Competition Commission of India
Hindustan Times House,
18-20, Kasturba Gandhi Marg,
New Delhi – 110 001

No. 7 (213)/AW/PHARMA/2017-CCI

Request for Proposal for the engagement of an Agency for conducting a Study on the Pharmaceutical and Health Care Sector

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Competition Commission of India

The Hindustan Times House
18-20, Kasturba Gandhi Marg
New Delhi, 110001, India

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LIST OF ACRONYMS

S. No.	Acronym	Reference to
1	CCI	Competition Commission of India
2	EMD	Earnest Money Deposit
3	GP	General Practitioner
4	HOD	Head Of Department
5	IPD	In Patient Department
6	ITB	In This Bid
7	LOI	Letter of Intent
8	MoHFW	Ministry of Health and Family Welfare
9	MR	Medical Representatives
10	MS	Medical Superintendent
11	NCR	National Capital Region
12	NOC	NO Objection Certificate
13	OPD	Out Patient Department
14	PBG	Performance Bank Guarantee
15	RFP	Request For Proposal
16	TOR	Terms of Reference
17	TPA	Third Party Administrator
18	GST	Goods and Service Tax

1. INTRODUCTION AND BACKGROUND

1.1. Introduction

The Competition Commission of India (hereinafter referred to as the "**Commission**") is a statutory authority established under the Competition Act, 2002 (hereinafter referred to as the "**Act**"). In addition to inquiring into anti-competitive practices based on information filed with it, the Commission can also analyse and assess the functioning of markets and market participants on its own.

1.2. Background

Section 18 of the Act casts a duty on the Commission to eliminate practices having adverse effect on competition, promote and sustain competition, protect the interests of consumers and ensure freedom of trade carried on by other participants, in markets in India. Moreover, the Commission is also required to give opinion on competition issues on reference(s) received from any statutory authority under Section 21 of the Act and to undertake competition advocacy for creating public awareness under Section 49 of the Act.

In the enforcement experience of the Commission, several anti-competitive practices in the Indian Pharmaceutical and Healthcare sector have come to the fore. In order to understand the nature and magnitude of such practices, the Commission has decided to conduct a **Study on Pharmaceutical and Health Care Sector** in Delhi & select districts of NCR (hereinafter referred to as the "**Study**").

2. OVERVIEW OF THE STUDY

2.1 Objective

The objectives of the proposed Study are:

a) To enhance the understanding of the Pharmaceutical and Health Care sector from the perspective of competition;

b) To understand the state of competition across various levels of the Pharmaceutical and Health Care sector;

c) To identify areas of competition concern;

d) To identify measures to address areas of concerns and advocate competition in pharmaceutical and health care sector;

e) To provide input for the policy makers/concerned authorities backed by credible data and;

f) To assess the awareness and effectiveness of the decisions of the Commission relating to pharmaceutical and health care sector.

2.2 Scope of the Study

The proposed Study would be a "*Situation Analysis to understand the prescription and referral pattern of Hospitals and Medical Practitioners and also the tie-ups and networking amongst various stakeholders in Health Care Sector".* The proposed Study is to be confined to allopathic health care only. The geographical scope of the proposed Study has been confined to Delhi and three districts of NCR namely Gurgaon, Faridabad and NOIDA. The Study entails a survey of different stakeholders provided as under:

a. Hospitals (Private and Govt.), Nursing Homes and clinics.
b. Diagnostic Labs.
c. General Practitioners (GPs).
d. Pharmaceutical Companies.
e. Medical Representatives
f. Medical Device/Implant companies.
g. Pharmacists.
h. Medical Insurance companies.
i. Third Party Administrators (TPAs).
j. Patients/Care givers
k. Various Associations pertaining to various stake holders.
l. Any other relevant stake holder/as directed by the Commission.

The proposed survey will be focusing on the following specialities: -

a. Cardiology
b. Neurology
c. Orthopaedics
d. Ophthalmology
e. Oncology
f. Dentistry
g. Endocrinology
h. Gynaecology
i. Paediatrics

Important: The Study will be conducted in two phases as under:

Phase I: Undertaking a Pilot Study

Phase II: Undertaking the Main Study

Based on the outcome of the Pilot Study, the Commission would decide whether to execute Phase II of the Study or abort the Study

After the completion of the Phase I (Pilot Study), only if the Commission decides to execute Phase II, the learning from the Phase I could be used for modification of the Study tools/scope of the Study with mutual consent.

2.3 Issues

The Study will focus on the following issues:

a. Exclusive tie-up through formal or informal arrangement for referrals - (requirement of test to be done from a particular lab referral through camps, etc. - hospitals/GPs/diagnostic labs).

b. Exclusive arrangement for procurement of medicine/implants and other consumables - (e.g. stents, lenses for cataract, knee implants - hospitals/implant companies)

c. Bundling of various products and services - (package of tests - diagnostic labs)

d. Backward and forward integration/networking - (Big hospitals with GPs/small hospitals or vice versa and small hospitals/GPs with Diagnostic Center - hospitals/GPs/Patients/Diagnostic Center)

e. Level of transparency - (Hospitals and GPs with Patients regarding treatment and requirement of tests, charges of ancillary services - Hospitals/GPs/Patients)

f. Price Discrimination-Differentiation in Pricing/packages depending upon the category of the patients-hospitals/Patients/insurance companies/TPAs)

g. Loyalty Rebates - (Rebates in case all requirements (services availed & equipments purchased) met from same hospital, Procurement discounts linked to non-dealing with competitors.

h. Prescription pattern in terms of branded vs. generic drugs - (Pharmacists/Patients/GPs)

i. Inter-operability across service providers - (Requirement of test despite having recent reports in case of change of service providers - Hospitals/GPs either voluntarily or through referral)

j. Prevalence of NOC practices - (Trade Association/Pharmacists)

k. Extent of awareness of CCI and its order - (Pharmacists/Trade Association).

l. Emergence of e-market place for pharmaceutical products.

m. Marketing arrangements and Patent settlement among pharmaceutical companies.

n. Any other relevant issue/as directed by the Commission**.**

2.4 Sampling Methodology and Sampling Design

The Study would be a combination of both quantitative and qualitative dimensions. The qualitative dimensions will primarily aim at gathering deeper insights about the functioning and inter-dependence of various stakeholders of pharmaceutical and health care sector**.** For the quantitative aspect, structured questionnaires will be used for each stakeholder. The sampling methodology and the sampling design to be adopted for various stakeholders is discussed in detail in the following paragraphs:

2.4.1 Hospitals (including Nursing Homes and Clinics)

For getting an idea on the size of the universe and preparing a workable sampling frame for hospitals in Delhi, a list of hospitals both government and private was made by using official websites of Delhi Government, Ministry of Health and Family Welfare (MOHFW). The hospitals of the sampling frame have further been categorized as multi-specialty, single specialty and general based on the services they offered. Similarly, wherever the information on bed size is available, the hospitals have also been classified into various bed size categories viz. above 200, 200-50 and below 50. Thus all hospitals were categorised into the following major heads.

1. Government Hospitals
2. CGHS Empanelled Private Hospitals
3. Other Private Hospitals

Further, the hospitals under 1 and 3 were classified as:

i) Major - Hospitals with 200 plus bed size

ii) Medium - Hospitals with 50 - 200 bed size

iii) Small - Hospitals with less than 50 bed size

This was done separately for Delhi, Gurgaon, Faridabad & Noida

Another important parameter is the geographical spread. In the case of Delhi, it is observed that presently Delhi has the following 11 Districts:

1. Central Delhi
2. East Delhi
3. New Delhi
4. North Delhi
5. North East Delhi
6. North West Delhi
7. Shahdara
8. South Delhi
9. South East Delhi
10. South West Delhi
11. West Delhi

However, in the official list of Delhi Government, all private Hospitals and Nursing Homes and Clinics registered with Govt. of Delhi have been divided into the following 8 Districts:

1. Central Delhi
2. East Delhi
3. North Delhi
4. North East Delhi
5. North West Delhi
6. South Delhi
7. South West Delhi
8. West Delhi

The 3 Districts those have not been included are New Delhi, Shahadra and North East. As these Districts have been carved out from the existing 8 Districts, it has been decided that private Hospitals and Nursing Homes and Clinics located in the Districts of North Delhi, Central Delhi and East Delhi would be further classified into North East, New Delhi and Shahadra respectively by looking at the addresses.

Using the appropriate sampling methodology and sampling design for the hospitals in Delhi, Gurgaon, Faridabad and NOIDA, the size of the sample in the case of hospitals has been finalised at 155 hospitals. The details of which is given as under:

Table 2.4.1

Region	Hospital	Category	Sample Size
Delhi	Government	Major Hospitals	6
		Other Hospitals	3
	CGHS Empanelled Pvt. Hospitals	-	19
	Other Private Hospitals	Multi-Specialty	13

Region	Hospital	Category	Sample Size
		Single-Specialty	13
		Other Hospitals	41
		Total	**95**
Gurgaon	Government Hospitals	General Hospital	1
	CGHS Empanelled Pvt. Hospitals	-	6
		Single-Specialty (Eye and Dental)	4
	Private Hospitals	-	14
		Total	**25**
Faridabad	Government Hospitals	Civil, ESI and BK Hospitals	3
	CGHS Empanelled Private Hospitals	-	4
		Single-Specialty	2
	Private Hospitals	General Hospitals	9
		Total	**18**
NOIDA	Government Hospitals	Dr. B. R. Ambedkar and ESI Hospital	2
	CGHS Empanelled Private Hospitals	General	10
		Single-Specialty (Eye and Dental)	3
	Private Hospitals	Other Hospitals	2
		Total	**17**
		Grand Total	**155**

2.4.2 Standalone Clinics

Apart from the above mentioned sample of Hospitals (including Nursing Homes and Clinics with bed facilities), Standalone Clinics without bed facilities, which are spread across Delhi and NCR, have also been included in the sample. In the absence of availability of sampling frame of these standalone clinics, it has been decided to choose two standalone clinics per assembly constituency of Delhi, Gurgaon, Faridabad and NOIDA. Based on the above stated sampling methodology, the total number of sample standalone clinics sums up to 162. Area wise break up of Standalone Clinics is listed in the Table 2.4.2

Table 2.4.2

Region	No. of Assembly Constituency	No. of Standalone Clinics
Delhi	70	140
Gurgaon	4	8
Faridabad	6	12
NOIDA	1	2
Total	**81**	**162**

2.4.3 Doctors/General Practitioners

From the selected hospitals, it is proposed to contact MS of the hospital, 2 HODs in large/medium hospitals and Head of the in-house Diagnostic Center (wherever applicable). In the absence of factual information, it is estimated that on an average approximately 3.5 Doctors/GPs per sample hospital would be contacted for the proposed survey. This adds up to 543 doctors. In addition, 162 GPs

functioning from standalone clinics as mentioned above has also been included in the sample. So, the total sample size of Doctors/GPs in Delhi NCR adds up to 705.

2.4.4 Diagnostic Centres

As in the case of pharmacists, in the case of diagnostic centres as well it has been decided that all the diagnostic centres located within the premises of the sample hospitals would be the part of the sample diagnostic centres. It is estimated that out of 155 sample hospitals, about 75 hospitals are likely to have diagnostic centre located within their premises. In addition to above, using appropriate sampling methodology & sampling design, 37 diagnostic centres (Delhi-30; Gurgaon-3; Faridabad-3; and NOIDA-1) have been added to the sample. Thus the total sample size in the case of diagnostic centres workers out to 112 (37+75=112).

2.4.5 Pharmacists

For building the sampling frame in the case of pharmacists, it has been decided that all the pharmacists located within the premise of the sample hospitals to be considered. In addition to above, 2 pharmacists located in the vicinity of the sample hospital may also be considered. Further, it is estimated that out of the 155 sample hospitals about 80 hospitals would have in house pharmacies based on the aforesaid assumption. The sample size for the pharmacists for the proposed Study comes to 390 pharmacists (310+80=390).

2.4.6 Patients/Care Givers

The sample size in the case of Patients/ Care Givers has been arrived at using the following criteria/norms:

a) Major Hospitals - 30 each - (10 IPD, 20 OPD) - 30*30 = 900
b) Medium Hospital - 20 each - (5 IPD, 15 OPD) - 45*20 = 900
c) Small Hospitals - 10 each - (10 OPD) - 80*10 = 800
d) Standalone Clinics - 2 each - 162*2 = 324
e) In-house pharmacies -2 each - 80*2=160
f) In-house diagnostic centers - 5 each - 75*5=375
g) Pharmacists outside the premise of hospitals - 2 each - 310*2 = 620
h) Diagnostic centers outside the premise of hospital - 5 each - 37*5 = 185

Total Number of sample Patients comes out to 4264.The break-up of the sample size is shown in the Table 2.4.6.

Table 2.4.6

Category		Per Hospital			
	Number	IPD	OPD	Total Patient	Total Sample
Major Hospitals	30	10	20	30	900
Medium Hospital	45	5	15	20	900
Small Hospitals	80		10	10	800
Standalone Clinics	162			2	324

In-house pharmacies	80		2	160
In-house Diagnostic Centers	75		5	375
Pharmacists outside the premise of hospitals	310		2	620
Diagnostic centres outside the premise of hospital	37		5	185
TOTAL				**4264**

2.4.7 Medical Representatives

In the case of Medical Representatives (MRs), the sampling frame would consist of all the MRs, which are associated with all of the 48 sampling pharmaceutical companies. Two MRs, each (one senior level and one middle level) associated with the sample pharmaceutical companies who are based in Delhi and selected Districts of NCR would be included in the sample for the proposed survey. Based on the aforesaid sampling design and methodology the sample size for the MRs for the proposed survey comes to 96.

2.4.8 Pharmaceutical companies

For the purpose of constructing the sampling frame, a list of 192 pharmaceutical companies has been identified based on the information available with respect to their turnover of FY 2016. Using appropriate sampling methodology, the sample size for the pharmaceutical companies for the proposed Study has been arrived at 48.

Table 2.4.8

Pharmaceutical Companies	**Sample**
	48

2.4.9 Medical Implant/Device companies

For the purpose of the proposed Study, the sample for the medical implant/device dealers would consist of those pharmaceutical companies which also deal in the medical implants/device. Out of all the 48 sample pharmaceutical companies, it is presumed that about 20% of these would also be dealing in the medical implants/medical devices. Thus the, the sample size in this case is estimated to be 10 medical implants/device companies.

2.4.10 Insurance companies

Private and Public Sector Insurance Companies operating in India can be categorised into 2 categories i.e., Life Insurers and Non-Life Insurers. Currently there are 51 insurance companies operating in India. These comprise of Public Sector insurance companies (5), Private Sector insurance companies (41) and Standalone Health Insurers (5). Using appropriate sampling methodology, the sample size for the insurance companies for the proposed Study has been arrived at 17 insurance companies. The details of which is given as under:

Table 2.4.10

Category	**Sample**
Public Sector Insurer	5
Private Sector Life Insurer	2

Private Sector Non-Life Insurer	5
Standalone Health Insurer	5
Total	**17**

2.4.11 Third Party Administrators (TPAs)

In the case of TPAs, the sampling frame consists of all the TPAs which are associated with sample insurance company as mentioned at para 2.4.10 above. One TPA each associated with the sample insurance company that are based in Delhi and selected Districts of NCR would constitute the sample for TPAs for the proposed survey. Based on the aforesaid sampling design and methodology, the sample size in this case comes out to be 17 TPAs.

2.4.12 Associations

In the case of Associations, it is proposed to consider the following associations of various stakeholders of the proposed survey.

a. Medical Council of India.
b. Delhi Medical Council.
c. Delhi Medical Association.
d. Gurgaon Medical Association.
e. Faridabad Medical Association.
f. NOIDA Medical Association.
g. All the 14 District level associations of Pharmacists (Delhi -11 + Gurgaon -1 + Faridabad – 1 + NOIDA - 1)
h. Indian Drug Manufacturers Association.
i. Organisation of Pharmaceutical Producers of India.
j. Bulk Drug Manufacturers Association.
k. All India Small Scale Pharmaceutical Manufacturing Association.

2.5 Sample Size

Overall Sample Size for all the 11 stakeholders of the Study works out to 5838. The stakeholder's wise break-up of the total sample size is shown in the table 2.5.

Table 2.5

Stakeholders	Sample
Patients	4264
Hospitals	155
Pharmaceutical Companies	48
Medical Device Companies	10
Pharmacists	390
Doctors/GPs	705
Insurance Companies	17
Diagnostic Centre	112
Medical Representatives	96

TPAs	17
Associations	24
Total	**5838**

The detailed sampling methodology and the sampling design used for conducting the proposed Study would be shared by the Commission with the agency.

2.6 Pilot Study

Before conducting the Main Study/survey, a Pilot Study needs to be conducted. The size of the Pilot Study has been fixed approximately at around 5 % of the sample size of the Main Study. The details are as under:

Table 2.6

Stakeholder		**Size**
Hospitals	Government	2
	Private	Major - 3 Medium - 3 Small - 3 CGHS empanelled - 3
	Total	**14**
Doctors		30 (20 from hospitals and 10 standalone clinics)
Diagnostic centres		7 (in house 2, others 5)
Pharmacists		22 (in house 5, others 17)
Patients		200
Pharmaceutical companies		3
MRs		6
Insurance Companies		2
Associations		2
Medical Implant Company		2
TPAs		2
Total		**290**

During the Pilot Study (Phase I), the Questionnaire developed for the Main Study is to be used. ***An amount equal to 10% of the bid price would be paid at the time of award of contract. Another 10% of the bid price would be paid on successful completion of Pilot Study. In case, the Commission decides to abort the Study after the Pilot, no payment would be admissible thereafter. The geographical scope of the Pilot will be restricted to Delhi.***

2.7 Conducting of Main Study

Phase II (Main Study) is to be executed only after the approval of the Commission to that effect which shall be conveyed to the agency. For the Main Study, the size of the sample would be the same as the one indicated in table 2.5 above and would cover all the stakeholders.

3. INFORMATION TO AGENCY

3.1 Purpose/Intent for RFP

The purpose/intent for Request for Proposal (RFP) is to appoint an agency for conducting a Study on the Pharmaceutical and Health Care Sector.

3.2 Key Events and Dates

Table 3.2

1	Tender Inviting Authority	Competition Commission of India The Hindustan Times House 18-20, Kasturba Gandhi Marg, New Delhi: 110001, India.
2	Job Requirement	Appointment of an Agency for conducting Study on Pharmaceutical and Health Care Sector
3	Publication of the RFP	6th September, 2017
4	Tender Document	Can be downloaded from http://www.cci.gov.in
5	Last date for receiving queries	Till 17:00 hours on 3rd October, 2017. No queries shall be entertained thereafter.
6	Pre-bid meeting and Issue of pre-bid clarification	16:00 hours on 9th October, 2017
7	Last date for submission of Bids	12:00 hours on 23rd October, 2017
8	Earnest Money Deposit (EMD) amount payable	Rs 1,00,000/- (Rupees One Lakh Only)
9	Opening of Pre-Qualification Bid	15:00 hours on 23rd October, 2017
10	Opening of Technical Bids	Date and time will be intimated
11	Technical Presentation	Date and time will be intimated
12	Opening of Financial Bid based on Technical Bid Evaluation	Date and time will be intimated
13	Other Relevant Information	------

4. SCOPE OF WORK

Agency selected for conducting Study on Pharmaceutical and Health Care Sector would, *inter-alia*, be responsible for undertaking various activities as enlisted below:

4.1 Review of Related Literature

Agency selected for conducting Study has to Study the literature relating to the survey on pharmaceutical and health care sector and relevant extracts/learnings have to be made part of the draft and final report.

4.2 Developing Questionnaire

The selected agency has to develop questionnaire for the proposed Study in consultation with the team of CCI officials and experts. The questionnaire should incorporate all the issues listed at Para 2.3 above. The questionnaire would have two parts for each stakeholder. Part-1 would contain the basic general information about the stakeholder. Part-2 would contain the questions concerning the issues related to that stakeholder. The questionnaire developed has to be submitted to the Commission for approval. The Pilot Study would start only after the approval of the questionnaire is conveyed to the agency.

4.3 Earmarking of Team for Pilot Study

The selected agency will have to provide the details of its team earmarked for the Pilot Study. The structure of the field team for the Pilot Study has to be similar to the one for the Main Study.

4.4 Training for Pilot Study

The selected agency will have to conduct training for the members of the team earmarked for the Pilot Study. While organising training, the agency may consult/take inputs from the experts appointed by the Commission. The training for the team members shall be organised in presence of the experts appointed by the Commission.

Any other activity(s) which is incidental to the successful completion of the Pilot Study would also form responsibility of the agency**.**

4.5 Conducting of Pilot Study

The size of the Pilot Study has been fixed at around 5% of the sample size of the Main Study. During the Pilot Study the Questionnaire developed for the Main Study to be used. All the stakeholders of the Main Study would be the part of the Pilot Study and the geographical coverage of the Pilot Study would be Delhi. The structure of the field team for the Pilot should be same as for the main survey. The desirable structure for the field team for the main survey has been given at Table 4.6. As a deliverable of the Pilot Study, a report on the Pilot Study is to be prepared and submitted to the Commission. Agency will be required to make presentation of the Pilot Study report before the Commission.

Phase I of the Study has to be completed within 4 months including all preparatory work. In case of delay, upon the request by the agency, the time may be extended by further one month. The agency failing to comply with the deliverable will not be entitled for payment and in that case the bank guarantee will be forfeited.

4.6 Earmarking of Team for Main Study

The desirable composition of the field team for the Study should comprise of the following:

Table 4.6

Stakeholder	Desirable Team
Hospitals	Medical Professionals (MBBS/ BDS / MBA (Public Health / Hospital Management) / Post Graduate in Clinical Research)
Diagnostic centres	Lab Technicians and Radiology Graduates
Pharmacists	Graduates in Pharmacy
Pharmaceutical companies	
MRs	
Medical Implant Company	
Patients	Researchers with background of Social Science, Economics and Statistics
Insurance Companies	
Associations	
TPAs	

The selected agency will have to provide the details of its team earmarked for the Main Study.

4.7 Training for Main Study

The selected agency will have to conduct training for the members of the team earmarked for the Main Study. While organising training, the agency may consult/take input from the experts appointed by the Commission. The training for the team members shall be organised in presence of the experts appointed by the Commission.

Any other activity(s), which is incidental to the successful completion of the Main Study, would also form responsibility of the Agency.

4.8 Field Data Collection

- The Survey would involve visits to the selected sample units, assessing the facilities available through facility survey, access to records on services provided (including MIS) as well as collection of information using structured questionnaire from various stakeholders.
- For the sample units such as pharmaceutical companies, insurance companies, TPAs, etc. that are located outside Delhi, Gurgaon, Faridabad and NOIDA, the data has to be collected through email/by post.
- The field data collection work for the main survey is to be completed within 4 months.
- The agency will have to chalk out the fieldwork plan for the entire 4 months period and also the detailed monthly work plan which would include the deployment of survey teams.

4.9 Quality Control

The agency would be required to ensure quality of data collected by adhering to the following:

- The Field Survey Team should ensure complete coverage of the sample units and also the contents of the questionnaire.

- Questionnaires with incomplete information will not be accepted.
- Non-response of more than 5% for each stakeholder will not be accepted.

4.10 Data Management and Analysis

The agency will develop module for data entry for each structured questionnaire. Also the agency has to prepare a data analysis and tabulation plan. This is required to be got approved from the CCI. The data should be analysed as per the approved plan.

4.11 Preparation of Reports (Draft & Final)

The agency has to prepare a draft report by addressing all issues and objectives. The report should include an executive summary and recommendations. The problems encountered in the Study alongwith limitations should be part of the report.

4.12 Presentation before the Commission

The agency will be required to make a presentation of report of the Pilot Study. The agency will also make a presentation of the draft report of the Main Study. The suggestions on the draft report as well as other inputs during the presentation should be incorporated in the final report. After the approval of final report by the Commission, the agency will be required to submit 10 copies of the final report alongwith the soft copy.

5. PRE-QUALIFICATION/ELIGIBILITY CRITERIA

The pre-qualification/eligibility criteria for the agencies have been provided in the table5 below:

Table 5

Sl. No.	Pre-Qualification Criteria	Proof Required
1	The agency should be a company registered under Companies Act/ Registered NGOs/ Registered Society or Trust/Autonomous Body/Registered Firm/ Universities/ Management and Business Institutes of reputation in existence for the last 3 years	Copy of Certificate of Incorporation/Registration/MoA as applicable
2	The agency should have a valid PAN and Service Tax/GST Registration in India (*if applicable)*	Copy of PAN card and Service Tax/GST Registration certificate (*if applicable)*
3	The agency should have a minimum average annual turnover of Rs. 50 Lakhs (Rupees Fifty Lakhs) from survey related activities during the last three years (i.e. 2014-15, 2015-16 & 2016-17)	Copies of Audited Profit and Loss Statements and Balance sheets for the relevant years alongwith statement of average turnover as per **Annexure 1 (A)**
4	The agency should have conducted a minimum of 2 surveys in health/Pharmaceutical sector. The sample	Copy of Work order/certificate of completion; along with the details as per the format provided in

Sl. No.	Pre-Qualification Criteria	Proof Required
	size of such surveys should not be less than 300 Sampling units.	**Annexure 1 (B)**
5	The agency should not have been blacklisted by Central/State Government departments/ Undertakings	No Conviction/Debarment certificate duly signed by the Authorised Signatory of the agency as per **Format 'A'**
Note: The agencies meeting the pre-qualification criteria would then be asked to make the Technical Presentation.		

6. IMPLEMENTATION SCHEDULE

6.1 Implementation Plan: Deliverables/Timelines

Table 6.1

Sl. No.	Deliverables/Activities	Timelines
1	Developing Survey Questionnaire	Within 6 weeks (4 weeks for development and 2 weeks for interaction with CCI) from the date of award of contract
2	Earmarking of the required manpower by the agency for the Pilot Study	Concurrent with the development of the questionnaire
3	Training of the team members of Pilot Study	Within 1 week earmarking of the team.
4	Conduct of Pilot Study (Field work +Report preparation)	Within 8 weeks from the date of conveying the approval of the Questionnaire
5	Submission of Pilot Study report	Within 2 weeks after completion of fieldwork.
6	Sub Total (Completion of Phase I-Pilot Study)	Within 17 weeks
Commission will evaluate the report of the Pilot Study for its quality and completeness		
7	Earmarking of the required manpower by the agency for the Main Study	Within 2 weeks from the date of communication of undertaking Main Study.
8	Imparting training to the team members of agency for the Main Study.	Within 1 week from the date of Earmarking the manpower

Sl. No.	Deliverables/Activities	Timelines
9	Submission of Interim Report of the Main Study	On completion of 50% of field work
10	Completion of fieldwork for the Main Study	Within 24 weeks from the date of commencement of the survey.
11	Data entry	Within 2 weeks of completion of field data collection. This activity has to be concurrent with the fieldwork.
12	Completion of Data Analysis	Within 2 weeks from completion of data entry work.
13	Preparation and submission of Draft Report	Within 2 weeks of completion of Data analysis work.
14	Presentation of the Draft report before the Commission.	Within 1 week of submission of the draft Report/On the date communicated by the Commission.
15	Preparation and submission of Final Report	Within 2 weeks of completion of conveying the required modifications/improvements.
16	Sub Total (Completion of Phase II - Main Study)	Within 36 weeks
17	Grand Total (Completion of entire Study)	Within 53 weeks

7. PAYMENT SCHEDULE

7.1 Payment Schedule for the Study

The payment Schedule is given in the table 7.1.

Table 7.1

MILESTONE	PAYMENT (% BREAKUP)
Initial payment for execution of Phase I against submission of a separate Bank Guarantee of the same amount	10%
Submission of Pilot report	10%
Commencement fee for executing the Phase II against submission of another Bank Guarantee of the same amount	30%

MILESTONE	PAYMENT (% BREAKUP)
Acceptance of Interim Report on completion of 50% of the fieldwork.	20%
Acceptance of Draft Report by the Commission.	15%
Acceptance of Final Report by the Commission.	15%

8. GUIDELINES FOR SUBMISSION OF PROPOSAL

8.1 Technical Proposal

In preparing the Technical Proposal, Agencies are expected to examine the documents/requirements listed in comprising this RFP in detail. The Technical Proposal shall include the following information:

(Formats are provided in **Annexure 2**)

a. Letter of Transmittal **Format "B"**, duly signed by authorized signatory. Please attach the Power of Attorney for the authorized signatory.

b. Outline of relevant experience of the Agency on works of a similar nature with details of past experience and current work in hand in the **Format "C"**. Copy of Work Order/ Completion Certificate shall be attached for each of the assignments.

c. Agency shall provide brief detail of the human resources to be deployed for the proposed Study. The following information may be provided:

   i. Qualification and experience of key personnel and their role in the proposed Study/survey shall be given in the **Format "D"**.

   ii. A description of the manner in which agency would plan to execute the work. It should include approach, methodology and detailed work plan for carrying out the Study/survey in the **Format "E"**.

   iii. Any comments or suggestions on the Scope of Work and Implementation Schedule in the **Format "F"**.

8.2 Financial Proposal

a. The financial quotes should cover the entire cost of Study/survey including all resource cost, training of resource persons, field work, data entry, data analysis, preparation of reports, travels allowances, etc.

b. The cost quoted should be inclusive of all taxes.

c. The financial bid should be submitted as per the format shown at **Annexure 3**.

9. EVALUATION OF PROPOSAL

An Evaluation Committee formed by CCI would examine both the technical and financial bids based on the details provided in this RFP.

9.1 Technical Evaluation

Technical Evaluation shall be carried out based on the following criteria:

Table 9.1

Sl. No.	Evaluation Item	Marks
1	Organization/Agency Profile	20
2	Proposed Approach, Methodology and Work Plan	40
3	Team Composition	40
	Total	**100**

9.2 Detailed Evaluation Criteria

The detailed evaluation criteria in respect of the above items are given below.

9.2.1 Organization Profile (20 marks)

a) Years in Existence (4 marks)

Year	Marks
3-5 years	2
More than 5 - upto 10 years	3
More than 10 years	4

b) Number of Projects in Health, Demography and Pharmaceutical Sector (8 marks)

No. of Projects	Marks
02-Mar	6
04-May	7
More than 5	8

c) Average Financial Turnover (8 marks)

Rs. In Lakhs	Marks
50-100	6
101-150	7
More than 150	8

9.2.2 Approach, Methodology & Work Plan (40 marks)

Description	Marks
Understanding of Terms of Reference and Scope of Work	5
Strategies for Quality Control	5
Appropriateness of Approach & Work Plan with the deliverables	15
Outline of questionnaires for different sample units	15

9.2.3 Team Composition (40 marks)

Description	Marks
a) Team Leader – Medical Professionals	10
b) Co-Team Leader- PhD Statistics/ Economics/ Social Science	8
c) Core Team Members-	
(i) Pharma Graduates	4
(ii) Radiology Graduates	4
(iii) Diploma in Lab Technology	4
d) Size of Field Team- Social Science Graduates	10

9.3 Selection Process

The evaluation of bids would be based on QCBS (Quality & Cost Based Selection) wherein the technical score would be given a weightage of 70 and financial score of 30.

A three-stage procedure shall be adopted in evaluating the proposals:

(I) The pre-qualification bids submitted would be evaluated at first. The bids meeting the pre-qualification/eligibility criteria would be eligible for technical evaluation. Any proposal not complying with the requirements of pre-qualification criteria will not be processed further.

(II) The technical bids of the agencies meeting the pre-qualification criteria would be evaluated. In order to assist CCI in evaluation of bids, the agency will have to make a presentation on the technical bid submitted at CCI office as per the schedule provided in this RFP. Based on the technical proposal submitted and the presentation on the same made by the agency, the technical bid would be evaluated out of a total score of 100 points/marks. The technical bids/proposals scoring at least 70 points/marks would be considered for financial evaluation. A technical proposal failing to achieve 70 marks shall be rejected.

(III) In the third stage, financial proposals of those who have qualified the Technical screening would be evaluated and ranked to determine L1.

(IV) Points obtained by the Agency for both Technical (70) as well as Financial (30) scores would be clubbed for the final selection.

Total Score = 0.70 x Technical Score + Financial Score x 0.30

Where, Technical Score = $[(T/T_{high}) \times 100]$ and;

Financial Score = [(L1/L) x 100]

T_{high} = The highest Technical Score achieved by a bid among all the responsive bids.

T = The total Technical Score awarded to the Agency.

L1 = Lowest Financial Bid,

L = Financial Bid of the Agency

(V) The agencies will be ranked based on their Total Score and the agency scoring the highest points shall be selected.

(VI) In case CCI is unable to finalize the service agreement with the agency ranked first, CCI may proceed to the next ranked agency, and so on until a contract is awarded.

(VII) CCI will not notify the agencies whose proposal did not meet the minimum requirement of technical qualifying marks and simultaneously notify the Agencies who have obtained the technical qualifying marks. The notification will be sent by a registered post/Fax/email

9.4 Award of Contract

- The evaluation committee will determine whether the financial proposal/information is complete in all respects and the decision of the evaluation committee shall be final.
- The proposal will be valid for 90 days from the date of submission; CCI will make its best effort to select the agency within this period.
- Cost of preparing the proposal and incidental expenses shall be borne by the agencies and CCI will in no case be responsible or liable for these expenses regardless of the conduct or outcome of the bids.
- On completion of the process of selection, the agency selected shall be awarded the contract of survey by issuing the letter of intent (LOI). The date of issue of LOI shall be the deemed date of commencement of the assignment and shall be completed as per the period stipulated in the contract. Within 30 days of issuing of LOI, the agency should execute an agreement with the CCI.
- The successful agency cannot sublet the assignment to other individual/firms/organizations except with the due permission of CCI in writing.
- The fee will be subject to taxes, cesses, etc. as per the applicable Indian laws.
- CCI shall negotiate with the selected Agency in case there is change in the scope of the Study.

Information/clarification, if any required, may be obtained through email (pharmastudy@cci.gov.in).

10. SUBMISSION OF BIDS

The agency shall submit a sealed envelope consisting of all the bid documents. Bids must consist of the following:

a. Pre-qualification, bids should be sealed by the agency in separate envelope duly superscripted as “Pre-Qualification Bid - Engagement of an agency for conducting a Study on the Pharmaceutical and Health Care Sector”. This envelope should contain all the documents mentioned in Table 5 of the RFP document.

b. The Technical & Financial bids should be sealed by the agency in separate envelope duly superscripted as "Technical Bid - Engagement of an Agency for conducting a Study on the Pharmaceutical and Health Care Sector" and "Financial Bid - Engagement of an Agency for conducting a Study on the Pharmaceutical and Health Care Sector" respectively.

c. All pages of the Technical and Financial Bid shall be duly signed by the authorized signatory of the agency before submission. Corrections, if any shall be counter signed. The agency should submit the Technical Bid in the prescribed Performa (Annexure 2) and Financial Bid in the prescribed Performa (Annexure 3) only, failing which the offer shall be summarily rejected.

d. All these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly superscripted as "Proposal for the engagement of an Agency for conducting a Study on the

Pharmaceutical and Health Care Sector" and addressed to Deputy Director (FA), Anti-Trust Division II, 3rd floor, office of the Competition Commission of India, Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi – 110 001.

e. Sealed bid as per procedure prescribed in above mentioned paras shall be submitted either by post/with acknowledgement due or in person. Tenders can be dropped in the tender box kept at **CCI Reception, 3rd Floor, H.T. House, Kasturba Gandhi Marg, New Delhi** on or before the given date and time.

11. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS OF RFP

a. The proposal along with all the correspondence and documents relating to the RFP exchanged by the Agency and CCI shall be written in English language.

b. **Amendments to the tender:** CCI reserves every right to amend any of the tender conditions or a part thereof before the last date for the receipt of the tender, if necessary. Amendments, if any, would be put on the website of the Commission. The decision of extending the due date and time for the submission of tender documents on account of amendments will be the sole discretion of CCI.

c. CCI reserves the right to cancel the RFP at any stage without assigning any reason.

d. **Earnest Money Deposit (EMD):** The agencies should furnish an Earnest Money Deposit of Rs.1,00,000/- (Rupees One Lakh only) by means of Demand Draft/Banker Cheque drawn on any Nationalized Bank/Scheduled Bank payable in favour of the "**Competition Commission of India (Competition Fund) Account**" payable at Delhi. The Demand Draft/Banker Cheque for the earnest money shall be put in the envelope for the Prequalification Bid as the technical and financial Bid would be opened only in respect of those agencies who qualify the prequalification criteria. The Tenders received without the EMD will be summarily rejected. In the case of successful agencies, the EMD will be adjusted towards the Performance Security to be payable on award of work. In case of unsuccessful agencies, the EMD will be refunded within a reasonable time. The amount remitted towards EMD is liable to be forfeited in the case the agency resiles from his offer after submission of the tender or after the acceptance of the offer by CCI or fail to sign the contract or to remit the Security Deposit. No interest will be payable by the CCI on the Earnest Money Deposited/remitted.

e. **Performance Bank Guarantee (PBG):** The successful agency shall, at its own expense, deposit with CCI, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable PBG from a Nationalized/Scheduled bank acceptable to CCI, payable on demand, for the due performance and fulfilment of the contract by the agency.

This PBG will be for an amount equivalent to 10% of the contract value. All incidental charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the agency. The PBG may be discharged/returned by CCI upon being satisfied that there has been due performance of the obligations of the agency under the contract. However, no interest shall be payable on the PBG.

f. The PBG should remain valid till the period of 60 days beyond the date of completion of all contractual obligations.

g. In the event of extension of the contract period, the Performance Bank Guarantee (PBG) shall also be extended accordingly.

h. No proposal shall be accepted unless it is properly sealed.

i. The agency is advised to attach any additional information that is considered necessary in regard to establish the capabilities. No further information will be entertained after submission of application unless it is required by CCI. The CCI, however, reserves the right to call for additional information and clarification on information submitted by the agencies.

j. Proposals must be received by CCI, at the address specified not later than the date and time specified in the Invitation of RFP. In case the specified date for the submission of proposal being declared holiday by the CCI, the same will be received on next working day with the same specified time. Proposals received after the due date and time specified will automatically be rejected.

k. Sealed tenders received till **12.00 Hours on 23rd October, 2017** will be taken up for opening. Tenders received after specified date and time will not be accepted. CCI reserves the right to disqualify any of the tender in case it is not satisfied with the documents furnished or otherwise without assigning any reasons thereof. Any efforts by an agency to influence the CCI personnel or representative on matters relating to proposal under Study in the process of examination, clarification, evaluation and comparison of proposals and in decision concerning award of contract, shall result in the rejection of the Agency(s) proposal and also lead to blacklisting of the organization.

l. Failing to execute the contract Agreement within the said period may result in termination of contract and award of the same to other agency/agencies at the risk and cost of the Agency.

m. The person to sign the contract agreement shall be duly authorised.

n. The data, reports and other material used by the agencies during the conduction of the survey shall remain the property of the CCI. The Agencies will not be allowed to use this information in any forum, national or international, without the explicit permission given in writing by the CCI.

o. The RFP shall not bind the CCI in any manner whatsoever to offer any job to the applicant if it is decided to abandon the Study.

p. **Arbitration:** Should any dispute arise; it may be referred to a sole arbitrator appointed on mutual consent.

q. **Termination of Agency:** The CCI may at any time terminate the Contract Agreement by giving a written notice of one month to the Agency. Termination of contract will be without compensation to the Agency provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the CCI.

r. Failure to comply with the quality control procedure will invite suitable penalties.

s. Infrastructure support for Data collection and data entry shall be the responsibility of the agency.

t. Continuance of the Core Team members for the entire project period is strongly desired in order to ensure effective execution of the project. However, to take care of unavoidable circumstances, agency should have appropriate clause in their contract agreement to bind the outgoing member of the core team for at least one month to ensure proper handover, training and handholding to the newly appointed resource. In case of any attrition in the survey team, the agency would be required to ensure that the new staff is appropriately trained before putting them to the task.

u. Expenses for travel and stay of the officials from agency for attending meetings/discussions in NCR will have to be borne by the agency itself.

v. No extension of time in submitting the final report shall be allowed under ordinary circumstances. However, in the event that the selected agency is not able to complete the Phase I (Pilot Study) within 17 weeks from the date of issue of LOI and Phase II (Main Study) within 36 weeks from date of communication of undertaking Main Study, a formal request will be required to be submitted by the selected agency well in time, along with the status of the study, reasons for delay and further time sought to complete the work. Such a request will be decided upon by the Commission based on the merits of the case. The Commission may allow extension of time with penalty or without penalty. The decision of the Commission in this regard will be final.

w. If the Commission allows extension of time with penalty, a penalty of 1% of the contract value will be levied for delay of every 15 days. Penalty will be charged on pro-rata basis in case of delay for part thereof.

x. The Commission may on its own, extend the time for submission of report/ completion of the study/survey in view of unforeseen circumstances. The same will be communicated to the selected firm/institution/organisation. Any change in the terms would be subject to negotiation, and decision of the Commission would be final.

12. FACILITATION SUPPORT

The Commission will provide facilitation support through:

a. An authorisation letter

b. Letter from Ministry of Health and Family Welfare, Government of India

c. Letter from Department of Health, Government of NCT Delhi

d. Letter from Department of Health, Government of Haryana

e. Letter from Department of Health, Government of Uttar Pradesh

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13. ANNEXURES

Annexure 1 (A)

Statement of Average Turnover from Survey Related Activities

S. No.	Financial Year	Turnover (in Rs. Lakh)
1	2014-15	
2	2015-16	
3	2016-17	
4	Total Turnover for 3 Years	
5	Average Turnover for 3 Years	

SIGNATURE

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

Annexure 1 (B)

Performance Statement

Sl.	Description of work	Year	Value	Name and full address of the contract awarding body
1				
2				
3				
4				
5				

(Please use additional sheets if required)

SIGNATURE

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

Format A: Draft No-Conviction/Debarment Certificate *

To,

Deputy Director (FA),
Anti-Trust Division II
Competition Commission of India
3rd floor,
The Hindustan Times House
18-20, Kasturba Gandhi Marg
New Delhi-110001

Sub: No-Conviction/Debarment Certificate

We hereby declare that our agency has never been debarred or black listed or restricted to apply for any such activities by any Central/State Government Department or Court of law anywhere in the country in the past.

Yours faithfully,

Signature:

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

**On the letterhead of the agency*

Annexure 2

FORMAT FOR THE TECHNICAL PROPOSAL

Format B: Letter of Transmittal*

To,

Deputy Director (FA),
Anti-Trust Division II
Competition Commission of India
3rd floor,
The Hindustan Times House
18-20, Kasturba Gandhi Marg
New Delhi-110001

Dear Sir/Madam,

We, the undersigned, offer to provide the services for conducting Study on Pharmaceutical and Health Care Sector in accordance with your Request for Proposal (RFP) dated -------. We hereby submit our Proposal, which includes the Pre-Qualification bid, Technical Proposal and a Financial/ Commercial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements submitted in this Proposal are true and in case of any concealment, misstatement or misrepresentation contained herein may lead to our disqualification.

The quoted prices in the Financial Proposal are valid till three months from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

The quoted prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

We understand that The Competition commission of India is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

I confirm that I have authority of [Insert Name of the Agency] to submit the proposal and to negotiate on its behalf.

Yours faithfully,

Signature (in full and initials):
Name and Designation of the Authorised Signatory:
Contact no. of the Authorised Signatory:
Email ID. of the Authorised Signatory:
Name of Agency:
Address
Date:

**On the letterhead of the agency*

Format C: Outline of the Relevant Experience

Project Title: *(Attach separate sheet for each project)*	
Country: State:	
Name & Address of the Client :	Duration of Assignment :
Type of Survey:	Sample Size:
Start Date (month/year):	End Date (month/year):
Narrative Description of Project:	
Description of Actual Services provided by your staff within the assignment:	
Relevance of the assignment:	

* **Please attach copy of work order/completion certificate for each assignment.**

Signature:

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

Format D: Details of the Resource Persons/Team Composition

A. Details of Team Leader: (*Attach copy of the CV*)

Name		
Qualification		
Designation		
Years of experience		
Name of Research Institutions/ Public health/ Hospitals/ Medical Institutions/Pharmaceutical sector he/she has worked for:	**Period from …to ….**	**Description of role/responsibilities**

B. Details of the Team members: (*Attach copies of the CVs*)

Sl.	**Name**	**Qualification**	**Designation**	**Years of experience**	**Skill areas**
1					
2					
3					
4					
5					

(Please use additional sheets if required)

Signature:

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

Format E: Approach, Methodology and Detailed Work Plan*

a. Approach and Methodology – including plan of action, recruitment plan, monitoring plan, quality control, timeline etc.

b. Work Plan - including training plan, zone-wise plan of action etc.

** Please attach a separate sheet for work plan if space is not enough*

Format F: Comments and Suggestions on the Scope of Work and Implementation Schedule.

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Annexure 3

FORMAT FOR FINANCIAL BID

S. No.	Particular	Cost in Rupees (A)	
		In figures	In Words
1	Fee for professionals/Core Team		
2	Remuneration of field team		
3	Travel Expenses		
4	Data Entry and analysis		
5	Printing of questionnaires and reports		
6	Contingencies		
7	Sub Total		
8	GST		
9	Grand Total		

Signature:

Name and Designation of the Authorised Signatory:

Name of Agency:

Address:

SEAL of the Agency

Date:

LIST OF ANNEXURES AND FORMATS
