

S-12012/327/2022-NHA  
Government of India  
Ministry of Health and Family Welfare  
(National Health Authority)

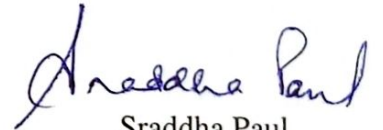
3rd floor, Tower-1,  
Jeevan Bharti Building,  
Connaught Place, New Delhi-110 001.  
Dated, the 09th June, 2023

### OFFICE MEMORANDUM

Publish the tender link in below in ABDM, NHA & PMJAY website for **Hiring of Human Resource (HR) Agencies for providing Talent Acquisition and Management services to NHA**  
<https://eprocure.gov.in/eprocure/app?component=%24DirectLink&page=FrontEndViewTender&service=direct&session=T&sp=SrATkfQXMnbXH0QaD4ws6jA%3D%3D>

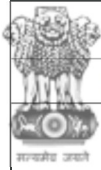
**Tender Reference Number: S-12012/327/2022-NHA**

**Tender ID : 2023\_NHA\_754996\_1**



Sraddha Paul  
Deputy Director (Administration)

JD/IEC



**Government  
eProcurement  
System**

**eProcurement System Government of India**

**Tender Details**

Date : 26-May-2023 01:49 PM



**Basic Details**

<b>Organisation Chain</b>	National Health Authority		
<b>Tender Reference Number</b>	S-12012/327/2022-NHA		
<b>Tender ID</b>	2023_NHA_754996_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Item Rate
<b>Tender Category</b>	Services	<b>No. of Covers</b>	3
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Not Applicable	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

**Cover Details, No. Of Covers - 3**

Cover No	Cover	Document Type	Description
1	PQ	.pdf	TQ1
2	TQ	.pdf	TQ1
3	Finance	.xls	Commercial

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	0.00	<b>EMD through BG/ST or EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Nil	<b>EMD Payable At</b>	Nil

[Click to view modification history](#)

**Work /Item(s)**

<b>Title</b>	Human Resource (HR) Agencies for providing Talent Acquisition and Management services to NHA				
<b>Work Description</b>	Human Resource (HR) Agencies for providing Talent Acquisition and Management services to NHA				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Manpower Supply	<b>Sub category</b>	NA
<b>Contract Type</b>	Empanelment	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	1095
<b>Location</b>	New Delhi	<b>Pincode</b>	110001	<b>Pre Bid Meeting Place</b>	Online meeting and in person

<b>Pre Bid Meeting Address</b>	9th Floor LIC Jeevan Bharti Building CP New Delhi 110001	<b>Pre Bid Meeting Date</b>	31-May-2023 12:00 PM	<b>Bid Opening Place</b>	New Delhi
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

### Critical Dates

<b>Publish Date</b>	26-May-2023 06:00 PM	<b>Bid Opening Date</b>	15-Jun-2023 03:00 PM
<b>Document Download / Sale Start Date</b>	26-May-2023 06:00 PM	<b>Document Download / Sale End Date</b>	14-Jun-2023 03:00 PM
<b>Clarification Start Date</b>	26-May-2023 06:00 PM	<b>Clarification End Date</b>	02-Jun-2023 05:00 PM
<b>Bid Submission Start Date</b>	26-May-2023 06:00 PM	<b>Bid Submission End Date</b>	14-Jun-2023 03:00 PM

### Tender Documents

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	NIT	208.53

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tender Documents	RFE.pdf	RFE	606.33
	2	Additional Documents	BOQ.xls	BOQ	40.00

### Bid Openers List

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	dydirector.admin@nha.gov.in	Sraddha Paul	SRADDHA PAUL
2.	jd.coord@nha.gov.in	Vikram Pagaria	VIKRAM PAGARIA
3.	executivedirector.it@nha.gov.in	Kiran Gopal Vaska	KIRAN GOPAL VASKA
4.	jd.coord1@nha.gov.in	Akshay Jain	AKSHAY JAIN

### GeMARPTS Details

<b>Reason for non availability of GeMARPTS ID</b>	Urgent nature of Procurement
<b>Remarks</b>	GeM report
<b>Document Name</b>	Gemreport.pdf
<b>Document Size (in KB)</b>	38.60

### Tender Properties

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	Yes
BoQ Comparative Chart model	NIL	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No

**Tender Inviting Authority**

<b>Name</b>	CEO- NHA
<b>Address</b>	9th Floor LIC Jeevan Bharti Building CP New Delhi 110001

**Tender Creator Details**

<b>Created By</b>	Sraddha Paul
<b>Designation</b>	Deputy Director
<b>Created Date</b>	25-May-2023 05:45 PM



## **REQUEST FOR EMPANELMENT (RFE)**

“Human Resource (HR) Agencies for providing Talent Acquisition and Management services to NHA”

**Issued by:** National Health Authority

**RFP No:** S-12012/327/2022-NHA

**RFP Issue Date:** 26.05.2023

National Health Authority (NHA) invites proposal from reputed and experienced firms for Human Resource (HR) Agencies for providing Talent Acquisition and Management services to NHA. Interested firms/agencies may submit their proposals along with required support documents on **CPPP portal**.

**For RFE document, eligibility criteria, pre-bid query responses, corrigendum and other details, please visit CPP Portal: <https://eprocure.gov.in/eprocure/app>**

Place: New Delhi  
Date: 26.05.2023

Sraddha Paul  
Deputy Director-Administration,  
National Health Authority

**Signature Not Verified**

Digitally signed by SRADDHA PAUL  
Date: 2023.05.26 13:30:32 IST  
Location: eProcure-EPROC

One Time Acquisition Cost (A)		
Description	Amount as per estimate (INR)	Proposed One Time Acquisition Cost (in %)
One Time Acquisition Cost	360,000,000	

Recurring Charge (B)			
S.No.	Description	Weightage (X)	Amount per annum (Y) INR
1	Recurring Charge for 1-30 employees	70%	
2	Recurring Charge for more than 30 employees	30%	
Total Estimated Amount (B)			

Overall Quotation by Agency		
S.No.	Description	Amount
1	One Time Acquisition Cost (A)	-
2	Recurring Charge (B)	-
<b>Total (To be used for L1 purposes)</b>		<b>-</b>

<b>Derived amount as per %age quoted (A)- INR</b>
-

<b>Estimated Weighted Amount (X*Y)-INR</b>
-
-
-



**Request for Empanelment (RFE)**

**Of**

**“Human Resource (HR) Agencies for providing Talent Acquisition and Management**

**services to NHA”**

**Volume-I**

RFE No. S-12012/327/2022-NHA

Date of Publishing: 26.05.2023



## **Disclaimer**

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

This RFE includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) in relation to the Project. Such assumptions, assessments and statements do not purpose to contain all the information that each Bidder may require. This RFE may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFE. The assumptions, assessments, statements and information contained in the RFE 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 RFE and obtain independent advice from appropriate sources.

Information provided in this RFE 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 NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The NHA, 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 RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE Document or arising in any way for participation in this Bid Process. The NHA 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 RFE.

The NHA 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 RFE. The issue of this RFE does not imply that the NHA is bound to select or appoint a Bidder, as the case may be, for the Project and the NHA 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 NHA 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 NHA 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 RFE**

This RFE (Request for Empanelment) is meant to invite proposals from interested organizations capable of delivering '**scope of work**' provided in this RFE. The content of this RFE has been documented as a set of two (II) volumes explained below.

- **RFE Volume I: Scope of Work, Evaluation and Bidding Process:** Volume I of RFE provides details on the proposed scope of work, payment terms and details that may be needed by the potential bidders to understand their eligibility, bidding process and formats for preparing the bids that NHA deems necessary to share with the potential bidders.
- **RFE Volume II: Contractual and Legal Specifications:** Volume II of RFE provides the contractual and legal terms that NHA wishes to specify at this stage.

**This is Volume I of the RFE**

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# 1 Invitation to Proposal

The Government of India (GoI) is committed to ensuring highest possible level of health and well-being for all, through a preventive and promotional health care orientation in developmental policies and universal access to good quality health care services.

To fulfill this vision, National Health Authority is established as the successor of the National Health Agency, which was functioning as a registered society since 23rd May, 2018. Pursuant to Cabinet decision for full functional autonomy, National Health Agency was reconstituted as the National Health Authority on 2nd January 2019, under Gazette Notification Registered No. DL –(N) 04/0007/2003-18. An attached office of the Ministry of Health and Family Welfare with full functional autonomy, NHA is governed by a Governing Board chaired by the Union Minister for Health and Family Welfare. It is headed by a Chief Executive Officer (CEO), an officer of the rank of Secretary to the Government of India, who manages its affairs. The CEO is the Ex-Office Member Secretary of the Governing Board.

National Health Authority (“NHA”) is the apex body responsible for implementing India’s flagship public health insurance/assurance scheme called Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (“AB PM-JAY”). AB PM-JAY provides a cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization across public and private empaneled hospitals in India.

Also, NHA has been entrusted with the role of designing strategy, building technological infrastructure and implementation of Ayushman Bharat Digital Mission (“ABDM”) to create a National Digital Health Ecosystem. NHA provides overall vision and stewardship for the design, roll-out, implementation and management of ABDM in alliance with state governments and other stakeholders. Inter-alia, this includes, formulation of ABDM policies, development of operational guidelines, implementation mechanisms, coordination with state governments and monitoring of ABDM.

To implement AB PM-JAY and ABDM, NHA envisages to empanel Human Resource (HR) Agencies to deploy consultants/resources/personnel hereafter called as Human Resources at NHA. This RFE aims to empanel the HR Agencies through a competitive process wherein technical proposals from the interested and eligible bidders shall be invited by NHA and evaluated for empanelment with NHA. Once empaneled, NHA may issue separate work orders to empaneled agencies for providing services, as per the scope defined in this RFE.

The official website for accessing the information related to this RFE is- Central Public Procurement Portal (CPPP) i.e. <https://eprocure.gov.in/eprocure/app>. Interested bidders are requested to submit their proposals on CPPP to the “RFE” on or before 14.06.2023. This invitation is non-transferrable.

Thank you and we look forward to receiving your proposal.

**Deputy Director (Administration)**

**National Health Authority**

## 2 Fact Sheet

S. No.	Reference	Description
1.	RFE number	S-12012/327/2022-NHA
2.	Name of purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India
3.	Date of publishing of RFE	26.05.2023
4.	RFE Title	Request for Empanelment (RFE) of Human Resource (HR) Agencies for providing Talent Acquisition and Management services to NHA”
5.	Availability of RFE document	NHA has published RFE on- a) Central Public Procurement Portal ( <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ) b) Website of ABDM ( <a href="http://www.abdm.gov.in">www.abdm.gov.in</a> )
6.	Date till which the RFE response/bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
7.	Bid Security Declaration	The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified in 10.2.8 of Annexure II of this RFE.
8.	Pre-bid meeting	<b>Date-31.05.2023 at 12:00 Noon</b> <b>Venue-</b> National Health Authority Conference Room, 9 <sup>th</sup> Floor, Tower-1 Jeevan Bharati Building Connaught Place, New Delhi- 110001 (Considering the current pandemic situation NHA may decide to conduct the pre-bid meeting through electronic mode, the details for the same shall be posted on ABDM website viz. ( <a href="http://www.abdm.gov.in">www.abdm.gov.in</a> )  Or Online : 31.05.2023 at 12:00 Noon <a href="https://zoom.us/j/92203494770?pwd=VVdRRXl1cjBOSnNxUlpKdkJmYUROZz09">https://zoom.us/j/92203494770?pwd=VVdRRXl1cjBOSnNxUlpKdkJmYUROZz09</a>
9.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or before 02.06.2023. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure 1 (Template for Pre-Bid Queries) of the RFE. The e-mail address for requesting clarification is: <ul style="list-style-type: none"> <li>● <a href="mailto:procurement.division@nha.gov.in">procurement.division@nha.gov.in</a></li> <li>● <a href="mailto:dydirector.admin@nha.gov.in">dydirector.admin@nha.gov.in</a></li> </ul>

10.	Bid submission	The last date and time for submission of Proposal is on or before 3:00 PM on 14.06.2023 Hours. The bidder's proposal needs to be submitted online at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> on or before the last date and time of submission.
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 opening of bids of all bidders	<b>Date- 15.06.2023 at 3:00PM</b> <b>Mode-</b> Electronically on CPPP.

## 3 About us

### 3.1 National Health Authority (NHA)

National Health Authority (NHA) is the apex body responsible for implementing India's flagship public health insurance/assurance scheme called "Ayushman Bharat Pradhan Mantri Jan Arogya Yojana" & has been entrusted with the role of designing strategy, building technological infrastructure and implementation of "Ayushman Bharat Digital Mission" to create a National Digital Health Eco-system. An attached office of the Ministry of Health and Family Welfare with full functional autonomy, NHA is governed by a Governing Board chaired by the Union Minister for Health and Family Welfare. Chief Executive Officer (CEO), an officer in the rank of Secretary to the Government of India manages its affairs. The CEO is the Ex-Office Member Secretary to the Governing Board.

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

### 3.2 Ayushman Bharat Digital Mission (ABDM)

ABDM, a flagship scheme of Government of India launched as recommended by the National Health Policy 2017, aims to develop the backbone necessary to support the integrated digital health infrastructure of the country.

ABDM is an attempt to move from sectoral and segmented approach of health service delivery to a comprehensive need-based health care service which aims:

- To strengthen the accessibility and equity of health services, including continuum of care with citizen as the owner of data, leveraging IT & associated technologies and support the existing health systems in a 'citizen-centric' approach,
- To establish state-of-the-art digital health systems, manage the core digital health data and the infrastructure required for its seamless exchange;
- To establish registries at appropriate level to create single source of truth in respect of clinical establishments, healthcare professionals, health workers, drugs and pharmacies;
- To enforce adoption of open standards by all national digital health stakeholders;
- To create a system of personal health records, based on international standards, easily accessible to individuals and healthcare professionals and services providers, based on individual's informed consent;
- To promote development of enterprise-class health application systems with a special focus on achieving the Sustainable Development Goal for health;
- To adopt the best principles of cooperative federalism while working with the States and Union Territories for the realization of the vision;
- To ensure that the healthcare institutions and professionals in the private sector participate actively with public health authorities in building ABDM, through a combination of prescription and promotion;
- To ensure national portability in the provision of health services;
- To promote the use of Clinical Decision Support (CDS) systems by health professionals and practitioners;

- To promote a better management of the health sector leveraging health data analytics and medical research;
- To provide for enhancing the efficiency and effectiveness of governance at all levels;
- To support effective steps being taken for ensuring quality of healthcare; and
- To strengthen existing health information systems, by ensuring their conformity with the defined standards and integration with the proposed ABDM.
- The current strong public digital infrastructure—including that related to Aadhaar, Unified Payments Interface and wide reach of the Internet and mobile phones (JAM trinity) —provides a strong platform for establishing the building blocks of ABDM. The existing ability to digitally identify people, doctors, and health facilities, facilitate electronic signatures, ensure non-repudiable contracts, make paperless payments, securely store digital records, and contact people provide opportunities to streamline healthcare information through digital management.

### 3.3 Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY)

The second component under Ayushman Bharat is the Pradhan Mantri Jan Arogya Yojna or PM-JAY as it is popularly known. This scheme was launched on 23rd September, 2018 in Ranchi, Jharkhand by the Hon'ble Prime Minister of India, Shri Narendra Modi.

Ayushman Bharat PM-JAY is the largest health assurance scheme in the world which aims at providing a health cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization to over 10.74 crores poor and vulnerable families (approximately 50 crore beneficiaries) that form the bottom 40% of the Indian population. The households included are based on the deprivation and occupational criteria of Socio-Economic Caste Census 2011 (SECC 2011) for rural and urban areas respectively. PM-JAY was earlier known as the National Health Protection Scheme (NHPS) before being rechristened. It subsumed the then existing Rashtriya Swasthya Bima Yojana (RSBY) which had been launched in 2008. The coverage mentioned under PM-JAY, therefore, also includes families that were covered in RSBY but are not present in the SECC 2011 database. PM-JAY is fully funded by the Government and cost of implementation is shared between the Central and State Governments.

#### Key Features of PM-JAY

- PM-JAY is the world's largest health insurance/ assurance scheme fully financed by the government.
- It provides a cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization across public and private empaneled hospitals in India.
- Over 10.74 crore poor and vulnerable entitled families (approximately 50 crore beneficiaries) are eligible for these benefits.
- PM-JAY provides cashless access to health care services for the beneficiary at the point of service, that is, the hospital.
- PM-JAY envisions to help mitigate catastrophic expenditure on medical treatment which pushes nearly 6 crore Indians into poverty each year.
- It covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as



diagnostics and medicines.

- There is no restriction on the family size, age or gender.
- All pre-existing conditions are covered from day one.
- Benefits of the scheme are portable across the country i.e. a beneficiary can visit any empaneled public or private hospital in India to avail cashless treatment.
- Services include approximately 1,393 procedures covering all the costs related to treatment, including but not limited to drugs, supplies, diagnostic services, physician's fees, room charges, surgeon charges, OT and ICU charges etc.
- Public hospitals are reimbursed for the healthcare services at par with the private hospitals.

### 3.4 Organizational Structure

The National Health Authority is divided into seven verticals. These cover the operational as well as the support functions for the organization in implementing ABDM and AB-PMJAY. Bidders may see the NHA organogram at <https://pmjay.gov.in/about/organization-chart>

## **4 Scope of Work**

### **4.1 Role of the Agency**

The empaneled agency is expected to search required skilled candidates, screen them, take preliminary interview, line up interview with NHA, hire them on their Payrolls and manage the HR (Salary, PF, leaves and other compliances) of the selected Human Resources. Selected resources would be deployed largely at NHA office location. They may also be deployed at any other location as per NHA requirement.

The overall scope of work is largely grouped under following activities but not limited to:

- i. Searching of required profiles/CVs and preliminary screening
- ii. Lining up Interviews with NHA
- iii. HR Management of outsourced resources
- iv. Compliance, Documentation & Reporting to NHA

These section are detailed in Section 5: Hiring and Management of Resources

### **4.2 Role of NHA**

- I. Empanel the HR Agencies for ABDM and AB PM-JAY via open empanelment process.
- II. Enter into an agreement via contract with the selected Agencies.
- III. Develop monitoring and evaluation protocols to be followed to gauge the effectiveness of the empaneled Agencies
- IV. Develop a key performance indicator matrix for periodic assessment of empaneled Agencies
- V. Initiate disciplinary proceedings including de-empanelment against the errant agency/human resources, if required.
- VI. Providing details to empaneled HR Agency for resources required at NHA by indicating the number of personnel to be deployed at NHA, changes thereof, job description including years of experience, skill set, expertise and other qualifications required of the candidates to suit the work requirements.
- VII. Issue separate requisition orders from time to time ,to the empaneled Agencies stating the needs for resources, their required qualifications etc.
- VIII. NHA may at any point of time during the contract period ask the HR agency to scale up or down number of resources to which the HR agency shall comply with as per terms of this agreement.
- IX. Facilitating the on-boarding of resources at NHA. However, the deployment of on-boarded resources at NHAs site or off-site shall be at the discretion of NHA.
- X. Providing the required infrastructure such as working space, infrastructure, laptop, data-card and any other support equipment for the deployed resources, as may be decided by NHA.
- XI. Monitor the performance of the resource personnel provided by the HR agency. NHA may recommend to discontinue or to replace any of the resource personnel deployed by HR agency based on the performance. The HR agency will make suitable provision in the contract with the resource personnel for termination of his/her service as per

the HR agency's policy.

- XII. Provide the attendance report of deployed resources on last working day of the month (or any date which is mutually agreed by both) of every month for processing the invoice.
- XIII. Release payments to the selected HR Agency as per the terms and conditions of the contract between the NHA and selected HR agency based on the invoice raised by the HR Agency.

## 5 Hiring and Management of Resources

### 5.1 Searching of required Profiles / CVs and preliminary screening:

- i. NHA shall share the human resource requirement with all the empanelled agency(ies) along with Job description (JD). Minimum required qualification, desired skill sets & salary budget for the proposed resources shall be mentioned in the Job Descriptions provided by NHA.
- ii. The empanelled agency(ies) must ensure that they understand the requirements of NHA positions (job description) and it should be in sync with the candidate profile. Profile sourcing is to be done accordingly. Objection or clarifications, if any, to the requirement raised by NHA must be reported to the Administration Division of NHA by the empanelled agency within three (3) working days counted from the date of requirement sharing; otherwise it would be assumed that the agency has accepted the shared requirement. The requirement shall be shared through official emails or letter.
- iii. The empanelled agency(ies) shall search suitable profiles from their sources, conduct preliminary interviews of the candidates, conduct document verification and provide at least 5 CVs of qualifying candidates for each position as per the timelines stipulated in the table below. In exceptional situation, NHA may ask to provide less than 5 CVs, in such case the SLA related to providing minimum 5 CVs will not be applicable.
- iv. NHA shall be free to simultaneously share the same requirement to multiple empanelled agencies. In case the same candidate's profile is shared by two or more empaneled agencies simultaneously, the Agency sharing the profile earlier than the other ones on NHA's official email ID shall be considered in case that resource happens to be selected by NHA . However, in case of any conflict, the decision taken by the competent authority at NHA will be final.
- v.
- vi. It would be important that the empanelled agency assists NHA in increasing the success rate of the selection process by understanding the requirements of NHA deeply. Furthermore, it would be important for the empanelled agency to assist NHA in meeting its legal and social obligations regarding the composition of workforce
- vii. Attracting and encouraging candidates to apply for the open positions of NHA. The empanelled agency may publish advertisement at their cost, if necessary. No cost shall be borne by NHA in this case.
- viii. After thorough screening as per the JD, the empanelled agency, will share the information of shortlisted candidates to NHA.
- ix. Any candidate interviewed and found not suitable/not matching the criteria shall not be considered for the same position for a period 6 months from the date of interview through any of the empanelled agencies. In case of any exception decision taken by the competent authority at NHA will be final.
- x. The empanelled agency will conduct an annual assessment as and when may be required by NHA on the job market / job scenario for a single / multiple demand scenario.
- xi. The empanelled agency will share Monthly trackers of open/closed positions progress reports to the NHA.
- xii. NHA reserves the right to add/ modify any operational steps related to entire recruitment process as deemed fit.

xiii. Standard timelines for hiring – the following timelines are expected by the manpower agency:

SN	TASK	DELIVERABLE	TIMELINES (In Calendar Days)
1.	JD sharing	NHA shares the human resource requirement with the empaneled agency(ies) along with Job description.	T
2.	Resource Search and Profile sharing	a. Identifying, shortlisting and pre-screening of potential candidates who are meeting organization's requirements as laid down in the JD. b. Profile sharing with NHA	T+10 (T1)
3.	Interview Scheduling	a. Receiving the details of shortlisted candidates b. Communicate the interview schedule to candidates and take mail confirmation for their presence in the interview	T1+5 (T2) T1 – Date of sharing the shortlisted candidate
4.	Interview	a. Interview conducted by NHA b. Negotiations & complete documentation to be done by empaneled agency for shortlisted / waitlisted candidates (as per list shared by NHA interview panel)	T2+15 (T3) T2 – Date of completion of activities under 3.a and 3.b
5.	Final selection of candidates	a. Support in final selection of candidates as required by NHA b. Issue and Confirmation of Offer Letter	T3+5 (T4) T3 – Date of completion of activities under 3.a and 3.b

### 5.2 Lining up interviews with NHA:

- i. NHA shall communicate, at least 2 days prior, the dates of interview to the empaneled agencies. In exceptional cases, the above duration may be decreased on mutual consent / NHA's requirements.
- ii. NHA will conduct shortlisting of all CVs received from all the empaneled agencies and shall communicate the agencies to align the shortlisted candidate for interview at NHA.
- iii. The empaneled agency should verify documents of the candidates and submit the stamped & signed verified documents to NHA before the Offer letter is released to shortlisted/waitlisted candidates.
- iv. The agency shall ensure presence of minimum 60% of shortlisted candidates for the scheduled interviews.

- v. Interviews may be conducted face-to-face or through video-conferencing with the Interview panel at NHA Office.
- vi. The decision of NHA regarding the selection / rejection of the candidate shall be final.
- vii. No cost of travel/logistics of candidates for selection procedure shall be reimbursed/borne by NHA in any case.
- viii. Salary negotiation, collection & verification of required documents and finalising the date of Joining, with selected candidates will be done by the empanelled agency in consultation with NHA.
- ix. After confirmation from the empaneled agency regarding acceptance of the offer by the candidate, Work Order will be issued by NHA to on-board the resource.

### **5.3 HR Management of outsourced resources**

- i. The empanelled agency shall ensure the joining of selected candidate within 45 days of issuance of Work order or the Notice period specified in the existing employment contract of the shortlisted candidate.
- iii. NHA will share the checklist of documents required from candidate at the time of joining. The empanelled agency shall ensure that candidate carries the complete set of documents at the time of joining.
- iv. The selected candidate shall work on the payroll of the empanelled agency. The empanelled agency shall manage the HR {Salary, PF, leaves (as per NHA Policy) and other statutory dues & compliances} of the selected resources.
- v. All the HR and admin related activities including document verification, pay slip generation, experience letters, leave management etc. of the resources deployed by the agency shall be the responsibility of the respective empanelled agency only.
- vi. All expenses incurred by the employees due to official travel (mode of travel, hotel stay, meals etc.) undertaken to discharge official duties shall be reimbursed by the empanelled agency to the employee, post verification of the bills submitted. These expenses shall be paid on actuals (as per travel entitlements stated in NHA policy) to the empanelled agency. The empanelled agency shall be reimbursed this amount as part of the invoice to NHA along with all supporting & verified bills.

### **5.4 Compliance, Documentation & Reporting to NHA:**

- i. The empanelled agency shall be in obligation to pay the salary on or before 7th of every month to its deployed resources.
- ii. The agency will have to make the payments of Salary directly into the Bank Account of the deployed resources. NHA shall have the right to ask for relevant documentary proof of such credit, which the agency shall always comply with.
- iii. Any unjustified delay in crediting the salary of the candidate or any other non-compliance of Govt. Rules/Regulations may result in termination of contract and blacklisting of the agency at the sole discretion of NHA.
- iv. Although NHA will release the payment of Agency at the earliest as per the billing cycle, but still if there is a delay, the empanelled agency shall not hold the salary of the deployed resources even if there is delay from NHA in processing the invoice of empanelled agency.

- v. The empanelled agency shall discharge its liability in respect of Employees Provident Fund under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- vi. The empanelled agency shall also bear other charges like leaves (other than those covered under NHA Policy), additional Salary, ESIC, Group Insurance etc.
- vii. Deployed resources will be eligible for leaves as per NHA policy.
- viii. If selected candidate denies to join and waitlist candidate is considered, the respective empanelled agency shall ensure joining of the candidate within 45 calendar days time.
- ix. If the candidate resigns or is asked to be removed by NHA or remains absent from duty without documented and explicit permission of NHA for more than 5 working days, penalty shall be imposed on the concerned empanelled agency as per SLA.
- x. Employee shall have to serve notice period of 3 months or as concurred by NHA, before getting formally relieved from NHA.
- xi. In case the performance of the deployed human resource is found unsatisfactory, his/her services with NHA may be terminated by the concerned empanelled agency on the recommendation of NHA.
- xii. The resources deployed by the empanelled agency shall be of sound physical and mental health and should follow the code of conduct of NHA throughout his service tenure with NHA. In case of violation of this code of conduct, appropriate disciplinary action shall be taken against the resource and the agency shall be penalised as per SLA. Once the candidate joins NHA, prevalent HR policy's code of conduct will be applicable.
- xiii. In case it is found that any damage has occurred to the property or premises of the Govt department/NHA due to negligence of Manpower deployed by agency in performing their duty and/or absence from the place of duty and/or any other reason, the cost of all such losses or damages as assessed by NHA shall be recovered from the empanelled agency from Monthly bill or from their security deposit or in any other manner as may deemed fit.
- xiv. ESIC, EPF documents to be produced within 15 working days of joining of the resource in NHA
- xv. At the time of employee Contract renewal/annual review - a remuneration revision, if any, shall be applicable as per discretion/recommendation of NHA.
- xvi. For every requirement raised by NHA to the selected empanelled agency, the selected resources shall sign a mutually agreed Non-Disclosure Agreement (NDA) with NHA at the time of joining.
- xvii. During the empanelment, NHA may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- xviii. The empanelled agency will mandatorily submit documents showing the proof of qualification, experience and age of the resource deployed by it, for executing the contract and get it verified from the Administration Division of NHA.
- xix. The background verification of the credentials of the resource will be the responsibility of the empanelled agency.
- xx. The background verification report of the resource needs to be submitted to NHA within one month of the joining of the resource. The background verification will include verification of candidate's address, academic & professional certificates, experience certificates, police verification / criminal antecedents checks & data malpractice check
- xxi. The empanelled agency shall employ at least one competent representative whose name, address, telephone number, identity proof shall be communicated in writing to the HR Section of NHA, to supervise the deployment, HR Management and performance of deployed resources. The said representative, or if more than one are employed, then one of such representatives,

shall be present whenever required and should be approachable in person or on phone to NHA for discussion and meetings.

- xxii. The empanelled agency shall provide and be responsible for payment of salaries and other statutory privileges and facilities as applicable to deployed resources as per relevant and applicable law/rules/regulations and orders of the Central/State Government or local authorities or other authorities as are in force from time to time.
- xxiii. The empanelled agency shall maintain all records/registers as required under various Acts and other statutory laws in force and as amended from time to time, and produce the same before the Statutory Authorities as well as NHA as and when required.
- xxiv. The empanelled agency shall, in the event of employees sustaining any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any, required under applicable Act and law. It shall not be the responsibility of NHA to reimburse this amount to the agency.
- xxv. The empanelled agency shall comply with all the applicable laws in force and in effect.

## **6 Instructions to Bidders**

### **6.1 Objectives of this RFE**

NHA, through this RFE, invites Proposals from reputed firms (hereafter referred as 'Bidders') which meets the evaluation criteria and can deliver the scope specified in this RFE. This RFE is not an offer of empanelment by NHA. The information in RFE is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

### **6.2 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 RFE.
2. The requirements of the RFE 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 RFE 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 NHA.
5. NHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of NHA.
6. This RFE document is non-transferable
7. The RFE should not be used to market the bidder's product or services.

### **6.3 Availability of RFE Document**

NHA has published the NIT (Notice Inviting Tender) for the RFE on -

6.1.1 Website of NHA ([www.nha.gov.in](http://www.nha.gov.in))

6.1.2 Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in))

Bidders can obtain the RFE by submitting NDA (published with NIT) to NHA



#### **6.4 Bid Security**

1. The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified in 10.2.8 of annexure II of this RFE and shall be liable as per the declaration.

#### **6.5 Bid Preparation Costs**

1. 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 proposal and in providing any additional information required by NHA to facilitate the evaluation process.
2. NHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. This RFE does not commit NHA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFE.
4. All materials submitted by the bidder will become the property of NHA and may be returned completely at its sole discretion.

#### **6.6 Consortium and Sub-Contracting**

Bidding as a consortium and sub-contracting of any services is **not allowed** for implementation of any component under the scope of this project.

#### **6.7 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 6.7 (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.

#### **6.8 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. The power of attorneys/board resolution of the Bidder must be submitted along with the proposal.

#### **6.9 Language**

The Proposal 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.

#### **6.10 Complete and Compliant Responses**

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

#### **6.11 Late Bids**

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in section 2 (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. NHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. NHA 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 CPPP, 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. NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. NHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on CPPP) or by intimating all bidders, in writing or through e-mail. In such case all rights and obligations of NHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **6.12 Proposal Submission Format**

The entire proposal shall be strictly as per the format specified in this RFE and any deviation may result in the rejection of the RFE proposal. Refer Section 6.4 (Bid Submission Format) for the format for Proposal Submission.

#### **6.13 Amendment of the RFE**

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

#### **6.14 Bid Validity**

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

#### **6.15 Right to the Content of Proposal**

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

#### **6.16 Disqualification**

The Proposal 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 RFE:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
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 Proposal is conditional and has deviations from the terms and conditions of RFE.
4. The Proposal is received in an incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted without the bid security declaration as per the format specified in the RFE;
8. The information submitted in the proposal 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;

#### **6.17 Confidentiality**

Information relating to the examination, clarification and any other purpose of the RFE 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 proposal.

#### **6.18 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 RFE, the NHA shall reject a proposal 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, NHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Empanelment Security Deposit, as the case may be.
2. Without prejudice to the rights of NHA under clause above and the rights and remedies which the NHA may have under the Agreement, if a Bidder is found by NHA 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 RFE issued by NHA during a period of 3 years from the date such Bidder is found by NHA 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.

3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) "Corrupt Practice" means
    - ii. 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 NHA 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 NHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or
    - iii. 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 NHA in relation to any matter concerning the Project;
  - b) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
  - c) "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;
  - d) "Undesirable Practice" means
    - i. establishing contact with any person connected with or employed or engaged by NHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
    - ii. having a Conflict of Interest; and
  - e) "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.

#### **6.19 Right to Terminate the Process**

1. NHA may terminate the RFE process at any time and without assigning any reason. NHA makes no

commitments, express or implied, that this process will result in a business transaction with anyone.

2. This RFE does not constitute an offer by NHA. The bidder's participation in this process may result in short listing the bidders.

#### **6.20 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 NHA shall forfeit and appropriate the Empanelment Security Deposit, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NHA for, inter alia, the time, cost and effort of the NHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the NHA hereunder or otherwise.
- 2) NHA requires that bidders provide professional, objective, and impartial services and at all times hold the NHA's interests 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 NHA.
- 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 Proposal 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 NHA 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) 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 NHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The NHA 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.
- 5) The Empaneled firms shall disclose to the NHA in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Empaneled Agency or the Empaneled Agency's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

#### **6.21 NHA's right to accept or reject any or all proposals**

NHA reserves the right to accept or reject any proposal, and to annul the tendering process /Public

procurement process and reject all proposals 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 Purchaser action.

#### **6.22 Pre-Bid Queries**

Any clarification (pre-bid query) regarding the RFE can be submitted to NHA as per the submission mode and timelines mentioned in section 2 (Fact Sheet) of the RFE. The pre-bid queries must be submitted in the format as mentioned in Annexure I (Template for Pre-Bid Queries) of this RFE, 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 NHA. NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

#### **6.23 Pre-Bid Meeting**

NHA may organize a pre-bid meeting with the prospective bidders as per details provided in section 2 (Fact Sheet) and may respond to any request for clarifications on, and/or modifications of this RFE. 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 two (2) representatives shall be allowed to attend the pre-bid conference.
3. The authorized signatory of the bidder shall indicate to NHA the names of the individuals who will be attending the pre bid conference on behalf of the interested organization via an e-mail to [procurement.division@nha.gov.in](mailto:procurement.division@nha.gov.in), [dydirector.admin@nha.gov.in](mailto:dydirector.admin@nha.gov.in)
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.
5. The Pre-bid will be organized through video-conferencing.

#### **6.24 Responses to Pre-Bid Queries and Issue of Corrigendum**

1. NHA will endeavor to provide timely response to all the queries. However, NHA 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, NHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFE document. Any modifications of this RFE, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by NHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFE.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on CPPP.

4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, NHA may, at its discretion, extend the last date for the receipt of RFE Proposals.

#### 6.25 Bid submission format

1. The bids are to be submitted electronically on CPPP on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
2. This RFE process will be administered through the CPP portal. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, 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 CPP portal. Enrolment on the CPP portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on CPPP (please visit- <https://eprocure.gov.in/cppp/>) . For understanding, bidders are thus advised to go through such instructions (as published on CPPP) and take necessary assistance through the CPPP call center (if required) in order to properly submit their bids on time.
3. The Bidder should take into account any corrigendum to this RFE document that may have been published before submitting their Proposals.
4. The contents of the bids should be as under-

S. no.	Document Name	Contents
1.	Power of attorney/ Board Resolution	Power of attorney/Board Resolution as per section 5.8 (Authorized Signatory and Authentication of Bids)
2.	Bid Security Declaration	Scan copy of Bid Security Declaration (Original Bid Security Declaration to be submitted in a sealed cover at NHA office) as per section 10.2.8 of this volume of the RFE
3.	Pre-Contract Integrity Pact	Scan copy of signed pre-contract Integrity Pact as per Section 10.3- Annexure III (Pre-contract Integrity Pact)- (Original signed pre-contract integrity pact to be submitted in a sealed cover at NHA office).
4.	Proposal against evaluation criteria	a) Bidders proposal along with the specified documents/Forms at Annexure II. b) Checklist of all documents submitted

*Table 1: Bid submission documents*

5. The response to evaluation criteria (refer section 8.2) should be uploaded in separate folders on the CPPP.
6. Please note that prices must not be indicated in the technical bid. In case any bidder submits prices or any other commercial information in its proposal/bid then the bids of such bidders will be summarily rejected by NHA.
7. The proposal 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 RFE document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of NHA.
8. Original Bid Security Declaration and signed integrity pact is required to be submitted manually at NHA's office in a sealed cover and a scan copy of Bid Security Declaration and signed integrity pact needs to be uploaded on CPPP 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 resolution and Integrity pact for RFE # <.....>, dated <.....>”- along with bidders 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-

**Deputy Director (Administration)**  
**National Health Authority**  
**9th Floor, Tower-I, Jeevan Bharti Building**  
**Connaught Place**  
**New Delhi – 110001**

9. The Bidders are requested to go through the RFE document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
10. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
11. Each document submitted by the bidder in proposals must be duly signed by the authorized signatory as per section 6.8 (Authorized Signatory).

#### **6.26 Selection of Bidders for empanelment:**

##### **I. Opening of Proposals**

- a. The Proposals will be opened by NHA, on CPPP, 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 proposal.
- b. The date and time for opening the bidder’s proposal are mentioned in the Fact Sheet.

##### **II. Preliminary Examination of Proposals**

- a. NHA will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFE, will be rejected by the NHA and shall not be included for further consideration.
- b. Initial proposal scrutiny will be held and the proposals shall be treated as non-responsive, if they are:
  - i. Not submitted in the format as specified in this RFE document;
  - ii. Received without the Power of Attorney/Board Resolution;
  - iii. Found with suppression of details;
  - iv. Submitted with incomplete information;
  - v. Submitted without the documents required under this RFE;
  - vi. Non-compliant to any of the clauses mentioned in this RFE;



- vii. Lesser validity period than that prescribed in this RFE

### **III. Clarification on Proposals**

During the proposal/bid evaluation, NHA may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

## 7. Evaluation Process and Criteria

### 7.1 Evaluation Process

1. After the due date of bid submission, NHA shall open each of the bid proposals of bidders on CPPP in the presence of bidder's representatives present and attending. For the purpose of bid proposal evaluation NHA, may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the empanelment.
2. The bidder's proposal MUST contain all the documents mentioned in the RFE. Each of the Qualification conditions mentioned in sections 7.3, 7.4 and 7.5 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.
3. Bidders' response to the evaluation criteria shall be evaluated in accordance with the requirements specified in this RFE. A checklist has to be created with proper page-wise indexing of all supporting documents and to be uploaded by bidders in their proposal.

### 7.2 Evaluation Criteria

1. Bidders must submit their compliance against the evaluation criteria specified in this section. Those qualified shall be entitled for offer of empanelment.
2. Bidder must submit all the Forms provided under Section 10.2. Failure to submit any of the Forms/Formats mentioned under Section 10.2 may result in rejection of the bidder's proposal.
3. NHA shall evaluate the responses of the bidders to this RFE and scrutinize the supporting documents /documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection.
4. The decision of NHA in the evaluation of proposals shall be final.
5. No correspondence will be entertained outside the process of evaluation with NHA.
6. NHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformation on their proposals.
7. During the Proposal Evaluation, NHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFE. The Evaluation Committee (EC) constituted by the NHA shall evaluate the responses to the RFE and all supporting documents & documentary evidence as mentioned in this section of the RFE. NHA reserves the right to check/ validate the authenticity of the information provided in the evaluation criteria and the requisite support must be provided by the Bidder.
8. Upto 5 (top scoring) bidders shall be empaneled under this RFE.
9. The bidder quoting the least cost as per Commercial Bid Format shall be declared as L1 and other Agencies shall have to match its One Time Acquisition Cost and Recurring Charges in order to get empaneled.
10. In case number of qualifying bids or number of bidders is less than 5, then the panel shall be formed with lesser HR Agencies.
11. Definitions of key terms relating to qualification criteria are given below-

Term	Definition
Net worth (Consolidated)	As defined in Indian Companies Act

Turnover	The total amount of net receipts, from activities in the normal course of business, as per the annual audited report
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Term	Definition
Financial Year	The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Related Services	Related Services means Services similar to those mentioned under Section 5: Hiring Process of this document i.e. Vol-1.
Similar Project(s)	<i>Similar Projects include Advisory/PMU/PMC/Consultancy Projects in Public Healthcare/IT consulting / Digital are deployed in Government projects (refer 8.5).</i>

### 7.3 Pre-Qualification Criteria

Sl. No.	Eligibility Criteria	Document Proof
<b>Registered legal entity</b>		
1	<p>The bidder should:</p> <p>a. be a company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India.</p> <p>b. Be registered with GST</p> <p>c. have a valid PAN</p> <p>d. be registered with EPFO</p>	<p>a. Copy of certificate of Incorporation along with copy of Memorandum and Articles of Association.</p> <p>b. Copy of GST Registration certificate issued by GSTN authorities</p> <p>c. Copy of PAN Card</p> <p>d. Copy of PF Registration</p>
2	The bidder's firm must have been incorporated atleast 5 years prior to the date of bid submission.	Certificate of Incorporation
<b>Financial Capability</b>		

3	Minimum average annual turnover (Overall) of the bidder should be atleast INR 100 crores in any 3 (three) of the last 5 (five) financial years (FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19 and FY2017-18).	Statutory Auditor /CA Certificate of the Bidder clearly specifying the turnover for the specified years.  AND  Copy of the audited annual financial statements (AFS). AFS copy should have auditor's name and signature on the statements (Balance sheet/ P & L etc.). No website download or link to be provided
4	Minimum average annual turnover of the bidder's firm from "related services" should be atleast INR 45 crores in any 3(three) of the last 5 (five) financial years(FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19 and FY2017-18)	Statutory Auditor/ CA Certificate of the Bidder clearly specifying the turnover from Consulting/HR Deployment in "related services" in India, for the specified years.  AND  Copy of the audited annual financial statements (AFS). AFS copy should have auditor's name and signature on the statements (Balance sheet/ P & L etc.). No website download or link to be provided
<b>Bidder's Experience</b>		
5	The bidder must have provided atleast 50 resources each to two or more customers.	Certificate from the Customer confirming the same
<b>Non-Blacklisted and Non-Debarred</b>		
6	As on date of submission of the proposal, the Bidder's firm should not be 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 for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Self Declaration by the Authorized Signatory as per the format mentioned at sub-section 10.2 (Form PQ6 : Format- Self Declaration for non- black listing) of Annexure II of this RFE.
7	As on date of submission of the proposal, the Bidder should not be debarred under the conditions specified in sub-section 6.7 (Debarment from Bidding) of the RFE.	Self Declaration by the Authorized Signatory as per the format mentioned at sub-section 10.2 (Form PQ7 : Format- Self Declaration for non- debarment) of Annexure II of this RFE.

#### 7.4 Technical Evaluation Criteria

This section provides details on the Technical Evaluation Criteria (Table B) on which proposals shall be evaluated. Only the firm which clears the PQ Criteria shall be technically evaluated.

<b>Table B: Technical Evaluation Criteria</b>			
<b>S. No.</b>	<b>Criterion</b>	<b>Max Marks</b>	<b>Supporting Documents</b>
<b>Relevant Past Experience</b>			
1	<p>TE1: Experience of deployment of manpower as per the following criteria:</p> <ul style="list-style-type: none"> <li>a. Deployment of at least 75 resources each for two or more customer: 50 Marks</li> <li>b. Deployment of at least 60 resources each for two or more customer: 40 Marks</li> <li>c. Deployment of at least 50 resources each for two or more customer: 30 Marks</li> </ul>	50	Copy of work orders/Contract copy/Client Certificate clearly highlighting the attributes as per the requirements of definition of "Similar Project(s)" in section 8.2.8
<b>Approach &amp; Methodology</b>			
2.	<p>TE2: Experience of payroll management of manpower as per the following criteria:</p> <ul style="list-style-type: none"> <li>a. Payroll Management of at least 75 resources each for two or more customer: 50 Marks</li> <li>b. Payroll Management of at least 60 resources each for two or more customer: 40 Marks</li> <li>c. Payroll Management of at least 50 resources each for two or more customer: 30 Marks</li> </ul>	50	Copy of work orders/Contract copy/Client Certificate clearly highlighting the attributes as per the requirements of definition of "Similar Project(s)" in section 8.2.8
	<b>Total</b>	<b>100</b>	

**Note:**

- a) Bidders with a minimum of 70 marks shall be considered for commercial evaluation.

#### 7.5 Commercial Evaluation

1. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee – constituted by NHA).
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.

4. Only fixed price commercial bids indicating total price specified in this bid document will be considered as per (Commercial Proposal Format).
5. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA at actuals at the time of invoicing.
6. The Purchaser reserves the right to correct any computational, arithmetic errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number.
7. If there is a discrepancy between words and figures, the amount in words will prevail.
8. The least price quoted by any bidder in the commercial bid format shall be termed as L1. All other bidders who are technically qualified and intend to get empanel under this RFE shall mandatorily be required to match the prices of L1 line item wise.

#### **7.6 Bidder's Resources**

The following is the indicative list of human resources requirements as part of scope of HR Agency for NHA. Similar requirements would be shared with empaneled HR agency through separate Requisition Orders from time to time-

1. The HR Agency shall provide for the resources as specified herein, which shall discharge their respective responsibilities as specified below and as per scope of work.
2. The resources shall be deployed on-site/ remote as per the discretion of NHA, at any location within India. The same shall be provided as part of the Requisition Order.
3. All resources deployed by HR Agency will adhere with NHA's security guidelines. HR agency shall keep NDA or Background check records of each employee. consultants shall sign an individual level NDA with NHA.
4. The resources deployed on the project must strictly be on the payroll of the selected agency.
5. NHA reserves the right to ask to replace any resource, any-time during the execution of project, to which the HR agency shall always comply with.
6. Different profiles need to be proposed against different roles. NHA reserves the right to interview resources proposed by the HR agency.
7. NHA does not encourage replacement of resources unless it has been explicitly asked for by NHA. If, however, due to some pressing needs, NHA concurs to the request of HR agency or otherwise a replacement of resource, the new proposed resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise.
8. The resources proposed shall necessarily be Indian citizens. HR agency shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
9. The HR Agency shall provide for the following consultants, which shall discharge their respective responsibilities as specified below-

Position / Role Name	Expected Education Qualifications and Experience	Job Description /Key Responsibilities
PMU Lead	<p>B.E./B.Tech/M.Tech/MCA and MBA or equivalent from a recognized university or Institution</p> <p>15 Years in consulting (with substantial experience in IT / software programs) with at least 5+ years of working on government (e-governance) assignments</p>	<p>Lead, co-ordinate and supervise the core team for overseeing and assisting NHA in the implementation for ABDM.</p> <p>Act as a focal point for the core team to NHA throughout the duration of the project.</p> <p>Work closely with the ABDM leadership and contribute to strategic decision making to shape the course of the ABDM project</p>
Technology Product Lead	<p>B.E./B.Tech/M.Tech/MCA or equivalent from a recognized university or Institution</p> <p>10 Years in consulting / software development / other relevant areas</p>	<p>Conceptualization and design of technical services and frameworks for ABDM.</p> <p>To lead, co-ordinate and supervise the technical workstreams for overseeing and assisting NHA in the implementation for ABDM.</p> <p>Work closely with the ABDM leadership and contribute to strategic decision making to shape the course of the ABDM project</p>
Project Manager-Technology	<p>B.E./ B.Tech/M Tech/MCA and MBA or equivalent from a recognized university or Institution</p> <p>12 Years in consulting with atleast 3+ years of working on government assignments</p>	<p>Project management of various teams and activities both within and outside of the CPMU Responsible for the work of teams under them.</p> <p>As a critical member of the CPMU, expected to work closely with the ABDM leadership to contribute to various key decisions and take up key responsibilities</p>



<p>Solution Architect</p>	<p>B.E./B.Tech/M.Tech/MCA or equivalent from a recognized university or Institution 7 Years in consulting / software development / other relevant areas</p>	<p>Conceptualization and design of IT Architecture for various projects under ABDM To assist in designing functional, technical, integration requirements for new and existing applications Desired skillset – Enterprise Architect, Knowledge of Scalability, Knowledge of various stacks - Open-source stacks  As a critical member of the CPMU, expected to work closely with the ABDM leadership to contribute to various key decisions and take up key responsibilities</p>
<p>Associate Solution Architect</p>	<p>B.E./B.Tech/M.Tech/MCA or equivalent from a recognized university or Institution 5 Years in consulting / software development / other relevant areas</p>	<p>To assist in designing functional, technical, integration requirements for new and existing applications Desired skillset – Enterprise Architect, Knowledge of Scalability, Knowledge of various stacks - Open-source stacks</p>
<p>Program Manager</p>	<p>Postgraduate degree or equivalent from a recognized university or Institution with 12+ Years in consulting with at-least 3+ years of working on government assignments</p>	<p>Lead the planning and implementation of ABDM adoption related activities across all relevant geographic areas and all relevant stakeholders Lead a team of consultants (based out of NHA and specific states/UTs) to develop, implement and closely monitor work plans ensuring alignment with ABDM objectives and timely closure of deliverables Lead co-ordination with various stakeholders across participating states/UTs (both government and private) to ensure their participation and engagement with ABDM As a critical member of the Central Project Management Unit within the ABDM team, expected to work closely with the ABDM leadership to contribute to various key decisions and take up key responsibilities</p>

Contract Management/RFP Expert	B.E./B Tech/M.Tech/MCA/MBA or equivalent from a recognized university or Institution 5 Years in consulting with atleast 4+ years of working on government assignments	Assist in managing contracts, delivering activities such as tracking of project activities, milestones, payments calculation, SLAs etc. Assist in managing contracts, delivering activities such as tracking of project activities, milestones, payments calculation, SLAs etc. Assist in preparing RFPs, scope of works, bid process management.
Health Informatics Expert	MPH/MBBS/BDS/BHMS/BAMS or equivalent from a recognized university or Institution OR; B.E./B Tech/M.Tech/MCA/MBA or equivalent from a recognized university or Institution 5 Years relevant experience with at-least 1 years of working with Health Informatics / Health Data	Have a good understanding of Health Standards: FHIR, LOINC, Snomed CT, ICD Responsible for providing subject matter related expertise and shall be involved in multiple tasks right from solution designing to implementation, UI/UX etc.
Database Admin	B.E./B Tech/M.Tech/MCA or equivalent from a recognized university or Institution 5 Years in IT projects / other relevant areas	Responsible for Ensuring scalability and a smooth performance for a large number of users requires a highly optimized system. The database admin will review all database queries and table structure and optimize the system such that peak load can be handled with ease and the database is capable of delivering ready usage of the data
Module Lead	B.E./B Tech/M.Tech/MCA/MBA or equivalent with 04 years of work experience	Direct and manage subject matter expert (SME) activity. Analyze impacts and work with SME's and other stakeholders to gather detail requirements and manage issues.  Lead functional module planning, perform troubleshooting and resolve issues Plan and execute, legacy data migration, conversions, production cut-over, application go-Live and post

		<p>production activities. Review the test case result documents.</p> <p>Create functional specification documents (FSD) for the features. Create and maintain functional requirements and setup documents.</p>
Information Security Expert	<p>B.E./ B Tech/M.Tech/MCA or equivalent from a recognized University or Institution</p> <p>7+ Years in consulting / IT projects with at least 3 years of working on Government Assignments</p>	<p>Assist NHA in identifying the Security requirements to be implemented</p> <p>Lead team of various IT Security specialists to audit all modules / critical components of the ABDM IT infrastructure and identify the security requirements to be implemented for each module. He/she will also design the security considerations to be taken during deployment.</p>
Information Security-Compliance Officer	<p>B.E./ B Tech/M.Tech/MCA/MBA or equivalent from a recognized University or Institution</p> <p>5+ Years in consulting / IT projects with atleast 2+ years of working on government Assignments</p>	<p>Support the Information security team by driving and ensuring compliance across systems and process with respect to IT security norms</p>
Social Media Strategist	<p>Sr level with 10 years' experience</p>	<p>Planning of social media content on various platforms, framing of monthly calendar, creation of content to be posted on various platforms, brainstorming with IEC team for effective implementation of various awareness programs through social media. The senior executive will also advise various SHAs in effective implementation of regional communications strategy.</p>
Social Media Analysts, IORM Executive	<p>Jr level with 2-3 years' experience</p>	<p>Frame routine content for social media, part of the devised strategy. Ensure posting on various platforms and will monitor and respond to various queries raised on social media. The resource will</p>

		be supported by senior resources in effective monitoring of the social media pages.
Software Engineer (Systems,Networking, Data analyst,Developer)	<p>young enthusiastic engineers (B.Tech and B.E.) with a first class degree.</p> <ul style="list-style-type: none"> <li>• Strong problem solving capabilities</li> <li>• Ability to design and deploy technological solutions</li> <li>• Ability to liaison with multiple stakeholders including NHA management, Ecosystem partners, vendors etc.</li> <li>• Ability to solve complex technology and operational problems</li> <li>• Enthusiastic about research in the emerging areas</li> <li>• Excellent technology grasp and comprehension skills</li> <li>• Excellent organizational and interpersonal skills</li> </ul>	<ul style="list-style-type: none"> <li>• Work on different technology modules and Co-ordinate the core team for overseeing and assisting in the technology development.</li> <li>• Regularly monitor and supervise MSP / SDA teams and review their work output to ensure adherence to desired timelines and quality.</li> <li>• Work closely with experts / advisors to deliver on desired outcomes that are in-line with NHA expectations</li> </ul>

<p>iOS Developer</p>	<p>B.E. / B. Tech / MCA/ M.Tech (Computer Science/Electronics &amp; Communication/Electrical) or equivalent 4-5 years of experience in design and development</p>	<ul style="list-style-type: none"> <li>• Highly organized and detail-oriented, with the ability to keep multiple projects and client engagements active at once</li> <li>• Comfort with ambiguity and ability to navigate uncertainty</li> <li>• Work hands-on in developing iOS applications on different iOS platforms including Swift and Flutter</li> <li>• Responsible for developing and maintaining iOS and other front-end applications as directed by management</li> <li>• Developing new features, maintaining code, and fixing/debugging issues</li> <li>• Performing app profiling and improving app</li> <li>• Improving code quality through code reviews</li> <li>• Extensive hands-on development experience using Objective-C, SWIFT, UI Kit framework design</li> <li>• Exposure to or experience with React Native applications is a plus</li> <li>• Familiarity with RESTful APIs to connect iOS applications to back-end services</li> <li>• Understanding of Apple's design principles and interface guidelines</li> <li>• Good understanding of code versioning tools such as Git etc.</li> <li>• Responsible for following coding best practices and properly commenting code during development</li> </ul>
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## **8. Award of Empanelment**

- I. NHA will empanel upto 5 HR Agencies subject to their qualifying the evaluation criteria.
- II. Additionally, NHA shall place 2 more HR Agencies in the Waitlist for one year from the last date of signing of empanelment Agreement with the first 5 HR Agencies. These waitlisted agencies may be empaneled in case NHA decides to revoke the empanelment of any of the first 5 HR agencies .
- III. The empanelment shall be for duration of 3 years from the start/effective date of empanelment contract and further extendable by NHA for a period of 2 years (one year at a time), However, the discretion for extending the empanelment contract shall rest with the NHA on the same terms and conditions provided under this RFE and acceptance of both the parties
- IV. The List of empanelment agencies selected through this RFE process will be reviewed annually by NHA.
- V. In case any issues are faced by NHA, there empaneled will be revoked at the time of annual review.
- VI. Prior to the expiration of the bid validity period NHA shall issue Letter of Intent (LoI) to the qualified Agencies.
- VII. In case the tendering process / public procurement process has not been completed within the stipulated period, NHA, may like to request the bidders to extend the validity period of the bid.
- VIII. Within 5 days of issue of LoI, the successful Bidder shall communicate its acceptance to the said LoI in accordance with the terms of this RFE.
- IX. Within 15 days of the acceptance of LoI by the respective HR Agencies, Empanelment Security Deposit of ₹ 5 lakhs in form of irrevocable Bank Guarantee valid for sixty days beyond the period of empanelment shall be submitted by the empaneled HR Agencies. Refer BG Format provided in section 10.4 of this RFE.
- X. Within 5 days of submission of the Empanelment Security Deposit, the Agencies shall sign the empanelment contract with NHA and the Non-disclosure agreement (NDA).
- XI. Failure of the successful bidder to agree with the terms and Terms & Conditions of the RFE shall constitute sufficient grounds for the annulment of the award.
- XII. In such a case, the NHA shall invoke the Empanelment Security Deposit submitted by the Bidder.

## **9. Payment Terms & Service Levels**

- I. All payments related to this empanelment shall be borne by the NHA.
- II. The Agency shall be provided a One Time Acquisition Cost (i.e. only one time upon completion of 3 months as stipulated in III below) and a recurring charge as depicted in the Commercial Bid Format in section 10.2.9. The One time acquisition cost shall be a %age (as discovered in Table A of the Commercial Bid Format) of annual CTC of the respective resource.
- III. The one time charge shall be eligible for invoicing upon the successful completion of 3 months from the date of joining of the respective resource at NHA.
- IV. In case the resource decides to leave or is asked for replacement by NHA within 12 months from the date of his/her joining NHA, the Agency shall be liable to provide a replacement resource at no extra cost to NHA, i.e. No One Time Acquisition Cost shall be paid in such cases.
- V. The deployment of proposed resources by empaneled HR agency shall be subject to confirmation by NHA. Once confirmed by NHA, HR agency shall notify NHA on confirmation of proposed resources that such resources are ready for deployment at NHA. Along with this notice HR agency shall also submit an indicative cost sheet (with yearly and monthly bifurcation of amount), time of deployment of resource (s) etc. and shall raise invoices to NHA.

- VI. Mere empanelment under this RFE does not guarantee award of any work.
- VII. Resource cost shall be inclusive of all services as stated in this RFE and agreed with NHA.
- VIII. Please note that the recurring charge shall be paid on monthly basis and shall be derived by dividing the applicable amount (based on the count of resources whose payroll is being managed in that month) in the column "Amount per annum (Y)" under table B of the sub section 10.2.9: Commercial bid Format by 12.
- IX. HR agency agrees to onboard resources within a period as specified in section 5.1 of this volume
- X. HR agency agrees to provide replacement of any resource within 60 days of receipt of replacement request from NHA/ date of resignation of the exiting resource, as the case may be.
- XI. Each deployed resource shall sign and submit NDA as per the format provided in Annexure- III.
- XII. Payments to the Agency shall be subject to the compliance with the following Service Levels:

Level	Deliverable	Timeline	SLA/Penalty
I	Delay in the milestones as mentioned in section 5.1	For every day of delay beyond the timelines specified in the table under section 5.1, for reasons not attributable to NHA	Rs. 300 for a delay of each working day per resource per milestone
II	Submission of Background Verification of the resources to be deployed	Within 30 working days from issue of offer-letter to the selected candidates	Rs. 300 for delay of each working day per resource
III	Overlap between exiting resource and the new resource in case of replacement	Min. overlap of 2 weeks	Rs. 1000 for each working day less than 2 weeks
IV	Payment of salary to resources	Releasing resources salary on the last working day of the month but no later than 7 <sup>th</sup> day of the succeeding month	Rs 1000 per day per resource for delay of each working day from 8 <sup>th</sup> day of succeeding month
V	Replacement of resource in case of resignation/continuous absence of 5 working days without NHA approval/removal of resource at NHA's direction	Incoming resource to be deployed within 60 days as stipulated in clause 9.X above	Rs. 5000 for dealy of each working day

XIII. The cumulative penalties shall however not exceed 10% of the total value of invoice.





## 10. Annexures

### 10.1 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 RFE document	Query by bidder

1. Page Number – Page Number of this RFE 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'.
  - a) Section No. – Example– '8' and not 'Section 8'
  - b) Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFE)

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 NHA 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 NHA.

**10.2 Annexure II: Formats for Proposal Format**

**10.2.1 Form PQ1: Bid submission letter**

<No.....>

<Location, Date>

To

General Manager (Administration)  
National Health Authority  
9th Floor, Tower-I  
Jeevan Bharti Building  
Connaught Place  
New Delhi – 110001

Subject: Submission of the bid for RFE for <.....>

Dear Sir,

We, the undersigned, offer to provide the services of the Human Resource (HR) Agency with reference to your Request for Empanelment dated <insert date> and our Proposal.

We hereby declare that all the information and statements made in our bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFE document. We would hold the terms of our bid valid for 180 days from the last date of bid submission i.e. <insert last date> as stipulated in the RFE document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### 10.2.2 Form PQ2: Profile of Bidder

The following details are to be submitted for the bidder.

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year of Establishment	
3.	Incorporated in India (Yes or No)	
4.	PAN	
5.	GST	
6.	CIN	
7.	Contact Name and position	
8.	Head Office Address	
9.	Mobile (of contact person)	
10.	Telephone (of contact person)	
11.	Fax Number (of contact person)	
12.	Email Address (of contact person)	
13.	Brief Description of the Organization	
14.	Office Address	
15.	Certification	

Table 2: Profile of Bidder Format

### 10.2.3 Form PQ3: Proposal Checklist

Bidders are required to submit their compliances to the evaluation criteria for Bidder, along with documents required, as stated in section 8.2 of this RFE

### 10.2.4 Form PQ4: Self Declaration of Bidder's Experience

1. In this section the Bidder should provide their experience in various competency areas as required for evaluation.
2. For each of the citations the bidder shall provide details of a single point of contact (at client side) in for reference. NHA reserves the right to clarify on the citations from bidders' clients.
3. The Bidder should submit credentials that best illustrate ability to provide the services required as per the evaluation criteria only.
4. Bidder can submit maximum upto 6 citations for the evaluation.
5. The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from tender conditions.

#	Information Sought	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Bidder's SPOC at client location (Name and Contact details)	

5.	Client Contact Details <i>(Contact Name, Address, Telephone Number)</i>	
6.	Roles/Designation of the resources deployed- ONLY SIMILAR TO THE ROLES required in this RFE (Refer 8.5)	
7.	Details of the State/UTs where the resources are deployed under this project	
7.	Duration of Deployment (Start Date- End Date )	
9.	Narrative description of the services provided – sourcing, selection, deployment, payroll management, exit management, resource replacement etc.	
9.	Total cost of the project ( only provide the total payout made to the bidders by the client, as on date of bid submission)	
10	Documentary evidence as required- Work Order/Purchase Order/Contract	

Sincerely,

(Signature)

(Name and signature of Authorized Signatory)

(Name, Stamp, and signature of Statutory Auditor)

### 10.2.5 Form PQ5: Self-Declaration by the Authorized Signatory

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 proposal has at least 100 technically qualified personnel in Healthcare/ IT/ Program / Project Management and possess relevant degrees/credentials with prior experience in providing the above consultancy services.

Sincerely, (Signature)

(Name and signature of Authorized Signatory)

### 10.2.6 Form PQ 6: 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 proposal 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 Authorized Signatory)

### 10.2.7 Form PQ7 : 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 proposal is not convicted of an offence under-

- a) 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.

Sincerely, (Signature)

(Name and signature of Authorized Signatory)

**10.2.8 Form PQ8 : Bid Security Declaration**

<No.....>

<Location, Date>

To

Deputy Director (Administration)  
National Health Authority  
9th Floor, Tower-I  
Jeevan Bharti Building  
Connaught Place  
New Delhi – 110001

**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. 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 proposal/bid from the RFE during the period of bid validity (i.e. 180 days from the last date of bid submission) specified in the RFE 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 the purchaser 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 Empanelment Security Deposit or fails or refuse to submit the Empanelment Security Deposit within the stipulated deadline
2. 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)-

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

## 10.2.9 Commercial Bid Format

One Time Acquisition Cost (A)			
Description	Amount as per estimate (INR)	Proposed One Time Acquisition Cost (in %)	Derived amount as per %age quoted (A)-INR
One Time Acquisition Cost	36,00,00,000		0

Recurring Charge (B)				
S.No.	Description	Weightage (X)	Amount per annum (Y) INR	Estimated Weighted Amount (X*Y)- INR
1	Recurring Charge for 1-30 employees	70%		0
2	Recurring Charge for more than 30 employees	30%		0
<b>Total Estimated Amount (B)</b>				<b>0</b>

Overall Quotation by Agency		
S.No.	Description	Amount (INR)
1	One Time Acquisition Cost (A)	0
2	Recurring Charge (B)	0
<b>Total (To be used for L1 purposes)</b>		<b>0</b>

**Note:** Please note that the recurring charge shall be paid on monthly basis and shall be derived by dividing the applicable amount in the column "Amount per annum (Y)" by 12, based on the no. of resources being billed in the respective billing cycle.

### 10.3 Annexure III: Pre-contract Integrity Pact

The pre-contract integrity pact shall **be signed by the Bidder** should be submitted as part of 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, National Health Authority, 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**

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The principal intends to award, under laid down organizational procedures, contract for empanelment of Beneficiary Facilitation Agency for NHA. 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.
2. 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) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
  1. 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.
  - e) 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.
  - f) 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.
  - g) 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.
  - h) 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



- i) 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.
2. 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 Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Empanelment Security Deposit

### **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/Monitors**

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 monitor the adherence to the Integrity Pact, whether

and to what extent the parties comply with the obligations under this agreement.

1. 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, NHA.
2. 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.
3. 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, NHA and recuse himself/herself from that case.
4. 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.
5. 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.
6. The Monitor will submit a written report to the CEO, NHA 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.
7. If the Monitor has reported to the CEO, NHA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, NHA 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.
8. The word "Monitor" word include 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, NHA.

## **Section 10: Other Provisions**

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

1. Changes and supplements as well as termination notices need to be made in writing. Side agreements

2. 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.
3. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
4. 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 \_\_\_\_\_

**10.4 Annexure IV: Empanelment Security Deposit**

(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,  
Deputy Director (Administration)  
National Health Authority  
3rd Floor, Tower-I  
Jeevan Bharti Building  
Connaught Place  
New Delhi – 110001

Dear Madam,

- I. In consideration of the National Health Authority, Government of India, on behalf of the CEO, NHA on behalf of the Authority, (hereinafter referred to as the 'NHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having empaneled M/s..... with its Registered/Head office at.....(here inafter referred to as the SERVICE PROVIDER which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Intent No..... dated ..... and the same having been acknowledged by the SERVICE PROVIDER, resulting in a Contract, bearing No..... for..... (scope of Contract) and the SERVICE PROVIDER having agreed to provide an Empanelment Security Deposit for the faithful performance of the entire Contract.
- II. 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 SERVICE PROVIDER merely on a demand from the NHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NHA by reason of breach by the said SERVICE PROVIDER(s)' of any of the terms or conditions contained in the said Agreement or by reason of the SERVICE PROVIDER (s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the NHA and the SERVICE PROVIDER or any dispute pending.
- III. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the NHA discharges this guarantee.
- IV. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract Agreement by the SERVICE PROVIDER. The NHA 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 SERVICE PROVIDER, 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

remedy or security available to the NHA. The Bank shall not be released of its obligations under these presents by any exercise by the NHA 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 NHA or any other indulgences shown by the NHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

V. The Bank also agrees that the NHA 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 SERVICE PROVIDER and not withstanding any security or other guarantee the NHA may have in relation to the SERVICE PROVIDER's liabilities.

VI. This guarantee will not be discharged due to the change in the constitution of the Bank or the SERVICE PROVIDER.

VII. Notwithstanding anything contained hereinabove:

- a) Our liability under this guarantee is restricted to INR. .... (amount in words).
- b) This Bank Guarantee will be valid up to .....; and
- c) 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.....2022 at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

(Designation with Bank Stamp)

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