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Request for Quotes (RFQ)
for

**“Selection of NHA Empaneled
Beneficiary Facilitation Agency for
PM-JAY”**

RFQ No: SHA-109/2/2021-SHA-MD

Date of Publishing: 14/10/2022

Disclaimer

The information contained in this Request for Quotes (RFQ) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFQ: Request for Quotes) is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFQ.

This RFQ includes statements, which reflect various assumptions and assessments arrived at by the SHA (State Health Agency) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ may not be appropriate for all persons, and it is not possible for the SHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in the RFQ may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The SHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The SHA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ Document or arising in any way for participation in this Bid Process. The SHA also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFQ.

The SHA may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ. The issue of this RFQ does not imply that the SHA is bound to select or appoint a Bidder, as the case may be, for the Project and the SHA reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

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

About this RFQ

This RFQ is meant to invite Quotes from Beneficiary Facilitation Agencies (BFA) empanelled with NHA capable of delivering '**scope of work**' provided in the RFE No. SHA-109/2/2021-SHA-MDpublished dated 14/10/2022.

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1 Invitation to Quote

Imphal
Date: 13/10/2022

State Health Agency Manipur invites bids from interested NHA empanelled agencies to submit the quotes as per the terms, conditions and guidelines of this RFQ document to select the most competent and competitive Beneficiary Facilitation Agency for deploying Arogya Mitras in Public EHCPs under the PM-JAY scheme or converged scheme. The quotes should be submitted within 15 working days.

2 Fact Sheet

S. No.	Reference	Description
1.	RFQ number	SHA-109/2/2021-SHA-MD
2.	Name of purchaser	Chief Executive Officer, State Health Agency, Manipur
3.	Date of publishing of RFQ	14/10/2022
4.	RFQ Title	Selection of NHA Empaneled Beneficiary Facilitation Agency For PM-JAY
5.	Availability of RFQ document	SHA has published RFQ on 14/10/2022
6.	Method of selection	<ul style="list-style-type: none">Commercial Evaluation <p>The selection of the selected bidder shall be based on least cost system i.e. L1 method.</p>
7.	Date till which the RFQ response/bid should be valid i.e. period of bid validity	The bid quotation shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
8.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or before 21/10/2022, up to 04:00 hours. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure 1 (Template for Pre-Bid Queries) of the RFQ. The e-mail address for requesting clarification is: ceo.sha.man@gmail.com
9.	Bid submission	The last date and time for submission of Quote is 04/11/2022, on or before 1700 hours. The bidder's quotation needs to be submitted online at ceo.sha.man@gmail.com on or before the last date and time of submission.
10.	Currency	The bidder to state all costs in Indian Rupees only (₹).
11.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
12.	Date, Time and Venue for commercial bid opening	Date- To be announced later.

Bidder shall specify the zones for which they have been empanelled.

The empanelled agency can undertake activities as per the following tiers:

Sr. No.	Name of Empanelled agency	Zones empanelled with					Approved Tier
		South	West	North	Northeast	East & Central	
1	M/s Vidal Health Insurance TPA Pvt. Ltd	Yes	Yes	Yes	Yes	Yes	Tier 4
2	M/s The Byke Hospitality Limited	Yes	Yes	Yes	Yes	Yes	Tier 4
3	M/s Updater Services (P) Ltd.	Yes	Yes	Yes	Yes	Yes	Tier 4
4	M/s SLOGANTAGSZ Clear Display India Private Limited	Yes	Yes	Yes	Yes	Yes	Tier 3
5	M/s MD India Health Insurance Pvt. Ltd	Yes	Yes	Yes	Yes	Yes	Tier 2
6	M/s Medi Assist Insurance TPA Pvt. Ltd	Yes	Yes	Yes	Yes	Yes	Tier 1
7	M/s Writer Business Services Pvt. Ltd.	Yes	Yes	Yes	Yes	Yes	Tier 1

Scope of the work based on the turnover in last FY

Tier	Criteria	Scope allowed
Tier 4	Turnover* >50 crores and <= 100 crores	Can undertake work in such number of States/UT so that total number of empanelled hospital served by the agency across such States/UTs doesn't exceed 1,000 +20%
Tier 3	Turnover >100 crores and <=200 crores	Can undertake work in such number of States/UT so that total number of empanelled hospital served by the agency across such States/UTs doesn't exceed 2,000 +20%
Tier 2	Turnover >200 crores and <=300 crores	Can undertake work in such number of States/UT so that total number of empanelled hospital served by the agency across such States/UTs doesn't exceed 3,000 +20%
Tier 1	Turnover >300 crores	Can undertake work in such number of States/UT so that total number of empanelled hospital served by the agency across such States/UTs doesn't exceed 4,000 +20%

*Turnover of the bidder in the FY just preceding the year in which the State has floated the RFQ

Note- States can select more than one agency for the undertaking of work.

Zone wise States/UTs details are as follows:

South	West	North	Northeast	East & Central
<ul style="list-style-type: none"> • Andhra Pradesh • Karnataka • Kerala • Tamil Nadu • Telangana 	<ul style="list-style-type: none"> • Goa • Gujarat • Rajasthan • Maharashtra 	<ul style="list-style-type: none"> • Punjab • Haryana • Himachal Pradesh • Uttarakhand 	<ul style="list-style-type: none"> • Assam • Arunachal Pradesh • Manipur • Meghalaya • Mizoram • Nagaland • Sikkim • Tripura 	<ul style="list-style-type: none"> • Bihar • Jharkhand • Chhattisgarh • Uttar Pradesh • Madhya Pradesh • Odisha • West Bengal
<ul style="list-style-type: none"> • Puducherry • Lakshadweep • Andaman & Nicobar Islands 	<ul style="list-style-type: none"> • Dadra & Nagar Haveli, Daman & Diu 	<ul style="list-style-type: none"> • Jammu & Kashmir • Ladakh • Chandigarh • Delhi 		

3 About us

3.1 Ayushman Bharat PM-JAY

Ayushman Bharat PM-JAY, a flagship scheme of Government of India was launched as recommended by the National Health Policy 2017, to achieve the vision of Universal Health Coverage (UHC). This initiative has been designed so as to meet SDG and its underlining commitment, which is "leave no one behind". The scheme is being implemented in the state of Manipur as Ayushman Bharat Prandan Mantri Jan Arogya Yojana (AB-PMJAY).

Key features of PM-JAY

- World's largest health insurance/ assurance scheme fully financed by the government.
- Provides benefit cover of Rs. 5 lakhs per family per year, for secondary and tertiary care hospitalization across public and private empanelled hospitals in India.
- Over 10.74 crore poor and vulnerable entitled families (approximately 50 crore beneficiaries) are eligible for these benefits.
- Provides cashless and paperless access to health care services for the beneficiary at the point of service.
- Will help reduce catastrophic expenditure for hospitalizations, which pushes 6 crore people into poverty each year, and will help mitigate the financial risk arising out of catastrophic health episodes.
- No restrictions on family size, age or gender.
- All pre-existing conditions are covered from day one.
- Covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as diagnostics and medicines.
- Benefits of the scheme are portable across the country i.e. a beneficiary can visit any empaneled public or private hospital for cashless treatment.

Bidders are requested to visit <https://pmjay.gov.in/> for details.

3.2 About SHA

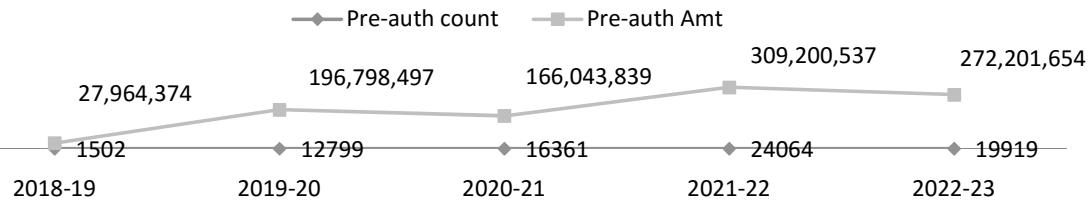
SHA Manipur is a society established in 25th July, 2018 to serve as designated State Health Agency and give additional managerial and technical capacity to the Health and Family Welfare Department, Government of Manipur for the implementation of Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) in Manipur. The names/designations of the First Members of the Governing Body of the Society to whom, by the rules and regulations of the Society is entrusted as required under Manipur Societies Registration Act, 1989, are as follows:

	Name/Designation	Position
1.	Hon'ble Chief Minister of Manipur	Chairperson
2.	Hon'ble Minister (Health & Family Welfare) of Manipur	Vice-Chairperson
3.	Chief Secretary to Government of Manipur	Member
4.	Administrative Secretary to Govt., Health	Member Secretary

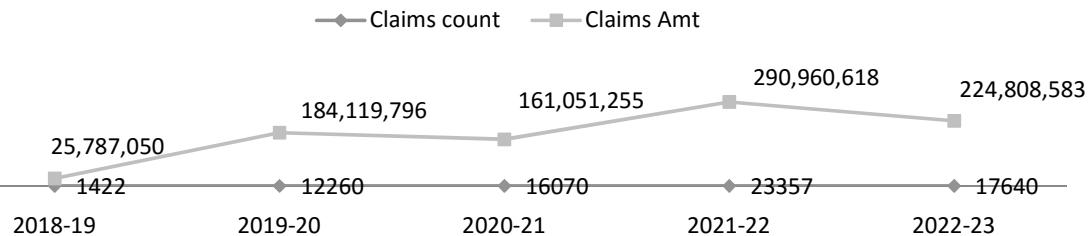
	& Family Welfare	
5.	Administrative Secretary to Govt., Finance	Member
6.	Administrative Secretary to Director, Planning	Member
7.	State Mission Director, NHM, Manipur	Member
8.	Director of Health Services, Govt., of Manipur	Member
9	Chief Executive Officer of SHA Manipur	Member

3.3 Yearly Pre-auth and claims trend

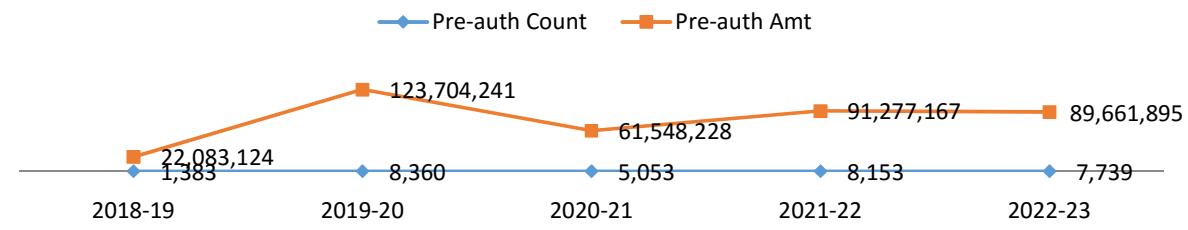
Public & private hospitals: Pre Auth count and Amount



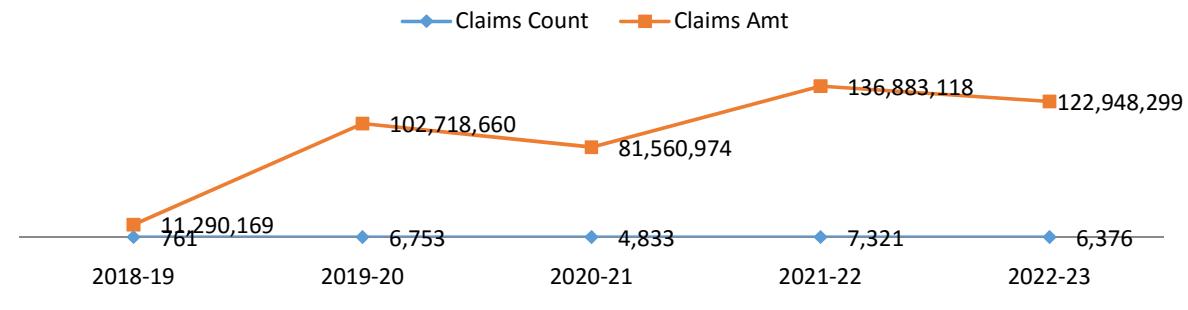
Public & private hospitals:Claims count and Amount



Public hospital-Pre Auth count and Amount



Public hospital-Claims count and Amount



4 Scope of Work

The SHA is inviting quotes from the agency (ies) empanelled by the RFE issued by NHA. The agency selected by SHA shall be required to execute an agreement with SHA as per the format provided. The Agreement shall contain detailed terms and conditions defining the rights and obligations of the parties. This being a service contract, the Selected Bidder shall be liable to pay penalties in case of deficiency in services or non-performance or poor performance by the Arogya Mitras deployed by the Selected Bidder.

4.1 Detailed Scope of Work

In pursuance of the aforesaid, SHA hereby invites bids from interested empanelled agencies to submit the quotes as per the terms, conditions and guidelines of this RFQ document to select the most competent and competitive Beneficiary Facilitation Agency for deploying Arogya Mitras in Public EHCPs, across various States/UTs in India under the PM-JAY scheme or converged scheme.

4.2 Roles and Responsibilities of Arogya Mitra

1. Arogya Mitra's play three main roles under PM-JAY. First a Trusted Partner of Beneficiaries, then a Representative of the authorities and finally a System Operator. The Arogya Mitra is the primary contact for the beneficiaries at every EHCP. An Arogya Mitra is responsible for the following broad areas-
 - a) Guiding the Beneficiary about the overall benefits under PM-JAY and providing information about receiving prompt treatment at Public EHCP;
 - b) Operating the Beneficiary Identification System to identify and verify the beneficiaries entitled under PM-JAY, the average transaction time for BIS is 02 minutes;
 - c) Operating the Transaction Management System such as submitting requests for Pre-Authorization, Updating Surgery/Treatment Details and Filing for Claims and replying to queries /additional information asked by the Insurance Company/SHA/ISA etc. The time required to submit pre-authorizations on TMS is 02 to 05 minutes. The time required to update surgery/treatment details is 02 to 03 minutes. It may be noted that this is the time required to operate and upload the documents on TMS. However, additional time would be required to collect information from patients/attendants or treating doctors etc. Further additional time will be required to respond to the queries at the time of pre-authorizations and claims submissions. Any medical information about the beneficiary should be provided based on information/document shared by officials of EHCP/Medco
 - d) Operating the Hospital Empanelment Module and filling up all required details in HEM in consultation and approval from EHCP. In addition, the Arogya Mitra shall also be required to update details of EHCP in HFR (Health Facility Registry) on regular basis. The Agency/PMAM shall be responsible for filling up the application form on HEM portal and updating information pertinent to hospital empanelment on behalf of the EHCP. Data entry on the Hospital Empanelment Module is a recurring activity and only periodic updates are required. It is not a daily activity unlike BIS/TMS transactions.
 - e) Ensure the privacy and confidentiality of personal and sensitive beneficiary information is maintained while operating IT systems under PM-JAY.
 - f) Collect feedback (in form) from beneficiary and upload the same on TMS while submitting claims

- g) PMAM should abide by the various operational and technical guidelines published by the NHA and amended from time to time. The recommended list of major documents/guidelines published by the NHA has been mentioned below. However, it is advisable that PMAM/MEDCO should be acquainted with all the SOP/Guidelines/User manuals released by the NHA/SHA and amended from time to time. The PMAM may also visit the following NHA website for further reading:
<https://pmjay.gov.in/resources/documents>
 - i. Guidelines on Process of Beneficiary Identification
 - ii. Claims Adjudication Manual 2.0 (edition, October 2020)
 - iii. Capacity Building Guideline
 - iv. Cyber Security and Privacy Strategy & NHA Data Privacy Policy 2.0 (edition, July 2020)
 - v. Field Investigation and Medical Audit Manual - April 2020
 - vi. Grievance Redressal Strategy (edition, October 2020)
 - vii. Health Benefit Package
 - viii. Self Help Guide for Public Hospital Empanelment under AB PM-JAY
 - ix. Beneficiary Empowerment Guidebook
 - x. Guidelines for portability services
 - xi. FAQs for Standard Treatment Guidelines
- 2. For ensuring timely access to medical care, PMAM shall be responsible for operating the Beneficiary Identification System (BIS) to identify, authenticate and verify the beneficiaries entitled under the AB PM-JAY and Transaction Management System (TMS) for pre-authorization, claim processing etc. as per the guidelines issued by SHA/NHA and amended from time to time
- 3. The Beneficiary(ies) will be identified by the ArogyaMitra using Aadhar and/or Ration Card and/or as may be specified by SHAs/NHA. Once successfully identified, the Beneficiary will be provided with a print of Ayushman Card which can be used as reference while availing benefits. The beneficiary identification process should be undertaken as per guidelines issued by NHA and amended from time to time.
- 4. Also, the ArogyaMitra (PMAM) should coordinate with EHCP and the agency engaged by NHA/SHA for hospital branding or any IEC related work. Further, s/he should also disseminate IEC material provided to him to the beneficiaries of the scheme visiting the hospital.
- 5. Role Arogya Mitras in Beneficiary Identification Process:
 - i. Carry out the process of beneficiary Identification procedure:
 - a. With the help of Aadhaar Card of the beneficiary if available.
 - b. In case of non-availability of Aadhaar Card, beneficiary identification can be carried out following such means as per the guidelines issued by NHA
 - ii. In case identification done by on non-Aadhaar basis take photograph of the beneficiary

Scan the identification documents as per the guidelines and upload the same on BIS portal

The ArogyaMitra, after uploading individual ID & Family ID submits the record to the approving authorities for further verification & approval. Such a record gets inserted into the database as a "silver record".

After verification, a PM-JAY ID will be generated. ArogyaMitra has to print and handover this Ayushman card to the beneficiary.

6. The PMAM shall be stamping all the IPD admission slips as either Ayushman Bharat Beneficiary or not. This shall be mandatorily done.

- i. Upon advice of the doctor admit the patient in the EHCPs with bio authentication.
- ii. Submit online pre-authorization along with bio-authentication. At the time of pre-authorization, a system generated document which shall contain the pre-authorization # and various guidelines/entitlements available to beneficiary shall be printed and given to him/her
- xii. Check the balance of PM-JAY beneficiary family wallet.
- xiii. Enter all the relevant details of package and other information as provided by the doctor and required at the PM-JAY IT platform.
- xiv. At the time of discharge again enter all the relevant details, duly filled feedback form & discharge summary in the PM-JAY IT platform along with bio authenticity of beneficiary.
- xv. Submit online claim in complete manner within prescribed time period.
- xvi. Carry out any other task as assigned by the concerned EHCP relating to admissions/cashless treatment under PM-JAY at the EHCP.
- xvii. Emergency care services shall be provided to beneficiary as per extant guidelines applicable in State/EHCP

7. Regarding claim submission:

- i. It is the responsibility of the PMAM to undertake all processes related to claim submission and processing and ensure that hospitals are reimbursed for the services provided
- ii. To collect, scan and upload all the necessary documents required for submitting the request for pre-authorization, updating surgery/treatment details, updating discharge/death summary and filing of claims. The PMAM should upload all medical information only with the consent of EHCP.
- iii. To ensure that the Beneficiary, from the time of pre-authorization to discharge, is getting all the benefits as per PM-JAY norms.
- iv. To liaison and coordinate with the MEDCO/Medical officer for collecting, scanning and uploading all the necessary documents required for submitting claim request.
- v. To ensure that all the facilities that the Beneficiaries requires are being rendered without charging any amount.
- vi. To verify discharge summary and follow-up details of the discharged beneficiaries.
- vii. To obtain beneficiary feedback from beneficiaries (post treatment) and upload the form along with the claim.
- viii. To immediately bring all grievances to the notice of Grievance Cell directly or through District Coordinator or by uploading grievances on the Central Grievance Redressal Management Portal.
- ix. To facilitate the EHCP in giving prior phone intimation to the concerned authority for carrying out the emergency surgeries.
- x. To track and report refund of any investigation amount collected in contravention to the Scheme Guidelines.
- xi. To report any irregularities or inadequacy noticed to the concerned supervisors.

- xii. PMAM should co-ordinate to collect and upload all replies to all the queries raised by the claim processing officials on TMS
 - xiii. PMAM should co-ordinate with beneficiaries to collect any information, if required for claim submission or processing
8. Role of PMAM related to Hospital Empanelment Module
- i. PMAM's deployed through BFA should be responsible for filling up the application form on HEM portal and updating information pertinent to hospital empanelment on behalf of the EHCP. This may happen under the overall supervision and concurrence of relevant officials at the EHCP. The PMAM should also update the hospital human resource details on system.
 - ii. Further, PMAM's deployed through BFA will also be responsible from time-to-time for uploading the details of the EHCPs and the doctors engaged therein on other platforms managed by NHA such as Ayushman Bharat Digital Mission. This activity may occur under the supervision of the relevant authorities and with the consent of the concerned entities/individuals.

1. The following events shall be deemed to be deficiencies in Service-
 - a) Rejection of pre-authorized/ approved claims due to wrong/ deficient uploading of documents by Arogya Mitras beyond the specified threshold
 - b) Non reply to the query raised by the Insurer/SHA related to pre-authorization/claim submission by Arogya Mitras
 - c) BIS-Impersonation, wrongful card generation, demanding money, document tampering and other unlawful acts.
 - d) TMS-Wrongful Preauthorization generation, claim submission, demanding money (commission), document tampering and other unlawful acts.
 - e) IT privacy and cyber security issues
 - f) Providing false information about the scheme, forced/deliberate OPD-IPD conversion and indulging in other forms of malpractice/unethical practice
 - g) Late submission of claim/ discharge files by Arogya Mitras
 - h) Wrong information in pre-authorization or claims processing by Arogya Mitras
 - i) Non-updating of hospital related data on HEM or ABDM platform
 - j) Non-compliance of labor laws and statutory compliance

4.3 Suggestive Deployment Schedule

The exact number of Arogya Mitras to be placed at each such Public EHCP shall depend upon the average case load per day and shall be at the discretion of SHA. Average case load per day is defined as Average no. of pre-authorizations approved per day. The suggestive deployment schedule of Arogya Mitras based on the average cases registered per day is given below-

1. Arogya Mitras will be placed at respective Public EHCP as specified by SHAs. The exact numbers of Arogya Mitras to be placed shall be dependent on the average case-load per day. The placement norms of Arogya Mitras based on average cases registered per day is given below:
 - a) 0-10 Cases – 1 ArogyaMitra
 - b) 10-20 Cases – 2 Arogya Mitras
 - c) 20-30 cases- 3 Arogya Mitras

d) Above 31 Cases – 4 Arogya Mitras

and so on....

2. However, agency will have a flexibility of variation up to 25% of case load per PMAM as long as the duties entrusted to PMAM are performed as per the contractual terms and conditions
3. Arogya Mitras may be deployed in various shifts to ensure 24 x 7 services to the beneficiaries. No beneficiaries should be denied treatment under scheme due to unavailability of PMAMs
4. SHA can revise the number/deployment schedule of Arogya Mitra's based on local conditions and situations; however, Beneficiary Facilitation Agency will have to ensure that services are available to the beneficiaries in the hospital at all times.
5. Agency shall ensure that necessary protection kits are provided to PMAMs as per extant covid-19 related protocols
6. Number of public EHCPs under PM-JAY in the State:

Sl.No	Name of District	No. of Public Hospitals	No. of Medical College	Total no. of hospitals where PMAMs have to be deployed
1	Bishnupur	3	0	3
2	Chandel	2	0	2
3	Churachandpur	2	0	2
4	Pherzawl	1	0	1
5	Imphal East	2	1	3
6	Imphal West	4	1	5
7	Jiribam	1	0	1
8	Kakching	2	0	2
9	Kamjong	1	0	1
10	Ukhrul	1	0	1
11	Senapati	3	0	3
12	Kangpokpi	2	0	2
13	Tamenglong	1	0	1
14	Noney	1	0	1
15	Thoubal	5	0	5
16	Tengnoupal	2	0	2
		33	2	35

7. The requirement of Arogya Mitras may increase or decrease during the period of the Agreement, therefore, the Bidders should quote their Financial Bids accordingly. In case of any increase/decrease in requirement, the Beneficiary Facilitation Agency shall be required to deploy/remove Arogya Mitras. The payment shall be made on actual no. of Arogya Mitras deployed in any month.
8. There shall be PMAMs deployed in the hospital who shall be required to report for work at scheduled time and shall be available throughout the hospital's operation hour. In the event, any PMAM is required to take leaves, he/she shall inform the SHA, concerned EHCP well in advance and under such situation, the BFA shall make alternate arrangement by providing a substitute person (possessing the requisite qualifications) to discharge the responsibilities of such PMAM during his/her absence. However, any ArogyaMitra who

remains absent from duty on a particular day or comes late to duty or leaves the duty early without prior permission or intimation, shall have to bear a penalty of Rs.200/- (Rupees Two Hundred) per such occasion of default by such PMAM which in turn shall be deducted from the payment of the BFA.

9. If any PMAM fails to carry out any of the responsibilities assigned to him/ her in an satisfactory manner or neglects his/ her duty or there are complaints of rude behavior or harassment from patients or the Public EHCP; or the ArogyaMitra remains away from his seat for long hours without any reason, then his/ her service shall be withdrawn immediately. In such a case, the BFA shall provide a substitute person who is competent, as per Service Level Agreement.
10. The BFA shall provide a substitute well in advance against the PMAM who is leaving the job due to his/ her own personal reasons and shall ensure a minimum overlap of 15 days between the incumbent and incoming PMAM. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
11. The BFA shall maintain the attendance details of all the PMAMs in the electronic form and shall provide real time access to the SHA for tracking the attendance.

4.4 Minimum Qualification and Requirements

The requisite qualifications essentially required to be met by each candidate to be placed as ArogyaMitra is specified as below-

Note- Prior to deploying the candidates as ArogyaMitra's at Public EHCP, the Beneficiary Facilitation Agency shall provide requisite training to them as per the training material and modules prescribed by SHA and National Health Authority and easily available on their respective websites, so that they are able to discharge their responsibilities effectively and efficiently. They must have completed the PradhanMantriArogyaMitra Training Course and passed the respective online course exam/certification within 90 days of deployment. For the training session of the agency, training details and schedule shall be provided by SHA to BFA and SHA may customize the training requirements as per the local conditions.

The PradhanMantriArogyaMitra's (PMAMs) will be selected based on the following criteria:

1. Candidate should hold a Graduate degree in any stream with age <45 years
 2. Preference should be given to such candidates possessing healthcare background
- Completed the PradhanMantriArogyaMitra Training Course and passed the respective course exam/certification within 30 days of deployment. Further, suitable replacement should be immediately provided.
3. Possessing fluent communication skills in Hindi/ English. Should be able to speak, read and write local language of the State/ region
 4. Having adequate functional computer literacy which shall include understanding of Microsoft Office Suite and navigating through Internet Portals
 5. The Beneficiary Facilitation Agency (BFA) shall ensure that the candidates deployed as Arogya Mitras under this Tender Document are competent, trained, have good communication skills & command over local language, are always helpful and polite while dealing with the patients & their family members.
 6. The Beneficiary Facilitation Agency shall at its cost and expense be responsible for providing the requisite equipment required by Arogya Mitras to perform their roles & responsibilities under this Tender Document. Such equipment shall be installed at the Help Desk to be set up at the designated space to be provided by the Public EHCP from where the Arogya

Mitras shall render services to the Beneficiaries under the Scheme (the "ArogyaMitraSahayta Kendra"). The Agency shall also be responsible for its maintenance and replacement in case of any defect or problem. However, expenses on account of electricity and internet connectivity shall be borne by the Public EHCP only. The Furniture shall be of the Public EHCP. The list of the equipment required to be installed by the Beneficiary Facilitation Agency at each EHCP is as follows-

- a. Requirement of Computer/ laptop with the latest browser.
 - b. There shall be no requirement of dual monitor desktop;
 - c. QR Code Scanner;
 - d. Appropriate document scanner with an option for color and gray-scale scanning may be provided
 - e. Printer to print the Ayushman card and at empaneled hospitals, Ayushman Card to be printed on A4 size paper
 - f. Web camera for photos;
 - g. Device for fingerprint and Iris biometrics
 - h. Stamp "Ayushman Bharat PM-JAY Beneficiary" and "Non Ayushman Bharat PM-JAY Beneficiary" or as per the name of the scheme in the state
 - i. Ink pad and its refill for stamping the IPD admission slip
 - j. Any other material required to meet the job role of Arogya Mitras.
7. BFA must ensure maintenance of various hardware (Desktop, printer, QR scanner etc.) and other consumables and replenish the same on periodic basis.
 8. BFA must ensure to impart soft-skills training to all the PMAMs deployed at various EHCP.
 9. For all intents and purposes, the Arogya Mitras deployed shall be deemed to be employees of the Beneficiary Facilitation Agency and are to be placed simply at various Public EHCPs on secondment basis for providing services in accordance with the scope and terms and conditions of this RFE or as may be specified by SHAs while issuing RFQs
 10. The Beneficiary Facilitation Agency shall be the "Principal Employer" within the meaning of different Statutes in respect of the Arogya Mitras deployed by it. Such Arogya Mitras shall not have any claim, monetary or otherwise, whatsoever against SHA/NHA or the concerned Public EHCP where deployed and there shall be no employer and employee relationship between the Arogya Mitras and SHA/NHA or the concerned Public EHCP. Further, SHA/NHA and/ or any Public EHCP shall not be responsible for any financial loss or any injury caused to any ArogyaMitra deployed by the Agency while performing their duties/ works, or for payment of any compensation whatsoever
 11. The agency and PMAM shall be solely responsible for any act of commission or omission by the PMAM or the Agency.
 12. The BFA shall make adequate enquiries about the character and antecedents of the candidates before deploying them as Arogya Mitrasso as to ensure that they not have any adverse Police records/criminal cases pending against them. Upon request from SHA or Deputy Medical Commissioners (DMC) or Senior Medical Officer (SMO) of any Public EHCP, the Beneficiary Facilitation Agency shall have to furnish proofs of identity like recent photograph, AADHAR Card etc. The Beneficiary Facilitation Agency shall withdraw such employees immediately who are not found suitable for any reasons by the SHA and provide suitable replacement in exchange thereof
 13. The Agency shall replace the PMAM if the concerned EHCP gives in writing to the SHA regarding any mis-conduct, violation of integrity and/or abuse of position.
 14. The Arogya Mitras deployed by the Service Agency shall neither claim nor shall be entitled to the pay, perks and other facilities admissible to regular/ confirmed employees of the

SHA/NHA and/ or any Public EHCP during the currency or after expiry of the Service Agreement. An undertaking from the Arogya Mitras deployed to this effect shall be submitted by the Agency to the SHA. In case of termination of the Service Agreement and/or empanelment agreement with NHA due to efflux of time or otherwise, the Arogya Mitras deployed by the Beneficiary Facilitation Agency shall not be entitled to and shall have no claim for absorption in regular or other capacity. However, SHA or the EHCP may decide to continue them as PMAM either by engaging them directly or through a 3rd party, provided such PMAM expresses his/her willingness to take up the task on contractual basis. Any such decision to either continue or discontinue the services of such PMAM will be at the sole discretion of SHA or EHCP.

15. The Beneficiary Facilitation Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to Arogya Mitras deployed. The Public EHCPs or SHA/NHA shall, in no way, be responsible for settlement of such issues whatsoever.
16. The Beneficiary Facilitation Agency shall appoint one responsible person to act as the District Nodal Person at each district level. Such District Nodal Person shall be responsible for regular coordination with all the Public EHCPs, the Project Manager of the Agency placed at SHA office and the Arogya Mitras within that district. He shall also ensure dedicated performance of duty by the Arogya Mitras deployed at Public EHCPs and smooth provision of Services by the Beneficiary Facilitation Agency under this RFQ and Service Agreement.
17. The Beneficiary Facilitation Agency shall also appoint one senior person to act as the Project Manager who shall sit in the office of SHA. All the District Nodal Persons shall report to the Project Manager who shall be responsible to administering the Service Agreement on behalf of the Beneficiary Facilitation Agency (Refer to Annexure IV regarding the roles and responsibilities of resources to be deployed under this contract).
18. The Beneficiary Facilitation Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities covered under this Agreement to any other agency or organization by whatever name be called.
19. The monitoring of the working of Arogya Mitras shall be done by the SHA. However, they shall report on every working day to the concerned EHCP only and attendance shall have to be marked everyday by Arogya Mitras at EHCP. Arogya Mitras have to be deployed for such hours in so many days of the week for the hospital in which he/she is deployed as PMAMs operates. This is subject to statutory regulations on number of working hours.
20. The agency must notify the EHCP/IC/ISA/SHA regarding change/transfer/discharge of PMAM and should furnish detailed information about any replacement. The same should be done well in advance.
21. The BFA shall pay applicable minimum wages to the PMAM as provided for the level of semi-skilled labor. Further, benefits under all applicable labor laws and statutory compliances such as ESIC, EPF etc. should be ensured. The payment to the PMAM should be made through bank transfer. SHA is at liberty to verify/audit compliance in this regard. Any violation of this clause may be treated as service deficiency.

4.5 Service Levels

The following service levels shall be applicable:

Transaction Management System (TMS) and Beneficiary Identification System (BIS)

Table 1: Transaction Management System (TMS)					
#	Service level	Definition	Measurement criteria	Baseline	Applicable penalty
1	On-boarding of all PMAMs at respective EHCPs as communicated by SHAs	Commence the service as per # of resources, scope of work indicated in the work order	Within 15 days as per schedule given by SHA Target: 15 days or less OR as may be specified in the RFQ issued by SHAs	Within 15 days	Nil
				Delay beyond 15 days	₹1,000/- per day per person () for the number of days.
				Deployment of >=10% of resources delayed by >30 days from date of Work Order	SHA may exercise its right to terminate the contract
2	Replacement of PMAM. Outgoing PMAM to exit only when proper handover, KT is done with the incoming PMAM.	Replacement of PMAM on being asked by SHA	Within 30 days of such request by SHA Target: 30 days or less OR as may be specified by SHA	Delay of every day beyond 30 days	If the PMAM is provided beyond the stated 30 days target- ₹ 2000/- per day per person for the number of days of delay
				Delay Beyond 30 days in more than 10 cases in 3 consecutive months	SHA may exercise its right to terminate the contract
3	Pre-Auth initiation after Patient Registration	Timely initiation of pre-authorization	<ul style="list-style-type: none"> Pre-authorization should be initiated within 48 hours post registration 	<= 48 hours post registration	No penalty
				Beyond 48 hours/auto rejection	₹ 5,00 per case basis

Table 1: Transaction Management System (TMS)

#	Service level	Definition	Measurement criteria	Baseline	Applicable penalty
			<p>n</p> <ul style="list-style-type: none"> • 1st reminder after 24 h • Auto rejection after 48 hrs. <p>New registration shall be initiated once rejection due to non-initiation of pre-authorizations.</p> <p>This will be applicable only if beneficiary avails treatment under the scheme.</p>	<p>New registration not initiated after auto rejection</p> <p>If cumulative count of such incidents is reported in more than 10 cases</p> <p>If such incidents are reported from more than 2% of hospitals in the State, where agency has entered into a contract.</p>	<p>50% of expected pre-auth value subject to maximum ₹ 5,000 per case basis</p> <ul style="list-style-type: none"> • Penalty as per delay • Replacement of PMAM <ul style="list-style-type: none"> • Penalty as per delay • SHA may exercise its right to terminate the contract
4	Response on PPD Query	Responding to query by PPD	<ul style="list-style-type: none"> • Reminders after 24th hour, 48th hour, auto reject after 72 hours due to non-submission of PPD Query. • The rejected claim can be revoked by SHA on receiving proper justification from EHCP post 	<p><= 48 hours</p> <p>>= 48 hours and <= 72 hours</p> <p>>= 72 hours/ auto rejection</p> <p>If cumulative number of cases where PMAM delays submission of query beyond 72 hrs>10</p>	<p>No penalty</p> <p>₹ 500 per case per query basis</p> <p>50% of expected pre-auth value subject to maximum ₹ 5,000 per case basis</p> <ul style="list-style-type: none"> • Penalty as per delay • Replacement of PMAM

Table 1: Transaction Management System (TMS)

#	Service level	Definition	Measurement criteria	Baseline	Applicable penalty
			<ul style="list-style-type: none"> 72 hours. The delay is attributable to the PMAM. The proof of delay on part of EHCP or other factors have to be provided by Agency. 	If such incidents are reported from more than 2% of hospitals in the State, where agency has entered into a contract	<ul style="list-style-type: none"> Penalty as per delay SHA may exercise its right to terminate the contract
5	Claim submission after discharge	Timely submission of claims post original discharge by EHCP (and not the discharge date entered in TMS).	Not later than 7 days post discharge	<= 7 days	No penalty
				> 7 days &<15 days	₹ 5,000 per case basis
				Non submission of claim beyond 15 days in more than 5 cases in a month	<ul style="list-style-type: none"> Penalty as per delay AND Replace the PMAM
				Non submission of claim beyond 15 days in more than 2% of hospitals in a month	<ul style="list-style-type: none"> Penalty as per delay SHA may exercise its right to terminate the contract
6	Response on CPD query	Responding to query by CPD	<ul style="list-style-type: none"> First auto reminder after 1 day, 3 days and auto reject after 7 days due to non-submission of response to CPD 	<= 2 days	No penalty
				>=2 days and <=3 days	₹ 500 per case per query basis
				>3 days and <7 days	₹ 1000 per case per query basis
				>=7 days	₹ 10,000 per

Table 1: Transaction Management System (TMS)

#	Service level	Definition	Measurement criteria	Baseline	Applicable penalty
			<p>Query.</p> <ul style="list-style-type: none"> The rejected claim can be revoked by SHA after receiving proper justification from EHCP post 7 days. PMAM to give due justification for such rejected claims. The delay is attributable to the PMAM 	<p>and < 15 days and resubmission within 15 days</p> <p>Non re-submission of claim beyond 15 days in more than 5 cases in a month</p> <p>Non resubmission of claim beyond 15 days in more than 5 cases in more than 2% of hospitals in a month</p>	<p>case per query basis or twice the deduction in the claim amount payable to the hospital; whichever is higher</p> <ul style="list-style-type: none"> Penalty as per delay AND Replace the PMAM <ul style="list-style-type: none"> Penalty as per delay SHA may exercise its right to terminate the contract
7	Forced conversion	OPD-IPD	Deliberate conversion of OPD case to IPD case intended for wrongful utilization of the scheme	<p>If any PMAM is found to be indulged in deliberate conversion of OPD cases to IPD cases in exchange of financial gains, personal favors or due to any other reason.</p> <p>If PMAM deliberately converts the cases into OPD three times</p> <p>If such incidents</p>	<p>Conversion of OPD into IPD; Upto two cases</p> <ul style="list-style-type: none"> Applicable penalty AND Replace the PMAM <ul style="list-style-type: none"> Applicable penalty

Table 1: Transaction Management System (TMS)

#	Service level	Definition	Measurement criteria	Baseline	Applicable penalty
				are reported from more than 2% of the hospitals in the State with which agency has entered into contract	<ul style="list-style-type: none"> • SHA may exercise its right to terminate the contract
8	Booking of false preauthorization/submitting false claims	Booking of case for which beneficiary has not availed the treatment or up coding of Health Benefit Package (HBP) on TMS portal.	If any PMAM is found to be indulged in booking of false preauthorization or submitting false claim in exchange of financial gains, personal favors or due to any other reason	Booking false pre-authorization or submitting false claim; upto two cases Three such incidences by the PMAM If such incidents are reported from more than 2% of the hospitals in the State with which agency has entered into contract or 2% of the total claim submitted by the agency	Penalty amounting to five times of the claims value of that particular case submitted shall be imposed on the BFA/Agency along with issuance of strict warning. <ul style="list-style-type: none"> • Applicable penalty AND • Replace PMAM <ul style="list-style-type: none"> • Applicable penalty • SHA may exercise its right to terminate the contract

Table 1: Transaction Management System (TMS)

#	Service level	Definition	Measurement criteria	Baseline	Applicable penalty
9	Issuing Ayushman card to non-entitled person	Issuing Ayushman card to a non-entitled person or issuing Ayushman Card by violating the BIS guidelines or falsifying the documents or fudging the identity to issue card to ineligible person		Upto 5 Ayushman card issued to non-entitled person	<ul style="list-style-type: none"> • Penalty of Rs ,500/- for every fake card generated • Recovery of 3 times the claim amount raised or paid
				Beyond 5 such instances of Ayushman card being issued to non-entitled person	<ul style="list-style-type: none"> • Penalty of Rs 2,000/- for every fake card generated • Recovery of 3 times the claim amount raised or paid • Replacement of PMAM • FIR against PMAM
				If more than 2% of PMAM are indulged in the fraudulent practice of issuing Ayushman card being issued to non-entitled person	<ul style="list-style-type: none"> • Penalty of Rs 2,000/- for every fake card generated • Recovery of 3 times the claim amount raised or paid • Replacement of PMAM • FIR against PMAM& agency

Note:

1. During the release of payment to the agency, if the total penalty is exceeding 25% of the amount payable in the payment cycle (<<monthly/quarterly>>), SHA may exercise its right to terminate the contract.

2. In case total penalties leviable against one invoice exceeds 10% of the total invoice amount, the total penalties will be capped to 10% of the invoice amount.

4.6 Other Penalties and Related Provisions

TMS

1. **Issuance of 'Show cause' to errant BFA:** Based on the audit of the BFA, if the State Health Agency/ Insurance Company believes that there is clear evidence of BFA indulging in malpractices/unethical practices or does not have adequate infrastructure/specialist manpower or has misrepresented facts for empanelment under the scheme, a show cause notice shall be issued to the BFA.
2. **Suspension and Blacklisting of BFA:** For the BFA which have been issued show cause notice or if the IC/SHA/NHA observes at any stage that it has data/ evidence that suggests that the BFA is involved in any unethical practice or is not adhering to the major clauses of the MoU/contract with the Insurance Company/SHA or is involved in financial fraud related to treatment provided under the scheme, it may immediately suspend and/or blacklist the BFA from providing services under the scheme and a formal investigation shall be instituted.
3. **De-empanelment of BFA:** If the formal investigation conducted confirms that the BFA is indeed indulging in malpractices, the IC/SHA/NHA may de-empanel the provider after following the due process.
4. **Recovery of amount including penalties from BFA:** Once it is confirmed that the BFA has been indulging in malpractices/ misrepresentation of facts, recovery of excess amount paid to EHCP for fraudulent claims or illegal collection of money from beneficiaries as well as penalties levied depending on the severity of the offence, as described under de-empanelment Guidelines, shall be made from agency.
5. **Recovery:** SHA may recover payment made against wrongful claims or penalties imposed or illegal collection of money from agency for treatment provided under the scheme from errant BFA by any of the following means:
 - a. Adjusting against any amount due to BFA arising out of unpaid service fee.
 - b. Recourse available under MoU/contractual provisions
 - c. Recovery of the amount due (including penalties) as if it is a sum recoverable as an arrear of land revenue under provisions of the Revenue Recovery Act, 1890 and/or other relevant act(s).
6. **Legal and Punitive Action that can be taken against errant BFA:**
 - a. Suspension of BFA from PM-JAY scheme
 - b. De-empanelment of BFA from PM-JAY scheme
 - c. Actions like deregistration, cancellation of license of BFA under provisions and acts of State Govt. or any other relevant act of the Central Govt.
7. **Action under Criminal Law:** The criminal case (FIR) may be filed against the concerned under the relevant provisions of the applicable law.
8. **No appeal or revision against the order of recovery:** may be entertained by the competent authority unless minimum 50% of the amount ordered to be recovered is deposited by the BFA. These provisions should be included in all the agreements/MoU to be entered into with all BFA henceforth. This Guidelines shall also apply to existing MOUs/contracts signed between SHA/NHA and empaneled BFA and may be incorporated by way of an Addendum to the contract w.e.f. date of issuance of the Guidelines.

BIS

1. **Penal Action:** It is the responsibility of the SHA to ensure compliance with anti-fraud guidelines as regards penalties and action. An offence refers to each instance of fake card generation. Show cause notice should be served to Entities. In case of collusion show cause notice should be served to all entities and punitive/legal action should be imposed against all entities whose involvement is confirmed.

HEM and/or other platforms

- 1 If, on the basis of reliable information or an audit by NHA/SHA/EHCP, the PMAMs are found to be deliberately falsifying sensitive information such as PAN Card details, licenses of Doctors and Nurses, bank accounts etc. disciplinary actions will be initiated against them and any conniving entity/individual as per the contractual obligations between SHA and BFA. If the BFA is found to be conniving with PMAM, action will be taken against BFA.

4.6.1.1 DO's and DON'T's

DO's

- 1) BFA shall ensure adherence to all obligations mentioned in the contractual agreement with State Health Agency
- 2) BFA shall ensure that the deployed PMAMs adhere to the operational guidelines published by NHA/SHA/EHCPS and amended from time to time
- 3) BFA shall comply to all the key performance indicators and provide periodic reports as required by SHA.
- 4) BFA shall develop a mechanism for tracking the attendance of the PMAMs deployed at EHCPs. BFA shall further share such information with SHA on periodic including real-time basis
- 5) BFA shall develop a mechanism to track the productivity of individual PMAMs basis KPIs outlined by the SHA
- 6) BFA shall ensure that deployed PMAMs are paid their salaries and any other perks/incentives in a timely manner
- 7) BFA shall under the guidance of SHA establish a patient-feedback mechanism and incorporate the same into the appraisal of PMAMs. Further BFA will be required to share such information with both SHA and NHA.
- 8) BFA shall ensure that deployed PMAMs attend all capacity building sessions organized by NHA or SHA for the PMAMs. BFA shall further on a stand-alone, or under guidance of NHA or SHA conduct regular assessment of the PMAM's technical skills. Further, PMAM should complete the certification process as required by NHA/SHA. Otherwise, such PMAM should be suitably replaced.
- 9) The PMAM deployed by the BFA shall be solely responsible for updating the details on the HEM portal or any other platform maintained by NHA such as NDHM as per acceptable/extant norms/supervision. This activity must be completed in an accurate and time-bound manner. HEM allows for registration and approval of hospitals for empanelment. Hospitals registered on HEM portal are required to provide additional details from time to time. Features for Hospital Quality Assurance are also being made available in this system.

DON'Ts

- 1) The BFA or PMAM deployed by the BFA shall not engage in any corrupt, fraudulent, coercive, undesirable or restrictive practices concerning the AB PM-JAY beneficiaries or the scheme at large
- 2) The BFA/PMAM must not pass on sensitive information (classified information, data etc.) regarding beneficiary identification, treatment details or transaction management without prior permission of the SHA/NHA
- 3) The PMAM under no circumstance shall refer the PM-JAY beneficiary/patient at his own will. All referral if applicablemust be done following due consultation with the treating doctor/EHCP to the nearest empaneled hospital or non-empaneled higher centers if need be. The referral and linkage ofservices if provided must be documented meticulously.

4.7 Role of SHAs

1. Enter into an agreement via MoU or contract with the selected BFA(s).
2. Payments to agency as per the terms and conditions of their contract with the agency based on the invoice raised by the BFA(s) and after verification of the attendance
3. Maintain an Empaneled Health Care Provider (EHCP)-wise MIS database of all Arogya Mitras engaged by the selected BFA(s).
4. Utilizing the capacity development framework, SHA shall provide training on all aspects of PM-JAY to all the Arogya Mitras deployed through BFA(s)
5. Conduct periodic monitoring and evaluation of BFAs as per process laid down by SHA/NHA
6. Ensure quarterly performance review of deployed PMAMs are conducted by BFA in joint presence of nodal officers from SHA
7. Initiate disciplinary proceeding against errant PMAMs or even deployed BFA(s) in the event of irregularities as per the contractual provision/guidelines issued by SHA/NHA and amended from time to time.
8. Issue necessary instruction to the public hospital for providing necessary support to the empaneled agency in undertaking the contractual obligation.
9. SHA shall issue necessary guideline for the patients in public hospital to cooperate with the PMAM and provide him/her necessary information/document to verify the eligibility under the scheme.
10. Ensure that the agency empaneled as BFA doesn't have any conflict of interest
11. Inform NHA regarding any breach of contract or abuse of position by the empaneled agency.

5 Instructions to Bidders

5.1 Objectives of this RFQ

The State Health Agency (hereinafter to be referred as SHA), through this RFQ, invites Quotes from reputed firms (hereafter referred as 'Bidders') which meets the evaluation criteria and can deliver the scope specified in this RFQ.

5.2 General

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFQ.

2. The requirements of the RFQ shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. This RFQ supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of SHA.
5. SHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of SHA.
6. This RFQ document is non-transferable
7. The RFQ should not be used to market the bidder's product or services.

5.3 Availability of RFQ Document

SHA has published the RFQ on - Website of <<http://shamanipur.mn.gov.in>>

5.4 Bid Security

1. The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified in Annexure II of this RFQ and shall be liable as per the declaration.

5.5 Bid Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of quotation and in providing any additional information required by SHA to facilitate the evaluation process.

SHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This RFQ does not commit SHA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFQ.

All materials submitted by the bidder will become the property of SHA and may be returned completely at its sole discretion.

5.6 Consortium and Sub-Contracting

Neither subcontracting nor bidding as a consortium is **allowed** for implementation of any component under the scope of this project.

5.7 Debarment from Bidding

1. The bidder shall be debarred if they have been convicted of an offence –
 - a. under the Prevention of Corruption Act, 1988; or
 - b. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

2. A bidder debarred under Section 5.7(1) (a) above or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

5.8 Authorized Signatory and Authentication of Bids

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution.

5.9 Language

The Quote must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

5.10 Complete and Compliant Responses

1. Bidders are advised to study all instructions, forms, requirements and other information in the RFQ document carefully. Submission of the quotation shall be deemed to have been done after careful study and examination of the RFQ document with full understanding of its implications.
2. The response to this RFQ should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Quote non-compliant and the Quote may be rejected. Bidders must-
 - a. Include all documentation specified in this RFQ;
 - b. Follow the format of this RFQ and respond to each item in the order as set out in this RFQ;
 - c. Comply with all requirements as set out in this RFQ.

5.11 Late Bids

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in Fact Sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter. SHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. SHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission has to be **made electronically on** ceo.sha.man@gmail.com, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. SHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. SHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of quotation by issuing an addendum/corrigendum on <http://shamanipur.mn.gov.in> or by intimating all bidders who have participated in pre-bid,

in writing or through e-mail. In such case all rights and obligations of SHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

a) Quotation Submission Format

The entire quotation shall be strictly as per the format specified in this RFQ and any deviation may result in the rejection of the RFQ proposal. Refer Section 8 (d) Bid Submission Format for the format for Quote Submission.

b) Amendment of the RFQ

At any time prior to the deadline for submission of the quotations, SHA, for any reason, may modify the RFQ by amendment/corrigendum and it shall publish the same on <http://shamanipur.mn.gov.in>. Such amendments shall be binding on the Bidders. Bidders are requested to regularly visit <http://shamanipur.mn.gov.in> and check for themselves regarding any addendum/corrigendum issued to the RFQ. SHA shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the <http://shamanipur.mn.gov.in> for RFQ related updates/information.

c) Bid Validity

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. SHA may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests.

d) Right to the Content of Quotation

All bids and accompanying documentation of the bid quotation will become the property of SHA and will not be returned after opening of the bid quotations. SHA is not restricted in its rights to use or disclose any or all of the information contained in the quotation and can do so without compensation to the bidders. SHA shall not be bound by any language in the quotation indicating the confidentiality of the quotation or any other restriction on its use or disclosure.

e) Disqualification

The Quotation is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFQ:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming quotation;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Quotation is conditional and has deviations from the terms and conditions of RFQ.
4. The Quotation is received in an incomplete form;
5. The Quotation is received after the due date and time;
6. The Quotation is not accompanied by all the requisite documents;
7. The Quotation is submitted without the bid security declaration as per the format specified in the RFQ;

8. The information submitted in the quotation is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;

f) Limitation of Liability

Except in case of gross negligence or willful misconduct, Bidder's total liability shall be limited to the contract Value mentioned in all the SOWs/work order entered between SHA and the Bidder till the date on which such liability arises except in case of breach of indemnifications obligations, confidentiality and security obligations.

Neither SHA nor the Bidder shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

g) Confidentiality

Information relating to the examination, clarification and any other purpose of the RFQ shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its quotation.

h) Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFQ, the SHA shall reject a quotation without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, SHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the PBG, as the case may be.
2. Without prejudice to the rights of SHA under clause above and the rights and remedies which the SHA may have under the Agreement, if a Bidder is found by SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFQ issued by SHA during a period of 3 years from the date such Bidder is found by SHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
9. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "Corrupt Practice" means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or

- after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or
- ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of SHA in relation to any matter concerning the Project;
 - a) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
 - b) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;
 - c) "Undesirable Practice" means
 - iii. establishing contact with any person connected with or employed or engaged by SHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
 - iv. having a Conflict of Interest; and
 - v. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

6 Right to Terminate the Process

1. SHA may terminate the RFQ process at any time and without assigning any reason. SHA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFQ does not constitute an offer by SHA. The bidder's participation in this process may result in short listing the bidders.

7 Conflict of Interest

1. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SHA shall forfeit and appropriate the PBG, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the SHA for, inter alia, the time, cost and effort of the SHA including consideration of such Bidder's Quotation, without prejudice to any other right or remedy that may be available to the SHA hereunder or otherwise.
2. SHA requires that bidders provide professional, objective, and impartial services and at all times hold the SHA's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidders shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the SHA.
3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a. The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Quotation of either or each of the other Bidder; or
 - d. There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidders will depend on the circumstances of each case. While providing services to the SHA for this particular assignment, the bidders shall not take up any assignment that by its nature will result in conflict with the present assignment; or
4. A firm hired to provide similar services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
 5. The bidding organization shall not be working as Insurance Company/ Implementation Support Agency or Third-party Agency or Ayushman Card Approver Agency or Audit Agency in the state. During the currency of this contract, selected agency shall not participate in the activities which shall be in conflict of interest with the role of BFA.
 6. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the SHA in continuation of this project or to any subsequent services performed for the SHA where the conflict of interest situation does not arise.
 7. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the SHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such quotations and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The SHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.
 8. The contract is awarded to such Bidder only which has no conflict of interest i.e. such Bidder should not be working as IC/ISA/TPA or Ayushman card approver agency or audit agency.

8 SHA's right to accept or reject any or all Quotations

SHA reserves the right to accept or reject any quotation, and to annul the tendering process /Public procurement process and reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for SHA action.

a. Pre-Bid Queries

Any clarification (pre-bid query) regarding the RFQ can be submitted to SHA as per the submission mode and timelines mentioned in Fact Sheet of the RFQ. The pre-bid queries must be submitted in the format as mentioned in Annexure I (Template for Pre-Bid Queries) of this RFQ, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by SHA. Further, SHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

b. Pre-Bid Meeting

SHA will organize a pre-bid meeting with the prospective bidders as per details provided in Fact Sheet and may respond to any request for clarifications on, and/or modifications of this RFQ. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

1. The representatives of the interested organizations shall attend the pre-bid conference at their own cost.
2. Only persons, duly authorized by the interested organization, will be allowed to participate in the pre-bid conference. A maximum of four (4) representatives shall be allowed to attend the pre-bid conference.
3. The authorized signatory of the bidder shall indicate to SHA the names of the individuals who will be attending the pre bid conference on behalf of the interested organization via an e-mail toceo.sha.man@gmail.com
4. The authorized representatives of the bidder as specified in point 3 should carry a valid proof of identification for verification before the commencement of the pre-bid conference.

c. Responses to Pre-Bid Queries and Issue of Corrigendum

1. SHA will endeavor to provide timely response to all the queries. However, SHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, SHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFQ document. Any modifications of this RFQ, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by SHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFQ.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on < >.
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, SHA may, at its discretion, extend the last date for the receipt of RFQ Quotes.

d. Bid submission format

1. A one staged bid system will be followed for this RFQ with least cost system i.e. L1 based selection criteria. The bids to be submitted by bidders on ceo.sha.man@gmail.com
2. The bid response of the Bidder to be submitted and uploaded on <http://shamanipur.mn.gov.in> against this RFQ.
3. The bids are to be submitted electronically on ceo.sha.man@gmail.com on or before the last date of quote submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
4. This RFQ process will be administered through the <http://shamanipur.mn.gov.in> portal. The bidders are required to submit soft copies of their bids to ceo.sha.man@gmail.com, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. *The bidders are required to enroll on the e-procurement module of the <__> portal. Enrolment on the <__> portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on <__> (please visit <__>). For understanding, bidders are thus advised to go through such instructions (as published on <__>) and take necessary assistance through the <__> call center (if required) in order to properly submit their bids on time.*
5. The Bidder should take into account any Corrigendum to this RFQ document that may have been published before submitting their Quotes.
6. The Quote is to be submitted in two covers on ceo.sha.man@gmail.com as mentioned below-

S. No.	Bid covers	Bid submission
1.	Bid Security Declaration (Fee cover of <__>)	Scan copy to be uploaded on <__> and original to be submitted to SHA.
2.	Commercial bid	To be uploaded on <__>

7. The contents of the bids should be as under-

S. no.	Document Name	Contents
1.	Bid Security Declaration	<ol style="list-style-type: none">a) Scan copy of Bid Security Declaration (Original Bid Security Declaration to be submitted in a sealed cover at SHA office).b) Scan copy of signed pre-contract Integrity Pact as per Annexure V (Pre-contract Integrity Pact)- (Original signed pre-contract integrity pact to be submitted in a sealed cover at SHA office).c) Power of attorney/Board Resolution as per section 5.8 (Authorized Signatory and Authentication of Bids)- (Original signed pre-contract integrity pact to be submitted in a sealed cover at SHA office).
2.	Commercial bid	<ol style="list-style-type: none">a) Commercial Quotation as per the required supporting documents/forms specified at Annexure III (Commercial Quotation Format).b) Check list of all documents submitted

Table 1: Bid submission documents

8. The commercial bid should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFQ document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of SHA.

9. Original Bid Security Declaration and signed integrity pact is required to be submitted manually at SHA's office in a sealed cover and a scan copy of Bid Security Declaration and signed integrity pact needs to be uploaded on <____> by the bidders. While submitting the original Bid Security Declaration and Integrity pact, the Bid Security Declaration and integrity pact should be placed in a sealed cover and the envelope be super scribed as "**Bid Security Declaration, Power of attorney/Board resolutionand Integrity pact forRFQ #** RFQ No: SHA-109/2/2021-SHA-MD, dated 27/04/2022"- along with bidder's name mentioned on the cover. Original Bid Security Declaration, Power of attorney/Board resolution and signed integrity pact must be submitted on or before the last date of submission at the following address-

Room No: 130, State Health Agency, Directorate of Health Services, Lamphelpat.

10. The Bidders are requested to go through the RFQ document carefully to understand the documents required to be submitted and the process to be followed as a part of the Quote. Any deviations may lead to rejection of the Quote.
11. The Bidder should try to submit the quote well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Quote after the Bid submission time.
12. Each document submitted by the bidder in commercial quote must be duly signed by the authorized signatory as per section 5.8 (Authorized Signatory and Authentication of Bids).

e. Selection of Bidders

i. Opening of Quotes

The Quotes will be opened by SHA, on <____>, in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidder to identify their bonafide for attending the opening of the quote.

There will be two bid-opening events

1. Fee cover/Bid security opening
2. Commercial Quotation opening

The venue, date and time for opening the Commercial Quote are mentioned in the Fact Sheet.

i. Preliminary Examination of Quotes

SHA will examine the Quote to determine whether they are complete, whether the documents have been properly signed and the quotations are generally in order. Any quote found to be non-responsive for any reason or not meeting any criteria specified in this RFQ, will be rejected by the SHA and shall not be included for further consideration.

Initial quotation scrutiny will be held and the quotations will be treated as non-responsive, if they are:

1. Not submitted in the format as specified in this RFQ document;
2. Received without the Power of Attorney/Board Resolution;
3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without the documents required under this RFQ;
6. Non-compliant to any of the clauses mentioned in this RFQ;

7. Lesser validity period than that prescribed in this RFQ

ii. Clarification on Quote

During the RFQ evaluation, SHA may, at its discretion, ask the Bidder for a clarification of its Quote. The request for clarification and the response shall be in writing, and no change in the substance of the Quote shall be sought, offered, or permitted.

f. Evaluation Process

After the due date of bid submission, SHA shall open each of the bid quoteof bidders on <____> in the presence of bidder's representatives present and attending. For the purpose of bid opening and quote evaluation SHA, may constitute an 'Evaluation Committee', which shall evaluate bidders' quotations and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under-

i. Commercial Evaluation

1. The Commercial Bids will be opened by the EC (Evaluation Committee – constituted by SHA) in the presence of the bidder's representatives.
2. If a firm quotes NIL charges / very low consideration, the bid shall be treated as unresponsive an

g. Evaluation Criteria

SHA shall evaluate the responses of the bidders to this RFQ and scrutinize the supporting documents /documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of SHA in the evaluation of quotes shall be final. No correspondence will be entertained outside the process of evaluation with SHA. SHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformations on their quotes. During the Quotation Evaluation, SHA reserves the right to reject any or all the quotes. Each of the Quotations shall be evaluated as per the criteria and requirements specified in this RFQ. The Evaluation Committee (EC) constituted by the SHA shall evaluate the responses to the RFQ and all supporting documents & documentary evidence as mentioned in this section of the RFQ. SHA reserves the right to check/ validate the authenticity of the information provided in the Commercial Evaluation and the requisite support must be provided by the Bidder.

It is again specified that bidding as consortium and sub-contracting any part of scope or otherwise is not permitted as part of this project/procurement.

The evaluation criteria areas follows-

i. Commercial evaluation criteria

1. Bidder's needs to provide their commercial bid as per the format provided in the RFQ (Annexure-III (Commercial Quotation Format)).
2. Commercial evaluation shall be done as per least cost system method i.e. L1 method
3. Basis the quoted rates SHA shall rank the bidders ate L1, L2, L3, L4 and so on with L1 being the lowest rate
4. The L1 rate shall be called as the discovered rate (for details please refer to annexure-III)

5. If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
6. Any conditional bid would be rejected.
7. The bid price will include all taxes and levies and shall be in Indian Rupees.
8. If there is a discrepancy between words and figures, the amount in words will prevail.
9. In case of an abnormally Low Bid, i.e., one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price- SHA may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, SHA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, SHA may reject the Bid/Quote.

9 Award of Contract and Payment Terms

i. Award Criteria

SHA will award the Contract to the successful bidder(L1 bidder), whose Quote has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined in this RFQ i.e., L1 bidder.

Post selection of L1 bidder, (in case SHA has the intent to engage more than one agency), then an opportunity shall be provided to the bidders to match the Quotation of L1 bidder. In such case, L2 bidder shall be given the first opportunity to match the prices of L1 bidder, followed by L3 and so on. The quantum of work will be clearly demarcated by SHA, and L1 bidder will be allocated districts which generates around 60% of pre-authorization claims in the previous financial year and the L2 will be allocated districts which generates around 40% of pre-authorization claims in the previous FY.

ii. Letter of Award

1. Prior to the expiration of the bid validity period, SHA will notify the successful bidder in writing or by fax or email through a letter of award.
2. The letter of award shall constitute the formation of the contract.
3. In case the tendering process / public procurement process has not been completed within the stipulated period, SHA, may like to request the bidders to extend the validity period of the bid.

iii. Performance Guarantee

1. The SHA will require the selected bidder to provide at selected bidder's cost an unconditional, irrevocable and continuing Performance Bank Guarantee/Performance security for a value equivalent to 3% of the total claim amount paid to public hospitals in the last financial year (FY 2020-21) as per the timelines, rules and regulations mentioned in the RFQ.
2. The performance guarantee to be submitted by the selected bidder within 7days of issue of Letter of Award for the purpose of calculation of total cost and performance guarantee value.

3. The Performance Guarantee shall contain a claim period of three months from the last date of validity of the contract executed with the selected bidder. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project.
4. In case the selected bidder fails to submit performance guarantee within the time stipulated, SHA at its discretion may cancel the order placed on the selected bidder and may also invoke the bid security without giving any notice. SHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or SHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
5. The performance guarantee/security is to be submitted as per format indicated in Annexure V (Format for Performance Bank Guarantee) of this RFQ.

iv. Contract Signing

1. Within 3 days of issue of the letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter of award in accordance with the terms of this RFQ.
2. Within 5 days of the acceptance of LOA, the successful bidder shall execute the Services Agreement/contract and the Non-disclosure agreement (NDA).
3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the SHA in its sole discretion), the SHA shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.
4. The successful bidder is expected to commence its service within 5 days from the date of signing the contract between SHA and the Selected Bidder.
5. This contract shall be valid for an initial period of 36 months (thirty -six months) from the effective date, or the till date of empanelment of agency with NHA as Beneficiary Facilitation Agency, whichever is earlier. However, in case NHA extends the validity of empaneled agency, SHA at its sole discretion further, can extend the contract period one year at a time on same terms and conditions. The decision of contract extension shall be solely at the option of SHA and cannot be claimed by the Empaneled Agency as a matter of right.
6. Further, SHA reserves the right to terminate the contract with empaneled agency after completion of a year based on the performance review. SHA doesn't require to provide any reason for such termination of contract.

v. Failure to Agree with the Terms and Conditions of the RFQ

1. Failure of the successful bidder to agree with the terms and Terms & Conditions of the RFQ shall constitute sufficient grounds for the annulment of the award, in which event SHA may award the contract to the next best value bidder or call for new quotes from the interested bidders. In such a case, the SHA shall invoke the PBG or EMD (as the case may be) of the most responsive bidder.

vi. Payment Terms

1. The payment to the selected agency shall be made only against each of the claim reimbursed to the public hospital. After settlement of each claim submitted by the PMAMs provided by the BFA, the service charge as discovered through this RFQ shall be payable to the BFA.
2. The payments shall be made to the selected bidder on the basis of the rate quoted by the L1 bidder in its commercial bid.

3. After completion of every year of engagement and service delivery, an increment of 10% over the previous year's price shall be allowed to be payable to the BFA. The selected agency (ies) shall write to the SHA for increase in the service charge payable per claim reimbursed to the empaneled hospital.
4. The payment/invoicing shall be done as per the terms and timelines decided by SHA upon submission of invoice by the selected bidder to SHA.
5. The BFA shall maintain the attendance details of all the PMAMs in the electronic form and shall submit the same to the SHA along with invoice for payment.
6. GST shall be paid (as per applicable rate) to the selected bidder by SHA on their invoices however all other taxes, cesses, levies, duties and any other incidental direct/indirect costs shall be borne by the selected bidder.
7. SHA shall make payments after withholding tax deductible at source as appropriate as per the applicable taxation laws.
8. Advance payments will not be made.
9. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
10. The rates quoted by the Bidders must be inclusive of the following:
 - a. Cost for all the activities/scope of work as mentioned in the RFQ document and
 - b. No extra item will be considered for payment
 - c. The bidder shall include the entire cost of executing the mentioned Scope of work including the infrastructure set up, IT hardware, software, tools, licensing, electricity, lease rent, bandwidth, supporting human resource, facility management charges cost, human resource hiring cost, salary cost, out of pocket expenses, building maintenance cost and any other incidental charges
 - d. Cost of material, human resource, transportation, equipment's, tools etc.
 - e. Any other cost direct or hidden, not mentioned above.
11. Rates entered into Commercial Quote format Annexure III and duly signed by the authorized representative of the bidder shall only be considered. Rates and any other financial entity in any other form / letter head if attached by bidder shall be straightway ignored and shall not be considered.
12. Payments as stipulated above shall be subject to meeting the service levels by the selected bidder and appropriations to the amount being paid shall be done (if applicable). Any penalties/ liquidated damages, as applicable, for delay and non-performance, as per the criterion mentioned in this bidding document, will be deducted from the payments.

10 Insurance:

1. The Selected bidder must maintain for the Agreement Period, valid and enforceable insurance coverage. The risks and the coverage shall be as follows:
 - (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Selected bidder or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;
 - (b) Third Party liability insurance, with a minimum coverage of the value of the contract
 - (c) Professional liability insurance, with a minimum coverage of the value of the contract
 - (d) SHA's liability and workers' compensation insurance in respect of the Personnel of the Selected bidder and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Selected bidder's property used in the performance of the Services, and (iii) any outputs prepared by the Selected bidder in the performance of the Services.
2. For 01 year <one> year following the expiry or termination of the Agreement, valid and enforceable insurance. The amount shall be in Indian Rupees (INR)
 3. In the event of any failure by the Selected bidder to comply with the insurance requirements set out in the agreement, SHA may, without in any way compromising or waiving any right or remedy, at law or in equity, upon five (5) days' written notice to the Selected bidder, purchase such insurance, at the Selected bidder expense, provided that SHA shall have no obligation to do so and if SHA shall do so, the Selected bidder shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage's. All such reasonable costs incurred by SHA shall be promptly reimbursed by the selected bidder and/or may be withheld from any payment due to Selected bidder. None of the requirements contained herein as to types, limits or SHA's approval of insurance coverage to be maintained by the Selected bidder are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the Selected bidder under the agreement, or otherwise provided by law.
 4. The Selected bidder shall not use these documents for purposes unrelated to the Agreement without the prior written approval of the SHA and shall produce the same as and when required. The Selected bidder agrees to replace any insurance coverage prior to the date of expiry/cancellation. SHA or its nominated agencies may, at its election, terminate the Agreement, upon the failure of Selected bidder or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Selected bidder of its obligations under the Agreement.

11 Risk Purchase:

1. If the Selected bidder fails to perform its obligations (or any part thereof) under the Agreement or if the Agreement is terminated due to breach of any obligations and/or terms and conditions by the Selected bidder under the Agreement, SHA reserves the right to procure the same or equivalent Services from alternative sources at the Selected bidder's risk and responsibility. Any incremental cost borne by the SHA in procuring such Services shall be borne by the Selected bidder. Any such incremental cost incurred in the procurement of such Services from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Performance Bank Guarantee provided by the Selected bidder under the Agreement and if the value of the Services under risk purchase exceeds the amount of Security Deposit and / or Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.

12 Force Majeure:

- i. "Force Majeure" shall mean any event beyond the reasonable control of the SHA or of the selected bidder as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- ii. A Force Majeure shall include, without limitation, the following:

- a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - b. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - c. fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, and pressure waves, or other disaster;
- iii. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- iv. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended provided that the Party seeking for invocation of Force Majeure has taken all reasonable measures and that such event is not occurred due to Party's willful and negligent act and/or omission.
- v. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract (as specified in Annexure VII, the Service Agreement).
- vi. Subject to provisions of this Clause. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
 - (a) constitute a default or breach of the Contract;
 - (b) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- vii. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by

- giving a notice to the other.
- Viii In the event of termination pursuant to Annexure VII, the rights and obligations of the SHA and the Selected bidder shall be as specified in the clause titled Termination (refer to Annexure VII).
- ix for the avoidance of doubt, it is expressly clarified that the failure on the part of the Selected bidder under the Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking etc. aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Selected bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).
- X Notwithstanding anything stated in this RFQ, Parties agree and acknowledge that current situation of outbreak of Covid-19 will not be considered as a force Majeure for purposes of Services under this Agreement. Selected bidder at all time will ensure to deliver its services as per the Scope of Work/work order. Selected bidder will be responsible for any failure to perform its obligations under this contract, unless if it is prevented in performing of those obligations by an event of Government Order subject to written instruction and approval from SHA in this regard.

13 Annexures

Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in Microsoft (MS) excel in the following format-

Sheet 1: Bidder's Information

Information Sought	Bidders details
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

Note: Please paste the table above in email body as well

Sheet2: Clarification Requested/Format for pre-bid query submission

#	Volume (I/II)	Page No	Section No.	Section Name	Statement as per RFQ document	Query by bidder

1. Page Number – Page Number of this RFQ as reflected at the bottom right corner. The bidders to mention only the page number. Ex. '29' as page number and not '29 of 156'.

Section No. – Example– '8' and not 'Section 8'

Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFQ)

Note–

1. The queries are to be submitted in the format provided above only and as per schedule ([refer section2 \(fact sheet\)](#)) only. The bidders to ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the SHA shall not be responsible for the same and such queries may be discarded from providing any response.
2. The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.
3. The bidders to ensure that each of the query submitted by them is unique and no duplicate query is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to SHA.

Annexure II: Declaration & Undertaking

Form 1: Bid Security Declaration

<No.....><Location, Date>

To

<____>

Dear Sir/s,

I/we, the undersigned, declare that-

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I /We are in a breach of any obligation under the bid conditions, including the following-
 - a) I/We have withdrawn or modified or amended, impairs or derogates our quote/bid from the RFQ during the period of bid validity (i.e., 180 days from the last date of bid submission) specified in the RFQ or for its extended period (if any); or
 - b) If I/we are found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
 - c) having been notified of the acceptance of our Bid by SHA during the period of bid validity and that I/we-
 - i. fail or reuse to execute the contract and/or
 - ii. fail or refuse to furnish the Performance Security or fails or refuse to submit the performance security within the stipulated deadline
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-
 - i. the receipt of your notification of the name of the successful Bidder; or
 - ii. thirty days after the expiration of the validity of my/our Bid.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

WITNESS (two)-

Name (Signature)

Name (Signature)

Form 2: Format- Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder.

Certificate for undertaking for No Conflict of Interest

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to –

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of SHA regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the selected bidders taking part in the bid process.

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)

Form 3: Format – self declaration for non-black listing

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the quote is not blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Key Managerial Personnel)

Form 4: Format – Self declaration for non-debarment

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the quote is not convicted of an offence under-

1. the Prevention of Corruption Act, 1988; or
2. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

Sincerely,

(Signature)

(Name and signature of Key Managerial Personnel)

Annexure III: Commercial Quote format

<No.....><Location, Date>

To

<____>

Subject:Submission of the commercial bid for RFQ for <.....>

Dear Sir/Madam,

We, the undersigned, offer to provide services with reference to your Request for Quote bearing number <insert RFQ no.> dated <insert date> and our Quote. Our Commercial Bid is provided in the form below.

Description	Rate	
	In Figures	In Words
Lump-sum Service Fee payable per Claim Paid < Rs.500/- (inclusive of all taxes, duties, levies, expenses including wages payable to Arogya Mitras, etc.)		

Note:

1. The price quoted in our bid is in accordance with the terms as specified in the RFQ documents. The price and other terms & conditions of this Bid are valid as per the bid validity specified in the final RFQ document.
2. We hereby confirm that our prices include all taxes and levies (if any) except GST
3. We understand that the actual payment would be made as per the existing GST rates during the time of payment.
4. All prices quoted are in ₹ (Indian rupees)
5. UNIT RATES- We have indicated in the relevant forms the unit rates.
6. BID PRICING-We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFQ documents. We declare that our bid prices are for the entire scope of the work as specified in the Requirements specified in the bid documents.
7. QUALIFYING DATA- We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

We hereby submit our Commercial Bid, which is unconditional and unqualified. We have examined the RFQ, including all the Addenda.

We further confirm that we are submitting this Commercial Bid under and in accordance with the terms of the RFQ.

Dated this day of ____201____

(Signature)

(Insert Name of the Authorized Signatory)

In the capacity of [Position]

Duly authorized to sign this Bid for and on behalf of [Name of Bidder]

Annexure IV: Terms of reference of District Supervisors, State Project Manager and National Nodal Officer

District Supervisory Officer

The Nodal person for the Project at the District level must ideally possess the following capabilities:

- Technically qualified
- Basic professional experience of leading a unit of 5-10 people
- Ability to interface with District officials such as Chief Medical Officer and DIU personnel
- Provide leadership and support to PMAMs
- Ensure fulfillment of contractual obligations
- Effectively build and sustain relationships across empaneled hospitals in region

State Program Manager

The Nodal person for the Project at the State level must ideally possess the following capabilities

- Technically qualified with experience of leading big teams (25-50) of similar nature
- Adequate professional experience
- Ability to interface with State Health Agencies and District officials such as CMO and DIU personnel
- Provide leadership and support to PMAMs and District Supervisory Officers
- Effectively build and sustain relationships across
- Highly organized with the ability to navigate dynamic situations

National Nodal Officer

The Nodal person for the Project at the National level must ideally possess the following capabilities:

- Technically qualified with a Master's degree in Management or Social Work or a focus in healthcare management
- Adequate experience of working in a public sector, social impact or similar kind of private sector ecosystem
- Ability to interface with wide variety of stakeholders including senior Govt. officials, hospital administrators
- Ability to undertake deep dives into deployment sites to evaluate the working of the PMAMs
- Effectively build and sustain relationships across the value chain
- Highly organized with the ability to navigate dynamic situations

Annexure V: PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the section 9 (Award of Contract) of this RFQ document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Quote. We understand you are not bound to accept any Quote you receive.

We agree to abide by all the terms and conditions of all the volumes of this RFQ document.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No..... Date.....

To

<____>

Dear Sir,

1. In consideration of the State Health Agency, Government of India, on behalf of the CEO, SHA on behalf of the Agency, (hereinafter referred to as the 'SHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Selected Bidder" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the selected bidder, resulting in a Contract, bearing No..... dated..... valued at..... for..... (scope of Contract) and the selected bidder having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding ₹. (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest

and/or without any reference to the selected bidder merely on a demand from the SHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SHA by reason of breach by the said selected bidder of any of the terms or conditions contained in the said Agreement or by reason of the selected bidder failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the SHA and the selected bidder or any dispute pending before

3. Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the SHA discharges this guarantee.
4. The SHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the selected bidder. The SHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the selected bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the SHA and the selected bidder or any other course or remedy or security available to the SHA. The Bank shall not be released of its obligations under these presents by any exercise by the SHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the SHA or any other indulgences shown by the SHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
5. The Bank also agrees that the SHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the selected bidder and notwithstanding any security or other guarantee the SHA may have in relation to the selected bidder liabilities.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the selected bidder.
7. Notwithstanding anything contained hereinabove:
 1. Our liability under this guarantee is restricted to ₹. (in words & figures).
 2. This Bank Guarantee will be valid up to; and
 3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2021 at.....

WITNESS

(Signature) (Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No..... Dated.....

Annexure VI: Pre-contract Integrity Pact

The pre-contract integrity pact shall be signed by the Bidder should be submitted as part of Commercial bid.

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on one hand, the President of India acting through Chief Executive Officer, State Health Agency, Government of India (hereinafter called the "The Principal"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____ represented by _____, Chief Executive Officer/ Authorized Signatory (hereinafter called the "Bidder/Contractor/Bidder", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Preamble

The principal intends to award, under laid down organizational procedures, contract for the SHA selected bidder. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

In order to achieve this the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason.
 - c. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - d. The Principal will exclude from the process all known prejudiced persons.
 - e. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)/Bidder

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.
2. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
3. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
4. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
5. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
6. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
7. Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
8. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the CEO, SHA.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, SHA and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard

- submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, SHA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise; submit proposals for correcting problematic situations.
 8. If the Monitor has reported to the CEO, SHA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, SHA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
 9. The word "Monitor" word includes both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CEO, SHA.

Section 10: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e.<____>.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity pact and its Annexure, the clause of the Integrity pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place _____

Date _____

Annexure VII: Service Agreement

THIS SERVICE AGREEMENT (hereinafter referred to as the "Service Agreement") made on this _____ day of 2021 at Delhi, India by and between

State Health Agency represented through its _____, (hereinafter referred to as "SHA") which expression shall unless repugnant to the context or meaning thereof mean and deemed to include its authorized representatives and permitted assigns of the **FIRST PART**

and

_____ having its Office at _____ represented by its Authorized Signatory (hereinafter referred to as "**BFA**"/"**Service Provider/Bidder**") which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the **SECOND PART**.

- A. WHEREAS SHA issued an RFQ Dated _____ 2022 "RFQ", since SHA was desirous to engage Beneficiary Facilitation Agency (BFA) for providing the Services as defined in the Scope of Work/work order as specified in RFQ at contracted rates for provisioning of related services.
- B. AND WHEREAS _____ has been selected as the successful Bidder and has agreed to provide Services as listed in RFQ Document No. _____ dated _____ 2022.

NOW THIS SERVICE AGREEMENT WITNESSETH AS FOLLOWS:

1. Definition and Interpretations

In the Service Agreement the following words and expressions shall have the meaning hereby assigned to them, except where the context requires otherwise:

- (i) "Service Agreement" shall mean this agreement together with all its Schedules and appendices and any amendments thereto made in accordance with the provisions herein read with terms of RFQ.
- (ii) "Service Provider" shall mean organization who is selected as the successful Bidder under in terms of RFQ.
- (iii) "Intellectual Property Rights / IPR" shall mean all rights, titles and interest in the patents, copyrights, trade secrets, operating practices / procedures, design rights, domain names, registered designs, trade and service marks (registered and unregistered), rights in know-how, rights in relation to databases, trade secrets, rights in relation to Confidential Information and all other intellectual property rights throughout the world including.
 - a. All registrations and pending registrations relating to any such rights and the benefit of any pending applications for any such registration; and
 - b. All reversions, extensions and renewals of any such rights.

(iv) "Pre-existing work" shall mean any material / information which is: Created, developed and/or provided prior to the Effective Date of the Service Agreement by either Party; or Created, developed and / or obtained independently from third party by either Party and such material / information pre-exist the Agreement and has no relation / connection with the Agreement.

(v) "Project" shall mean provision of services to SHA as perRFQ.

In the Service Agreement words and expressions not defined herein shall have the same meanings as are respectively assigned to them in the RFQ and Conditions of Contract.

2. Interpretation:

In the Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to the ServiceAgreement and to RFQ
- b. use of any gender includes the other genders;
- c. references to a 'company' shall be construed to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. References to a 'person' shall be construed to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted from time to time;
- f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. references to a 'business day' shall be construed as a reference to a day as per English Calendar Month (other than National Holiday on which banks in the state of _____ are generally close for business);
- h. references to times are to Indian Standard Time;
- i. a reference to any other document referred to in theService Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.
- k. Service Provider/ Bidder/BFAhas been used for the same entity i.e.,Bidder selected for the project under terms of the RFQ
- l. All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

3. Ambiguities

In case of ambiguities or discrepancies within the Agreement, the following principles shall apply:

- (i) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the

- issue under consideration shall prevail over those in a general Clause;
- (ii) as between the provisions of the ServiceAgreement and the Schedules/Annexures, the ServiceAgreement shall prevail, save and except as expressly provided otherwise in the ServiceAgreement or the Schedules/Annexures;
 - (iii) As between the provisions of RFENo. ____ and any corrigendum issued thereafter, the provisions of the corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFE;
 - (iv) As between the provisions of RFQ No. ____ and any corrigendum issued thereafter, the provisions of the corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFQ;
 - (v) As between any value written in numerals and that in words, the value in words shall prevail

4. Priority of Documents:

The following documents shall be deemed to form and be read and construed as part of the Service Agreement viz:

- (i) This ServiceAgreement read with Scope of Work/work order and Service Levels
- (ii) Non-Disclosure Agreement
- (iii) Schedules and Annexures to the ServiceAgreement
- (iv) RFQ Document No _____ 2022 along with subsequently issued Corrigendum
- (v) RFE Document No. _____ 2022
- (vi) Technical and financial proposal submitted by the successful Bidder, to the extent they along with subsequently issued clarifications furnished in response to the RFQ, to the extent they are not inconsistent with any terms of the RFQ.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between the Agreement, Annexures / Schedules or the contents of the RFQ, the terms of the Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFQ.

5. Term:

5.1. This Service Agreement shall come into effect on <***> 2021 (hereinafter the 'Effective Date') and the agreement shall be valid for an initial period of 36 months (thirty-six months) from the effective date, or the till date of empanelment of agency with NHA as Beneficiary Facilitation Agency, whichever is earlier.However, in case NHA extends the validity of empaneled agency, SHA at its sole discretion can further extend the contract period by one year at a time on same terms and conditions. The decision of contract extension shall be solely at the option of SHA and cannot be claimed by the Empaneled Agency as a matter of right.Further, SHA reserves the right to terminate the contract with empaneled agency after completion of a year based on the performance review. SHA doesn't require to provide any reason for such termination of contract. NHA/SHA reserves the right to empanel more agencies at any time.

6. Consideration:

RFQ Consideration shall be read in reference to Scope of Work/work order.

6. Notwithstanding anything stated in the Service Agreement, The Terms and Conditions as specified in the RFQ shall be construed and read as part of the Service Agreement. In contradiction of any clause of the Service Agreement and RFQ, only such terms of RFQ shall supersede this Service agreement to the extent the same have not been modified in terms of the Service Agreement or any amendment thereto executed in writing between the Parties.

7. Change of Control:

- i. In the event of a change of control of the BFA during the Term, the BFA shall promptly notify SHA of the same in the format provided by SHA.
- ii. In the event that the net worth of the surviving entity is less than that of the BFA prior to the Change of Control, SHA may within 30 days of becoming aware of such change in control, require a replacement of the existing Performance Guarantee (with same or higher value) furnished by the BFA from a guarantor acceptable to SHA (which may or may not be the BFA or any of its associate identities).
- iii. If such a guarantee is not furnished within 30 days of SHA requiring the replacement, SHA may exercise its right to terminate this Agreement within a further period of 30 days by written notice, to become effective as specified in such notice.
- iv. Pursuant to termination, the effects of termination as set out in this agreement shall follow.
- v. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the BFA shall not be deemed to be an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

8. Updating of the Service Levels

- i. The Parties anticipate that the Service Levels need to be re-evaluated and modified from time to time. Hence, they hereby agree to revise the Service Levels when required.
- ii. The Parties hereby agree upon the following procedure for revising the Service Levels:
 - a. Any and all changes to the Service Levels will be initiated in writing between SHA and the BFA, the Service Levels specified in RFQ shall be considered to be standard for SHA and shall only be modified if both Parties agree to an appended set of terms and conditions;
 - b. Only SHA may initiate a revision to the Service Levels;
 - c. A notice of the proposed revision ("Service Levels Change Request") shall be served to the BFA;
 - d. In the event that both the parties approve of the suggested change, the Service Levels Change request would be appended to the Agreement;

9. Termination

i. Termination for Breach:

SHA may, terminate this Agreement by giving the BFA a prior and written notice of up to 30 days indicating its intention to terminate where SHA is of the opinion that there has been deficiency in services or default in delivering of services as defined in RFQ, service levels/scope of work, such event of default on the part of the BFA has to be cured within the 30 days' notice period as provided by SHA.

In case the Material Breach continues, post expiration of 30-day cure period, the SHA will have the option to terminate the Agreement without any further notice. Further, the SHA may offer a reasonable opportunity to the BFA to explain the circumstances leading to such a breach. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- (a) If the BFA is not able to deliver the services as per the SERVICE LEVELS which translates into Material Breach.
- (b) If the BFA or any of its personnel, in the judgement of SHA, has engaged in fraudulent and corrupt practices or acted with mala-fide intentions in competing for or in execution of the Contract and/or have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- (c) SHA may by giving a one month's written notice, terminate the Agreement, if a change of control of the BFA has taken place. For the purposes of this Clause, in the case of BFA, change of control shall mean as stated hereinbelow in Clause 7 of this agreement. Also, SHA may, as an alternative to termination, require a full Performance Guarantee for the obligations of BFA by a guarantor acceptable to SHA or its nominated agencies. If such a guarantee is not furnished within 30 days of SHA's demand, the SHA may exercise its right to terminate the Agreement in accordance with this Clause by giving 15 days further written notice to the BFA.
- (d) If the BFA becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (e) If the BFA submits to the SHA a false statement/incorrect information which has a material breach/adverse effects on the rights, obligations or interests of the SHA.
- (f) If the BFA found sub-contracting of services and the BFA or the sub- contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest with SHA in respect with this RFQ.
- (g) If the BFA fails to provide the quality services as envisaged under this Contract. The SHA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.
- (h) If the BFA and/or Sub- Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to SHA.

ii. Termination for Convenience:

- a. SHA may, by written notice of 60 (sixty) days sent to the BFA, terminate the Agreement, in whole or in part at any time for its convenience. The notice of

termination shall specify that termination is for SHA's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. SHA may, at its discretion, relax or absolve the BFA from the Service Levels related to the part of the Agreement which is being terminated.

iii. Effects of termination

- a. In the event that SHA terminates the Agreement pursuant to failure on the part of the BFA/Bidder to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by BFA/Bidder shall be forfeited
- b. In the event that SHA terminated the Agreement, the compensation will be decided in accordance with the Terms of Payment set out in terms of RFQ and the Agreement.
- c. Upon termination of the Agreement, the BFA/Bidder will comply with the Exit Management procedure as follows:
 - i. It is the prime responsibility of BFA/Bidder to ensure continuity of services during the agreement period including exit management period and in no way any service shall be affected/degraded.
 - ii. During the Exit Management period, the BFA/Bidder shall, along with its operational activities also:
 1. Provide necessary handholding & transition support to SHA authorized agencies to ensure the continuity and performance of the Services to the complete satisfaction of SHA.
 2. BFA/Bidder shall not delete any data till the end of the agreement without the express approval of SHA.
 3. Once the exit process is completed, BFA will certify that Content and data destruction to SHA as per instructions of SHA and shall ensure that the data cannot be forensically recovered.
 4. There shall not be any additional cost associated with the Exit / Transition-out process and provide all the requisite support for smooth transition and handover of the operations and assets.

The Exit Management Procedure, as mentioned above, shall also be followed during the last two months of the agreement or the extended agreement, as if the termination is due to non-renewal of the agreement.

iv. Effects of Termination

- a. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- b. The termination provisions set out in this Clause are in addition to any termination rights that SHA may have under this Agreement/RFQ and are in addition to, and without prejudice to, other rights that SHA may have under law and this

Agreement.

10. Variation: No variation to the ServiceAgreement shall be effective unless it is documented in writing and signed by authorized representatives of both parties. No person who is not a party to the ServiceAgreement shall be entitled to enforce any of its terms.

11. Dispute Resolution: Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of _____/ -----, India. The provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at _____, India. Any legal dispute will come under the sole jurisdiction of _____, India / state jurisdiction of Delhi, India. Arbitration proceedings shall be conducting in English language only.

12. Governing Law and Jurisdiction: This ServiceAgreement shall be construed and interpreted in accordance with and governed by the laws of India, and parties agree that the courts at _____, India shall have exclusive jurisdiction over matters arising out of or relating to the Agreement.

13. Entire Agreement: This ServiceAgreement with all schedules & annexures appended thereto and the contents and specifications of the RFQ constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

IN WITNESS WHEREOF, both the Parties have set and subscribed their respective hands to this ServiceAgreement on the date and place first mentioned above, in the presence of following witnesses

For State Health Agency (SHA)

Mr. <Name>

<Designation>

Seal

For BFA

Mr. <Name>

<Designation>

Seal

Witness 1 (Name, Address, Ph: Designation):

Witness 2 (Name, Address, Ph: Designation):

Annexure VIII: Non-Disclosure Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as '**SHA**' or '**SHA**' or '**Disclosing Party**' , which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as '**the Selected Bidder/Receiving Party**' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

1. SHA is desirous to implement the project of -----.
2. The SHA and Selected Bidder have entered into an agreement in furtherance of the Project dated -----.
3. Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party") recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

DEFINITIONS AND INTERPRETATION

1. Definitions

Terms and expressions used in the Agreement (including the Introduction) shall have the same meanings set out in Agreement read with RFE number <____> ("RFE") and RFQ.

2. Interpretation

In the Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub clauses, paragraphs of and schedules to the Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or Selected Bidder of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
- (f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <***> are generally open for business;
- (h) references to times are to Indian standard time;
- (i) a reference to any other document referred to in the Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.

3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

4. Ambiguities within Agreement

In case of ambiguities or discrepancies within the Agreement, the following principles shall apply:

- (a) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of the Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) as between any value written in numerals and that in words, the value in words shall of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to the Agreement, the Agreement and the Agreement shall be read together and construed harmoniously. In the event of any conflict between the Agreement and the Agreement, the provisions contained in the Agreement shall prevail over the Agreement.

5. Term

This Agreement will remain in effect for perpetuity from the date of execution of the Agreement and/or Agreement ("Term").

6. Scope of the agreement

(a) This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications as specified in the RFE and RFQ and such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

(b) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

7. Obligations of the receiving party

The Receiving Party shall:

(a) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, considering the nature of the Confidential Information, and

(b) grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when necessary to carry out the Business Purpose.

(c) cause its employees to comply with the provisions of the Agreement and get an individual undertaking signed from its employees and/or associates as placed at Annexure II in RFE and such employees and/or associates shall be instructed, directed and guided by Selected Bidder to deal with Confidential Information in the same manner as stated in this Non-Disclosure Agreement and RFE. Selected Bidder shall promptly provide copies of such Individual Undertakings to SHA as and when demanded;

(e) prevent disclosure of Confidential Information to third parties;

(f) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:

(i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

(g) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.

(h) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

(i) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

(j) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

8. Exceptions to confidential information

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

(a) was independently developed by or for the Receiving Party without reference to the Information provided by Disclosing Party.

(b) has become generally available in public domain without breach of confidentiality obligations of the Receiving Party; or

(d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

9. Ownership of the confidential information

(a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

(b) By disclosing the Confidential Information or executing the Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

(c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of the Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under the Agreement.

(d) Execution of the Agreement and the disclosure of Confidential Information pursuant to the Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

10. Dispute resolution

(a) If a dispute arises in relation to the conduct of the Agreement (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.

(b) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

(c) During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed as mutually decided between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held at ____.

The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of _____ to entertain any disputes.

(b) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of the Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. Variation

This Agreement may only be varied/amended in writing and signed by both Parties.

12. Waiver

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Agreement: -

(a) shall be in writing

(b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement;

(c) shall be executed by a duly authorized representative of the Party; and

(d) shall not affect the validity or enforceability of the Agreement in any manner.

13. Exclusion of Implied Warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

14. Entire agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to the Agreement are abrogated and withdrawn.

15. Severability

If for any reason whatever, any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under the Agreement or otherwise.

16. No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of the Agreement.

17.Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in the Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to the Agreement.

18.Successors and assigns

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

19.Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by the Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to SHA:

Attn: <***>

Contact:

If to the Selected Bidder:

Attn. <***>

Contact: <***>

20. Language

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

21. Counterparts

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of the Agreement.

22. Mitigation

Without prejudice to any express provisions of the Agreement on any mitigation obligations of the Parties, each of the SHA and the Selected Bidder shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the Agreement.

23. Removal of difficulties

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under the Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Selected Bidder by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of the SHA by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. 2.