

“Developing a strategy and management framework for Human Resources for Health (HRH)”

Responses to the Pre-proposal and written queries raised by Consultancy Firms

1. Date of Pre- Proposal Conference: February 22, 2021; 1500 Hrs via Zoom
2. [Meeting ID: 935 1488 4228.](#)

Attendance:

- 1) Kmenbhalang Khongwir, Team Leader & M&E, MHSSP
- 2) Bryan Don, Procurement Officer, National Health Mission, Meghalaya & MHSSP
- 3) Joshua Sohkhlet, Admn Asst, National Health Mission, Meghalaya.
- 4) Adelyne Khongwir, HR Manager, National Health Mission, Meghalaya.
- 5) Mamta Rai, Manager – Procurement, MHSSP
- 6) Several firms via Zoom
- 7) No Physical Participation from any firms

Sr. No.	Clause No. & Page No.	Original Clause in RFP	Change Requested/Clarification required	MHSSP Response
1.	Page No: 43 FORM: TECH 3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND	{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any }	Please confirm if DoHFW will provide the office space within their premise to set-up a small project office for required key experts and non-key experts.	No. The firm will need to identify its own space for the project office to accommodate the required Key and non-key experts.

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	FACILITIES TO BE PROVIDED BY THE CLIENT: B - On Counterpart Staff and Facilities			
2.	Page No: 70 Section 7. Terms of Reference	5. Deliverables and payment Schedule	<p>Please note that the deliverables are defined for the first 2 years. However, need clarity on payment structure as well (e.g. time-based i.e. monthly or deliverable based) .</p> <ul style="list-style-type: none"> • Kindly provide the clarity on the deliverables and payment structure for T+24-36 months as well. • Since the project period is for 3 years and a lot of payments will be done for providing remuneration of HR, we propose to have an advance payment mechanism on a quarterly or monthly basis for sustenance of the quality HR. <p>We also suggest to amend the weightage of the last two deliverables i.e. Multi-stakeholder consultations and submission of draft strategy paper + management framework and Final Approval of strategy paper + management framework to 10% each.</p>	<ol style="list-style-type: none"> 1) The payment will be on Lump sum basis i.e., deliverable basis as per the milestones provided at clause 46.2 of the SCC at Page No 113 2) As per Clause 46.2.1 at SCC, Advance Payment is Not Applicable hence no advance payment. 3) No Change to the payment percentage.
3.	Page No: 72 Section 7. Terms of Reference No. 7	Reporting Progress <ul style="list-style-type: none"> • Inception Report • Interim analytical report • A preliminary strategy paper • Quarterly Reports • Final Report 	Please clarify how these deliverables will be linked to the payment milestones and possible structure	These deliverables mentioned in the Terms of Reference are a part of your reporting progress. The payment structure will be eventually based on the milestones achieved as defined in Clause 46.2 of III. SCC

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4.	Page No: 73 Section 7. Terms of Reference No. 10	The Shortlisted Consulting Firm will have to register themselves with the Autonomous District Council of Meghalaya before the signing of the contract.	<ul style="list-style-type: none"> Please elaborate on the nature of basic minimum eligibility criteria required for registration. Please confirm if DoHFW will help consultant in registration process or can this criterion be relaxed. 	This is only applicable for the shortlisted consultancy firm. Before initiating the assignment, the firm needs to register themselves with the District Council by paying a nominal fee. The client will provide necessary documents to expedite the process.
5.	Page No: 33 2. Instruction to consultants 21.1.	Continuous 5 years of working experience in areas of innovative health care solutions/ health information system / Health policy making	Given the nature of scope - the experience in the areas of health system strengthening and Health Policy and planning should also be considered apart from innovative health care solutions/ health information system / Health policy making.	Yes acceptable. Also PLEASE REFER TO THE ADDENDUM
6.	Page No: 33 2.Instruction to consultants	[Notes to Consultant]: In case of Joint Venture, each partner should meet at least 25% (and the lead partner at least 50%) out of the qualifying limit in case of experience of particular consultancy and financial turnover	Please clarify in the case of consortium/ subcontracting, what would be the minimum qualifying percentage required from each partner for experience and financial turnover criteria.	Same clause is applicable as detailed for a joint venture
7.	Page No: 34 2. Instruction to consultants Part B – Evaluation Criteria	Experience of completing at least two (2) projects of similar nature, each having contract value not less than INR 2 crore executed in last five (5) years	Please clarify that ongoing projects of similar nature will also be considered or not.	Only completed projects will be considered.
8.	Page No: 68 Section 7:	To assist governments and health managers to develop and implement	We understand that we need to assist only department of health to develop and implement strategies to achieve an	Yes

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	Scope of work:	strategies to achieve an effective and sustainable health workforce	effective and sustainable workforce? Please validate the same?	
9.	Page No: 71 Section 7: Team Composition	Team Leader: Master's degree in Public Health/ Management (HR)/ public policy or equivalent with an experience in large scale project management, capacity building (health workforce), liaison with governments and policy making. 15 + years	In our past experience while executive similar assignments - We suggest to also consider Master's degree in Hospital Administration (MHA), MBA degree in addition to the mentioned once. This will bring a lot of value given the nature of project.	As the clause mentions equivalent degree- an MHA/MBA will definitely be considered.
10.	Page No: 32 17.7 & 17.9	The Proposals must be submitted no later than: Date: 3 rd March, 2021 Time: 1500 Hrs	Given the nature of scope and importance of program focus. We request to consider extending the proposal submission deadline atleast by a couple of weeks to submit quality proposals	PLEASE REFER TO THE ADDENDUM
11.	Page 32 Section 2: Data Sheet Point no. 17.4	The Consultant must submit: (a) Technical Proposal: one (1) original, two (2) copies and a soft copy in USB drive; (b) Financial Proposal: one (1) original (HARD COPY ONLY)	A copy of the technical proposal is to be submitted in USB drive. It is requested that a password protected USB drive be accepted as mode of submission for soft copy. The password shall be shared along with the USB drive.	No Change. All proposals will be accepted only in Hard Copy. The USB drive needs to be posted along with the hard copy.
12.	Page 70 Section 7: Terms of Reference Point 5	Deliverables and payment schedule	It is requested to provide clarity on the deliverables expected in Year 3 (Months 25 to 36).	Since this is a Lump sum contract the deliverables are more important. The year 3 is in view of any spillage from year 2. However, the selected firm should calibrate their work plan and adjust the

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				timelines within 36 months period.
13.	Page 110 III Special Conditions of Contract (13.1)	Commencement of Services: The number of days shall be 10 days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.	It is requested to allow the deployment of Key Experts after at least 15 days from signing of contract	No Change
14.	Page 30 Section 2: Data Sheet Point no. 14.1.2	Estimated input of Key Experts' time-input: 30 (approx) person months	Please clarify what is meant by this. This is not a Fixed Budget RFP. Apart from key experts' time, there will be time for non-key experts apart from field data collectors for technical and administrative support to be provided by the agency during the contract duration. Kindly let us know how we address the same	The estimated person months mentioned in the clause is relevant only for the key-experts. Kindly also refer to Page No 71 of the RFP document wherein the expected man months against each expert is provided.
15.	Page 32 Section 2: Data Sheet Point no. 17.7 & 17.9	The Proposals must be submitted no later than: Date: 3 rd March, 2021 Time: 1500 Hrs	Your detailed response to queries will help us to propose a methodology most suitable to meet the project objectives. It will have significant impact on the methodology to be adopted, selection of team members and financials. We request you to extend the deadline for bid submission by 14 working days. This shall help us in building our technical and financial proposal suitably.	PLEASE REFER TO THE ADDENDUM
16.	Page 73 Section 7: Terms of Reference	Mandatory Requirement: The Shortlisted Consulting Firm will	Please clarify what does this entail. What is meant by registration with Autonomous District Council of	Please refer to Sl. No 4 above

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	Point no. 10	have to register themselves with the Autonomous District Council of Meghalaya before the signing of the contract	Meghalaya. It will be helpful if you can help us to know the process and guidelines	
17.	Page No.-69, Section 7. Terms of Reference: Clause 3.2	1.1 An integrated HR enumeration along with physical verification needs to be designed, developed and collected across workforce, cadres, healthcare facilities, offices and institutions of DoHFW	We request the authority to clarify on number of facilities to be covered at each level like DH, SDH, CHC, PHC, SC. Also, requesting the authority to clarify/define various human resources to be covered in these facilities. Does this include permanent employees only or contractual staff as well?	Enumeration will have to be done comprehensively for all the health facilities in the state. The list of all health facilities is available at www.meghealth.gov.in The human resource to be covered include Clinical/Non-clinical, Technical/Non-technical working in the directorate and all health facilities irrespective of permanent or contractual (list of approximate 6294 employees is attached at annexure -1 for reference only. A ±10% maybe there.)
18.	Page No.-70, Section 7. Terms of Reference: Clause 5	Deliverables and payment Schedule	As timeline for deliverable 5 (submission of draft strategy paper + management framework) is Year 2, we request the authority to consider changing timeline for Deliverable 6 (Final approval of strategy paper + management framework) to year 3.	Please refer to Sl. No 12 above. The milestone may be negotiated towards ending of year 2 with the shortlisted firm.
19.	Page No.-71, Section 7. Terms of Reference: Clause 6	An indicative manpower requirement for the assignment of entire 36 months must include key experts who will be deployed for full time during the project	As text mentions, full time deployment of key experts for 36 months but team composition tables mention estimated man months of key experts to be less than 36 months each.	The firm has been given the flexibility to propose accordingly based on the methodology and approach.

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		implementation and non-key experts of suitable qualifications and experience for providing need-based support as and when required	Request the authority to clarify on this.	Also refer to Sl. No 14 above
20.	Page No.-71, Section 7. Terms of Reference: Clause 6	An indicative manpower requirement for the assignment of entire 36 months must include key experts who will be deployed for full time during the project implementation and non-key experts of suitable qualifications and experience for providing need-based support as and when required.	We envisage that deliverables in the ToR will not require full time deployment of all Key Experts at Shillong/ Meghalaya. Request authority to clarify if Key Expert deployment can be intermittent and need based across 36 months in Meghalaya?	As responded at Sl. 19 above
21.	Page No.-72, Section 7. Terms of Reference: Clause 6 NK1: Field Data Collectors	The field data collector should have completed graduation. Minimum of two years' experience in data collection using handheld devices and one-year experience in collecting data from health facilities, proficiency in English and Mizo	We understand mention of Mizo language is typographical error. Request the authority to change this to local languages like Garo, Khasi	Yes. PLEASE REFER TO THE ADDENDUM
22.	Page No.-32, Section 2. Instructions to Consultants, E-Data Sheet, Clause 17.4	The Consultant must submit: (a) Technical Proposal: one (1) original, two (2) copies and a soft copy in USB drive; (b) Financial Proposal: one (1) original (HARD COPY ONLY)	Request the authority to allow electronic submission of the proposals, i.e. on email and Financial proposal in a password protected file	As responded at above Sl. 11 above
23.	Page No.-32, Section 2. Instructions to Consultants, E-Data Sheet Clause 17.7 and 17.9	The Proposals must be submitted no later than: Date: 3 rd March, 2021 Time: 1500 Hrs	We request you to extend the bid submission deadline for atleast 15 days to enable us to prepare the quality proposal and timely hardcopy submission at your office.	PLEASE REFER TO THE ADDENDUM

Sr. No.	Clause No. & Page No.	Original Clause in RFP	Change Requested/Clarification required	MHSSP Response
24.	Page No:69 Section 7. Terms of Reference	Clause 3.2	<p>a) Which departments / offices / facilities / institutions are to be covered?</p> <p>b) What cadres under each of such departments / offices / facilities / institutions are to be covered?</p> <p>Whether this component is to be undertaken by adopting the Census approach or the Sampling approach? If it is census-based, then please provide us with the number of staff currently in-position under each cadre. This will allow us to correctly estimate the quantum of work involved under this component.</p>	<p>1) All the directorates under DoHFW and their health facilities need to be covered.</p> <p>2) As responded at SI 17 above</p> <p>3)For the HR enumeration a census-based approach is required. For other tasks a sampling approach might be more relevant.</p>
25.	Page No:69 Section 7. Terms of Reference	Clause 3.2 - Workforce Effectiveness and Health Impact	As per our understanding the impact of improved health care services (by way of improvements in HR capacity and effectiveness) can be best ascertained by conducting a primary survey with the beneficiaries. Please enlighten us on this count?	The firm is expected to suggest strategies as part of their technical proposal
26.	Page No:34 Section 2. Instructions to Consultants; E. Date Sheet; Clause 21.1 Part B: Evaluation Criteria	Experience of completing at least two (2) projects of similar nature, each having contract value not less than INR 2 crore executed in last five (5) years.	c) Is there any upper limit to the number of projects undertaken or the 10 marks are divided equally among 2 projects of similar nature with contract value of INR 1 crore executed in the last five years?	Minimum is completion of 2 projects of similar nature, each having contract value not less than INR 2 crore executed in last five (5) years. If this criterion is fulfilled, the firm fetches complete 10 points. The firm can show as many projects completed under similar lines however

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				minimum has to be two projects.
27.	Page No:32 E. Data Sheet C. Submission Opening and Evaluation 17.7 and 17.9	The Proposals must be submitted no later than: Date: 3 rd March, 2021 Time: 1500 Hrs	We are very interested in this opportunity and possess the required expertise and experience for executing large scale projects of similar nature and therefore we wish to submit our Bid. However, due to the specific requirement of key personnel for implementing this project we require some time therefore, we would request you to consider for an extension of the deadline by 14 days to 17 th March 2021 (till 1500 Hours). This will allow us to provide the necessary documentation and submit a strong competitive bid	PLEASE REFER TO THE ADDENDUM
28.	Page No:34 E. Data Sheet C. Submission Opening and Evaluation 21.1 Part B: Evaluation Criteria	Relevant experience in the northeast region (working level fluency in local language(s) / knowledge of local culture or administrative system, government organization, etc.): 15%	The requirement is very limiting therefore, request you to kindly reconsider and omit the current requirement and evaluation score associated to the requirement.	PLEASE REFER TO THE ADDENDUM
29.	Page No:46 Form Tech 6 (FTP)	Full Time Input Part Time Input	Request clarification on the deployment of the key personnel. From the RFP we understand that there will be minimal onsite requirement of key personnel (except on some occasions visits during field work) and therefore no physical deployment of key personnel required. Kindly confirm as this will help us	The firm has been given the flexibility to propose accordingly based on the methodology and approach and also as per the estimated man-months provided against each expert in the ToR

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			apportion the cost and identify the key personnel according to the location.	
30.	Page No:34 Section 2: E. Data Sheet C. Submission Opening and Evaluation 21.1 Part B: Evaluation Criteria Point (i)	Experience of completing at least two (2) projects of similar nature, each having contract value not less than INR 2 crore executed in last five (5) years.	Request you to kindly reconsider and relax the requirement of complete project to ongoing or complete project.	No Change
31.	Page No:35 Section 2: E. Data Sheet C. Submission Opening and Evaluation 21.1 Part B: Evaluation Criteria	a. General qualifications (general education, training, and experience): 20% b. Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 65%	Request clarification over the two points and how one is different from the other. The ambiguity in the above two points may lead to unsubstantiated marking. Request to please quantify the requirement for both the points and allocate marks for each.	a. Point (a) will fetch 20% if the educational qualification of the Key Experts matches or supersedes the expectations mentioned against each expert in the ToR at Section 7 whereas b. Point (b) relates to the educational and professional background of the proposed key-experts by the firms relevant to the assignment PLEASE REFER TO THE ADDENDUM FOR POINT (B)
32.	Page No:30 Section 2: E. Data Sheet 11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes.	If a consultant wins multiple projects out of the total 8 RFPs, this clause allows the consultants to have same key personnel work across multiple	Each proposal is independent of each other hence it is upon the discretion of the firm how they would like to propose

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			Meghalaya Health System Strengthening projects that consultant won. Please confirm.	their man-power for each proposal taking into consideration that all key-experts has to meet the required mandates mentioned in each of the proposal.
33.	Page No :71 Section 7 Terms of Reference 6. Team Composition	An indicative manpower requirement for the assignment of entire 36 months must include key experts who will be deployed for full time during the project implementation	From this we understand that the Key experts are expected to be deployed in Shillong for the whole project duration of 36 months. Kindly confirm.	Yes. Also see response at SI No 29 above
34.	Page No :71&72 Section 7 Terms of Reference 6. Team Composition	Non-key experts of suitable qualifications and experience for providing need-based support as and when required And Estimated Person Months – 3 person months each	From this we understand that the non-key experts are not required for the complete project duration of 36 months. Non-key experts are just required for 3 months. Kindly confirm.	Yes. Estimated is 3 person months for any number of Non-Key Experts proposed by the consultant. The firm has been given the flexibility to propose accordingly based on the methodology and approach
35.	Page No :34 Section 2. E, Clause 21.1 Part B- Evaluation Criteria, Point No (iii)	Key Experts' qualifications and competence for the Assignment: [50]	Under Part B: Evaluation Criteria states, "Key Experts' qualifications and competence for the Assignment [50]" However it also mentions the Total points for criterion (iii): [70]	Total points for criterion (iii) is 70 and not 50. PLEASE REFER TO THE ADDENDUM
36.	Page No:30 Section 2: E. Data Sheet 14.1.2	Estimated input of Key Experts' time-input: 30 (approx) person months	Please clarify the man month requirement. The estimated man months is about 114 months as per the team composition given under the TOR Point 6.	30 person months is the estimation only for each key expert.

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37.	Page No:72 Section 7 Terms of Reference 6. Team Composition	NKE- Field Data Collectors	Please define the number of field enumerators	The consultant can propose accordingly.
38.	Page No:72 Section 7 Terms of Reference Sl. No 4	Duration of the assignment The expected duration of the assignment is 36 months from date of contract signature	Please note deliverables are listed only upto Year 2 while the duration is for 36 months/ 3 years.	As responded at Sl. No 12 above.
39.	Page No:32 Section 2: E. Data Sheet 17.4	The Consultant must submit: (a) Technical Proposal: one (1) original, two (2) copies and a soft copy in USB drive; (b) Financial Proposal: one (1) original (HARD COPY ONLY)	Request for provision of additional time for the submission of hardcopy post online submission.	No Change
40.	Page No:32 Section 2: E. Data Sheet 17.7 and 17.9	The Proposals must be submitted no later than: Date: 3 rd March, 2021 Time: 1500 Hrs	Request to extend the submission by 2 weeks to allow for developing strong technical proposal	PLEASE REFER TO THE ADDENDUM
41.	General – Terms of Reference		Please provide details regarding the levels of employees and the total number of employees to be covered in the enumeration. Do we need to cover the entire health system? Please confirm.	As responded at Sl. No 24
42.	Page No: 32 Section 2: Data Sheet Point no. 17.4	The Consultant must submit:	A copy of the technical proposal is to be submitted in USB drive. It is requested that a password protected USB drive be accepted as mode of submission for soft copy. The	The USB drive requires to be posted along with the hard copies please and not via email. No change in the clause

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		(a) Technical Proposal: one (1) original, two (2) copies and a soft copy in USB drive; (b) Financial Proposal: one (1) original (HARD COPY ONLY)	password shall be shared along with the USB drive.													
43.	Page No: 70 Section 7: Terms of Reference Point 5: Deliverables and payment schedule	<table border="1"> <thead> <tr> <th data-bbox="739 370 846 399">Sr.no.</th> <th data-bbox="846 370 1039 399">Deliverable</th> <th data-bbox="1039 370 1173 399">Timeline</th> </tr> </thead> <tbody> <tr> <td data-bbox="739 399 846 638">1.</td> <td data-bbox="846 399 1039 638">Contract Signing and Submission of Inception report (including work plan)</td> <td data-bbox="1039 399 1173 638">0-1 month</td> </tr> <tr> <td data-bbox="739 638 846 976">2.</td> <td data-bbox="846 638 1039 976">Desk Review of all the existing source of data (Refer to Pt 3.3) and preliminary report (plus firming up of work plan)</td> <td data-bbox="1039 638 1173 976">0-2 months</td> </tr> <tr> <td data-bbox="739 976 846 1311">3.</td> <td data-bbox="846 976 1039 1311">HR Enumeration (field work, data collection & Analysis) and Submission of the report (Refer to Pt 3.2)</td> <td data-bbox="1039 976 1173 1311">6-9 months</td> </tr> </tbody> </table>	Sr.no.	Deliverable	Timeline	1.	Contract Signing and Submission of Inception report (including work plan)	0-1 month	2.	Desk Review of all the existing source of data (Refer to Pt 3.3) and preliminary report (plus firming up of work plan)	0-2 months	3.	HR Enumeration (field work, data collection & Analysis) and Submission of the report (Refer to Pt 3.2)	6-9 months	It is requested to provide clarity on the deliverables expected in Year 3 (Months 25 to 36).	As responded at Sl. No 12 above.
Sr.no.	Deliverable	Timeline														
1.	Contract Signing and Submission of Inception report (including work plan)	0-1 month														
2.	Desk Review of all the existing source of data (Refer to Pt 3.3) and preliminary report (plus firming up of work plan)	0-2 months														
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		4.	Functional Review of the directorates (Refer to Pt 3.4)			
		5.	Multi-stakeholder consultations and submission of draft strategy paper + management framework	Year 2		
		6.	Final Approval of strategy paper + management framework	Year 2		
44.	Page No 110 III Special Conditions of Contract (13.1)	Commencement of Services: The number of days shall be 10 days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.			It is requested to allow the deployment of Key Experts after at least 15 days from signing of contract	No Change
45.	Page No 30 Section 2: Data Sheet Point no. 14.1.2	Estimated input of Key Experts' time-input: 30 (approx) person months			Please clarify what is meant by this. This is not a Fixed Budget RFP. Apart from key experts' time, there will be time for non-key experts apart from field data collectors for technical and administrative support to be provided by the agency during the contract	As responded at Sl. No 14 above.

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			duration. Kindly let us know how we address the same.	
46.	Page No 32 Section 2: Data Sheet Point no. 17.7 & 17.9	The Proposals must be submitted no later than: Date: 3 rd March, 2021 Time: 1500 Hrs	Your detailed response to queries will help us to propose a methodology most suitable to meet the project objectives. It will have significant impact on the methodology to be adopted, selection of team members and financials. We request you to extend the deadline for bid submission by 14 working days. This shall help us in building our technical and financial proposal suitably.	PLEASE REFER TO THE ADDENDUM
47.	Page No 73 Section 7: Terms of Reference Point no. 10	Mandatory Requirement: The Shortlisted Consulting Firm will have to register themselves with the Autonomous District Council of Meghalaya before the signing of the contract.	Please clarify what does this entail. What is meant by registration with Autonomous District Council of Meghalaya. It will be helpful if you can help us to know the process and guidelines	This is only applicable for the shortlisted consultancy firm. Before initiating the assignment, the firm needs to register themselves with the District Council by paying a nominal fee. The client will provide necessary documents to expedite the process.
48.	Page No 33 Section 2: Data Sheet Point no. 24.1 (4)	The firm should not have unsatisfactory track record resulting in adverse action taken by Central/State Governments in India	“We hereby declare to the best of our knowledge and based on written information available with us as on date, that, our Company does not have an unsatisfactory track record resulting in any adverse action by with such adverse action having been approved / upheld by any court decree or arbitral award against us.	A simple declaration as mentioned in Tec-1 Form (f) is acceptable

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			<p>We would also wish to clarify that given the large volume of work performed by___, contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, majority of which are suspended for business reasons, necessities or convenience of the clients. However, there is no instance of any contract having been terminated on account of any determined non-performance of contract.”</p>	
49.	<p>Page No 111 SCC 23.1</p>		<p>The liability on property damage is capped at 1x, there is no overall liability cap for deficient services since the cap is expressly restricted to property damage only</p> <p>We suggest the client to cap our overall liability (without any exceptions) to the amount of fees paid to us, which is to be inclusive of all the liabilities arising from property damage, acts of gross negligence, wilful misconduct or liability to third parties. Since gross negligence is not a recognized civil law concept under laws of India, we do not offer this as a carve out without an express definition linking to intent. Also, we will not be liable for indirect/consequential losses</p>	No Change

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50.	Page No 113 SCC 50.1		Basis the nature of dispute arbitration procedures has been defined. Arbitration proceedings are referred to sole arbitrator, who should be appointed by mutual consent or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*.	No Change
51.	Page No 112 SCC 27.1 and 27.2	All materials and documentation prepared during the assignment will be the sole property of MHSSP including all statutory documents [The Consultant shall not use any documents, software or project related information for purposes unrelated to this Contract without the prior written approval of the Client.]	This has the potential risk of PwC forfeiting its pre-existing proprietary knowledge to the client. We would need the Contract to clarify that subject to payment in full of the professional fees for the relevant Deliverables, the final Study Reports or other material or graphic (collectively “Deliverables”), prepared by PwC for, and submitted to Client under this engagement shall belong to and remain the property of Client excluding the pre-existing intellectual property rights/ proprietary materials of PwC incorporated in the Deliverables which shall continue to belong to PwC. Specifically, with respect to our pre-existing IPR, we are agreeable to	No Change

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			<p>provide Client with a non-exclusive & non-transferable license to use the same (to the extent incorporated in the deliverables) for its internal use in connection with the services provided by us under this Agreement. Also, PwC shall continue to retain ownership over its draft deliverables/internal working papers. Additionally, subject to its confidentiality obligations under the RFP, PwC should also be allowed to use the general skills, knowledge, know-how etc. created during the course of this engagement for its subsequent engagements. Moreover, any third party licenses, necessary for the performance of the services, would need to be procured by the Client.</p>	
52.	<p>Page No 97 GCC 25</p>	Accounting, Inspection and Auditing	<p>The audit rights are widely worded. Due to client confidentiality & internal data policy reasons, we would be unable to provide such unqualified access to our systems, premises and records. That said, we are agreeable to a review by Client to the extent that it is: (i) restricted to providing access to PwC's fees/ invoicing related records relating to the services under this project; (ii) is carried out within 6 months of the expiry or termination of the agreement. PwC should not be expected to provide any information which may cause it to breach</p>	No change

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			confidentiality vis-a-vis other parties. If an audit is contemplated to be conducted by an external/third party auditor, we would need such third party to sign an NDA with us (in a format suggested by us)	
53.	General		Third Parties/End Usage. We would need the Contract to specify that our deliverables are meant for Client's sole use and benefit; and that there would be no third party beneficiaries. Our deliverables should not be shared with third parties without our consent. Also, consistent with industry practice, we would look to Client to keep us protected/reimbursed from third party claims arising out of the services, say claims which arise on us due to you sharing or deliverables with third parties. This is standard consulting/ Big 4 practice.	No change
54.	Page No 97 GCC 22	Confidentiality	Widely worded confidentiality obligations. Confidentiality obligations need to be carefully noted by the project team. All standard exclusions to confidentiality should be documented. Confidential Information needs to be shared on a strict need to know basis for the purposes relating to this project. Subject to confidentiality restrictions, PwC should be given a one-time approval to refer to this engagement	No Change

Sr. No.	Clause No. & Page No.	Original Clause in RFP	Change Requested/Clarification required	MHSSP Response
			for client citation purposes. Also, definite outer boundaries for the survival of confidentiality obligations need to be documented.	
55.	Page No 97 GCC 24 and SCC 24.1	Insurance to be taken out by the Consultant	<p>•Numerous insurance requirements are sought in the contract with a minimum professional liability insurance coverage of total value of the contract. Basis our standard policy, we would maintain appropriate professional indemnity insurance cover in respect of the professional services we provide - <u>the other insurance requirements should be disappled</u>; as such, the following should be clarified:</p> <p>" PricewaterhouseCoopers Private Limited maintains appropriate professional indemnity insurance cover with underwriters to protect against all reasonable risks in respect of all professional services provided by the firm. The policies are issued on a broad form Professional Indemnity Insurance wording. Whilst the levels of cover must be kept confidential, we believe that our insurance cover is at least adequate to enable us to meet valid claims. Furthermore, although we carry insurance cover, it is the firm's policy to limit our liability in</p>	No Change

Sr. No.	Clause No. & Page No.	Original Clause in RFP	Change Requested/Clarification required	MHSSP Response
			<p>our contracts to minimise our potential exposure to a reasonable level unless we are prohibited by law or regulation from so doing. We expect the outcome of any current action or aggregate of actions to be within our insurance cover and other resources, such that our ability to continue to render services will not be impaired.”</p> <p>Also, disclosing the amounts of insurance is again an onerous obligation on PwC - it should be clarified that due to confidentiality reasons, we do not share the policies or disclose the limits of insurance availed.</p>	
56.	General		<p>Acceptance. We wish to agree objective, well-defined acceptance criteria for our work, and an agreed acceptance procedure. A structured acceptance process should be incorporated in the Contract such that our draft deliverables are evaluated in a timely manner by Client. There is a need to expressly document that the number of rounds for the procedure for attaining acceptance and iterations thereof for PwC's deliverables shall be limited to two rounds (the concept of deemed acceptance should also be built in). Thereafter, if the matter still remains unresolved, it shall be</p>	No change

Sr. No.	Clause No. & Page No.	Original Clause in RFP	Change Requested/Clarification required	MHSSP Response
			escalated to an empowered Steering Committee comprising of senior representatives from both sides	
57.	Page No 92 GCC 19 .1.1	Termination	<p>If the consultants do not remedy a failure in the performance of their obligations within 30 days of being notified, then the agreement can be terminated by the Client.</p> <p>An objective and consultative process should precede before the Client chooses to exercise its termination rights under this clause. To ensure that the clause is not interpreted in a subjective manner, a mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner. Upon termination, PwC should be paid for the services performed by PwC till the date of termination. Additionally, given our audit independence requirements, we would also require the right to terminate in circumstances where continued performance under this contract would breach our legal, professional or regulatory requirements.</p>	No change

Sr. No.	Clause No. & Page No.	Original Clause in RFP	Change Requested/Clarification required	MHSSP Response
58.	Page No 90 GCC 16	Modifications or Variations	The Contract needs to document an objective scope change process to address any changes to the agreed scope of work, timelines or duration of the project, in a mutual consultative manner. This would ensure that neither side is expected to assume any implied obligations	No change.
59.	Page No 96 GCC 21	Conflict of Interest	<ul style="list-style-type: none"> •A number of widely worded conflict of interest obligations. Being flagged for your necessary compliances. Please liaise with Consulting RM for operationalizing the necessary checks/raising necessary deviations so as to ensure that PwC does not fall foul of the stipulations herein. Also, please note that we need to give a declaration to this effect in form tech-1. That said, the key points on which business should document comfort on, are: <ul style="list-style-type: none"> ▪To ensure that this clause is not interpreted as an "exclusivity clause" by the Client, it should be clarified that PwC is already in the business of providing similar advisory services to its clients and shall continue to do so. It is presumed that this clause shall not be interpreted in any manner to restrict PwC from providing such services to its other clients. 	No change

Sr. No.	Clause No. & Page No.	Original Clause in RFP	Change Requested/Clarification required	MHSSP Response
			<ul style="list-style-type: none"> ▪There should be an outer time limit prescribed for the survival of the conflict clause. ▪The restriction should be limited only to the team members working directly on this project. In the event the restrictions extends to PwC as a firm, then it should be expressly clarified to the client, that the restrictions under the conflict clause extends only to PricewaterhouseCoopers Private Limited and not to any other network firm within the PricewaterhouseCoopers network. ▪The engagement teams need to internally deliberate / document necessary clarifications from the client - that whether the said downstream work would impact other SBU's / LOS and accordingly prior approval needs to be obtained by other respective SBU Leaders before making any commitment. ▪For sub-contractors, PwC would seek to ensure adherence by attempting to make them sign back to back undertakings. 	

Sd/-
Ram Kumar S, IAS
Project Director, MHSSP
Department of Health & Family Welfare

Annexure - 1

Sl. No	Category	Details of HRH
		Sanctioned
A	DH and below level HR	
1	MPW Female/ ANM	1419
2	MPW Male	0
3	Staff Nurse	1468
3.a	Psychiatric nurse	7
3.b	Community nurse	8
3.c	PHNs (public health nurse)	34
4	Lab technicians	279
5	MO MBBS full time	702
5.a	No. of EmOC trained doctors	16
5.b	No. of LSAS trained doctors	9
6	MO MBBS part time	16
7	Total Specialists	332
7.a	OBGY	42
7.b	Pediatricians	30
7.c	Anesthetists	36
7.d	Surgeon	28
7.e	Physician	41
7.f	ENT surgeon	12
7.g	Ophthalmologist	30
7.h	Psychiatrist	23
7.i	Radiologist	19
7.j	Pathologist	16
7.k	Microbiologists	3
7.l	Other Specialists	52

Sl. No	Category	Details of HRH
		Sanctioned
8	Pharmacists (Non AYUSH)	233
9	Pharmacists (AYUSH)	11
10	AYUSH Mos/ AYUSH Physician	112
11	Dentists/ Dental Surgeon	77
12	Dental Technician	8
13	Dental Hygenist	14
14	Dental Assistant	15
15	Radiographer/ X-Ray Technician	79
16	OT Technician	16
17	Physiotherapist	17
18	Counsellors	50
18.a	Counsellor mobile blood bank	2
18.b	PNDT counsellor	49
19	Audiologists	7
20	Audiometric Assistants	2
21	Optometrist	3
22	Ophthalmic Assistant	35
23	Nutritionists cum counsellors	7
24	Cold Chain Handlers	2
25	Store Keeper	9
26	Trained social worker	10
27	Lab Assistant	2
28	District Vaccine Logistics Handlers support staff	11
29	Ophthalmic Assistant	10
30	Audiometric Assistant	2
31	Instructor for Hearing Impaired Children	2
32	TBHV	14

Sl. No	Category	Details of HRH
		Sanctioned
33	PRO (public relations officer) mobile blood van	2
34	Technical Supervisors BCSU	2
35	Case registry assistants	11
36	Zonal Programme Officers for HWCs	2
B	HR for MMU/ Ambulance/ Mobile Health Team/ RBSK	
1	MPW Female/ ANM	78
2	MPW Male	0
3	Staff Nurse	8
4	Lab technicians	8
5	MO MBBS	4
6	Specialists	0
7	Pharmacists (Non AYUSH)	0
8	Pharmacists (AYUSH)	78
9	AYUSH Mos/ AYUSH Physician	156
C	HR for Programme Management NHM	
1	State Programme Manager	1
2	State Finance Manager	1
3	State ASHA Community Process Manager	1
4	RCH Consultant	1
5	Training Coordinator	1
6	M&E Coordinator	1
7	HMIS Consultant	1
8	RBSK Consultant	1
9	Programme Officer (RKSK)	1
10	Procurement Officer	1

Sl. No	Category	Details of HRH
		Sanctioned
11	Hospital Strengthening Coordinator	1
12	Referral Transport Coordinator	1
13	Programme officer (state) PNNDT	1
14	State Coordination Officer blood cell	1
15	Quality Assurance Consultant	1
16	Manager HR & Admin	1
17	Programme Executive	1
18	Demographer	1
19	Communication Officer	1
20	IEC Consultant	1
21	State Community Process Coordinator	1
22	State Vaccine and logistics manager	1
23	MCTS Coordinator	1
24	System Analyst	1
25	State Data Manager	1
26	State Accounts Manager	1
27	FMIS Coordinator	1
28	Internal Auditor	1
29	Finance Consultant	1
30	Accounts Executive (Billing & Cash)	1
31	Finance Associate (Billing & Cash)	1
32	Accountant (NRHM & RCH)	1
33	Accountant (NRHM & RCH)	1
34	Administrative Assistant	1
35	Secretarial Assistant	1
40	Asst. Programme Officer/Epidemiologist	1
41	M & E	1

Sl. No	Category	Details of HRH
		Sanctioned
42	DRTB Coordinator	1
43	TB/HIV Coordinator	1
44	PSCM	1
45	IEC/BCC	1
46	State Epidemiologist	1
47	Consultant-Training/ Technical	1
48	State PPM Coordinator	1
49	Technical officer - procurement and logistics	1
50	Entomologists	1
51	State Microbiologist	1
52	State Veterinary consultant	1
53	State Data Manager	1
54	Data analyst	1
55	BFO cum Admn. Officer	1
56	Finance Consultant (FC)	1
57	Accounts Officer/State Accountant	1
58	Consultant-Finance/Procurement	1
59	Statistical cum Account Asstt	1
60	Secretarial assistant	1
61	Admn. Asst.	1
62	Secretarial assistant	1
63	TBHV- Govt. Medical college	1
64	Store Assistant - SDS	1
65	Technical Officer (Surveillance, M&E ,CST Coordination and Research)	1
69	Epidemiologist	1
70	State Program Coordinator	1

Sl. No	Category	Details of HRH
		Sanctioned
71	Programme Coordinator	1
72	Budget and Accounts Officer	1
73	Fin. Cum Logistic Consultant	1
74	Administrative Assistant	1
78	District Programme Manager	11
79	DEIC Managers	11
80	Programme officer (dist) PNDT	1
81	District Programme Coordinators (RBSK/RKSK/WIFS)	4
82	District Quality assurance manager	2
83	District Community Processes Coordinator	11
84	IEC/ BCC Manager	4
85	District Data Manager	11
86	District Accounts Manager	11
87	Accountants Asst.	11
91	District Epidemiologists	7
92	District VBD consultant	7
93	Zonal entomologist	4
94	Sr. DOTS plus TB HIV supervisor	7
95	District Program Coordinator	7
96	District PPM/ACSM Coordinator	4
97	District Data Manager	7
98	TBHV	5
99	Accountant-full time	7
103	Epidemiologist	4
104	District Program Coordinator	4
105	M&E officer	8

Sl. No	Category	Details of HRH
		Sanctioned
106	Fin. Cum Logistic Consultant	4
110	Block Programme Manager	39
111	Block Data Manager	39
112	Block Accounts Manager	39
113	Accountants PHC	110
116	STS (supervisor)	24
117	STLS (supervisor)	15
118	VBD technical supervisor	39