Consultancy in both figures and words, in Indian Rupees, and digitally signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.14.2** While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the Consultancy shall be included in the Financial Proposal. 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 be taken into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all expenses including all taxes as applicable shall be deemed to be included in the costs shown under Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

**To ensure uniformity and avoid any ambiguity as to the rate of GST, the same has to be considered as 18 % and the rates shall be quoted accordingly in the Financial Proposal. However, during the Consultancy, payment will be made as per then prevailing/ applicable GST rate, and in case of any variation (decrease/increase), the same shall be dealt with in accordance with the clause 8.5.3 of the Agreement.**

- (iii) Costs shall be expressed in INR.

## **2.15 Submission of Proposal**

**2.15.1** The Applicant shall submit its Proposal (the Technical Proposal and the Financial Proposal), on the e-procurement platform of the Authority at the <https://gem.gov.in/> website, duly signed in digital form by the authorised signatory of the Applicant, no later than the date and time specified as the Proposal Due Date, by uploading the complete and legible scanned/digital copies of Technical Proposal in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents ) and Financial Proposal as per GeM format. Applicants are advised to familiarize themselves with GeM Portal at the earliest and submit their proposal well in advance of the due date & time so as to avoid any last minute technological or connectivity issues. No requests for extension of proposal submission timelines will be entertained in the last week of proposal submission on account of any technological or connectivity issues being faced by applicants.

**2.15.2** The documents comprising the Proposal shall include:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 14 of Appendix-I and supporting documents;
- (ii) Bid Security Declaration as per Appendix-I Form-13
- (iii) Power of Attorney for signing the Bid as per the format at Appendix-I Form-4;
- (iv) Financial Proposal in digital format.

**2.15.3** 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 annexed to the relevant Form,

and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

**2.15.4** Proposals submitted by fax, telex, telegram, special messenger, or e-mail shall not be entertained and shall be rejected.

**2.15.5** The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of services and deliverables, as included in the TOR, by the Authority, and discharge of all obligations of the Consultant under the Agreement.

## **2.16 Proposal Due Date**

**2.16.1** Proposal should be submitted as provided in Clause 2.15 at or before the Proposal Due Date in the manner and form as detailed in this RFP.

**2.16.2** The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants

## **2.17 Late Proposals**

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

## **2.18 Modification/ substitution/ withdrawal of Proposals**

**2.18.1** The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that the modification, substitution, or withdrawal is submitted/received by the Authority prior to the closing time on the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the closing time on the Proposal Due Date.

**2.18.2** Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.19 Bid Security Declaration**

**2.19.1** Consultant shall submit Bid Security Declaration as per Form-13 attached. The Consultant shall submit a signed Bid Security Declaration accepting that if they withdraw or modify their bid during the period of validity, they will be suspended for the time specified in the RFP.

## **2.20 Performance Security**

**2.20.1** The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (i) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (ii) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (iii) if the Selected Applicant commits a breach of the Agreement.

**2.20.2** An amount equal to 3% (three per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof.

## **D. EVALUATION PROCESS**

### **2.21 Evaluation of Proposals**

- 2.21.1** The Authority shall open the Proposals as per the schedule date & time described in clause 1.8 in the presence of the Applicants who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened as per clause 1.8.
- 2.21.2** Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be evaluated.
- 2.21.3** Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (i) the Technical Proposal is received in the form specified at Appendix-I;
  - (ii) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
  - (iii) it is accompanied by the Bid Security Declaration as specified in Clause 2.19.1;
  - (iv) it is signed and marked as stipulated in Clauses 2.13 and 2.15;
  - (v) it is accompanied by the Power of Attorney as specified in Clause 2.2.5;
  - (vi) it contains all the information (complete in all respects) as requested in the RFP;
  - (vii) meets the eligibility criteria as detailed in Clause 2.2.2 A,B, C & D.
  - (viii) it does not contain any condition or qualification; and
  - (ix) it is not non-responsive in terms hereof.
- 2.21.4** The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.21.5** The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 of this RFP. As a part of technical evaluation, if required, a presentation may be requested from the applicant in front of the authority on designated date & time to be communicated separately. It is clarified that being called for the said presentation shall in no way mean that the Applicant has been pre-qualified and shortlisted for financial evaluation.
- 2.21.6** After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The Financial Proposals of technically shortlisted Applicants will be opened on scheduled date& time. The Authority will not entertain any query or clarification from

Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

**2.21.7** Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

**2.21.8** Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.22 Confidentiality**

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

## **2.23 Clarifications**

**2.23.1** To facilitate evaluation of Proposals, the Authority 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 Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

**2.23.2** If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **2.24 Negotiations**

**2.24.1** The Selected Applicant be invited for negotiations in compliance with provisions enshrined in GFR 2017 and office orders issued by the CVC from time to time.

**2.24.2** The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

### **2.25 Substitution of Core IT PMC Team members**

The Authority expects all the Core IT PMC Team members to be available during implementation of the Agreement. In case any Core IT PMC Team member is replaced, the applicant shall immediately intimate the authority and shall provide a substitute meeting the qualification and experience criteria for that position and the replacement must be engaged within 15 days from the date of intimation. Should such replacement not be provided within 15 days, a sum equal to 0.5% (half percent) of the Agreement value shall be deducted from the payments due to the Consultant on a monthly basis till such time the replacement is in place.

If the Authority 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 Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.

### **2.26 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

### **2.27 Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority 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.

In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of



time for submission thereof, on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

## **2.28 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed by the Authority at the time of placing of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. **Subsequent to the signing of agreement, the selected applicant or its subsidiary or any firm in which the selected applicant has a majority shareholding /controlling stake shall not be allowed to participate in any tenders/RFP's issued by AIIMS, New Delhi for delivering IT solutions which are proposed as an outcome of this consulting assignment.**

## **2.29 Commencement of Assignment**

The Consultant shall commence the Services within 15 days of the date of signing of agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations.

## **2.30 Proprietary Data**

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultants the case may be, are to treat all information as strictly confidential. The Authority 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 Authority in relation to the Consultancy shall be the property of the Authority.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

**3.1.1** In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and work plan, and the experience of Core IT PMC Team members. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST).

**3.1.2** Each Core IT PMC Team member must score a minimum of 60% (sixty percent) marks.

**3.1.3** The scoring criteria to be used for evaluation shall be as follows.

| Item Code  | Parameter                            | Max. Marks | Criteria  |
|------------|--------------------------------------|------------|---|
| <b>1.0</b> | <b>Experience of the Applicant</b>   | <b>40</b>  |   |
| 1(a)       | Eligible Assignment of the Applicant | [30]       | 70% of the maximum marks shall be awarded for the Number of Eligible Assignments undertaken by the Applicant firm.<br><br>The remaining 30% shall be awarded for:<br>(i) Comparative contract value/fees of the largest Track-1 "Eligible Assignment" |
| 1(b)       | Relevant Assignment of the Applicant | [10]       | 70% of the maximum marks shall be awarded for the Number of Relevant Assignments undertaken by the Applicant firm.<br><br>The remaining 30% shall be awarded for:<br>(i) Comparative contract value/fees of the largest "Relevant Assignment";        |
| <b>2</b>   | <b>Approach and Methodology</b>      | <b>20</b>  |   |

|                    |   |             |   |
|--------------------|---|-------------|---|
| 2(a)               | Approach and Methodology- Understanding of the Project & Scope, Proposed Approach & Methodology, Tools & Solutions to be used, Work Plan, deployment plan and Learnings from the similar assignments. | [20]        | Evaluation will be based on the quality of submissions of A&M as submitted in Appendix 1 (Form 7). If required, a technical presentation may be requested from the applicant in front of the authority on designated date & time to be communicated separately. |
| <b>3.</b>          | <b>Relevant Experience of the Core IT PMC Team</b>  | <b>[40]</b> | <b>As detailed in Clause 3.1.3 (B)</b>  |
| 3(a)               | IT PMC Team Lead – Digital Health & Program Management Expert (1)   | [10]        | Evaluation Criteria for Core IT PMC Team as mentioned in 3.1.3 (B)  |
| 3(b)               | IT PMC Deputy Team Lead – Health IT/ IT Systems (2)   | [16]        |   |
| 3(c)               | Sr. Consultant - Enterprise Architect (1)   | [7]         |   |
| 3(d)               | Sr. Consultant - Data Architect (1)   | [7]         |   |
| <b>Grand Total</b> |   | <b>100</b>  |   |

**3.1.3 (A)** While awarding marks for the number of Eligible Assignments, the Applicant or Core IT PMC Team, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective track and all other competing Applicants or respective Core IT PMC Team member, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/Core IT PMC Team for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 1 (one), then an equivalent number will be ignored for each Applicant/Core IT PMC Team member and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning

scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant / Core IT PMC Team shall be considered-

### 3.1.3 (B) Evaluation Criteria for Core IT PMC Team

| PARAMETERS   | MARKS       |
|--|-------------|
| <b>General Qualifications- (As derived from Form-6) - Total Marks of 30%</b>                     |             |
| A1. Educational Qualifications   | 10%         |
| A2. Professional Experience  | 15%         |
| A3. Professional Registrations/Certifications/ Trainings   | 5%          |
| <b>Adequacy for the Assignment: Project related (As derived from Form-9)- Total Marks of 70%</b> |             |
| B1. Number of Eligible Assignments undertaken  | 30%         |
| B2. Duration of Experience in Eligible Assignments   | 30%         |
| B3. Number of Relevant Assignments   | 10%         |
| <b>TOTAL MARKS</b>   | <b>100%</b> |

For the purposes of determining Conditions of Eligibility of the Applicant and for evaluating the Proposals under this RFP, “Eligible Assignments” and “Relevant Assignments” shall be considered as mentioned at 2.2.2 (A)

### 3.2 Short-listing of Applicants

After short-listing of the Applicants ranked as aforesaid, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do (es) not qualify in terms of Clause 3.1.1; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

### 3.3 Evaluation of Financial Proposal

**3.3.1** In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

**3.3.2** For financial evaluation, the total cost of services (inclusive of all other expenses) indicated in the Financial Proposal will be considered.

**3.3.3** The Authority 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 firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.

The lowest Financial Proposal (FM) will be given a financial score (SF) 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)

### **3.4 Combined and Final Evaluation as per Quality & Cost Based Selection (QCBS) methodology**

**3.4.1** Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to **Technical Proposal and Financial Proposal**, which shall be **0.80** and **0.20** respectively.

**3.4.2** The Combined and Final Evaluation shall be done as per QCBS methodology. Proposal with the lowest cost shall be given a financial score of 20 (Twenty) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks shall be given a score of 80 (Eighty) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by adding the combined weighted score for quality and cost, the Applicant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

The Selected Applicant shall be the first ranked Applicant (H1) (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

## **4. FRAUD AND CORRUPT PRACTICES**

**4.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine

pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- 4.2** Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3** For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
  - (ii) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (iii) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

- (iv) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-PROPOSAL CONFERENCE**

- 5.1.1** Pre-Proposal Conference of the applicants shall be convened at the designated date, time and place. A maximum of two representatives of each applicant shall be allowed to participate in the pre-proposal conference.
- 5.1.2** During the course of Pre-Proposal Conference, the applicants will be free to seek clarifications and make suggestions for consideration of the authority. The Authority 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 Selection Process.

## **6. MISCELLANEOUS**

- 6.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2** The Authority, 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 Authority 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.
- 6.3** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or

liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 6.4** All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.



**7. SCHEDULE 1 – SCOPE OF SERVICES AND TERMS OF REFERENCE**

## 7.1 Scope of Services

**7.1.1** The AIIMS, New Delhi Campus currently houses the medical education institutes, hospitals, centres, central facilities, hostels faculty and staff housing, and other amenities. Details about the institute can be obtained from the AIIMS website ([www.aiims.edu](http://www.aiims.edu)), and from the annual reports available at the AIIMS website (<https://www.aiims.edu/en/about-us/annual-reports.html>)

**7.1.2** The Scope of Services for IT PMC firm shall include all the medical education institutes, hospitals, centres, central facilities, hostels faculty and staff housing, and other facilities/ set-ups part of AIIMS, New Delhi.

**7.1.3** AIIMS, New Delhi provides academic excellence programs cutting across undergraduate and post-graduate programs across various medical, healthcare, and allied branches. The indicative academic program list is provided below:

|               | Courses              |
|---------------|----------------------|
| Undergraduate | MBBS                 |
|               | BSc. Nursing         |
|               | Others               |
| Postgraduate  | MD, MS, MDS, DM, MCh |
|               | MSc. Nursing         |
|               | Others               |

**7.1.4** Departments and Centres at AIIMS: As of March 31, 2021, AIIMS, New Delhi has a total of 60+ departments including specialties and super specialties along with more than nine specialty centres and 10 central facilities.

**7.1.5** Apart from AIIMS Main Hospital, the following is the indicative list of Speciality Centres and Campuses of AIIMS, New Delhi. **There are many new centres proposed to be set-up in the coming days.**

|   |  |
|---|--|
| Neurosciences Centre AIIMS, Ansari Nagar East, New Delhi  | Center for Dental Education and Research, Ansari Nagar East, New Delhi                         |
| Cardiothoracic Centre AIIMS, Ansari Nagar East, New Delhi                                       | Majid Moth Campus including surgical block, MCH Block, National Centre for Ageing, OPD         |
| Dr. B.R. Ambedkar Institute-Rotary Cancer Hospital, Ansari Nagar East, AIIMS Campus, New Delhi, | Dr. Rajendra Prasad Center for Ophthalmic Sciences, Ansari Nagar, Ansari Nagar East, New Delhi |
| Jai Prakash Narayan Apex Trauma Center, Safdarjung Enclave, New Delhi                           | National Drug Dependence Treatment Center, Ghaziabad   |
| National Cancer Institute, Jhajjar Campus   | Comprehensive Rural Health Services Project, Ballabgarh  |
| Mid Town Rotary Hospital (AIIMS), Trilokpuri, New Delhi   |  |

**7.1.6** AIIMS, New Delhi also constitutes more than 21 Central Facilities (2021), including:

|  |   |   |
|--|---|---|
| B.B. Dikshit Library                     | Hostel Management                           | Stem Cell Facility                        |
| AIIMS Cadaveric Surgical Skills training | K.L. Wig CMET                               | Bio-Medical Waste Management              |
| Central Animal Facility                  | Medical Social & Welfare Services           | Central Sterile Services                  |
| Computer Facility                        | National Poisons Information Centre         | Media Cell & Protocol Division            |
| Central Workshop                         | Organ Retrieval Banking Organisation        | AIIMS Infection Control                   |
| Employees Health Services/Scheme         | Telemedicine Facility                       | Centralized Core Research Facility (CCRF) |
| Electron Microscope Facility             | Transport Facility                          | Stores                                    |
| Engineering Services                     | Medical Social Welfare Unit (Main Hospital) | and more                                  |

**7.1.7** The AIIMS, New Delhi Campus currently houses the medical college, hostels, hospitals, faculty and staff housing, and other amenities.

**7.1.8** AIIMS, New Delhi has initiated work on its redevelopment plan to emerge as a world class medical university and state-of-the-art healthcare facility. It has laid down a comprehensive plan with an aim to increase the bed capacity of the hospital by more than 50 percent, from the existing 2,084 beds (inclusive of all the centers) to about 5,000 beds. The integrated ‘one campus’ will focus to all the investigative, therapeutic, operative, rehabilitative, and vocational needs of the patients and academic and research needs of scholars and students.

**7.1.9** AIIMS, New Delhi intends to embark on a transformation journey on the back of Advance Digital Technology. The proposed project is for a design, development, and maintenance of an **Integrated Medical University Information System (IMUIS)** encompassing Hospital Information Management System, Academic Management System, Research Information Management System, RIS, PACS, LIMS, EMR, Health Information Exchange, EHR, Telemedicine, ERP (including but not limited to finance, stores, human resources, etc.), Analytics, IOT, Administrative Dashboards and other such digital solutions (the “**Project**”).

**7.1.10** In pursuance of the above, the Authority has decided to carry out the process for Selection of Information Technology Program Management Consultancy (IT PMC) Firm (the “**Consultant**”), for Delivering Consulting Services for Process Reengineering, Project Development and Project Management Activities for Implementation of

Integrated Medical University Information System (IMUIS) at AIIMS, New Delhi. The Consultant shall be required to undertake Process Reengineering, Project Development and Project Management Activities for Implementation in accordance with the Terms of Reference specified at Schedule-1 of this RFP (the “**TOR**”).

**7.1.11** The proposed IMUIS solution can be broadly divided in following two major categories and sub-categories;

- **Category – I:** Implementation of Hospital Information Management System, Academic Management System, Research Information Management System, RIS, PACS LIMS, EMR, health information exchange, EHR, telemedicine, Analytics, IOT, Administrative Dashboards and other such digital health solution.
- **Category – II:** Implementation of campus wide Enterprise Resource Planning (ERP) System, ERP Administrative Dashboards, and other such modules of ERP solution.

**7.1.12** Category – I:

Digital Health solutions may further be categorised and sub-categorised under following heads. Bidders are encouraged to inform themselves fully about the current requirement of this RFP before submitting the Proposal.

**A high-level list of required modules & sub-modules:**

**(i) Patient Care: Clinical Information Systems, HMIS and all related modules, including but not limited to:**

- a. Patient registration, Patient portals, Personal health records
- b. Out-Patient Department (OPD) Module – Appointments & Scheduling and management of OPD consultations, OPD procedures, investigations etc.
- c. Electronic Medical Records including EMR templating system, Doctors Notes – Admission Notes, Progress Notes, OT Notes, Transfer Notes, Discharge Notes, Prescription Notes, Nurses Notes – Vitals, Nurses Chart, Report Book, Medication Chart,
- d. Prescription, Adverse Drug Combinations, Allergy warnings etc
- e. Patients own / external records integration: Scanning documents, cards, radiology films etc.

- f. Ward and ADT Module - In-Patient Department (IPD including ward management), Day Care ward, Admission Discharge and Transfer (ADT), Casualty and other In-patient departments.
- g. OT Modules: Major & Minor Operation Theatre (OT) and Day-Care OT.
- h. Infection Control systems, antibiotic sensitivity patterns, antibiograms etc.
- i. Computerized Physician Order Entry, etc.
- j. Pharmacy and Medication Management, Formulary, etc.
- k. Labs: Laboratory Information Management System (LIMS), interfacing with tele-pathology/ tele-diagnosis, etc.
- l. Radiology Information System (RIS), PACS (Picture Archiving and Communication System) and interfacing with tele-radiology/ tele-diagnosis, etc.
- m. Interfacing with various medical equipment
- n. Specialty specific modules: Cath lab module, Dialysis, dental, Physiotherapy, Casualty modules etc.
- o. Intensive Care Units (all type)
- p. Blood Bank Management System
- q. Patient Display Systems, Ward Display Systems, OPD queuing systems etc
- r. Billing, Grants, Insurance etc.
- s. Hospital store and inventory management
- t. Medical Certificates / E-Certificates etc.
- u. Support Service Module – Diet, Food Service, Canteen, Kitchen, Laundry and HSK, Central Sterile Supply Department (CSSD)
- v. Health Information Exchange

**(ii) Academic Management Modules and eLearning: including but not limited to**

- a. E-Learning system and Knowledge Management system
- b. Course content management systems
- c. Digital library
- d. Application and Selection (result and evaluation) management
- e. Student admission management
- f. Administration of students, resident doctors and other paramedic staff
- g. faculty and classroom management
- h. Connected campus and student management system

- i. Hostel management with hostel room request, allocation, room management, complaint management etc.
- j. Payment management
- k. Verification and credentialling system
- l. Library Management

**(iii) Research Modules: including but not limited to**

- a. Central Core Research Facility (CCRP)
- b. Clinical Research Unit (CRU)
- c. Research Project Request / Pre-Proposal / Proposal Management
- d. Intramural Project Submission & Review System
- e. Research Project Tracking
- f. Management of Research project staff, HR, leave, funds, payroll, advances, reports etc.
- g. Ethic and Sub Ethic Committee Review and Tracking System
- h. Project Directory
- i. Research Repository
- j. Research Data Management
- k. Stem Cell Committee
- l. Grants Management
- m. Adverse Event and Serious Adverse Event reporting
- n. Researchers Directory and Database of all Research
- o. Research payment management

**(iv) Tele-health Module: including but not limited to**

- a. Ability to make appointments over telemedicine network from clients (remote patient location)
- b. The system must function with voice and video connectivity without any hassle of disruption
- c. Facility to attach and transmit Patient's data (Text, Voice and Images/Videos) as part of the patient EMR
- d. Ability for the remote doctor (client) to access patient's EMR
- e. Ability to transfer the EMR data of the patient upon the request from the telemedicine client

- f. Ability to use the telemedicine network to possibly support tele-education
- g. e-ICU with tele-consultant and remote monitoring system

**(v) m-Health Modules / Mobile applications: including but not limited to**

- a. Mobile application for the proposed modules across academic, hospital, centers, departments and facilities.
- b. Mobile applications for patients
- c. Mobile applications for AIIMS staff
- d. Mobile based applications of students
- e. Applications to support hospital operations / HMIS

**(vi) Establish Centre of Excellence around latest technology like;**

- a. Artificial Intelligence / Machine Learning
- b. Medical Internet of Things (IoT)
- c. Data Analytics, and
- d. Others

**It is important to note that the above list, while reasonably exhaustive, is not exclusive and more modules and sub-modules will be required. It is expected that the exact requirement of modules and submodules will be identified and proposed by the IT PMC.**

**7.1.13 Category – II: Implementation of Campus-wide Enterprise Resource Planning (ERP) System**

Following are the listing of some of the core ERP modules of the proposed solution. Bidders are encouraged to inform themselves fully about the current requirement of this RFP before submitting the Proposal by paying a visit to the respective department for a preliminary study before quoting.

**A high-level description of functional modules & sub-modules**

**(i) Finance: including but not limited to**

- a. Tracking of inflow & outflow of money/capital
- b. Ledger book maintenance
- c. Trial Balance, Balance Sheet, Annual accounts
- d. Billing and payments
- e. Exemptions

- f. Grants and payment
- g. Payroll management
  - o GPF management system
  - o Allowances
  - o Annual Increment
- h. Claims management
- i. Banking Statements, Payment,
- j. Receipts, tax management, etc.
- k. Budgeting and financial planning
- l. PFMS integration
- m. Analytics and MIS
- n. Reconciliations
- o. Financial Intelligence
- p. Financial Vigilance
- q. Other

**(ii) Stores and Purchase: including but not limited to**

- a. Material planning and ordering
- b. Indent generation, demand aggregation, etc.
- c. Item Content/ Catalogue Management
- d. Procurement/ Purchase: AA&ES, Tendering, etc.
- e. Stores & Material Management
- f. Supplier/Vendor Management and Evaluation
- g. Analytics & Dashboards including for vigilance
- h. Maintenance planning
- i. and others

There are over 20 large central stores with each having sub stores for medicines, surgical consumables, crystalloids, general items, stationary, linen, etc. In addition, all departments (except those in Centers) have their own store division.

**(iii) Human Resource Management (HR Management): including but not limited to**

HR module helps manage employee information, performance reviews and encompasses following module;



- a. Personal Information System
- b. Digital Identity Management – Authentication and Authorization systems
- c. Recruitment and onboarding
- d. Time and attendance management
- e. Housing management system
- f. Performance Appraisal Promotion, Transfer, Posting, etc.
- g. Travel Expenses and Reimbursement
- h. Leave Management
- i. Exit (Retirement, Resignation, Termination, etc.), and others

**(iv) Engineering Services Division (ESD): including but not limited to**

- a. Engineering work estimates as per CPWD Manual & PAR
- b. Tendering of works and services as per CPWD Manual
- c. Supply order repository and reference
- d. Preventive Maintenance (PM) Planning and Tracking
- e. Inventory and Asset Life Cycle Management
- f. Maintenance Service Cycle Management
- g. Supplies/ Vendor management
- h. Analytics & Dashboards including for vigilance, etc.

Engineering services are spread out across the campuses of AIIMS and each area has parallel activities in terms of estimation, tendering, contract management, etc.

**(v) Asset Management: including but not limited to**

- a. Asset Register management
- b. Asset lifecycle management
- c. Interfacing with RFID, Barcode, etc.

**(vi) Transport Management: including but not limited to**

- a. Vehicle tracking management system
- b. Vehicle Management
- c. Driver Assignment
- d. Vendor and Payment Management

**(vii) Biometric and Identity & Authentication Management System (IAMS)**

- a. Attendance and Time sheet management
- b. Accessibility and Identity management

**(viii) Miscellaneous Modules: including but not limited to**

- c. MIS and Dashboards as required
- d. Document Management System
- e. Single Sign On and Single Sign Off

**It is important to note that the above list, while reasonably exhaustive, is not exclusive and more modules and sub-modules will be required. It is expected that the exact requirement of modules and submodules will be identified and proposed by the IT PMC. IT is also expected that IT PMC will have to deploy parallel teams in major areas for the study / implementation to achieve the KD's within the prescribed timelines.**

**Existing IT Systems/ Solutions at AIIMS, New Delhi:**

At present AIIMS, over last few years, have implemented some of the following software modules in its effort to computerize various department and functionality / services. The IT PMC shall study these existing IT systems/ solutions as a part of the Scope during the "As-Is" study and evaluate these IT systems/ solutions for required technology and/ or functional upgradation to fit into the IMUIS ecosystem. The indicative list of such IT systems/ solutions is provided below:

**1. HIS Related:**

**(i) NIC developed e-Hospital System running as HIS with its various Modules:**

- a. Patient Registration – through counters, ORS etc
- b. Appointments
- c. ADT
- d. Operation Theatre
- e. Diet, CSSD, Laundry
- f. Stores and Inventory
- g. Pharmacy
- h. Billing, Grants etc.
- i. Kiosk and QMS applications
- j. Employee Health Services
- a. Various in-house modules: OT Roster, OT Display, PDS, IRCH day care, Anti-coagulant, Pain Management etc.

- b. Doctors Dashboard / QMS by NIC ready to be deployed in New OPD

**(ii) LAB**

- a. e-Hospital LIS
- b. Lab machine interfacing done by third party vendors: Raster, Care-Data etc
- c. Roche LIS
- d. Forms built in e-Hospital for microbiology
- e. Pathology Reports application

**(iii) Radiology**

- a. Departmental PACS systems: GE, Siemens, Fuji etc.
- b. Centralized Oviyam PACS
- c. Tools for uploading scanned DICOM images etc in OviYam
- d. Reports integrated with e-Hospital

**(iv) Clinical Notes**

- a. CPRS VistA for clinical notes / discharge summaries in certain hospital areas
- b. e-Hospital clinical notes
- c. GHU Health / Tryton - Telemedicine Dashboard, medicine, Geriatric Medicine, Bariatric Surgery, Pediatric Cardiology etc
- d. Departmental Systems implemented locally in various departments: e.g. Surgery
- e. Charting systems in individual ICUs

**(v) Blood Bank**

- a. e-Raktkosh by NIC
- b. BOTS by third party vendor in main blood bank

**(vi) Other – In-house developed modules:**

- a. Payroll: Old system based on Novell, new being developed
- b. Banking Interface with SBI
- c. PDS, PDS RPC, e-Birth, e-Death Note, Duty Roster, OT Module, OT Register Anesthesia,
- d. Admission Slip,, Checklist RPC, CHECKRPCOT, e-Cathlist, EEG LAB, CATH-DISPLAY, CNC Bed Display System, Heart Failure Performa
- e. Medical and Fitness Certificates,

- f. e-cert IRCH, IRCH File Viewer, ONCO ANAESTHESIA AND PALLIATIVE MEDICINE, IRCH Display
- g. Railway Exemption Certificate/Handicap Certificate for BPL Patients
- h. Quality Assessment Module
- i. Legal Cell
- j. E-Grievance
- k. E-MLC, E-MLC-RPC, E-MLC Gynae etc
- l. Vitals Entry
- m. Histopathology Request
- n. Vikas Sadan, Hostel Allotment System, House Allotment for Staff
- o. Mobile applications: Anticoagulant Dashboard, Asset Register, Bio Medical Waste
- p. Student Wellness Centre
- q. Organ Donation Pledge
- r. Grievance
- s. Estate Section
- t. Engineering LOI (ESD)
- u. Telephone Directory application

**2. Following are few other modules developed by other Vendors / parties from time to time and implemented at AIIMS.**

- a. e-Office: mainly FTS has been implemented
- b. Tally ERP being used by FD
- c. Mail Services through Google Workspaces (free educational account)
- d. SARAL – Learning Management System developed on Moodle platform
- e. RPC Smart card
- f. RPC Indoor Navigation - IncluNAV with IIT, New Delhi
- g. Biometric Attendance
- h. Clinical Research Unit
- i. Scanning and Off-site storage of MRD Files

**3. Interfaces**

- a. Linkages with ORS through web services

- b. HL7 interfaces with various systems
- c. e-Hospital APIs
- d. FHIR Resources by NIC
- e. VPN Access
- f. IPSec Tunnels across campuses
- g. Reverse Proxy Servers
- h. Internal DNS
- i. Firewall
- j. NMS, NAC, , WLC etc in limited newer campuses (Masjid Moth, Jhajjar) areas
- k. Internal API for C-DAC SMS Gateway
- l. NDHM building blocks like PHR, UID, etc.
- m. Interfacing with MOHFW and any other AIIMS, as required.

The above list is not comprehensive and there are few other in-house applications being used in the hospital complex.

## **7.2 Terms of Reference**

Through this RFP, the authority intends to appoint a Project Management Consultancy Firm (hereinafter referred as “agency” or “IT PMC” or “Consultant”) for delivering consulting services for project development and project management activities in three different phases (Ph-I to Ph-III), as explained in this section, in order to assist Authority, AIIMS in successful project implementation and governance of AIIMS.

This section provides the scope of services to be executed by the IT-Program Management Consultant (Agency/IT PMC/Consultant) during the contract period.

It is clarified that the “scope of services” captured here is not exhaustive and IT PMC shall undertake such other tasks, within the scope of the RFP, as may be necessary to implement the scope and the project efficiently in order to achieve the desired outcomes of the project.

**7.2.1** The engagement of IT PMC shall be for a duration of 60 months (5 years) from the start of the project (on-boarding of consultant at AIIMS) and further extendable by another 24 months (2 years) ) (one year at a time). The discretion for extending the contract shall rest with the AIIMS on the same terms and conditions provided under this RFP and acceptance of both the parties.

**7.2.2** There will be two group of resources to be engaged in the proposed assignment; one may be called as “Core Team”, consisting of experts in their respective domain with

requisite education, skill, and experience as explained in subsequent section, to be deployed (phase-wise) in the premise of the university campus i.e. at AIIMS, New Delhi for the duration of the project and the other group would be comprising of resources with desired education, skill, and experience who would be assisting the Core Team in order to meet the desired objective on need basis, during the currency of phase-wise deployment, may be called as “Support Team”.

- 7.2.3** The working hours of the Consultant shall be co-terminus with the working hours of ‘AIIMS’ project i.e. from 9:00 am to 5:30 pm on all working days and 9:00 am to 1:30 pm. on Saturdays. Sundays are defined as non-working days.
- 7.2.4** The Resource must follow the working hours, working days and Holidays of AIIMS, New Delhi.
- 7.2.5** A total of 12 leaves (average 1 per month) per year shall be permissible to each resource of consultant so deployed under the PMU. No other leaves shall be allowed. These leaves will not be allowed to carry forward to next year.
- 7.2.6** Leave entitlement and computation will be effective from date of start of project. Leaves shall be subject to Authority’s approval.
- 7.2.7** Overall, the scope of IT PMC is divided in to three phases viz.:
- **Phase 1:** Development Phase (Initial period of IT PMC engagement – Till on-boarding of Managed Service Provider (MSP)
  - **Phase 2:** Project Management (During Implementation of proposed solution across AIIMS, New Delhi)
  - **Phase 3:** Project Management (Post Implementation support)

### **Phase I:**

**Broad scope of activities for the IT PMC under Phase I would include, but not limited to, the following:**

- (i) Comprehensive mapping of processes across academic, hospital, research, central facilities, departments, and centres. The Current processes and IT systems must be mapped with process flow/ business flow diagrams with understanding of each key activity and process owner.
- (ii) Prepare current state i.e. “As- Is” process study with identification of process bottlenecks with attribute to IT system, people, process design, physical infrastructure or any other.
- (iii) Undertake root cause analysis to overcome with existing process bottlenecks and attempt to improve quality, time and cost of process.

- (iv) Prepare “To Be” Design Process document with re-engineered process documents, process owners, required augment of resources, required IT system interventions & solutions.
- (v) Undertake existing system study and process study including process flow, and prepare a Functional Requirement Specification (FRS) of existing departments for all the building blocks and components of AIIMS to be implemented by adhering to the following method
  - a. Organize Workshops with all stakeholders on overall objective of the program and prepare a list of key stakeholders to be involved in the project implementation in consultation with AIIMS, New Delhi.
  - b. Ensure collection of information and understanding of the current processes and IT systems including in the pipeline.
  - c. Plan and coordinate for getting timely responses and feedbacks from various stakeholders
  - d. Continuous Feedback analysis and incorporation of inputs in a time bound manner
- (vi) Study and prepare a report on best adopted practices (national and global) for similar projects like AIIMS
- (vii) Identification of various Services to be covered and targeted Service Levels/ KPIs.
- (viii) Carry out Gap Analysis study and accordingly suggest AIIMS on suggestive process reengineering for optimisation
- (ix) Prepare a “To-be” Functional Requirement Document (FRD) through stake-holders consultation and solutioning arrived based on the “As Is” gap analysis and learning from best adopted practices.
- (x) Develop and suggest an appropriate Implementation Model(s) and approach for AIIMS.
- (xi) Identify and adopt health standards to be incorporated in proposed e-Health solution for AIIMS in accordance with AIIMS, MoHFW, NDHM-NHA, MeitY, GOI guidelines and internal stakeholders feedback.
- (xii) Provide an architecture to be adopted by MSP (Managed Service Provider) for interoperability requirement of health data (or EMR data) in line with AIIMS, MoHFW, NDHM-NHA, MeitY, GOI guidelines, etc.
- (xiii) Design and Develop an institutional framework for Data Privacy and Data Security policy in accordance with AIIMS, MoHFW, NDHM-NHA, MeitY, GOI guidelines, etc.
- (xiv) Design a Data migration plan and strategy, Technology management plan.

- (xv) Design an overall solution architecture for proposed RFP meant for on-boarding MSP to implement IMUIS.
- (xvi) Design the Deployment Architecture and Specifications for
  - a. Data center/Disaster recovery center
  - b. Business Continuity Planning to ensure patient services and institutes services are not disrupted during the roll-out and ensuring continuous service availability after implementation.
  - c. Information Systems Security guideline/ policy
  - d. Interfaces with external systems as required from time to time across departments, centers and facilities.
- (xvii) Finalise IT Infrastructure sizing requirements along with the specifications for:
  - a. Mapping of “As-Is” existing data centres, networking and related IT infrastructure to understand current available and usable hardware.
  - b. Based on the “As-Is” assessment of IT infrastructure and “To-Be” solutioning, propose required augmentation/ additional IT infrastructure to support proposed IMUIS.
  - c. Hardware (servers, storage etc.), cloud resources, security components etc requirements for effective implementation of the proposed IMUIS
  - d. Networking / bandwidth etc requirements for effective implementation of the proposed IMUIS
  - e. End user IT hardware requirements for effective implementation of the proposed IMUIS
- (xviii) Prepare the following list of documents:
  - a. Design project governance & Implementation mechanism
  - b. Prepare a Service Level Agreement for MSP (Managed Service Provider)
  - c. Prepare Project roll-out and Plan
  - d. Business Continuity Plan
  - e. Prepare Change Management Plan
  - f. Prepare Capacity Building Plan
  - g. Prepare an exit-management Plan
  - h. Legal and other enabling provisions (Legal and contractual requirements)
  - i. Estimation of project cost and proposed payment model for MSP
- (xix) Develop a DPR that will entail the following:



- a. Vision, Objective of the proposed IMUIS solution and the overall outcomes
  - b. Key Stakeholders and their expectations
  - c. Current State/As-is Assessment and gaps compared to the expected outcomes and project deliverables (as per current state assessment report drafted by IT PMC)
  - d. To-Be Design and scope of services
  - e. Study of comparable solutions (based on best practices study)
  - f. Strategy for e-forms and standardization
  - g. Roll-out strategy and early or phase wise adoption of modules/services by various departments
  - h. Contractual and other enabling provisions
  - i. Formulation of requirements like;
    - Envisaged solution architecture
    - Design requirements
    - Mode of operations
    - Estimation of project cost
    - Strategy for accelerating the adoption of proposed e-Health solution by AIIMS
- (xx) Based on the above DPR, prepare RFP(s) for selection of MSP and the IT PMC shall provide support in conducting the following activities;
- a. Drafting Bid Documents (RFQ cum RFP) and MSP Agreement.
  - b. Bid Process Management
  - c. Assistance in pre-bid meeting
  - d. Assistance in preparing responses to the queries of bidders and release of corrigendum (if any)
  - e. Undertake bid-evaluation.
  - f. Critical examination and evaluation of the proposed solution(s) by the MSP bidders.
  - g. Support in undertaking Techno-commercial bid evaluation.
  - h. Facilitate in contract signing between shortlisted MSP and AIIMS
  - i. Integration and Transitions Management of solutions/ systems.

## **Phase II**

- (i) Oversee Project management and implementation (including transition) of proposed digital health solution which is to be developed and implemented by the MSP (to be selected by Authority, AIIMS) in accordance with the proposed RFP.
- (ii) Continuously identify and document changes in processes and policies as per evolving systems and requirements of AIIMS and in accordance with this appropriately modify AIIMS, New Delhi IT policies and IT Strategy from time to time. The IT PMC is also expected to provide appropriate inputs to MSP for the implementation of such change.

### **Phase III**

The IT PMC shall monitor fulfilment of objectives, SLAs, responsiveness of the project, effectiveness and sustainability in the production environment. Further, the IT PMC shall engage in overseeing the Project management of operations, maintenance and enhancements of proposed IMUIS solution (to be developed, operated, maintained and by MSP).

#### **Broad scope of services for phase II and III shall entail the following:**

- (i) Prepare and ensure roll-out strategy and milestone-based development and adoption
- (ii) Draft and monitor implementation framework for proposed IMUIS and various other policy documents, after stakeholder consultation
- (iii) Ensure highest quality is maintained in design and development of the various components and artefacts of the proposed IMUIS solution
- (iv) Strengthening project management activity and provide project monitoring functions consistent with the requirements of AIIMS
- (v) Ensure requisite capacity building & training is imparted on time to time basis.
- (vi) Contractual and other enabling provisions (Legal and contractual requirements)
- (vii) Ensure compliance of functional and technical requirements of proposed IMUIS
- (viii) Periodically gather end-user experience on implementation of proposed IMUIS
- (ix) Identify gaps, non-compliances and reasons for the non-compliance and its mitigation thereof
- (x) The IT PMC shall also assist AIIMS in various procurements, contract/project management, SLA monitoring, assessment related activities.

- (xi) At the end of the contract, IT PMC shall be required to prepare a detailed Exit & Transition Management strategy for the Managed Service Provider (MSP)

The responsibility under this RFP does not lie only and exclusively on the shoulders of the team deployed by the IT PMC at AIIMS premises. It also rests with the consultancy firm providing the IT PMC services. This is to be ensured in the following manner;

- a. Participation of the senior representative of the management of the consultancy firm in all key/ strategic meetings to be specified by the AIIMS.
- b. Regular monitoring of the progress of the project by the management of the Consulting Firm and sending reports to AIIMS management of the same, and bring to the notice of AIIMS, any issues needing immediate action/ intervention at a high level.
- c. Prepare and present an escalation matrix for smoother operation
- d. Taking responsibility for timeliness of the deliverables thereby ensuring zero time and cost-overrun as time is the essence of this RFP

## **DETAILS ON IMPLEMENTATION AND OPERATIONS SUPPORT ON SPECIFIC AREA**

The following shall be a common scope for phase II and phase III activities-

### **A. Technical Support Activities**

- (i) To act as product managers/service(s) managers for various services under AIIMS to facilitate, coordinate the designing, development, implementation, operations, and new enhancements with the MSP as per scope defined in the RFP document.
- (ii) To coordinate and monitor the activities of MSP and to assist in managing the implementation of IMUIS solution.
- (iii) Strengthening project management support by delivering day to day functioning of various building blocks/applications and also to support in managing issues, grievances for managing business as usual
- (iv) Strengthening technical and functional support for various building blocks/applications and related functionalities
- (v) Timely coordinating with MSP in order to maintain 'Trackers' for digital building blocks and regularly update such trackers in order to support AIIMS for any informational related needs at any point of time
- (vi) Support in conceptualization of solution by identifying and analysing needs for change requests and support in drafting functional requirements for any new releases/change requests
- (vii) To assist AIIMS in managing new releases in agile cycle viz. sprint release planning and monitoring
- (viii) Assist AIIMS in reviewing various documents/ deliverables. This may also include various technical documents, test plans, acceptance plans etc.
- (ix) Providing support to AIIMS during the acceptance of the solution/application and to provide support to AIIMS for incorporating feedbacks in UATs (User acceptance testing and/or sprint acceptance)
- (x) Assist in annual IT system audits, certifications and user surveys as may be reasonably aligned with the objectives of the service delivery needs of AIIMS. Also, IT PMC shall ensure that periodic assessments are done to check on compliance to standards and guidelines, security requirements, capacity management and such other planned tasks.

### **B. IT Security, Privacy and Strategic Control Policy and Data Quality assessment**

- (i) To assist in conducting security audit and system performance audits through 3rd party agencies

- (ii) To propose standards and policy for IT Security, Privacy and Strategic for AIIMS to enable compliance to various policies related to IT Security, privacy etc
- (iii) To assist AIIMS in compliance monitoring of IT security policy and standards so prepared by IT PMC and accepted by AIIMS in accordance with MeitY guidelines, standard committee of MoH&FW, security and data privacy policy of GoI and or complying with any other statutory policy.
- (iv) To oversee various IT Security related operations
- (v) To support in IT Security solutioning, governance, SLA monitoring, conduct information security risk assessment
- (vi) The IT PMC shall assist in preparing the scope of services for engagement of third-party assessors to carry out data quality audits.
- (vii) If a third-party assessor is hired, the IT PMC would be required to assist the third-party assessor in carrying out the audit. If any issues are identified during the third-party assessment, IT PMC shall also assist in coordination for resolution of issues

### **C. Change Management and Capacity Building**

Change Management helps in governing change in the mind-set of people that helps in reducing barriers to early adoption of the proposed systems of AIIMS. Hence, change management is pivotal to the effective implementation of proposed e-Health solution. Accordingly, AIIMS expects IT PMC to prepare a Capacity Building and Change Management strategy. It is envisaged that the IT PMC/Consultant shall prepare a strategy document around "Change Management" covering following aspects and not limited to;

- (i) Identification of training needs/topics
- (ii) Identification of stakeholders to be trained on various proposed services
- (iii) Training dissemination plan for all the components/services
- (iv) Capacity building strategy and policy assessment
- (v) Recording changes in change request forms and approval of change requests
- (vi) Impact assessment due to the change
- (vii) Executing and testing changes
- (viii) Documentation of changes

### **D. Operational Support activities**

Regular reporting of project progress to AIIMS

- (i) **Monitor Performance:** IT PMC shall ensure measurement of the SLAs and shall, at all times, ensure the reliability and accuracy of such measurements. IT PMC shall ensure that the measurements are formally recorded in support of penalties to the MSP.
- (ii) **Corrective Measures:** In case the performance parameters are not found to be conforming to the required levels, the IT PMC shall proactively, after approval from AIIMS, inform the MSP and suggest appropriate corrective measures and ensure that these are implemented.
- (iii) **Escalation:** Escalate project issues to the MSP and/or to AIIMS to monitor resolution thereof in a timely and conducive manner.

**E. Exception Management: Assist AIIMS to manage exceptional and contingency situations.**

- (i) The IT PMC shall also plan for review of the performance of MSP under the terms of the contract
- (ii) Participating in day-to-day business activities, taking notes and related documentations
- (iii) Routine problem solving of day-to-day matters and delivering capacity building on operational processes related to managing various services/applications
- (iv) Monitoring various timelines and early identification of risks, escalation management and coordinating problem resolution

**F. Contract/Other Support Activities**

- (i) Procurements and Contracts Management
- (ii) Support in Payments to MSP: Based on various KPIs, measurements and conclusions drawn thereon, the IT PMC shall support AIIMS in payments related to various milestones, service levels etc. to be made to the MSP.
- (iii) Contract Management: To assist in Project/Contract management of the MSP. The IT PMC shall assist AIIMS in contract administration throughout the duration of this project. The IT PMC shall be responsible for continuous risk monitoring, performance measuring and milestone reviews as defined in the signed terms and conditions of the contract and SLA and relevant contracts to ensure that the work being done is as per design and timelines

Besides, MSP IT PMC shall support AIIMS in undertaking multiple procurements of such goods and services.

**G. IT PMC shall also provide Contractual Preparation and Monitoring assistance to AIIMS**

- (i) Assist in drafting, implementation and monitoring of various policy documents, stakeholder's consultation etc.
- (ii) The IT PMC shall also assist AIIMS in contract administration throughout the duration of this project.
- (iii) The IT PMC shall be responsible for continuous risk monitoring, performance measuring and milestone reviews as defined in the signed terms and conditions of the contract and SLA and relevant contracts to ensure that the work being done is as per design and timelines by the vendor.
- (iv) The IT PMC shall also plan for ongoing review of the performance of various vendors under the terms of the contract.

**8. SCHEDULE 2**

(see Clause 2.1.3)

**AGREEMENT  
OF  
INFORMATION TECHNOLOGY PROGRAM MANAGEMENT CONSULTANCY (IT PMC) FIRM  
FOR  
DELIVERING CONSULTING SERVICES FOR PROCESS REENGINEERING, PROJECT  
DEVELOPMENT AND  
PROJECT MANAGEMENT ACTIVITIES  
FOR IMPLEMENTATION OF  
INTEGRATED MEDICAL UNIVERSITY INFORMATION SYSTEM (IMUIS) AT AIIMS, NEW DELHI**



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## **AGREEMENT**

### **INFORMATION TECHNOLOGY PROGRAM MANAGEMENT CONSULTANCY (IT PMC) FIRM FOR DELIVERING CONSULTING SERVICES FOR PROCESS REENGINEERING, PROJECT DEVELOPMENT AND PROJECT MANAGEMENT ACTIVITIES FOR IMPLEMENTATION OF INTEGRATED MEDICAL UNIVERSITY INFORMATION SYSTEM (IMUIS) AT AIIMS, DELHI**

This AGREEMENT (hereinafter referred to as the “**Agreement**”) is made on the ..... day of the month of ..... 2021..., between, on the one hand, All Indian Institute of Medical Sciences (“**AIIMS**”), represented by the Director (hereinafter referred to as the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter referred to as the “**Consultant**” which expression shall include their respective successors and permitted assigns).

#### **WHEREAS**

(A) The Authority had invited proposals vide its Request for Proposal dated ..... RFP for Selection of Information Technology Program Management Consultancy (IT PMC) Firm for Delivering Consulting Services for Process Reengineering, Project Development and Project Management Activities (hereinafter referred to as the “**Consultancy**”) for Implementation of Integrated Medical University Information System (IMUIS) of AIIMS, New Delhi Campus (hereinafter referred to as the “**Project**”);

(B) the Consultant, a ....., submitted its proposals for the aforesaid Consultancy work, whereby the Consultant represented to the Authority that it had the required professional skills, personnel and technical resources; and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (hereinafter referred to as the “**LOA**”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## **8.1 General**

### **8.1.1 Definitions and Interpretation**

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (i) **“Additional/ Support Resource”** means Personnel other than the Core IT PMC Team;
- (ii) **“Agreement”** means this Agreement, together with all the Annexes;
- (iii) **“Agreement Value”** shall have the meaning set forth in Clause 8.6.1.2
- (iv) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time
- (v) **“Confidential Information”** shall have the meaning set forth in Clause 8.3.3
- (vi) **“Conflict of Interest”** shall have the meaning set forth in Clause 8.3.2 read with the provisions of RFP
- (vii) **“Core IT PMC Team”** means five (5) Core IT PMC Team members listed in Clause: 2.1.4.14 of RFP
- (viii) **“Dispute”** shall have the meaning set forth in Clause 8.9.2.1
- (ix) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 8.2.1
- (x) **“Government”** means the Government of India;
- (xi) **“Good Design, Engineering and Construction Practices”** means the best relevant practices, methods, standards with respect to the planning, design, construction, commissioning, testing, operating, maintenance and repair of works with characteristics comparable to those of the Project, taking into account factors including the location of the Project, and without prejudice to the foregoing, shall include the performance of the Services:
  - a. in a sound and workmanlike manner, with reasonable skill, care and diligence and applying generally accepted engineering, construction and management practices and procedures and in accordance with Applicable Laws and applicable codes and standards;
  - b. in an expeditious manner and without unnecessary or unreasonable delay; and
  - c. using appropriate internationally accepted standards in respect of consultancy and workmanship applicable to IT PMC services for works having characteristics comparable to those of the Project;

- (xii) **“INR, Re. or Rs.”** means Indian Rupees;
- (xiii) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (xiv) **“Personnel”** means persons hired by the Consultant (including but not limited to Core IT PMC Team and Additional/ Support Resource) or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (xv) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (xvi) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (xvii) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 8.4.6; and
- (xviii) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.
- (xix) **“Taxes”** means all taxes, duties, levies, cess, imposts, surcharge, assessments, fees, charges and other impositions as may be levied in respect of the performance of the Services under the Applicable Law, excluding any taxes, imposts or levies, payable on income or profession by the Consultant, the Sub-consultants or Personnel or for which any of them is obliged to account;

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

**8.1.1.1** The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (i) Agreement;
- (ii) Annexes of Agreement;
- (iii) RFP; and
- (iv) Letter of Award.

### **8.1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **8.1.3 Rights and Obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (i) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (ii) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

### **8.1.4 Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **8.1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **8.1.6 Table of Contents and Headings**

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

### **8.1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (i) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 8.1.8 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (ii) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (ii) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority

Representative set out below in Clause 8.1.8 or to such other person as the Authority may from time to time designate by notice to the Consultant; and

(iii) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

**8.1.8 Authorised Representatives**

**8.1.8.1** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be taken or executed by the officials specified in this Clause 8.1.8.

**8.1.8.2** The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

**8.1.8.3** The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

**8.1.9 Taxes and Duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

**8.1.10 Interpretation**

In this Agreement, unless otherwise stated or except where the context otherwise requires:

- 8.1.10.1**The singular includes the plural and vice versa and any word or expression defined in the singular' shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender;
- 8.1.10.2**a reference to any document, agreement, deed or other instrument (including, without limitation, references to this Agreement) shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, novated or substituted;
- 8.1.10.3**a reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to;
- 8.1.10.4**where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning;
- 8.1.10.5**the words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purpose refer to this Agreement as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words;
- 8.1.10.6**in the Agreement, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Agreement;
- 8.1.10.7**any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done;
- 8.1.10.8**the rule of interpretation which requires that a contract be interpreted against the person or Party drafting it shall have no application in the case of this Agreement;
- 8.1.10.9**a reference to a person (or to a word importing a person) shall be construed so as to include:
- (i) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental authority (whether or not in each case having separate legal personality);
  - (ii) that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and



(iii) references to a person's representatives shall be to its officers, personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives;

Reference to a "day" shall mean a calendar day.

## **8.2 Commencement, Completion and Termination of Agreement**

### **8.2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### **8.2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

### **8.2.3 Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 8.2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void.

### **8.2.4 Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 8.2.3 or 8.2.9 hereof, this Agreement shall, expire upon the later of (i) expiry of a period of 90 (ninety) days after the acceptance of the final deliverable by the Authority (the Authority will issue a certificate to the effect); and (ii) the expiry of 5 (five) years from the Effective Date or 7 (seven) years from Effective Date should the Parties mutually agree to extend the Agreement for a further period of 2 (two) years. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### **8.2.5 Entire Agreement**

**8.2.5.1** This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons authorized in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

**8.2.5.2** Without prejudice to the generality of the provisions of Clause 8.2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **8.2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services may only be made by written agreement between the Parties. Pursuant to Clause 8.6.1.3 hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

## **8.2.7 Force Majeure**

### **8.2.7.1 Definition**

- (i) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (ii) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **8.2.7.2 No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **8.2.7.3 Measures to be taken**

- (i) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (ii) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14

(fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(iii) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### **8.2.7.4 Extension of time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **8.2.7.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not be entitled to any additional costs on account of the same.

#### **8.2.7.6 Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **8.2.8 Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension. The Consultant shall not be entitled to claim any costs arising out of such suspension.

### **8.2.9 Termination of Agreement**

#### **8.2.9.1 By the Authority**

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 8.2.9.1, terminate this Agreement if:

(i) The Performance Security has been encashed and appropriated in accordance with Clause 8.7.1 and the Consultant fails to replenish or

provide fresh Performance Security within a Cure Period of 15 (fifteen) days;

- (ii) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 8.2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (iii) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (iv) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8.9 hereof;
- (v) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (vi) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (vii) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (viii) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### **8.2.9.2 By the Consultant**

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 8.2.9.2, terminate this Agreement if:

- (i) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 8.9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (ii) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in

writing) following the receipt by the Authority of the Consultant's notice specifying such breach;

- (iii) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (iv) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8.9 hereof.

#### **8.2.9.3 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 8.2.3 or 8.2.9 hereof, or upon expiration of this Agreement pursuant to Clause 8.2.4 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, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 8.3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 8.3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### **8.2.9.4 Cessation of Services**

Upon termination of this Agreement by notice from either Party to the other pursuant to Clauses 8.2.9.1 or 8.2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 8.3.9 or 8.3.10 hereof.

#### **8.2.9.5 Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 8.2.9.1 or 8.2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 8.6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 8.6 hereof for expenditures actually incurred prior to the date of termination; and

(iii) except in the case of termination pursuant to sub-clauses (i) through (v) of Clause 8.2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement

#### **8.2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 8.2.9.1 or in Clause 8.2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8.9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **8.3 Obligations of the Consultant**

#### **8.3.1 General**

##### **8.3.1.1 Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultant(s) or Third Parties.

##### **8.3.1.2 Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein and in accordance with the terms of the RFP.

##### **8.3.1.3 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

#### **8.3.2 Conflict of Interest**

**8.3.2.1** The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

**8.3.2.2** Consultant and Associates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

#### **8.3.2.3 Prohibition of conflicting activities**

Neither the Consultant nor its Sub-Consultant nor any of the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (i) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (ii) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (iii) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

#### **8.3.2.4 Consultant not to benefit from commissions, discounts, etc.**

The remuneration of the Consultant pursuant to Clause 8.6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **8.3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice,**

fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

**8.3.2.6** Without prejudice to the rights of the Authority under Clause 8.3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

**8.3.2.7** For the purpose of Clauses 8.3.2.5 and 8.3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;



- (ii) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (iv) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **8.3.3 Confidentiality**

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (the “**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;

- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

#### **8.3.4 Liability of the Consultant**

**8.3.4.1** The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

**8.3.4.2** The Consultant shall, subject to the limitation specified in Clause 8.3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

**8.3.4.3** The Parties hereto agree that except in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 8.6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 8.3.5.1, whichever of (a) or (b) is higher.

**8.3.4.4** This limitation of liability specified in Clause 8.3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

#### **8.3.5 Insurance to be taken out by the Consultant**

- (i) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-

Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

- (ii) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (iii) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (iv) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

**8.3.5.1** The Parties agree that the risks and coverages shall include but not be limited to the following:

- (i) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rupees Fifty Lakhs only.
- (ii) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (iii) professional liability insurance for an amount no less than the Agreement Value.
- (iv) The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 8.6.1.2 of the Agreement.

### **8.3.6 Accounting, inspection and auditing**

The Consultant shall:

- (i) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (ii) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

### **8.3.7 Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (i) appointing such members of the Core IT PMC Team and Additional/ Support Resource as are not listed in Annex-2.
- (ii) 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 Authority prior to the execution of the subcontract, and (ii) that the Consultant shall, at all times, remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (iii) The Consultant agrees that the aggregate value of all sub-contracts with Sub-consultants in respect of the Services under this Agreement shall not exceed twenty percent (20%) of the Contract Value.
- (iv) any other action that is specified in this Agreement.

### **8.3.8 Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **8.3.9 Documents prepared by the Consultant to be property of the Authority**

- 8.3.9.1** All plans, drawings, specifications, designs, reports and other documents (collectively the "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document,

of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

**8.3.9.2** The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

**8.3.9.3** The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

**8.3.10 Equipment and materials furnished by the Authority**

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

**8.3.11 Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

**8.3.12 Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of

Clause 8.3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## **8.4 Consultant's Personnel and Sub-Consultants**

### **8.4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **8.4.2 Deployment of Personnel**

The Consultant shall deploy the Project coordinator at Project site from the commencement of the services until completion of the work.

### **8.4.3 Approval of Personnel**

The Core IT PMC Team and Additional/ Support Resource as listed in the Agreement are hereby approved by the Authority. All Personnel (including the Core IT PMC Team and the Additional/ Support Resource) associated with / deployed for provision of Services shall, at the times, satisfy the qualification and experience criteria/requirements specified in the RFP.

### **8.4.4 Substitution of Core IT PMC Team member**

The Authority expects all the Core IT PMC Team members to be available during implementation of the Agreement. In case any Core IT PMC Team member is replaced, the applicant shall immediately intimate the authority and shall provide a substitute meeting the qualification and experience criteria for that position and the replacement must be engaged within 15 days from the date of intimation. Should such replacement not be provided within 15 days, a sum equal to 0.5% (half percent) of the Agreement value shall be deducted from the payments due to the Consultant on a monthly basis till such time the replacement is in place.

If the Authority 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 Authority's written request specifying the grounds therefore,

forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.

#### **8.4.5 Project Coordinator**

The Team-Lead (IT PMC Core Team member) shall act as the **Project Coordinator** of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. He/She shall be the point of contact (PoC) and be responsible for day to day performance of the Services and shall also physically attend all meetings called by the Authority.

#### **8.4.6 Sub-Consultants**

The Consultant may, with prior written approval of the Authority, engage Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 8.4.

### **8.5 Obligations of the Authority**

#### **8.5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (i) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (ii) facilitate prompt clearance through customs of any property required for the Services; and
- (iii) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **8.5.2 Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the Project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services in accordance with Clause 8.5.6 hereto, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 8.6.1.3.

#### **8.5.3 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to Taxes which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 8.6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Agreement Value.

#### **8.5.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 8.6 of this Agreement.

#### **8.5.5 Correction/re-performance/ performance of defective or omitted services**

**8.5.5.1** The Consultant agrees and acknowledges that any correction/re-performance/ performance of defective or omitted Services or any services required in view of default of the Consultant or any detailing of the Services which is required to be done in accordance with Good Design, Engineering and Construction Practices and Applicable Laws and in order to ensure that the Project meets the requirements of this Agreement and functions in accordance with its intended purpose would be deemed to form part of the Services and not constitute a variation of the scope of Services.

#### **8.5.6 Extension of time**

**8.5.6.1** The Consultant agrees and acknowledges that time shall be of the essence in the performance of its obligations under this Agreement. The Consultant must commence, proceed to carry out and complete the Services in accordance with timelines stipulated for submission of various deliverables in Annex-3 with due diligence and expedition.

**8.5.6.2** The time period(s) specified in Annex-3 shall be extended to the extent the Consultant demonstrates to the satisfaction of the Authority that the time required for completion of Services was delayed by reason of any delay which is directly and solely attributable to a breach or default of the Authority.

**8.5.6.3** The Consultant shall, within seven (7) days of learning of any cause of delay specified in Clause 8.5.6.2 above, send a written intimation of the same to the Authority with details relevant to such cause, extent and the contemplated delay upon the performance of the Services, and its plans to overcome or minimize the delay. The Parties shall mutually determine any extension of time that may be required for performance of Services affected by such breach or default of the Authority. The



Consultant agrees and acknowledges that any extension of time under this Clause 8.5.6 shall not of itself entitle the Consultant to an adjustment of the Contract Value.

### **8.5.7 Suspension of Services by Authority**

**8.5.7.1** The Authority may, from time to time and without assigning any reasons, by notice to the Consultant, suspend the carrying out of the Services or any part thereof and the Consultant shall, on the written order of the Authority suspend the carrying out of the Services or any part thereof for such time or times and in such manner as the Authority may reasonably require.

**8.5.7.2** The Authority may at any time following a suspension under this Clause 8.5.7.2 give notice to the Consultant to proceed with the works which are the subject of the suspension. Upon receipt of such notice, to the extent that any remobilisation is required, the Consultant shall ensure that such remobilisation is achieved within such reasonable period as may be mutually agreed between the Parties.

**8.5.7.3** Any period of suspension under Clause 8.5.7.1 shall not exceed forty-five (45) days from the date of issue of the notice of suspension in a single instance and sixty (60) days in aggregate in a period of three hundred and sixty-five (365) days and if either limit is exceeded, the Consultant may notify the Authority either requiring the Authority to hold discussions for mutually agreeing a schedule for resumption of Services.

**8.5.7.4** Any costs reasonably incurred by the Consultant as a direct result of suspension (including any costs for demobilisation and remobilisation of Personnel) under Clause 8.5.7.1 shall be reimbursed by the Authority to the Consultant upon receipt of an invoice therefore in respect of each month in which such costs were incurred. The Consultant shall use its best efforts to mitigate and minimise the costs and expenses it incurs as a result of such suspension.

## **8.6 Payment to the Consultant**

### **8.6.1 Fixed Lumpsum Amount**

**8.6.1.1** The Consultants total Fixed Lumpsum Amount including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lumpsum amount including all staff costs, Sub-consultants' costs, survey costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the contract shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof. The payment schedule based on milestones is as per Annex-

3 and acceptance of milestones reports given in Annex-3. The payments are subjected to successful completion of milestones.

**8.6.1.2** Except as may be otherwise agreed under Clause 8.2.6 and subject to Clause 8.6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....),

**8.6.1.3** Notwithstanding anything to the contrary contained in Clause 8.6.1.2, if pursuant to the provisions of Clauses 8.2.6 and 8.2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the Lumpsum Amount referred to in Clause 8.6.1.1 above, the Agreement Value set forth in Clause 8.6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **8.6.2 Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **8.6.3 Mode of billing and payment**

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

**8.6.3.1** No Mobilisation Advance shall be paid to the Consultant.

**8.6.3.2** The final payment under this Clause shall be made only after the submission of Key Deliverables (KDs) as mentioned in the Annex-3, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable by the Authority unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

**8.6.3.3** Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 8.6.3.3. Any delay by the Consultant in

reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- 8.6.3.4** Early payment discount: Authority shall be allowed to deduct 0.5% of the invoiced amount if the full invoice raised by consultant is cleared and paid to Consultant within 10 days after receipt of the invoice instead of the Due Date. To illustrate, if Consultant at end of designated month raises an invoice of Rs. 2, 00, 00,000 (two crore) and Authority releases payment within 10 days. Authority will be allowed to deduct 0.5% which is equal to Rs. 1, 00,000 (one lakh) as early payment discount and will credit consultants INR 1, 99, 00,000.
- 8.6.3.5** All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **8.7 Liquidated Damages and Penalties**

### **8.7.1 Performance Security**

- 8.7.1.1** The Consultant shall, for the performance of its obligations hereunder during the term of the Agreement, provide to the Authority no later than 30 (thirty) days from the Effective Date, an irrevocable and unconditional guarantee from a Bank, substantially in the form specified at Annex-7 hereto, for a sum equivalent to 3% (three percent) of the Agreement Value (the "Performance Security").

The Performance Security shall be obtained in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations).

- 8.7.1.2** The Performance Security is to be apportioned against breach of this Agreement by the Consultant or for recovery of liquidated damages as specified in Clause 8.7.2 In any of the foregoing events, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it. Upon such encashment and appropriation from the Performance Security, the Consultant shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be, and the Consultant shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Clause 8.2.9.
- 8.7.1.3** The Performance Security shall remain in force and effect during the entire term of the Agreement, and shall be released thereafter; provided, however, that the Performance Security shall not be released if the Consultant is in breach of this

Agreement. Upon request made by the Consultant for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 8.7.1.3, the Authority shall release the Performance Security forthwith.

The Parties expressly agree that the Consultant may furnish Performance Security valid for 2 (two) years at a time; provided that the Consultant shall, 2 (two) months prior to the expiry of such Performance Security, submit a new Performance Security valid for a further period of 2 (two) years and repeat the process hereunder until expiry of the Agreement.

## **8.7.2 Liquidated Damages**

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

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 Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

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

If the Consultant fails to complete a deliverable within the period specified in the Agreement, except to the extent that such delay is solely on account of Force Majeure affecting the Consultant or any breach or default of the Authority, the Consultant shall pay to the Authority, as fixed and agreed liquidated damages, (and not as penalty) at the rate of zero decimal point one percent (0.1%) of the contract value applicable for every week of delay in completion of such deliverable. The aggregate maximum of liquidated damages payable to the Authority under this Clause shall be subject to a maximum of ten percent (10%) of the Contract value.

The Consultant acknowledges that the terms, conditions and amounts fixed pursuant to this Clause 8.7.2 for liquidated damages are reasonable, considering the losses and costs that the Authority will incur in the event of the Consultant's failure to provide each deliverable within the period specified therefor. The Parties hereby agree that the liquidated damages amount specified herein are a genuine pre-estimate as of the date hereof of damages likely to be incurred by the Authority and shall be without prejudice to the Authority's right to terminate this Agreement under Clause 8.2.9.1 or any other right(s) it may have under Applicable Law. The Parties agree and acknowledge that liquidated damages, if any, accruing during any year of the term of the Agreement, shall be payable on an annual basis at the end of such year, as applicable (except in case of forfeiture of the Performance Security upon termination of the Agreement in which event such liquidated damages for

delay shall be recoverable from the termination payment, if any, payable to the Consultant).

Liquidated damages shall be recovered from payments due to the Consultant and/or be paid to the Authority by the Consultant within a period of thirty (30) days from the date of notification of liquidated damages payable by the Consultant.

#### **8.7.2.3 Encashment and appropriation of Performance Security**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 8.7.2.

#### **8.7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 8.7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

### **8.8 Fairness and Good Faith**

#### **8.8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

#### **8.8.2 Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8.9 hereof.

### **8.9 Settlement of Disputes**

#### **8.9.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **8.9.2 Dispute resolution**

**8.9.2.1** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.9.3.

**8.9.2.2** The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **8.9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Director, AIIMS and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 8.9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 8.9.4.

### **8.9.4 Arbitration**

**8.9.4.1** Any Dispute which is not resolved amicably by conciliation, as provided in Clause 8.9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 8.9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (as amended to date). The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

**8.9.4.2** There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

**8.9.4.3** The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 8.9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

**8.9.4.4** The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

For and on behalf of Authority

|                     |               |    |               |
|---------------------|---------------|----|---------------|
|                     | (Signature)   |    | (Signature)   |
|                     | (Name)        |    | (Name)        |
|                     | (Designation) |    | (Designation) |
|                     | (Address)     |    | (Address)     |
| In the presence of: |               |    |               |
| 1.                  |               | 2. |               |

Annex-1

**Terms of Reference**

*(Refer Clause 8.3.1.2)*

(Reproduce Schedule-2 of RFP)



Annex-2

**Cost of Services – Fixed Lumpsum Amount**

*(Refer Clause 8.6.1)*

(Reproduce as per Financial Proposal)

**(DO NOT SUBMIT THIS WITH THE TECHNICAL PROPOSAL INADVERTENTLY)**

Annex-3

**Time & Payment Schedule**

(Refer Clause 8.6.3)

| SN               | Key Deliverable (KD) | Milestone/ Activity   | Due Date for Milestone/ Activity                                     | Timeline | Percentage Payment of Total Fees |
|------------------|----------------------|---|--|----------|----------------------------------|
| <b>Phase – I</b> |                      |   |  |          |                                  |
| 1.               | KD- 1                | Project Inception Report<br>Deployment Plan of IT<br>PMC Team, and Project<br>Plan  | Within 2 Weeks<br>from the date<br>of<br>commencement<br>of services | Week 2   | 1%                               |
| 2.               | KD- 2                | Submission of “As-Is”<br>Process & System Study<br>Report for all areas   | KD-1 + 5 Weeks   | Week 7   | 4.0%                             |
| 3.               | KD-3                 | Submission of “As-Is” IT<br>Infrastructure Study<br>Report  | KD-1 + 6 Weeks   | Week 8   |                                  |
| 4.               | KD- 4                | Prepare “To-Be”<br>Functional Requirement<br>Document (FRD)   | KD-2 + 5 Weeks   | Week 12  | 5.0%                             |
| 5.               | KD- 5                | Furnish Draft DPR<br>including preliminary<br>costing of MSP for IMUIS<br>Implementation for<br>Authority to seek<br>budgetary approvals                                      | KD-4 + 4 Weeks   | Week 16  | 2.5%                             |
| 6.               | KD – 6               | Submission of Final DPR<br>including detailed FRS,<br>SRS, Architecture of<br>IMUIS Solution,<br>Hardware and<br>Networking<br>requirement,<br>implementation<br>roadmap etc. | KD-5 + 4 Weeks   | Week 20  | 5.0%                             |

| <b>**Phase –Ia (Will start once budgetary sanctions are obtained by Authority for DPR implementation) : (A0 = Communication of Budgetary approvals of DPR by Authority)</b> |   |  |                               |         |                                   |
|---|---|--|-------------------------------|---------|-----------------------------------|
| <b>IT PMC</b>   |   |  |                               |         |                                   |
| 7.  | KD- 7   | Finalisation RFP including Agreement for selection of MSP.     | A0 + 4Weeks                   | Week 24 | 2.5%                              |
| 8.  | KD- 8   | ### Bid Process Management and On-boarding of MSP (A1)         | KD-7 + 12 weeks               | Week 36 | 2.5%                              |
| <b>Phase – II &amp; III</b>   |   |  |                               |         |                                   |
| 9.  | KD - 9  | Review and Approval of Solution design document created by MSP | A1 + 12 weeks                 | Week 48 | 2.5% per month x 3 months = 7.5 % |
| 10.   | KD-10 onwards (KD-10, KD-11, KD-12 ...) (with every month being considered as a distinct Key Deliverable) | Monthly Progress and Implementation Status Report.             | Monthly, till end of Contract | -       | 1.25% per month                   |
| 11.   | Final KD  | IT-PMC Exit  | End of IT PMC Contract        | -       | 10%                               |

**Important Notes:**

1. All Deliverables as applicable shall first be submitted as draft for comments of the Authority. The Authority shall endeavour to provide their comments within seven (7) calendar days. Aforementioned due dates exclude the time taken by the Authority in providing its comments on the Deliverables Report. The Consultant shall get seven (7) calendar days for submission of the modified Deliverable after comments of the Authority are provided via Project Management Unit. This shall however not extend the timeline for the achievement of the next KD.
2. \*\* IT PMC may withdraw its core IT PMC team and Additional/ Support Resource from the site till the time budgetary approval is obtained by the Authority for engaging the MSP. The duration between completion of 'KD-6' and 'A0' will not be

counted in the overall timeline of IT PMC contract and contract period shall automatically stand extended by an equivalent duration.

3. **### Onboarding of MSP (A1) may take more than 12 weeks on account of tendering process variations, retender, approval & award of work process, etc. For the purpose of IT-PMC contract timeline, a maximum of 12 weeks are assigned for the said KD. However, IT PMC is expected to provide all services required under KD-8 for the full period till the MSP is onboarded even if the said period crosses 12 weeks. Any additional weeks spent in completing KD-8 will not be counted in the overall timeline of IT PMC contract and contract period shall automatically stand extended by an equivalent duration. Keeping in view the nature of engagement required during KD-7 & KD-8, IT-PMC is permitted to deploys its core team and additional resources on site on need basis only during the period between A0 to A1.**
4. At the end of every contract year, there will be performance review of IT PMC. At this stage, IT PMC has to submit a comprehensive progress report, implementation status report and knowledge management documentation with detailed progress on implementation status.
5. Should Authority decide to extend the IT PMC contract beyond 5 years, the KD's and percentage detailed against 'KD10 onwards' in the table above only shall be applicable on monthly basis during the extension period. Final KD will be deliverable at the end of extension period when the contract ends.

**Details of expected minimum output against respective key deliverables is as follows:**

| KD- 1  | Deployment of IT PMC Team and Inception Report and Project Plan |
|--|---|
| <p>The indicative content/ details to be covered under the KD-1 is mentioned below:</p> <ol style="list-style-type: none"> <li>1. Project Inception Report covering detailed project plan for the initial four months for each identified work-stream/ track with details of deployment plan/ personnel schedule.</li> <li>2. It is expected to provide a work-breakdown structure (WBS) into daily and weekly activities and measurable deliverables to ascertain meeting the agreed timelines.</li> <li>3. Detailing of approach and methodology to be adopted in terms of "As-Is" assessment across various departments/ functional areas at each hospital facility/ centre/ institute.</li> <li>4. Methodology and tools to be used for "As-Is" process study, identification of process bottlenecks and root cause analysis.</li> <li>5. Table of Content of "As-Is" Report for each department of the institute, hospitals and centre to be covered under the study.</li> <li>6. Provide required stakeholder, time-duration, level of information, process owners and any other required information for carrying out of "As-Is" process assessment.</li> </ol> |   |

7. Deployment plan with details of IT PMC team (full time and part-time) to be deployed to carry out various proposed work-plan activities.
8. Communication Management Plan: A plan for how team and stakeholder communication will be handled over the course of the project
9. Risk and Issue Management Plan: A list of factors that could derail the project and a plan for how issues will be identified, addressed, and controlled.
10. Stakeholders' engagement plan with list of required stakeholders, type of engagement and other required support from AIIMS, New Delhi.
11. Outline required workshops, meetings, process review and validation/ sign-off sessions to be scheduled with various process owners across various institutes, hospitals, and centre of the AIIMS, New Delhi.
12. Critical pathways for carrying out of "As-Is" process study and potential workarounds.
13. Any other relevant details critical must be covered in the

|              |   |
|--------------|---|
| <b>KD- 2</b> | <b>Submission of "As-Is" Process Study Report</b> |
|--------------|---|

The indicative content/ details to be covered under the KD-2 is mentioned below:

1. "As-Is" Process and IT System Report for each Department/ Functional area(e.g. Registration, Admission, Radiology & Imaging Services, Stores, HR, Research, Hostel Management, Academic Management, etc.) must be prepared for each institute, hospital and centre part of AIIMS, New Delhi.
2. "As-Is" Process and IT System Report must cover
  - a. Overview of the existing department/ functional area
  - b. Current functions, scope, and organogram with details of key process owners.
  - c. Key processes mapping from start to end mapped with cross functional flowchart and/ or workflow diagram with details of each activity, key process owner, input information/ data and output information/ data/record of at each activity level.
  - d. Current IT system used (if any) in the respective departments/ functional area with details of technology stack & functional aspects must be covered while mapping of key processes.
  - e. Process wise process gaps/ Issues/ process bottlenecks with attribution to physical infrastructure, people availability & skills, process design, IT systems or any other factor that enables to identify appropriate solution/ interventions.
  - f. Process level KPIs.
  - g. Department/ Functional area level MIS, KPIs and Reports
  - h. Details of manual forms, automated records and reports.

- i. Details of PMC team undertaking “As-Is” study with date & time, methodology used, stakeholders interacted & meeting and documents/data/records collected.
- j. IT PMC shall also be expected to facilitate industry consultation during this period to enable authority to understand the existing market landscape and capabilities in all aspects of IMUIS development
- k. Any other relevant details.

|              |   |
|--------------|---|
| <b>KD- 3</b> | <b>Submission of “As-Is” IT Infrastructure Study Report</b> |
|--------------|---|

The indicative content/ details to be covered under the KD-3 is mentioned below:

1. “As-Is” IT Infrastructure System Report for each IT System and/ or each institute, hospitals and centre level.
2. Current IT System/ solution ecosystem, database management and networking in the AIIMS, New Delhi.
3. Computer network architecture covering physical and logical framework of a computer network. It should indicate how computers are organized in the network and what tasks are assigned to those computers.
4. Network architecture components should include hardware, software, transmission media (wired or wireless), network topology, and communications protocols.
5. Current Computer network security policy (if any) to protect the integrity of information contained by a network and controls who access that information.
6. IT PMC shall also be expected to facilitate industry consultation during this period to enable authority to understand the existing market landscape and capabilities in all aspects of IMUIS development
7. Any other relevant details.

|              |  |
|--------------|--|
| <b>KD- 4</b> | <b>Prepare “To-Be” Functional Requirement Document (FRD)</b> |
|--------------|--|

The indicative content/ details to be covered under the KD-4 is mentioned below:

1. “To-Be” FRD Report for each Department/ Functional (e.g. Registration, Admission, Radiology & Imaging Services, Stores, HR, Research, Hostel Management, Academic Management, etc.) must be prepared for each institute, hospital and centre part of AIIMS, New Delhi.
2. “To-Be” Functional Requirement Document Report must cover:
  - a. Proposed changes in existing department/ functional areas with respect to scope, functions and key activities.

- b. Key processes “To-Be” design with reengineered process flow from start to end mapped with cross functional flowchart and/ or workflow diagram with details of each activity, key process owner, input information/ data and output information/ data/record at each activity level.
- c. Process wise recommended process redesign option(s), required key process owners to execute redesigned processes, required IT systems/ solutions or any other factor that shall enable process reengineering to achieve faster and better patient experience.
- d. Recommend new IT system/ solutions or upgradation of exiting IT system/ solution with required functional and/ or technical enhancement.
- e. FRD should clearly capture the needs of patient and key process owners.
- f. Targeted KPIs to be achieved through process redesign.
- g. Recommended department/ functional area level MIS, KPIs and Reports
- h. Details of proposed redesigned manual forms, automated records, and reports.
- i. Any other relevant details.

|              |  |
|--------------|--|
| <b>KD- 5</b> | <b>Furnish Draft DPR including preliminary costing of MSP for IMUIS Implementation for Authority to seek budgetary approvals</b> |
|--------------|--|

The indicative content/ details to be covered under the KD-5 is mentioned below:

1. Draft DPR shall cover proposed software requirements specification (SRS) for each department/ functional area (e.g. Registration, Admission, Radiology & Imaging Services, Stores, HR, Research, Hostel Management, Academic Management, etc.) for each institute, hospital and centre part of AIIMS, New Delhi.
2. Recommend new IT system/ solutions (HMIS, ERP, EMR, etc.) or upgradation of exiting IT system/ solution with required functional and/ or technical enhancement.
3. Based on the proposed IT systems/ solutions propose key building blocks of the proposed IMUIS with details of new solutions and existing systems/ solutions.
4. Recommend IT solution architecture, deployment option(s) and assess preliminary requirement of IT hardware and IT software for the IMUIS.
5. Assessment of solution required for network & IT system security.
6. Assessment of preliminary cost of IMUIS solution deployment, hardware, software, various licenses, manpower and other cost associated with IMUIS.
7. Outline potential implementation plans and roll-out approaches.
8. Key considerations for the project and the roll-out of IMUIS for AIIMS, New Delhi.

9. Total preliminary estimated budget and phase wise budget requirement for MSP and other costs.
10. Any other relevant details.

|              |  |
|--------------|--|
| <b>KD- 6</b> | <b>Submission of Final DPR including detailed FRS, SRS, Architecture of IMUIS Solution, Hardware and Networking requirement, implementation roadmap etc.</b> |
|--------------|--|

The indicative content/ details to be covered under the KD-6 is mentioned below:

1. The Final DPR shall cover final signed off FRS and SRS documents for each department/ functional area (e.g. Registration, Admission, Radiology & Imaging Services, Stores, HR, Research, Hostel Management, Academic Management, etc.) for each institute, hospital and centre part of AIIMS, New Delhi.
2. Based on the final budgetary approval recommended new IT systems/ solutions (HMIS, ERP, EMR, etc.) or upgradation of exiting IT system/ solution with required functional and/ or technical enhancement.
3. Final recommended IMUIS design, architecture, deployment option(s) and requirement of IT hardware and IT software for the IMUIS.
4. Recommended solutions required for network & IT systems security.
5. Final cost of IMUIS solution deployment, including hardware, software, various licenses, manpower and other cost associated with IMUIS.
6. Recommended Data and Application Migration plan for IMUIS.
7. Business continuity plan with required support system and resources to ensure the same.
8. Recommended scope of service to be covered by the MSP, BOQ, key deliverables, timelines and other key aspects of MSP.
9. Outline potential implementation plans and roll-out approaches.
10. Key considerations for the project and the roll-out of IMUIS for AIIMS, New Delhi.
11. Total estimated budget with phase wise budget requirement for MSP and other costs.
12. Any other relevant details.

|              |   |
|--------------|---|
| <b>KD- 7</b> | <b>Finalisation RFP including Agreement for selection of MSP.</b> |
|--------------|---|

The indicative content/ details to be covered under the KD-7 is mentioned below:

1. Draft Request for Qualification (RFQ) cum Request for Proposal (RFP) for selecting a Master Service Providers for IMUIS for AIIMS, New Delhi.
2. RFQ cum RFP must be in line with the public procurement guidelines and leading industry practices.



3. RFQ cum RFP must cover details scope of services, BOQ, key deliverables, pre-qualification criteria, technical evaluation criteria, recommended evaluation system and other key contractual terms & conditions.
4. Draft agreement for appointment of MSP for AIIMS, New Delhi.
5. Provide industry practices and reference RFPs with similar MSP onboarding to educate and adopt good practices.
6. Any other relevant support as required.

|              |  |
|--------------|--|
| <b>KD- 8</b> | <b>Bid Process Management and On-boarding of MSP</b> |
|--------------|--|

The indicative content/ details to be covered under the KD-8 is mentioned below:

1. Support in drafting of notification for selection of MSP for AIIMS, New Delhi.
2. Support in collecting, comprehending, and analysing pre-bid queries from the potential MSPs.
3. Prepare potential responses to pre-bid queries along with the Authority and support in issuing pre-bid queries response and corrigendum(s).
4. Bid process management support in term of evaluation of MSP proposals to establish technical qualification of each proposal and identify any gap or short comings in MSP proposal.
5. Support in technical and financial bid opening process.
6. Support in drafting and issuing LOI, LOA and WO to the selected MSP player.
7. Support in signing of agreement with shortlisted MSP player by coordinating with the Authority and the MSP player.
8. Any other relevant support as required.

|              |   |
|--------------|---|
| <b>KD- 9</b> | <b>Review and Approval of Solution design document created by MSP</b> |
|--------------|---|

The indicative content/ details to be covered under the KD-9 is mentioned below:

1. Review proposed IMUIS design and architecture for the IMUIS by the MSP player.
2. Review proposed IMUIS solution deployment option(s) recommended by the MSP player and map with the IMUIS DPR approved by the Authority
3. Review proposed IMUIS proposed IT hardware and IT software by the MSP player.
4. Review recommended network & IT systems security systems by the MSP player.
5. Review Data and Application Migration plan for IMUIS by the MSP player.
6. Review business continuity plan proposed by the MSP player and required support & resources to ensure the same.
7. Review risk and mitigation plan proposed by the MSP player.

8. Review any other relevant details.

|                       |  |
|-----------------------|--|
| <b>KD- 10 onwards</b> | <b>Monthly Progress and Implementation Status Report</b> |
|-----------------------|--|

The indicative content/ details to be covered under the KD-10 is mentioned below:

1. IT PMC team including core and support team shall be responsible for the complete monitoring of the IMUIS implementation progress and performance (SLAs) review of MSP player.
2. IT PMC shall be responsible to monitor on weekly and monthly basis the implementation of “To-Be” processes and IMUIS across for each department/ functional area (e.g. Registration, Admission, Radiology & Imaging Services, Stores, HR, Research, Hostel Management, Academic Management, etc.) for each institute, hospital and centre part of AIIMS, New Delhi.
3. IT PMC shall visit physically to each department/ functional area of each institute, hospital and centre part of AIIMS, New Delhi to observe implementation of “To-Be” process on-ground and map implemented “To-Be” processes with recommended “To-Be” processes in the FRD/ DPR.
4. Identify gaps and recommend required interventions to the Authority.
5. IT PMC team shall meet key stakeholders at each department/ functional area of each institute, hospital and centre part of AIIMS, New Delhi to understand the implementation progress and any issues/ challenges witnessed in the implementation of “To-Be” process and IT Systems by the MSP player.
6. IT PMC shall visit physically to each institute, hospital and centre part of AIIMS, New Delhi to monitor progress of IMUIS implementation by the MSP player in terms of solution deployment, hardware installation, software, human resources and other key SLAs as per the deliverables, agreed plan and the Agreement.
7. IT PMC shall be required to assist the authority in procuring and deploying IT infrastructure including network infrastructure as per requirement from time to time. The assistance will be in the form of support in developing specifications, tender documents and their evaluation, technical advice, onboarding support, etc
8. Monthly progress report(MPR) shall implementation status of “To-Be” processes and IMUIS solution at each department/ functional area level of each institute, hospital and centre part of AIIMS, New Delhi.
9. The MPR should highlight key issues faced/ identified in the implementation of “To-Be” process, IMUIS solution, system break-down, data management issues or any other critical issues reported during the implementation of IMUIS.
10. Recommend interventions to the Authority to resolve the issues/ gaps identified.
11. The MPR shall cover deployment of IT PMC team, attendance and key task performed on a daily/ weekly/ monthly basis.

12. MPR shall include details of meeting held or attended by IT PMC related to the project.
13. MPR shall cover Minutes of Meeting of any key meeting held by the Authority relevant to IMUIS project.
14. Any other relevant details.

| Final<br>KD   | IT-PMC Exit |
|---|-------------|
| <p>The indicative content/ details to be covered under the Final KD is mentioned below:</p> <ol style="list-style-type: none"> <li>1. Consolidated knowledge transfer and handing over of all relevant documentation</li> <li>2. Documentation of a detailed exit and transition management strategy for the MSP for use by authority as and when required</li> <li>3. Identify additional opportunities to enhance the IT Systems and solutions at AIIMS in consultation with authority as per evolving technology and prescribe a roadmap for achieving the same</li> <li>4. Documentation of additional FRS &amp; SRS of all areas where any augmentation of IT systems and solutions has been identified above</li> </ol> |             |

Annex-4

**Bank Guarantee for Performance Security**

(Refer Clause 8.7.1.)

To

The Director,  
AIIMS, New Delhi

.....  
.....  
.....

In consideration of ..... acting on behalf of the Director, AIIMS, New Delhi ..... (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ....., having its office at ..... (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the ..... Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees .....) to the Authority for performance of the said Agreement.

1. We, ..... (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees .....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

3. We, ..... (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.
4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or 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.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before ..... (indicate the date falling 365 days after the date of this Guarantee).

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## **APPENDICES**

APPENDIX-I

*(See Clause 2.14)*

**TECHNICAL PROPOSAL**

**Form-1**

**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,

The Director,

AIIMS, New Delhi

.....

Sub: Selection of Information Technology Program Management Consultancy (IT PMC) firm for Delivering Consulting Services for Process Reengineering, Project Development and Project Management Activities for Implementation of Integrated Medical University Information System (IMUIS) at AIIMS, New Delhi

Dear Sir,

With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the ..... Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.



6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.7 of the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Leads/Managers/employees. \$
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
13. The Bid Security Declaration is attached in accordance with RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 270 days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
17. In the event of my/our firm/ being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted online on GeM Portal. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

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<sup>\$</sup>In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. “Except as specified in Schedule ..... hereto”. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

APPENDIX-I

**Form-2**

**Particulars of the Applicant**

|     |  |
|-----|--|
| 1.1 | Title of Project:  |
| 1.2 | Type of Company / Entity:  |
| 1.3 | <p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business operations in India:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p> |
| 1.4 | <p>Declaration</p> <p>(i) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?<br/>Yes/No</p> <p>(ii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?<br/>Yes/No</p> <p>(iii) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?<br/>Yes/No</p> <p>(v) Has the Applicant, suffered bankruptcy/insolvency in the last five years?<br/>Yes/No</p>   |

|  |  |
|--|--|
|  | <b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b> |
|--|--|

APPENDIX-I

**Form-3**

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Consultant: ..... Project

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

APPENDIX-I

**Form-4**

**Power of Attorney for Authorised Representative**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection of Information Technology Program Management Consultancy (IT PMC) Firm for Delivering Consulting Services for Process Reengineering, Project Development and Project Management Activities for Implementation of Integrated Medical University Information System (IMUIS) for the ..... Project, proposed to be developed by the ..... (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



APPENDIX-I

**Form-5**

**Financial Capacity of the Applicant**

(Refer Clause 2.2.2 (B))

| Sr. No. | Financial Year | Annual Revenue <sup>£</sup><br>(Rs) |
|---------|----------------|-------------------------------------|
| 1.      | FY 2020-2021   |                                     |
| 2.      | FY 2019-2020   |                                     |
| 3.      | FY 2018-2019   |                                     |

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

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of consulting services **related to Information Technology related consulting only**.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>£</sup>The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.4.

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

**Note:** Please do not attach any printed Annual Financial Statement.

APPENDIX-I

**Form-6**

**Particulars of Core IT PMC Team**

| <b>S. No.</b> | <b>Designation of Core IT PMC Team members</b> | <b>Name</b> | <b>Educational Qualification</b> | <b>Total Professional Experience</b> | <b>Current Employment</b> | <b>No. of Eligible Assignments<sup>§</sup></b> | <b>No. of Relevant Assignments</b> | <b>Professional Registrations/ Certifications/ Trainings</b> |
|---------------|--|-------------|----------------------------------|--------------------------------------|---------------------------|--|------------------------------------|--|
| <b>(1)</b>    | <b>(2)</b>                                     | <b>(3)</b>  | <b>(4)</b>                       | <b>(5)</b>                           | <b>(6)</b>                | <b>(7)</b>                                     | <b>(8)</b>                         | <b>(9)</b>   |
|               |  |             |                                  |                                      |                           |  |                                    |  |

<sup>§</sup>Refer Form 9 of Appendix I Experience of Core IT PMC Team members

## APPENDIX-I

### Form-7

#### **Proposed Approach and Methodology (A&M) \***

Technical approach with methodology and work plan are key components of the Technical Proposal. The Applicant is suggested to present its Technical Proposal divided into the following chapters:

- a) Technical Approach and Methodology for the Project,
- b) Work Plan, and
- c) Organization and Staffing.

Approach and Methodology- Understanding of the Project & Scope, Proposed Approach & Methodology, Tools & Solutions to be used, Work Plan, deployment plan and Learnings from the similar assignments.

- **Technical Approach and Methodology:** In this chapter the Applicant should explain the understanding of the objectives of the assignment, approach to deliver the scope of services, methodology & tools for carrying out the activities to obtain the expected output and the degree of detail of such output. The Applicant should highlight the problems to be addressed along with their importance and explain the technical approach the Applicant would adopt to address them. The Applicant should also explain the proposed methodologies & tools to adopt and highlight the compatibility of those methodologies with the proposed approach including any learnings from the similar assignments.

- **Work Plan to Achieve Scope of Services:** In this chapter the Applicant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Authority) and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule. The Applicant shall present the work plan to the Authority on the date mentioned in clause 1.8 of RFP.

- **Organization and Staffing.** In this chapter the Applicant should propose the structure and composition of the proposed team. The Applicant should list the main disciplines of the assignment, the Core IT PMC Team members responsible, proposed Additional/ Support Resource and deployment plan for various phases.

Note:

\*The write up in this section shall be limited to 40 single sided pages (20 sheets double sided), minimum 11 font size, line spacing of 1.1, paragraph spacing of 3 pt-3 pt and A4 paper size only.

APPENDIX-I

**Form-8**

**Abstract of Eligible/Relevant Assignments of the Applicant<sup>§</sup>**

(Refer Clause 2.2.2)

| S<br>N | Name<br>of<br>Project<br>§ | Name<br>of<br>Client | Assignment<br>Track &<br>Description<br>[Eligible /<br>Relevant] | Name of<br>firm for<br>which<br>the<br>Core IT<br>PMC<br>Team<br>worked | Designation<br>of the<br>Core IT<br>PMC Team<br>on the<br>assignment | Role on<br>the<br>assignment | Date of<br>completion<br>of the<br>assignment<br>/<br>Current<br>Status | Man<br>days<br>spent |
|--------|----------------------------|----------------------|--|---|--|------------------------------|---|----------------------|
| 1      | 2                          | 3                    | 4  | 5   | 6  | 7                            | 8   | 9                    |
|        |                            |                      |  |   |  |                              |   |                      |
|        |                            |                      |  |   |  |                              |   |                      |
|        |                            |                      |  |   |  |                              |   |                      |
|        |                            |                      |  |   |  |                              |   |                      |

Note:

§ The Applicant should provide details of only those projects that have been undertaken by the Applicant under its own name and/or by an Associate specified in Clause 2.2.4 of Instructions to applicants

§§ Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

£ The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

\* Refer Clause: 2.2.2 for Track 1, Track 2

**APPENDIX-I**

**Form-9**

**Abstract of Eligible Assignments of Core IT PMC Team<sup>§</sup>**

(Refer Clause 2.2.2)

Name of Core IT PMC Team member:

Proposed Position:

| Sr. No | Name of Project <sup>§</sup> | Name of Client | Technical Criteria |            | Estimated capital cost of project (in Rs. cr.) | Name of firm for which the Core IT PMC Team member worked | Designation of the Core IT PMC Team member on the assignment | Date of completion of the assignment | Man days spent |
|--------|------------------------------|----------------|--------------------|------------|--|---|--|--------------------------------------|----------------|
|        |                              |                | Track 1            | Track 2    |  |   |  |                                      |                |
|        |                              |                | Health Sector      | Any Sector |  |   |  |                                      |                |
| (1)    | (2)                          | (3)            | (4)                |            | (5)  | (6)   | (7)  | (8)                                  | (9)            |
| 1.     |                              |                |                    |            |  |   |  |                                      |                |
| 2.     |                              |                |                    |            |  |   |  |                                      |                |
| 3.     |                              |                |                    |            |  |   |  |                                      |                |
| 4.     |                              |                |                    |            |  |   |  |                                      |                |
| 5.     |                              |                |                    |            |  |   |  |                                      |                |
| 6.     |                              |                |                    |            |  |   |  |                                      |                |
| 7.     |                              |                |                    |            |  |   |  |                                      |                |
| 8.     |                              |                |                    |            |  |   |  |                                      |                |

<sup>§</sup> Use separate Form for each Core IT PMC Team member.

\* Refer Clause: 2.2.2 for Track 1, Track 2

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Core IT PMC Team members.

**APPENDIX-I**

**Form-10**

**Eligible/ Relevant Assignments of Applicant**

(Refer Clause 2.2.2)

|  |  |
|--|--|
| Assignment Name / Project Name:  | Project Location:  |
|  |  |
| Name of client:  | Professional staff assigned:                                     |
|  | Number of Staff:<br>Number of Manpower (M/M):                    |
| Contract period Start Date:  | Contract Period End Date:  |
|  |  |
| Contract Amount (INR):   | Name and telephone no. of client's representative:               |
|  |  |
| Name of associated firm, if any:   | Number of M/M of professional staff assigned by associated firm: |
|  |  |
| Funding Agency:  |  |
|  |  |
| Senior/Key staff involved, and functions performed:  |  |
|  |  |
| Detailed narrative description of project and services provided:   |  |
| •  |  |
| Whether credit is being taken for the Eligible Assignment of an Associate (Yes/ No)                        |  |
|  |  |
| Name of the Associate Firm   |  |
|  |  |
| It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. |  |
| (Signature, name and designation of the authorised signatory)  |  |

**Notes:**

1. Use separate sheet for each Eligible/ Relevant Assignment.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.
4. Relevant documents in support of information furnished above must be enclosed along with this form.

APPENDIX-I

**Form-11**

**Curriculum Vitae (CV) of Core IT PMC Team**

|  |  |  |         |               |
|--|--|--|---------|---------------|
| Photograph   | Name   |  |         |               |
|  | Position Proposed:   |  |         |               |
|  | Date of Birth  | Day/Month/Year   |         |               |
|  | Qualification Details (Minimum and Desired):   | <ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul> |         |               |
| Employment Record  | From (Month & Year)  | To (Month & Year)  | Company | Position Held |
|  |  |  |         |               |
|  |  |  |         |               |
|  |  |  |         |               |
| Brief Profile  | <ul style="list-style-type: none"> <li>• xxx (write summary of work experience and key areas of work)</li> </ul> |  |         |               |
| 8. Countries of Work Experience  |  |  |         |               |
| 9. Languages   |  |  |         |               |
| <b>10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned</b>  |  |  |         |               |
| Nature of Work: Name of project/Assignment<br>Year:<br>Location:<br>Client:<br>Main Project features: xxx<br>Positions held:<br>Activities performed:  |  |  |         |               |
| <ul style="list-style-type: none"> <li>• Mention various activities performed under the project &amp; keep on adding/ removing below rows depending upon the number of projects worked.</li> </ul> |  |  |         |               |
| <ul style="list-style-type: none"> <li>•</li> </ul>  |  |  |         |               |

|   |
|---|
| • |
| • |
| • |

### Certification

I certify that (1) to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience; (2) that I am available for the assignment for which I am proposed; and (3) that I am proposed only by one Offeror and under one proposal.

I understand that any wilful misstatement or misrepresentation herein may lead to my disqualification or removal from the selected team undertaking the assignment.

Date: *Day/Month/Year*

*[Signature of staff member or authorized representative of the staff]*

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

### Notes:

1. Use separate form for each Core IT PMC Team member.
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-9 of Appendix-I for Core IT PMC Team.
3. Each page of the CV shall be signed and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm.
4. Relevant documents in support of information furnished above must be enclosed along with this form.



APPENDIX-I

**Form-12**

**Format for Certificate from the Statutory Auditor/ Company Secretary regarding Associate**

In the event that credit is being taken for the Eligible Experience of an Associate as defined in Clause 2.2.4, the Applicant should also provide a certificate in the format below:

**Certificate from the Statutory Auditor/ Company Secretary regarding Associate<sup>§</sup>**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (name of the Applicant/ Associate) is held, directly or indirectly<sup>£</sup>, by ..... (name of Associate/ Applicant). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.4 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant and the Associate. In the event the Associate is under common control with the Applicant, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm:  
the authorised signatory).

(Signature, name and designation of Date:

<sup>§</sup>In the event that the Applicant exercises control over an Associate by operation of law or contract, this certificate may be suitably modified, and copies of the relevant law / contract may be enclosed and referred to.

<sup>£</sup>In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

APPENDIX-I

**Form-13**

**BID SECURITY DECLARATION FORM**

Date: \_\_\_\_\_

Tender No.: \_\_\_\_\_

To (Insert complete name and address of the Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of my/our Bid by the Purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of the person whose name and capacity is shown)

in the capacity of (legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**Appendix I**

**Form – 14**

**Non-Blacklisting/ Debarment declaration**

To:

<Location,

Date>

The Director

AIIMS, New Delhi

**Subject:** Non-Blacklisting/ Debarment declaration in connection with RFP No: \_\_\_\_\_ dated \_\_\_\_\_ for providing consultancy services for “Selection of Information Technology Program Management Consultancy (IT PMC) firm for Delivering Consulting Services for Process Reengineering, Project Development and Project Management Activities for Implementation of Integrated Medical University Information System (IMUIS) at AIIMS, New Delhi”.

Dear Sir,

This is to notify you that our Firm/ Company/ Organization <provide Name of the Firm/ Company/ Organization> intends to submit a proposal in response to invitation for RFP No: \_\_\_\_\_ dated \_\_\_\_\_ for providing consultancy services for “Selection of Information Technology Program Management Consultancy (IT PMC) firm for Delivering Consulting Services for Process Reengineering, Project Development and Project Management Activities for Implementation of Integrated Medical University Information System (IMUIS) at AIIMS, New Delhi”. 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 assignment.
  
- b) We are not blacklisted/ debarred 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.

Sincerely,

[BIDDERS NAME] Name

Title

Signature

## **APPENDIX-II (FINANCIAL PROPOSAL)**

### **Notes for Financial Proposal**

1. Applicants are advised to carefully read and fully agree the instructions before submitting the Financial Proposal.
2. The financial proposal shall be digitally submitted through GeM Portal on the website <https://gem.gov.in/>
3. The financial evaluation shall be based on the Fixed Lumpsum Amount quoted in the Financial Proposal. While submitting the Financial Proposal, the Applicant shall ensure the following:
  - (i) All the costs associated with the Consultancy shall be included in the Financial Proposal. All charges like cost of sub-consultants, surveyors, insurance premium, travel and lodging costs, office expenses, printing, miscellaneous costs, all other costs incurred by Consultant in carrying out the services, etc. are considered included in the Fixed Lumpsum Amount. 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 be taken into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all expenses including all taxes as applicable shall be deemed to be included in the costs shown under Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
  - (iii) To ensure uniformity and avoid any ambiguity as to the rate of GST, the same has to be considered as 18 % and the rates shall be quoted accordingly in the Financial Proposal. However, during the Consultancy, payment will be made as per then prevailing/ applicable GST rate, and in case of any variation (decrease/increase), the same shall be dealt with in accordance with the clause 8.5.3 of the Agreement.
  - (iv) Costs shall be expressed in INR.
4. All other charges not shown here like cost of any travel and lodging costs, office expenses, printing, miscellaneous costs, all other costs incurred by the Applicant/ IT PMC Team in carrying out the services, etc. are considered included in the Fixed Lumpsum Amount quoted by the Applicant.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws deducting taxes if any.