

2024

Request for Proposal  
for  
Transaction Advisor Services

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## 1. Introduction

India Health Action Trust (IHAT) aims at improving public health initiatives by supporting programs nationally and globally through comprehensive technical assistance in program planning, management and monitoring. IHAT has set up a Technical Support Unit (TSU) for the Government of Uttar Pradesh (GoUP) to provide techno-managerial assistance to improve the coverage of key reproductive, maternal, new-born, child health and nutrition (RMNCH+A) interventions and services in the state from the funding support of Bill & Melinda Gates Foundation (BMGF) through University of Manitoba (UOM), Canada.

IHAT believes that strengthening the existing health system is the best way to achieve sustained health outcomes at scale. It has developed a “theory of change” to guide its support to government in improving these health outcomes, and providing techno-managerial support lies at the core of this approach. IHAT transfers skills and knowledge to partners through embedded techno-managerial support, including hands-on orientation to gap analysis and prioritization; developing standards, systems and processes; monitoring and evaluation; and problem solving.

## 2. Objective

To strengthen Health and Nutrition services in Uttar Pradesh (UP), IHAT supports the Department of Medical Health & Family Welfare (DoMHFW or DGMH or DGFW or NHM UP), Department of Medical Education & Training (DoME or DGME), and Department of Child Development & Nutrition (DoCDN or ICDS UP or SNM UP) in engaging the private sector service providers for improving the delivery system of welfare schemes of the government. It is desired to select transaction advisor, for supporting India Health Action Trust (IHAT) in identification and contracting of successful bidders for the aforementioned through strategic purchases and procurements.

Objective of the engagement is to provide additional capacity and knowledge inputs to meet the above objective for a period of 6 months with the provision of extension if required, subject to satisfactory performance and budget availability.

## 3. Scope of Work

The chosen transaction advisory agency shall depute ONE resource (“Consultant”) IHAT Office-Lucknow or location as decided by IHAT, with the minimum qualifications as detailed in Clause 8. (Eligibility Criteria). The corresponding man-month would be the calendar days of the particular month. There could be a

requirement of more than 1 resource, depending on IHAT's requirements. Payment for such a resource shall be on actuals on a pro-rata basis, depending on the number of man-days utilized in a month. Such additional resources must be of similar experience/capacity as the Consultant. Working days shall constitute 8 working hours (on-site or off-site as per the IHAT's requirement).

The consultant will provide additional technical capacity to the IHAT team for the procurement of critical services and essential goods for the Departments (as mentioned in Section 2) of the Govt. of Uttar Pradesh.

The projects shall include (but not limited to) IT Cell, HR services, Project Management Services, IT services, essential goods etc.

In addition to the Proposed Consultant, the selected transaction advisor agency may be requested to depute additional resources (on-site or off-site as per IHAT's requirement) for brief durations during the course of this engagement.

#### 4. Key Events & Dates

Issuance of RFP Document	10-07-2024
Last date for seeking queries through email	16-07-2024
Pre Bid Meeting	19-07-2024
Last Date for bid submission (Hard copy only)	26-07-2024
Date and time for opening of technical bids	29-07-2024; 11.00 AM
Date and time for opening of Financial Bids	To be informed later via email
Validity of Proposal	Proposals must remain valid for 90 days after the submission date
e-Mail ID for tender-related queries, communication, only	<a href="mailto:procurement@ihat.in">procurement@ihat.in</a>

Note: Zoom Link

(<https://us06web.zoom.us/j/89818784176?pwd=rADJN7a1PB50Elja0GFo07bKFSyskD.1>)

Meeting ID: 898 1878 4176

Passcode: 517013

#### 5. Indicative Team Structure

The proposed team should be inclusive of consultant with the following details mentioned in the eligibility criteria and corresponding work experience (in years): Consultant: 10yrs. of relevant work experience and above

#### 6. Key Project Milestones and Timelines

S. No.	Deliverables	Timelines
1	Consolidated Status report (of the actual number of days) for each month	Last working day of every month

## 7. Payment Terms

Selected Transaction Advisor agency shall submit the invoice for the services rendered in the month, along with the Consolidated Status report, MPR detailing the project name and efforts of the Proposed Consultant (“and the additional resources”, wherever applicable) and Time sheet in man days. Monthly Payments shall be done based on actual efforts as indicated in the Consolidated status report, and the Financial Bid submitted by the agency, on pro-rata man months’ basis.

The vendor has to submit the MPR (Monthly Performance Report) at the end of the month, Timesheet and it will be verified by the IHAT officials for successful payment as per approved man days.

## 8. Performance Guarantee

Client would deduct 10% amount in each invoice as performance guarantee and it would be held with IHAT till completion of the project.

Proposed Consultant will deliver work in a professional workmanship fashion and ensure all deliverables are of high quality and completed in time, subject to timely support from external parties. Performance Guarantee would be payable to the agency at the successful completion of all deliverables or such project closure points as mutually agreed by the client and the agency.

Agency to bill 100% whereas the payment would be made only 90%. Balance of 10% would be held with IHAT till completion of the project.

Outstanding payment from all deliverables accepted by the client would be paid at the end of the project against a 3-point scale rating scale as follows:

- 3: Output satisfactory – full pay-out
- 2: Output moderately satisfactory – 50% pay-out
- 1: Output not satisfactory – 0% pay-out

For both ratings of 1 and 2 above, a written note documenting gap in performance between desired and delivered has to be clearly indicated along with what time and opportunity was given to the agency to correct the deliverables. There should be a documented feedback on the deliverables with an opportunity to correct the deliverables with at least 30 days’ duration for the agency to provide and alternate deliverable.

No interest will be paid on the amount of PG. Notice will be given to the Agency with reasonable time before PG is forfeited.

## 9. Eligibility Criteria

1. Interested bidders must carefully read the minimum criteria of eligibility provided herein. Bids of only those bidders who satisfy the eligibility criteria will be considered for evaluation. Advisory/

consultancy assignments granted by the government, regulatory commission, tribunal, statutory authority or public sector entity, Reputed NGO, Trust/Society in the past 10 years

2. The Proposed Consultant should have Post-graduate or equivalent in Management/ Public health /Material management
3. The Proposed Consultant should have minimum 10 years of experience in Consultancy or Transaction Advisory, preferably in Public Health sector with expertise in PPP/ Services/Public health procurement
4. The Proposed Consultant should have a minimum 5 Healthcare projects with Government, semi-government bodies, and PSUs. In the past 7 years, the project must be in the domain of providing transaction advisory services for the following categories:
  - a. Establishment and operationalization of public health facilities in PPP mode
  - b. Establishment of Public Health services such as Emergency Transportation Services, Human Resources for Health on Outsourcing/Contract, Supply Chain of drugs/equipment, telemedicine, tele-/video-consultation, or similar technology-intensive service delivery platform
  - c. Implementation of IT/MIS tools and dashboards for health facilities (public or private)
5. Proficiency in English and Hindi (both spoken and written)
6. [Self-attested Detailed Resume] as per Annexure 1
7. The bidders should submit the required documentary evidences for the above criteria along with the completely and properly filled Annexure-1.
8. Financial bids of only technically qualified bidders (meeting the Eligibility Criteria) will be considered.

#### 10. Financial Proposal

The bidder is required to submit the Financial Bid as per the below format and quote (per man-month charges) for the aforementioned scope of work (inclusive of OPEs, and all other taxes except GST) as part of the Financial Bid.

Financial Bid Parameter	Financial Quote
Per Month charges effort of the Proposed Consultant	Rs. _____ per month (inclusive of OPEs, and all taxes except GST)  <u>Note: Quote in a separate envelope clearly mentioning the financial bid, otherwise bid will be treated as non-responsive, if a financial quote is submitted in Technical</u>

No additional amount (except applicable GST) will be payable during the course of the assignment.

## 11. Service level agreements (SLA) and penalties

Timelines and Penalties, whenever applicable, to be levied by the Nodal/Payment Authority as follows and to be adjusted against the fee per month

SNo.	SLA	Timeline#	Penalty
1.	Deployment of manpower	Within 30 days of the Contract execution	The corresponding man-month rate (as provided in the Financial Bid) is divided by calendar days of the particular month and multiplied by the number of days for which a resource is not deployed in the PMU in a particular month.
2.	Change in deployment- Any change in the deployment status of the resources after signing of the agreement.	Monthly before submission of the invoice	2% of the monthly fee invoice value, per replacement, shall be deducted from the payment.
5.	Not providing substitute resources timely as requested by the IHAT.	30 days	2% of the monthly fee invoice value, shall be deducted from the payment unit the resources are provided

\*The timelines for “First-time deployment” shall include the time for advertising, sourcing candidate profiles, screening process (including skill test, interview, etc.), selection, joining, and training (One-time Induction training).

## 12. Selection Criteria

Qualified Bidder quoting the lowest Financial Bid shall be selected based on Least Cost Selection (LCS) method. IHAT may negotiate the Financial Bid with the qualified bidder quoting the lowest Financial Bid, if required.

On receiving e-communication for having “Selected”, the bidder will sign the contract within 7 days of such communication. Failing which the offer will be treated as withdrawn. IHAT reserves the right to extend the offer to the next eligible bidder.

### 13. Bid Submission

Bid Submission Deadline: 26<sup>th</sup> July, 2024.

Interested agencies are advised to submit the proposal in hard copy at the office of IHAT (Address: India Health Action Trust 404, 4th Floor, Ratan Square No. 20-A, Vidhan Sabha Marg, Lucknow-226001, Uttar Pradesh, India). The deadline for submission of the required material is on (date) at, before the above-mentioned deadline. You may also reach out over email for any further queries in this matter.

For other update (amendment / corrigendum / notice) please visit the link below :

<https://www.ihat.in/notifications/>



### Annexure 1: Technical Bid

SNo.	Criteria	Details (to be filled by bidder)	Pg. No. in Proposal (to be filled by bidder)
1	Name of the Bidder		
2	Name of the Authorized Signatory, along with the relevant documents establishing authorization [Power of Attorney, Board Resolution]		
3	GSTIN and PAN details [ Relevant documents]		
4	<b>Details of Consultant [Self-attested Detailed Resume]</b>		
a.	Name and Age		
b.	Number of months on payrolls of Bidder		
c.	Designation		
d.	Post-graduate degree/diploma with institute and year of graduation		
e.	Under-graduate degree/diploma with institute and year of graduation		

SNo.	Criteria	Details (to be filled by bidder)	Pg. No. in Proposal (to be filled by bidder)
f.	Other relevant Diploma(s)/ Certification(s) with validity details		
g.	Total full-time experience in months		
h.	Experience in Consulting/Transaction Advisory services in months		
i.	Experience of working with the national/state/UT government in months		
j.	Clause 8.4: Public Health Project 1	Project Name:  Awarded by: Project Value: Nature (Category-a/b/c): Period (mm/yy to mm/yy or ongoing): Role in Project: Summary:	
k.	Clause 8.4: Public Health Project 2	Project Name:  Awarded by: Project Value: Nature (Category-a/b/c):	

SNo.	Criteria	Details (to be filled by bidder)	Pg. No. in Proposal (to be filled by bidder)
		Period (mm/yy to mm/yy or ongoing): Role in Project: Summary:	
I.	Clause 8.4: Public Health Project 3	Project Name:  Awarded by: Project Value: Nature (Category-a/b/c): Period (mm/yy to mm/yy or ongoing) Role in Project: Summary:	

Date:

Place:

Name and Signature of Authorized Signatory

Name and Signature of Proposed Consultant

**Note:**

- Number of Projects may be added in the format.
- Both technical and financial proposals must be submitted Separately.
- CV shall be submitted as per the prescribed format – Annexure 1

**Annexure 2: Time Sheet**  
(For Attendance)

Time Sheet_ [Name of Month]		
Agency Name: ..... Employee Name: ..... Designation: ..... Number of working Days: .....		
Date	Total working Hours	Particulars
Eg. 01.01.2024		
02.01.2024		
03.01.2024		
04.01.2024		
05.01.2024		
06.01.2024		
Submitted by ..... Name ..... Designation & Agency Stamp		

**14. Force Majeure**

- The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Bidder include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labour or material.
- For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify IHAT, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. IHAT, or the consultant / committee appointed by IHAT shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by IHAT in writing, the Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all

reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

- In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, IHAT and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- Notwithstanding anything to the contrary mentioned above, the decision of IHAT shall be final and binding on the Bidder.

## 15. Resolution of Disputes

- **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute shall consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, clause 12.3 shall become applicable.
- **Arbitration:** In the case of dispute/s arising upon or in relation to or in connection with the contract between the Client and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the sole arbitrator mutually agreed by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- Arbitration proceedings/ any other legal proceedings shall be held in India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## 16. Arbitration

- This agreement shall be governed by the applicable laws in force in India and the courts at Lucknow shall have the exclusive jurisdiction to try and adjudicate any matter arising here from.
- Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be first attempted to be resolved through mutual negotiations within 15 days period on being referred by either party, failing which, the said disputes shall be settled by resorting to arbitration in accordance with the provisions and procedure of The Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of sole arbitrator mutually agreed by the parties. The place of arbitration shall be Lucknow and the arbitration proceedings shall take place in the English language. The parties shall bear their respective cost of arbitration.

## 17. Data Ownership

All the data created as the part of the project shall be owned by IHAT. The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. IHAT shall retain ownership of any user created/loaded data and applications hosted on Bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.

## 18. Fraud and Corruption

IHAT requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, IHAT defines, for the purpose of this provision, the terms set forth as follows:

- "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of IHAT in contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to IHAT, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive IHAT of the benefits of free and open competition.
- "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by IHAT 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;
- "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for IHAT for termination of the contract and initiate black-listing of the vendor.

## 19. Conflict of Interest

Client agrees that Agency, may, subject to professional obligations, act for other clients, including Client's competitors. The Agency shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Client and seek its instructions.

- **Agency not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Agency pursuant to Clause 6 hereof shall constitute the Agency's only payment in connection with this Contract, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that the Personnel and agents or either of them, similarly, shall not receive any such additional payment. (b) Furthermore, if the

Agency, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Agency shall comply with the Client's applicable and notified procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Client.

- **Agency and affiliates not to engage in certain activities:** The agency agrees that, during the term of this contract, the agency and any entity affiliated with the agency shall be disqualified from providing goods, works, or services resulting from or directly related to the agency's services for the preparation or implementation of the project/contract.

## 20. Termination of contract

- IHAT may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Bidder and terminate the contract either in whole or in part:
  - a. Where IHAT is of the opinion that there has been such Event of Default on the part of the service provider which would make it proper and necessary to terminate this Contract and may include failure on the part of the service provider to respect any of its commitments with regard to any part of its obligations under its bid, the RFP or under this Contract
  - b. Where it comes to IHAT's attention that the service provider is in a position of actual conflict of interest with the interests of IHAT, in relation to any of services arising out of services provided under the resultant contract or this RFP
  - c. If the Bidder fails to deliver any or all of the project requirements/operationalization / Operational Acceptance of project within the time frame specified in the contract; or
  - d. If the Bidder fails to perform any other obligation(s) under the contract.
    - Prior to providing a notice of termination to the Bidder, IHAT shall provide the Bidder with a written notice of 30 days instructing the Bidder to cure any breach/ default of the Contract, if IHAT is of the view that the breach may be rectified.
    - On failure of the Bidder to rectify such breach within 30 days, IHAT may terminate the contract by providing written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IHAT. In such an event the Bidder shall be liable for the penalty imposed by IHAT.
    - In the event of termination of this contract for any reason whatsoever, IHAT is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to IHAT and/ or succeeding vendor, as may be required, to take over the obligations of the Bidder in relation to the execution/ continued execution of the requirements of this contract.
    - Termination for Convenience: The agreement may be terminated by "IHAT" without cause upon ninety days' prior written notice or as mutually agreed upon whichever is less, delivered in person

or by registered or certified mail to the agency/successful bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of "IHAT".

## 21. Confidentiality

- "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with the contract) or pursuant to the contract to be signed subsequently.
- Except with the prior written permission of IHAT, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.
- The Bidder recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of IHAT requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in IHAT and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.
- The restrictions of this Article shall not apply to confidential information that:
  - a. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
  - b. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
  - c. Is developed by the Recipient independently of any of discloser's Confidential Information; and
  - d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
  - e. Is identified in writing by the Discloser as no longer proprietary or confidential; or
  - f. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure