

**National Health Authority (NHA)**

**Government of India**

**REQUEST FOR EMPANELMENT**

**“Selection of agencies for providing fraud Analytics Services for National Health Authority”**

**RFE Ref. Number: S-12016/41/2021-NHA(PART-2)**

**Date of Publishing RFE: 01.05.2025**

## **Disclaimer**

The information contained in this Request for Empanelment (RFE) Document is being provided to select limited number of Service Providers/agencies on the terms and conditions set out in this Tender. This is a Procurement Tender, being issued as open tender for prospective Fraud Analytics Agencies. The purpose of this Tender Document (hereinafter called RFE: Request for Empanelment) is to provide eligible interested parties with information that may be useful to them in making their technical and financial 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 purport 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 Document 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 Document and obtain independent advice from appropriate sources.

Information provided in this RFE to the Limited set of 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 Document. The issue of this RFE Document 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 Service Provider/agency 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.

## Table of Contents

<b>1. INVITATION TO PROPOSAL .....</b>	<b>7</b>
<b>2. FACT SHEET AND RFE SCHEDULE .....</b>	<b>8</b>
<b>3. ABOUT NHA .....</b>	<b>10</b>
<b>4. SCOPE OF WORK .....</b>	<b>12</b>
4.1 PROJECT BACKGROUND .....	12
4.2. TIMELINES AND TERM OF CONTRACT .....	20
4.3 ADHERENCE TO STANDARDS.....	20
4.4 MANPOWER DEPLOYMENT .....	22
4.5 SECURITY OF INFORMATION AND DATA .....	24
4.6 KEY DELIVERABLES .....	25
<b>5 INSTRUCTIONS TO BIDDERS .....</b>	<b>26</b>
5.1 OBJECTIVES OF THIS RFE .....	26
5.2 GENERAL .....	26
5.3 AVAILABILITY OF RFE DOCUMENT .....	26
5.4 BID SECURITY DECLARATION.....	26
5.5 BID PREPARATION COSTS .....	26
5.6 CONSORTIUM/SUB-CONTRACTING .....	27
5.7 DEBARMENT FROM BIDDING & SELECTION .....	27
5.8 AUTHORIZED SIGNATORY AND AUTHENTICATION OF BIDS.....	27
5.9 LANGUAGE .....	27
5.9 COMPLETE AND COMPLIANT RESPONSES.....	28
5.10 LATE BIDS .....	28
5.11 PROPOSAL SUBMISSION FORMAT .....	28
5.12 AMENDMENT OF THE RFE .....	28
5.13 BID VALIDITY .....	29
5.14 RIGHT TO THE CONTENT OF PROPOSAL .....	29
5.15 DISQUALIFICATION .....	29
5.16 CONFIDENTIALITY .....	30
5.17 FRAUD AND CORRUPT PRACTICES.....	30
5.18 RIGHT TO TERMINATE THE PROCESS .....	31
5.19 CONFLICT OF INTEREST.....	31
<b>6 BID PROCESS.....</b>	<b>34</b>
6.1 PRE-BID QUERIES .....	34
6.2 PRE-BID CONFERENCE .....	34
6.3 RESPONSES TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM .....	34
6.4 SUBMISSION OF RESPONSE .....	34
6.5 SELECTION OF BIDDERS.....	36

<b>7</b>	<b>EVALUATION PROCESS AND CRITERIA .....</b>	<b>38</b>
7.1	EVALUATION PROCESS .....	38
7.2	EVALUATION CRITERIA .....	40
<b>8</b>	<b>AWARD OF CONTRACT .....</b>	<b>43</b>
8.1	AWARD CRITERIA.....	43
8.2	LETTER OF SELECTION.....	43
8.3	SECURITY DEPOSIT/PERFORMANCE GUARANTEE .....	43
8.4	CONTRACT SIGNING.....	44
8.5	FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFE.....	44
<b>9</b>	<b>PAYMENT TERMS .....</b>	<b>45</b>
9.1	VENDOR SCORING – CLAIMS .....	46
9.2	PAYMENT TO VENDORS – CLAIMS .....	46
9.3	VENDOR SCORING – CARDS/OPD CLAIMS .....	47
9.4	PAYMENT TO VENDORS – CARDS/ OPD CLAIMS.....	48
9.5	PENALTIES .....	49
<b>10</b>	<b>ANNEXURE I: TEMPLATE FOR PRE-BID QUERIES.....</b>	<b>51</b>
<b>11</b>	<b>ANNEXURE II .....</b>	<b>53</b>
11.1	FORMAT – SELF DECLARATION FOR NON-BLACK LISTING .....	53
<b>12</b>	<b>ANNEXURE III: TECHNICAL PROPOSAL FORMAT .....</b>	<b>54</b>
12.1	PROFILE OF THE BIDDING FIRM.....	54
12.2	RESOURCE DEPLOYMENT PLAN.....	54
12.3	FORMAT- CV'S OF PROPOSED RESOURCES .....	55
12.4	PROPOSED INFRASTRUCTURE REQUIREMENT FOR PROJECT.....	56
12.5	NO DEVIATION CERTIFICATE .....	56
12.6	TOTAL RESPONSIBILITY.....	57
12.7	FORMAT- UNDERTAKING (NO CONFLICT OF INTEREST).....	57
12.8	BIDDERS ARE REQUIRED TO SUBMIT THE CHECKLIST AS DEFINED BELOW-.....	59
<b>13</b>	<b>ANNEXURE IV: COMMERCIAL PROPOSAL FORMAT .....</b>	<b>60</b>
13.1	PROPOSAL COVER LETTER .....	60
13.2	COMMERCIAL BID FORMAT .....	62
<b>14</b>	<b>ANNEXURE V: FORMAT FOR E-PERFORMANCE BANK GUARANTEE/ PERFORMANCE BANK GUARANTEE .....</b>	<b>63</b>
<b>15.</b>	<b>ANNEXURE VI: SECURITY REQUIREMENTS .....</b>	<b>66</b>
<b>16.</b>	<b>ANNEXURE VII: INTEGRITY PACT.....</b>	<b>70</b>
<b>17.</b>	<b>ANNEXURE VIII: TRIGGER APPROVAL DOCUMENT .....</b>	<b>75</b>
<b>18.</b>	<b>ANNEXURE IX : BID SECURITY DECLARATION.....</b>	<b>77</b>

19. ANNEXURE X: DRAFT EMPANELMENT AGREEMENT ..... 79

20. ANNEXURE XI: NON-DISCLOSURE AGREEMENT..... 94

21. ANNEXURE XII: INDIVIDUAL CONFIDENTIALITY UNDERTAKING..... 104

22. SCHEDULE: I AUDIT, ACCESS AND REPORTING ..... 106

23. HISTORIC VOLUME OF CLAIMS AND CARDS ..... 108

# **1. Invitation to Proposal**

New Delhi

Date: 01.05.2025

The Government of India 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 without anyone having to face financial hardship. To fulfill this vision, the Government of India conceptualized 'Ayushman Bharat – a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based healthcare service. Ayushman Bharat adopts a two-pronged approach. Firstly, the creation of health and wellness centers to bring health care closer to homes. Secondly, Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana to protect poor and vulnerable families against financial risk arising out of catastrophic health episodes. For focused approach and effective implementation of AB PM-JAY, an autonomous entity, the National Health Agency was constituted. Established as a Society on 11th May 2018, the agency was registered under the Society Registration Act, 1860. The National Health Agency is reconstituted as the National Health Authority through a cabinet decision. Through the decision, the National Health Agency has been dissolved and has been replaced by National Health Authority (NHA) as an attached office to Ministry of Health & Family Welfare. NHA provides overall vision and stewardship for design, roll-out, implementation and management of AB PM-JAY in alliance with state governments. Inter-alia, this includes, formulation of AB PM-JAY policies, development of operational guidelines, implementation mechanisms, coordination with state governments, monitoring and oversight of AB PM-JAY amongst other.

The objective of this limited RFE is to seek the services of agencies to provide Fraud Analytics Services and related services for National Health Authority.

The website for accessing the information related to this RFE is central public procurement portal (CPPP) i.e., <https://eprocure.gov.in/eprocure/app>, and PM-JAY website - [www.pmjay.gov.in](http://www.pmjay.gov.in). Interested bidders are requested to submit their proposals on CPP portal to the "RFE" on or before the timelines as mentioned on CPP Portal.

Thank you and we look forward to receiving your proposal.

Warm regards

Director

National Health Authority

## 2. Fact Sheet and RFE Schedule

S. No.	Reference	Description
1.	RFE Number	<b>S-12016/41/2021-NHA(PART-2)</b>
2.	Name of purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India.
3.	Date of publishing of RFE	01.05.2025
4.	RFE Title	Selection of agencies for providing fraud Analytics Services for National Health Authority
5.	Period of Contract Agreement	3 Years plus 2 years extendable on yearly basis
6.	Method of selection	The process comprising of: <ul style="list-style-type: none"> <li>i. Pre-qualification evaluation</li> <li>ii. Technical evaluation, and</li> <li>iii. Commercial Evaluation</li> </ul> The final selection shall be based on Least cost Method i.e. L1 method.
7.	Availability of RFE document	RFE document is available on the following websites- <ul style="list-style-type: none"> <li>a. Central public procurement portal i.e. CPPP- <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></li> <li>b. PM-JAY website - <a href="http://www.pmjay.gov.in">www.pmjay.gov.in</a></li> </ul>
8.	Date till which the RFE response/bid validity should be valid	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
9.	Bid Security Declaration	The Bidders shall submit, along with their bids, a Bid security Declaration as per the details specified in section 5.4 (Bid Security) of this RFE. Bid Security Declaration must remain valid for at least 45 days beyond the final bid validity i.e. 180 + 45 days from the last date of bid submission.
10.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or before <b>08.05.2025 by 06:00 PM</b> . Bidders are required to send the queries/clarification request in MS excel file in soft copy (as detailed in Annexure 1). The e-mail address for requesting clarification is: <a href="mailto:procurement.division@nha.gov.in">procurement.division@nha.gov.in</a>
11.	Pre-Bid Meeting	Date & Time of pre bid meeting- <b>06.05.2025, 11:00 AM</b> onwards



		<p>Venue-</p> <p>National Health Authority Office Conference Room 4th Floor, Tower-1 Jeevan Bharati Building, Connaught Place New Delhi</p> <p>(NHA may decide to conduct the pre-bid meeting through electronic mode, the details for the same shall be posted on PM-JAY website viz. (<a href="http://www.pmjay.gov.in">www.pmjay.gov.in</a>)).</p>
12.	Bid submission	The last date for submission of Proposal is on or before <b>5:00 PM, 29.05.2025</b> . The bidder's proposal needs to be submitted online on CPPP.
13.	Currency	The bidder to state all costs in Indian Rupees only (₹).
14.	Late Bids	Late bids i.e., bids received after the specified date and time of receipt will not be considered
15.	Date, Time and venue for opening of pre-qualification/Technical bids of all bidders	<p><b>30.05.2025 Time: 5:00 PM</b></p> <p>National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place New Delhi</p>
16.	Tentative date, time and venue for opening of commercial bids of all bidders (only of the bidders who have qualified in the Pre-qualification and Technical evaluation stage)	<p>Date- To be announced later.</p> <p>Venue-</p> <p>National Health Authority, 9th floor, Tower-I, LIC Jeevan Bharti Building, Connaught Place, New Delhi</p>
17.	Date, Time of announcement of the selected bidder.	To be announced later

**Table 1: Fact sheet and RFE Schedule**

### **3. About NHA**

National Health Authority (NHA), an attached office of Ministry of Health and Family Welfare, has been entrusted with the responsibility of implementing Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB- PMJAY), various convergence schemes and Ayushman Bharat Digital Mission (ABDM).

Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) attempt to move from sectoral, segmented and fragmented approach of service delivery through various National and State/UT schemes to a bigger, more comprehensive and better converged need-based service delivery of secondary and tertiary care. It seeks to accelerate India's progress towards achievement of Universal Health Coverage (UHC) and Sustainable Development Goal - 3 (SDG3). It has the potential to transform the healthcare landscape of India.

The main objective of ABPM-JAY is to provide the poor and vulnerable population of the country with free quality healthcare services in public and private hospitals. The success of ABPM-JAY assumes the smooth and effective coordination between different stakeholders to provide quality secondary and tertiary care to the poorest of the poor and vulnerable population (as identified by Socio-Economic Caste Census data 2011) at no cost to them. This also exposes a risk of leakages in the form of fraud and abuse practices at each level.

NHA strongly believes that any form of fraud under AB PM-JAY is a violation of beneficiary rights under the scheme and misappropriation of public resources. NHA has adopted a zero-tolerance policy towards fraud in ABPM-JAY/NHA eco-system. National Anti-Fraud Unit (NAFU) has thus been at the forefront of operationalizing various aspects of the guidelines at National level and in providing technical support to the State Anti-Fraud Units (SAFU), in building their technical capacities.

In addition to the above, abuse or any act that is recognized by different provisions of the law of the land, as *fraud* shall be deemed to be *fraud* under the AB PM-JAY/convergence schemes; for e.g., willful negligence, impersonation, counterfeiting, misappropriation, criminal breach of trust, cheating, forgery, falsification, and concealment etc.

Fraud can be committed by any stakeholder/entity involved in implementation of AB PMJAY, with or without collusion of others – beneficiary, healthcare provider, Village Level Executives (VLE)/Pradhan Mantri Arogya Mitra (PMAM), staff of insurance company, third party Administrator, Implementation Support Agency or NHA or SHA including their contracted parties.

Anti-Fraud Framework covers entire gamut of activities for prevention, detection, and deterrence of different kinds of fraud that could occur in AB PM-JAY at different stages of its implementation by any of above entities.

## **4. Scope of Work**

The following is the envisaged scope of work under this RFE. It is clarified that the scope of work is not exhaustive but indicative in nature and not limited to the scope provided here and the agency shall undertake such other tasks, within the scope of the RFE, as may be necessary to implement the scope and the project efficiently and effectively in order to achieve the desired objectives.

### **4.1 Project Background**

It is a well-known fact that world over health insurance schemes/ programs are prone to fraud, abuse and leakages which not only impact the program financially but also often lead to endangerment of people's health. Therefore, it is important to prevent, detect and deter fraud effectively through robust processes, trained manpower, timely action backed by state-of-the-art IT systems.

The National Health Authority (NHA), the nodal agency for providing technical and managerial oversight, has adopted zero tolerance approach to fraud and has framework for anti-fraud policies, procedures and IT enablement which is adopted by the State Health Agencies (SHAs). To further strengthen Fraud Control measures implemented under the scheme, it is envisaged that industry consultations are undertaken to understand best practices, policies, procedures and IT solutions available for implementation in context of AB PM-JAY & Convergence scheme.

**The key objectives which this RFE aims to achieve are as follows:**

- Perform fraud and related analytics services on Individuals, Entities, Networks through specialized analytical solutions/ tools
- Predicting and detecting entity identity, fraud/ evasion patterns, revenue leakages minimizing the risk due to fraudulence.
- Support National Anti-Fraud Unit (NAFU) / State Anti-Fraud Unit (SAFU) Departments in informed decision making, investigation, audit and other related works (Recovery, follow up return defaulters etc.) by having more targeted data points through analysis
- Integration with internal & external data sources
- Generation of real time alerts to different entities to enable timely investigation

The fraud analytics services are envisaged to be used by NHA and its key stakeholders within NHA Eco solution. The agencies will take in data from various internal and external sources, transform the data and present the data in an analyzable capability (with slicing / dicing capability). The agencies shall also make data-based predictions, contain best suited models/ algorithms to identify and detect frauds while providing more effective data insights.

The Data Ingestion component is required to ensure that the case data obtained by the respective IO is ingested into a central repository which can then enable a holistic view of the data for further analysis. The data may be available in structured / semi-structured / unstructured formats; in electronic / paper form; provided in a batch or iteratively; or some other unforeseen scenario may also be encountered during the course of investigation(s). The Fraud management solution should be flexible enough to cater to case requirements.

#### **4.1.1. What Constitutes Fraud**

Fraud under the AB PM-JAY shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organization. It includes any act that may constitute fraud under any applicable law in India.

In addition to the above, any act (indicative list below) that is recognized by different provisions of the Indian Penal Code as fraud shall be deemed to be fraud under the AB PM-JAY:

- Impersonation
- Counterfeiting
- Misappropriation
- Criminal breach of trust
- Cheating
- Forgery
- Falsification / Concealment

Human errors and waste are not included in the definition of fraud. 'Errors' are unintentional mistakes during the process of healthcare delivery (like prescribing wrong medications to a patient). 'Waste' refers to unintentional inadvertent use of resources (prescribing high-cost medicines when generic versions are available). 'Abuse' refers to those provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the AB PM-JAY/convergence schemes, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the AB PM-JAY. Whereas fraud is willful and deliberate, involves financial gain, is done under false pretense and is illegal, abuse generally fails to meet one or more of these criteria. The main purpose of both fraud and abuse is financial and non-financial gain. Few examples of common health insurance abuse would be - excessive diagnostic tests, extended length of stay and conversion of day procedure to overnight admission.

#### **4.1.2. Types of Fraud and who may conduct it**

Fraud under AB PM-JAY may be conducted by beneficiary, payer, provider, CSC/VLE, PMAM, Staff etc. Each type of fraud is described as given below: -

Beneficiary fraud means fraud conducted by an eligible beneficiary of AB PM-JAY and may include but not be limited to:

- Making a false statement of eligibility (falsifying membership status) to access health services or knowingly allow impersonation/identity theft in own name by another person to access health services
- Using their rights to unnecessary services by falsifying their health conditions;
- Giving gratifications to service providers to provide excluded/uncovered services;
- Engaging in a conspiracy with service providers to submit false claims;
- Receiving prescribed medicines and/or medical devices for resale

AB PM-JAY staff fraud means fraud conducted by a staff or consultant of NHA or SHA or personnel employed by any of the agencies contracted by the SHA directly or indirectly involved with the AB PM-JAY. AB PM-JAY staff fraud may include but not be limited to:

- Engaging in a conspiracy with beneficiaries and/or empaneled health facilities to submit false claims for reimbursement;
- Manipulating beneficiary list/covered members list
- Empaneling ineligible providers or providers with dubious reputation
- Manipulating uncovered benefits into covered benefits;
- Suspending payments to health facilities to take personal advantage.
- Not taking action against complaints of fraud received against provider(s) or those indulging in unethical practices

Provider fraud means fraud conducted by any private or public healthcare provider empaneled for providing services under the AB PM-JAY. Provider fraud may include but not be limited to:

- Getting empaneled through manipulation of records or service/facilities etc.
- Manipulating/fudging claims for services paid through state budget;
- Receiving a commission for referral to AB PM-JAY services and benefits;
- Collecting fees from beneficiaries;
- Giving beneficiaries an inappropriate referral in order to gain a particular advantage;
- Diagnosis up coding (change of diagnosis code and/or procedure to a code of higher rate);
- Cloning of claims from other patients (duplication of claims from other patients' claims);
- Phantom billing (claim for services never provided);

- Inflated bills for medicines and medical devices (claims for medicines and/or medical devices larger than the real costs);
- Services unbundling or fragmentation (claim for two or more diagnoses and/or procedures that should be in one service package in the same episode or separate claims for a procedure that should be submitted in one service package in order to produce a larger amount of claims in one episode);
- Repeated billing (claim repeated for the same case);
- Prolonged length of stay;
- Cancelled services (claim for services that are cancelled);
- Measures of no medical value (claim for measures taken inconsistent with medical needs or indications);
- Deviation from the standard of care – claim for a substandard diagnosis and/or a measure;
- Unnecessary treatment;
- Phantom visit (claim for patients' false visit);
- Phantom procedures (claim for procedures never taken);
- Readmissions diagnoses and/or measures for one episode claimed for more than one time, as if for more than one episode.
- Indulging or conniving to indulge in unethical practices not permissible under guidelines of Medical Council of India/State Medical Council for medical practitioners or Clinical Establishment Act or under any other law of land or established medical norms, whether leading to patient harm, future health endangerment.

#### **4.1.3. Scope of Work**

NHA shall be hiring upto 5 agencies through this RFE.

The scope of work of the Agency is provided below:

- a. Services for seamless management of all transactions from the purview of Fraud analytics.
- b. Design and develop a Fraud Analytics services considering AB PM-JAY ecosystem, data from other agencies external to AB PM-JAY and analytics of data with help of Intelligence tools
- c. Planning, installation & commissioning of Software required for successful implementation & operations of Fraud Analytics services
- d. Third party licenses (if any) related to the project shall be under the name of NHA only. However, the supply, installation, commissioning, deployment,

management, support, O&M and any other activity related to the licenses shall be done by the selected bidder only.

- e. Configuration and tuning of all the installed equipment and related software
- f. Integration and testing of installed solutions / sub solutions / equipment / Software
- g. Design of models/ algorithms and continuous improvement including delivery of new types of fraud analysis /risk scoring.
- h. Ensuring security by design
- i. Ensuring uninterrupted and best in class services to users and stakeholders
- j. Work in close co-ordination with the AB PM-JAY, existing MSP of AB PM-JAY solution and other entities/ stakeholders (as suggested by PM-JAY) involved in the Project
- k. Training and capacity building to NAFU and SAFU officials
- l. Ensuring secrecy and confidentiality of and not limited to model/ patterns/ algorithms/design parameters/software etc. and governed by non-disclosure agreement
- m. Proper exit management
- n. Please note that no software's will be provided by NHA.
- o. NHA will facilitate the use of AWS native AI/ML based services at NHA's cost in addition to the existing provision of infrastructure and security service on NHA cost.



#### **4.1.4. Envisioned Data analytics capabilities:**

Data Analytics enables identification of useful / actionable information for effective decision making and investigation.

- a. The solution should have the capability of performing advanced data analytics such as clustering, classification, profiling, anomaly detection, predictive modelling, scoring, regression, link prediction, co-occurrence grouping, similarity matching, causal modelling and machine learning.
- b. The proposed solution should accept text from commonly used text sources such as ASCII text, Microsoft Word files, Adobe PDF files, Microsoft Excel files, XML/XBRL Files.
- c. The solution should support both statistical and rule-based classification mechanisms for categorization of text data.
- d. The solution should have pre-configured libraries and features to identify and extract entities such as names, persons, organizations and locations from text data.
- e. The solution should have the capability of using natural language processing (NLP) techniques to identify main topics of discussion and correlated topics.
- f. The solution should create a web of linked data from internal data (Databases, XML/XBRL etc.) and entities extracted from unstructured data.
- g. The solution should support use of ontologies to define relationships, concepts and areas of concern to organize knowledge.
- h. The solution should provide an interface for adding and modifying ontologies.
- i. The solution should identify relationships across multiple entities and entity types.
- j. The solution should be capable of drawing inferences i.e., discovering new relationships from linked data using automatic procedures based on ontologies.
- k. The solution should be able to provide an intelligent tool for searching individuals, entities, addresses using common attribute and relational data (related party search).
- l. The solution should enable user to filter the search results by selecting or deselecting specific attributes.
- m. The solution should be able to detect and present linkage between any two entities
- n. The solution should be able to compute adjacency (whether there is a direct connection from entity to another), reachability (whether two entities are connected or not by way of either a direct or an indirect linkages) etc.
- o. The solution should provide an interface for navigating through the related information using the linkages.

- p. The solution should be able to identify a network of entities on the basis of relevance of relationships between entities in semantic web (individuals, entities, addresses etc.) using user defined rules.
- q. The solution should be capable of discovery of meaningful correlations, patterns and trends by sifting through large amounts of data stored in repositories employing statistical and mathematical techniques.
- r. The solution should demonstrate near similar performance with growth in data volume
- s. Solution should have the capability to identification common patterns in data using Machine Learning algorithms.
- t. Platform should have capabilities in building statistical/machine learning models using Python, R, etc.
- u. These may deploy capabilities of both supervised and unsupervised learning.
- v. The model(s) are to be generated on the basis of learning/training data of PM-JAY ecosystem
- w. Machine learning analysis including statistical analysis. e.g., neural networks, decision trees, regression, anomaly detection, clustering, etc.
- x. The solution should be capable of machine learning to assist in fine-tuning the models from analysis of subsequent events, feedback and outcomes

#### ***4.1.5. Development of Triggers and their deployment:***

- Every vendor will be creating their own set of triggers which must be advance analytics algorithm including NLP, OCR, SNA, Deep Learning, etc. but not limited to it.
- All the triggers developed must be validated from NAFU (National Anti-Fraud Unit) both in terms of concept and outcome.
- Claims or cards may only be forwarded to the SAFU upon receiving approval from NAFU. After 3 years of the deployment of the triggers processing fee will not be paid.
- All triggers will be intellectual property of NHA and selected agency need to provide all relevant information (trigger construct, logic, code and technology used) to NHA at the time of deployment of triggers
- The template for the submission of triggers is available in Annexure VIII.
- NHA holds the right to restrict the scope of a certain trigger,

#### ***4.1.6. Distribution of Claims to the vendors***

- The distribution of claims to each vendor will be at the sole discretion of NHA

- All Claims to be submitted to all Vendors initially. Historic volume is mentioned in section 23 ***Historic Volume of claims and cards.***
- Subsequently distribution of the claims may vary depending upon the performance of each vendor which will be evaluated every Quarter
- All fraudulent claims confirmed by state will be residing in a common gallery which will be accessible to all vendors with Trigger reason
- All vendors will be given Labelled data (i.e., previous fraudulent claims) for training of Models
- Every day “Submitted claims” i.e., claims submitted by provider for payment will be pushed to the vendors and they will have 24 hours to process the claim and mark them as suspicious or non-suspicious
- All suspect claims will be collated and pushed to SAFU at the same time
- In case a claim is pushed by more than one vendor then in that case the SAFU will receive only one claim but with multiple trigger reasons.
- Only one trigger should be mapped with one claim by a vendor
- No trigger will be executed on all Packages.  
Triggers specifically related to High Frequency Packages are permitted for execution. General triggers that include High Frequency Packages are not allowed unless explicitly approved by NAFU.

#### ***4.1.7. Pushing of claims / cards to Vendors for processing***

- All the eligible vendors will offer their fraud analytics services as microservices through APIs, which will be loosely coupled and would be pushing data to the SAFU buckets
- The scope of work for the vendors only be limited to Fraud analytics i.e. analysing the claims / cards and pushing them for investigation to SAFU buckets.
- Claim / card which is submitted by one vendor for investigation cannot be sent again by any other vendor for re-investigation.
- A Claim can only be pushed to state for investigation within 24 hours from its submission.
- A card can only be pushed to state for investigation within 24 hours from its creation (Post complete validation).
- If a claim is approved/rejected before moving the suspicious claims to the State then it will not be considered as suspicious and it will be intimated to respective agency.
- NHA Holds the right to restrict the pushing of claims /cards/ OPD claims. A notification regarding the same and with the reason will be communicated to vendor.

#### **4.1.8. Obligations of NHA**

NHA will be responsible for the following:

- a. NHA will ensure that data of the PM-JAY solution shall be provided to Agencies as per the defined intervals and as and when required by Agencies
- b. Facilitating agencies to obtain data from other Departments/ Agencies (as and when required)
- c. NHA will provide the native services for fraud analytics services
- d. Providing necessary office infrastructure, space and other accessories for the agency's resources at Delhi. The agencies need to bring in requisite laptops/software etc. required for the project. It may be noted that the resources will not be able to use any external devices on these laptops.

#### **4.2. Timelines and Term of contract**

- a. The contract agreement will be for a duration of 3 (three) years, from the date of signing the contract with NHA, extension beyond this period, up to a maximum of two (2) additional years on a yearly basis, shall be at the sole discretion of NHA and shall be binding on the agency.
- b. Implementation of this project and project implementation timelines have been formulated for effective implementation of the project which are detailed below-
  - i. After the signing of the contract the agency is required to deploy key resources at NHA Delhi Office.
  - ii. NHA give access to the infrastructure required for the project as stated in their technical solution
  - iii. NHA will provide the necessary information regarding the AB PM-JAY IT ecosystems to the agency during the first week of the onboarding.
  - iv. Agency will be required to start submitting suspicious claims and cards to for investigation within 10 weeks from the onboarding.

#### **4.3 Adherence to standards**

The agency for the solution development and its operations and maintenance shall also adhere to the relevant guidelines and standards issued by CERT-IN, MeitY and Government of India including the following –

- a. Information Technology Act 2000 (revised 2008)  
(<http://www.meity.gov.in/content/information-technology-act>)
- b. CERT-In security guidelines for Indian Government websites (<http://www.cert-in.org.in/>)

- c. E-SAFE Guidelines for Information Security (<http://egovstandards.gov.in/>)
- d. e-Governance Standards for Preservation Information Documentation of e-Records (<http://egovstandards.gov.in/>)
- e. e-Governance standards on Biometric standards (<http://egovstandards.gov.in/>)
- f. Guidelines for Indian Government Websites (<http://egovstandards.gov.in/>)
- g. Information security and data privacy policies of NHA

**Policy on Adoption of Open-Source Software for Government of India Government of India has notified:**

“Policy on Adoption of Open-Source Software for Government of India” in the Gazette of India on 02.04.2015 for adoption of Open-Source Software in all e-Governance systems implemented by various Government organizations, as a preferred option in comparison to Closed Source Software. (Available at URL <http://www.egazette.nic.in/WriteReadData/2015/163746.pdf>) The Open-Source Software shall have the following characteristics:

- The source code shall be available for the community /adopter / end-user to study and modify the software and to redistribute copies of either the original or modified software.
- Source code shall be free from any royalty. All Government Organizations, while implementing e-Governance applications and systems must include a specific requirement in Request for Empanelment (RFE) for all suppliers to consider OSS along with CSS while responding. Suppliers shall provide justification for exclusion of OSS in their response, as the case may be. Government Organizations shall ensure compliance with this requirement and decide by comparing both OSS and CSS options with respect to capability, strategic control, scalability, security, life-time costs and support requirements. It is recommended to adopt Open-Source Software in all e-Governance applications and systems implemented
- Administrator
- e-Governance project teams in all Departments of Central / State Governments
- Consultants
- Implementing Agency

Mandatory Guidance Notes: Model RFE Templates for Implementation Agencies by Government Organizations. However, in certain specialized domains where OSS solutions meeting essential functional requirements may not be available or in case of urgent/strategic need to deploy CSS based solutions or lack of expertise (skill set) in identified technologies, the concerned Government Organization may consider exceptions, with sufficient justification

**Policy on Open Application Programming Interfaces (APIs) for Government of India”**

Interoperability among various e-Governance systems is an important prerequisite for upgrading the quality and effectiveness of service delivery. It is also required in order to

facilitate the single window concept of electronic services delivery by Government Organizations.

The purpose of this policy is to develop interoperable ecosystem of data, applications and processes in Government which will make the right information available to the right user at the right time.

Adoption of Open APIs in Government will enable quick and transparent integration with other e-Governance applications and systems implemented by various Government organizations, thereby providing access to data & services and promoting citizen participation for the benefit of the community.

Policy is available at <http://www.egazette.nic.in/WriteReadData/2015/164238.pdf>

- Administrator
- e-Governance project teams in all Departments of Central / State Governments
- Consultants
- Implementing Agency.

#### **4.4 Manpower Deployment**

- a. Agency to propose resources to be deployed on the project along with the CV format as prescribed in Annexure- III at the time of on-boarding. Once the resources are approved by NHA then only the same shall be deployed on the project.
- b. All resources deployed by the agency should be working with the agency and not a fresh hire i.e., hired at least 2 months before from the effective date of contract.
- c. Different profiles need to be proposed against different roles.
- d. All resources proposed by the bidder must be deployed on the project at NHA premises.
- e. NHA does not encourage replacement of resources unless it has been explicitly asked for by NHA. If, however, due to some pressing needs, the agency proposes a replacement of resource, the 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. The appointment of the resource will be confirmed only once the Head- Fraud Control has judged the knowledge, acumen and skills of the replacement resource and is convinced of the same. In case, the replacement resource is not found to be satisfactory, Agency will need to find another replacement resource within 7 days. The replacement resource and the resource transitioning out should have a minimum overlap of 3 weeks to ensure continuity.
- f. NHA shall reserve the right to interview resources proposed by the Bidder.
- g. The resources proposed shall necessarily be Indian citizens or have a valid working VISA to work in India and is on the payroll of the bidder.

- h. The agency shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
- i. Bidders should note that, during any subsequent stages of this procurement, NHA may ask for background check and/or security verification (Police verification) of resources proposed by the Bidder and Bidders needs to comply with the same. This is necessary considering the criticality of the Project.
- j. The agency shall deploy team for the project within fifteen (15) days of date of Signing of Agreement / receiving of LOI.
- k. The pre-requisite minimum qualification for the team composition is mentioned as below: -

S.no	Position	Qualification	Experience
1	Project Coordinator	Bachelor's degree in Project Management, Business Administration, Data Science, or a related (preferably in Public Health).	Minimum 5 year of experience in project management with analytical skills, out of which minimum 5 years of experience overseeing the planning, execution, and completion of fraud detection and prevention projects. Familiarity with data analytical tools and proficiency in Microsoft Office applications are essential. Experience with SQL and data analysis is also valuable. Maintain clear and consistent communication with stakeholders, providing updates on project progress, challenges, and outcomes.
2	Lead Analytics	Bachelor's or Master's degree in Data Science, Statistics, Mathematics, Computer Science, or a related field.  Advanced certifications in fraud analytics or data science are a plus.	Minimum 10 year of experience in various roles related to fraud analytics with a proven track record of developing and implementing fraud detection models and strategies. Previous experience in a leadership or managerial role is required.

<b>3</b>	Data Scientists / Analyst Consultant	Bachelor's or Master's degree in Data Science, Computer Science, Statistics, Mathematics, or a related field.	<ul style="list-style-type: none"> <li>• Minimum 5 years (out of which least 3 years in developing AI/ML models) of experience in analytics and managing big data.</li> <li>• The resources should have the demonstrable credentials of having worked/developed AI/ML models on his own</li> </ul>
<b>4</b>	Medical Expert	M.B.B.S <ul style="list-style-type: none"> <li>• Medical degree (MBBS) with strong understanding of healthcare systems and practices.</li> <li>• Proficiency in healthcare data analysis and familiarity with relevant software</li> <li>• Understanding of statistical and analytical methods used in fraud detection.</li> </ul>	Minimum 10 years of experience in healthcare schemes/ insurance/claims management/audit with investigative approach.

#### **4.5 Security of information and data**

The information and data at NHA are sensitive and confidential in nature not only for the government but also for the citizens. Any compromise of such information can have serious implications. It is therefore imperative to ensure confidentiality and integrity of data and transactions at various stages. The agency will be required to comply with the latest version of the NHA's information security and policy manual or prevalent best practices in information systems which will govern the security of information assets and operations at NHA during the entire duration of the contract (including extensions, if any). The agency shall also comply to detailed IT security requirements mentioned at Annexure VI of this RFE.



#### **4.6    *Key Deliverables***

Agencies shall submit a monthly report to NHA citing the number of claims and cards analyzed and pushed to States for investigation.

## **5 Instructions to Bidders**

### **5.1 Objectives of this RFE**

The National Health Authority (hereinafter to be referred as NHA), through this RFE, invites Proposals from prospective agencies which can meet the evaluation criteria specified in this RFE and deliver the scope. The project information and the broad scope of work is detailed in Section 4 of this RFE.

### **5.2 General**

- a. 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.
- b. 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.
- c. This RFE supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
- d. 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.
- e. NHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of NHA.
- f. This RFE document is non-transferable.
- g. The RFE should not be used to market the bidder's product or services.

### **5.3 Availability of RFE Document**

The Bid document can be downloaded for free from <https://eprocure.gov.in/cppp/> and <https://pmjay.gov.in>. The RFE document is available for download on all days and 24 x 7 till the last date of submission of bids.

### **5.4 Bid Security Declaration**

1. The Bidders shall submit a Bid security Declaration (refer Annexure-IX) along with their bids.
2. Bids submitted without the Bid Security Declaration or conditional Declaration, will be liable for rejection without providing any opportunity to the bidder concerned.
3. Bid Security Declaration must remain valid for at least 45 days beyond the final bid validity period and should be extended in the event the last date of bid validity is extended.
4. In case the Bid Security Declaration is not received within the stipulated deadline (provided in section 2 (Fact Sheet)) then NHA reserves the right to forthwith and summarily reject the proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.

### **5.5 Bid Preparation Costs**

- a. 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, in providing any additional information required by NHA to facilitate the evaluation process.

- b. NHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c. 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.
- d. All materials submitted by the bidder will become the property of NHA and may be returned completely at its sole discretion of NHA.

#### **5.6 Consortium/Sub-Contracting**

Consortium / sub-Contracting is not allowed.

#### **5.7 Debarment from Bidding & Selection**

- a. A bidder shall be debarred if he has been convicted of an offence –
  - i. under the Prevention of Corruption Act, 1988; or
  - ii. 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.
- b. A bidder debarred under Section 5.7(a)(i) above or any successor of the bidder shall not be eligible to participate in this bidding process for a period not exceeding three years commencing from the date of debarment.

#### **5.8 Authorized Signatory and Authentication of Bids**

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

The Authorized Signatory representing the Bidder shall digitally sign all bid document uploaded on Central Public Procurement Portal (URL: <https://eprocure.gov.in/cppp/>) and attach a scanned copy of the physically signed and stamped Integrity Pact, Letter of Authorization/board resolution/power of attorney and the EMD.

#### **5.9 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.

### **5.9 Complete and Compliant Responses**

- a. 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.
- b. 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:
  - i. Include all documentation specified in this RFE;
  - ii. Follow the format of this RFE and respond to each element in the order as set out in this RFE;
  - iii. Comply with all requirements as set out in this RFE.

### **5.10 Late Bids**

- a. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in fact sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail 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.
- b. Given that the bid submission to be made online, 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. The NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
- c. NHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum or by intimating all bidders, in writing or through e-mail, in which 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.

### **5.11 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 for the format for Proposal Submission.

### **5.12 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 the website.

Such amendments shall be binding on the Bidders. In case of such modifications, the bidders who have submitted their responses, prior to such amendments, to the original invitation shall be provided with an opportunity to modify or re-submit or withdraw their bids. Bidders are requested to regularly visit the website 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 website for RFE related updates/information.

#### **5.13 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.

#### **5.14 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.

#### **5.15 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:

- i. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
- ii. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
- iii. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFE.
- iv. The Proposal is received in incomplete form;
- v. The Proposal is received after the due date and time;
- vi. The Proposal is not accompanied by all the requisite documents;
- vii. The Proposal is submitted with lesser validity period;
- viii. The information submitted in the Technical 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;
- ix. The Commercial Proposal is enclosed within the technical Proposal or other Proposal;

### **5.16 Confidentiality**

Information relating to the examination, clarification and comparison 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 RFE.

### **5.17 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 Security Deposit or PBG, 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 2 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
    - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of 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
- ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of 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
    - iii. "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.

#### **5.18 Right to Terminate the Process**

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

#### **5.19 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 Security Deposit or PBG, as the case may be, 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 the agency provides professional, objective, and impartial services and at all times hold the NHA's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency 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 may 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 agency will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - e. A firm hired to provide similar services for the preparation or implementation of a project at present or in the past, and its Members or Associates, may be disqualified from subsequently providing goods or works or services related to the same project;
4. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the NHA in continuation of this project or to any subsequent services performed for the NHA where the conflict of interest situation does not arise.



5. 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.

## **6 Bid Process**

### **6.1 Pre-Bid Queries**

Any clarification regarding the RFE can be submitted to NHA as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure I 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. Further, NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

### **6.2 Pre-Bid Conference**

NHA will organize a pre-bid conference with the prospective bidders as per details provided in the 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 conference 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.

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

- a. 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.
- b. 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.

The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the CPP portal and NHA website.

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.

### **6.4 Submission of Response**

1. A two staged bid system will be followed for this RFE with LCS method. The three envelopes are –
  - a) Pre-qualification Bid
  - b) Technical Bid
  - c) Commercial Bid.

2. The bid response are to be submitted on central public procurement portal (CPPP) i.e. <https://eprocure.gov.in/eprocure/app>.
3. The Bidder should take into account any Corrigendum to this RFE document that may have been published before submitting their Proposals. The Proposal is to submitted in three covers as mentioned below:

Cover Number	Cover Name	Content
<b>One</b>	Pre-qualification Bid	i. Scan copy of signed Bid security declaration (Annexure-IX) ii. Scan copy Signed Integrity Pact (Annexure VII) iii. Scan Copy of Power of attorney/Board Resolution/Letter of authorization (as per section 5.8)  Note: - Original Copies must be submitted to the NHA office in a sealed envelope ( <b>Bid Security Declaration, Integrity Pact and Power of attorney/Board Resolution/Letter of authorization</b> ) mentioning the Bid no. on or before Bid submission deadline & Scanned copy of the same must be uploaded along with the bid
<b>Two</b>	Technical Bid	i. Technical Proposal as per section 7.1.2 and Annexure III along with the required supporting documents. ii. Checklist of all documents submitted (as per section 12.8 of Annexure-III)
<b>Three</b>	Commercial Bid	Commercial Proposal as per Annexure IV along with the required supporting documents and Cover letter

**Table 2: Three cover bid submission**

Each bid should be submitted in a different cover/envelope on the e-Procurement Portal with the name of the envelope (Pre-qualification Bid /Technical/Commercial)

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.

The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as

mentioned in the "Fact Sheet". The Bidder will not be allowed to submit the Proposal after the Bid submission time.

Each document submitted by the bidder in pre-qualification and technical and commercial proposals must be duly signed by the authorized signatory as per section 5.8.

## **6.5 Selection of Bidders**

### **6.5.1 Opening of Proposals**

The Proposals will be opened by NHA 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 or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal.

There will be three bid-opening events

- a. Cover1(Pre-qualification bid): - It will be opened as per the date specified in the facts sheet. If bidder have submitted the requisite documents to meet the pre-qualification criteria and hard copies of Signed Bid security declaration (in the format provided by NHA), Signed Integrity Pact (annexure VII), Power of attorney/Board Resolution/Letter of authorization are duly shared, cover 2 shall be opened.
- b. Cover 2 (Technical Bid): - Technical bid of bidders who declared qualified in pre-qualification stage.
- c. Cover 3 (Commercial Bid): - Commercial bid of the technical qualified bidders will be opened.

The venue, date and time for opening the Pre-qualification Bid is mentioned in the Fact Sheet. The Technical bid of only those bidders will be opened who clears the Pre-qualification stage and the Commercial bid of only those bidders who qualifies the technical evaluation shall be opened.

### **6.5.2 Preliminary Examination of Proposals**

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. Initial proposal scrutiny will be held and the proposals will be treated as non-responsive, if they are:

- c. Not submitted in the format as specified in this RFE document;
- b. Received without the Letter of Authorization/Power of Attorney/Board Resolution;

- c. Found with suppression of details;
- d. Submitted with incomplete information;
- e. Submitted without the documents required under this RFE;
- f. Non-compliant to any of the clauses mentioned in this RFE;

#### **6.5.3 Clarification on Proposals**

During the RFE 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

#### 7.1.1 Pre-qualification Evaluation

NHA shall open "Cover 1" marked "Pre-qualification Bid" online by the bidders in the presence of the bidder's representatives, who may present during bid opening. The proposal MUST contain all the required documents mentioned in the RFE. Each of the condition mentioned in the RFE is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.

Prequalification Criteria	Document Proof
a.Signed Bid security declaration (in the format provided by NHA, Annexure XI)  b.Signed Integrity Pact (annexure VII)  c.Power of attorney/Board Resolution/Letter of authorization	Original Copies must be submitted to the NHA office in a sealed envelope (Bid Security Declaration, Integrity Pact and Power of attorney/Board Resolution/ Letter of authorization) mentioning the Bid no.) before Bid submission end date & Scanned copy of the same must be uploaded along with the bid
The bidder should be a registered company in India under the Companies Act 2013 or LLP, registered partnership firm in India and should not be from the existing TPAs under PMJAY/ NHA's Convergence Schemes.	Certificate of Incorporation from Registrar of Companies (ROC) along with entire chain of Certificate of Incorporation documents (if applicable)/ partnership deed AND  Copy of the Board Resolution (BR) & Memorandum of Agreement (MoA)  AND Undertaking regarding not working as TPA anywhere under PMJAY/NHA's Convergence Scheme be furnished.
The bidder should have been in operation for a period of at least 3 years in India prior to the date of submission of bid.	Certificate by the Authorized Signatory
Bidder should have at least 3 years of continuous experience in fraud analytics in Insurance Industry, preferably in Health Insurance	Certificate by the Authorized Signatory alongwith copy of work order/client certificate.
Bidder should have done 3 or more projects in last 3 years with a minimum value of INR 2 crore for each project related to Data analytics in a year, definition of the project: the project should contain building analytical models as one of the key components in India or across the globe.	Certificate by the Company Secretary along with Copy of work order/client certificate.  AND For relaxation from value of project, relevant certificate as MSME or DIIP Startup
Bidder should have an average turnover of INR 12 Crore in last 3 financial years (2021-22,2022-23,2023-24) from the Analytics or Forensics or Fraud control line of business which may include: Data analytics or Fraud data analysis or Forensics investigation or Digital Forensics.	Audited Financial Statement detailing the revenue breakup for Analytics, Forensics, or Fraud Control services OR Statutory auditor's certificate OR Certificate from Chartered Accountant with valid UDIN

	AND
	For relaxation from value of project, relevant certificate as MSME or DIIP Startup

**Note: - The requirement for prior turnover and prior experience is relaxed by 50% for MSEs and Startups, subject to submission of relevant certificates.**

### **7.1.2 Stage 2 : Technical Evaluation**

Cover 2 marked as “Technical Bid” will be opened only for bidders who succeed in Stage 1, in the presence of the bidder’s representatives, if any.

1. The bidders are required to submit a write-up and deliver a presentation detailing their proposed solution including their approach, methodology and all other requirements specified in this RFE. NHA will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at NHA’s discretion.
2. The bidder’s technical proposal will be evaluated as per the requirements specified in the RFE and technical evaluation framework as mentioned in Section 7.2.1
3. Technical proposal must contain a comprehensive write-up detailing their proposed solution, including their approach, methodology, Past Experience with Case Studies and all other requirements specified in this RFE.
4. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. To technically qualify the RFE stage, Bidders will have to secure both of the following-
  - a) Attain an aggregate at least Technical Score of 70% or more
  - b) Score at least 70% in individual sections and sub-sections (as indicated in section 7.2.1) of Technical Evaluation

### **7.1.3 Stage 3: Commercial Evaluation**

- a. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee – constituted by NHA) in the presence of the bidder’s representatives, if any.
- b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c. Any conditional bid would be rejected.
- d. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered (As per annexure IV).

- e. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA.
- f. If there is a discrepancy between words and figures, the amount in words will prevail.

## **7.2 Evaluation Criteria**

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. The decision of NHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with NHA. NHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformations on their proposals. 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. NHA may constitute an Evaluation Committee (EC) to evaluate the Proposals of the bidders. The EC constituted by the NHA shall evaluate the responses to the RFE and all supporting documents & documentary evidence as mentioned in this section. NHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Technical Evaluation and Commercial Evaluation and the requisite support must be provided by the Bidder.

The evaluation criteria are as follows-

### **7.2.1 Technical Evaluation**

While the Bidder will be evaluated on the criteria mentioned below based on a write-up and presentation detailing their proposed solution including their approach, methodology and all other documents specified in Annexure III.

Non-submission of any document may lead to rejection of the proposal. The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following table:

<b>Parameters</b>	<b>Details</b>	<b>Max. Marks</b>
<b>Solution Originality / Features / Future Roadmap</b>	Overall Solution Design and Roadmap	5
	Overall Solution and Technical Architecture	5
<b>Solution Support / Maintainability</b>	Adaptability of the solution to incorporate feedback to reduce "true negatives" and handle errors	5
	Scalability of the solution	5



<b>Data analytics techniques including AI and ML techniques</b>	As evaluated during capability showcase by the organization in submitted proposal and presentation	20
<b>Ease of use / Integration capabilities</b>	Ease of integration with existing PM-JAY ecosystem	10
<b>Past experience</b>	Past experience of the bidder	10
<b>Resources</b>	Resume of Resources submitted	10
<b>Presentation of bidder's approach &amp; methodology</b>	Presentation to NHA covering solution, architecture, methodology, work plan, and understanding of timelines. Includes demo and roadmap. Presentation must be given by the one of the proposed key resources of the bidders.	30
<b>TOTAL</b>		<b>100</b>

**Table 3: Technical evaluation criteria (TEC)**

The overall technical cut-off will be 70%. The bidder needs to qualify the sectional and sub-sectional cut-off for each of the evaluation criteria specified in the table above in order to qualify in the technical evaluation stage. If a bidder doesn't qualify in any section and any sub sectional criteria then it will be disqualified. The bidders who qualify the minimum technical cut-off shall be assigned marks based on their proposals. The bidder with highest total marks shall be placed at T1 and subsequent bidder on T2 and so on.

### **7.2.2 Commercial Evaluation**

The bidder will be required to submit quote against two parameters:

- Fraud claim charge out rate
- Fraud card charge out rate

The weightage to the Fraud claim charges out rate is 80% whereas fraud claim charges out rate for card is 20% for commercial evaluation purpose.

$$\text{Rate} = (\text{Fraud claim charge out rate}) \times .80 + (\text{Fraud card Charge out rate}) \times .20$$

For e.g., if the following bids are submitted by the 3 bidders:

<b>Charge out rate</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
Fraud claims charge out rate (80%)	100	100	150

Fraud cards charge out rate (20%)	10	5	3
Rate (Only for purpose of Commercial evaluation)	82	81	120.6

In the above scenario the Bidder 2 will be the L1 Bidder.

In case only one bidder qualifies after the technical evaluation, NHA will have right to select the multiple qualified bidders or cancel the RFE.

Bidder's needs to provide their commercial bid as per the format provided in the RFE (Annexure-IV).

Commercial evaluation shall be conducted on the basis of the total price rate quoted by the respective bidders and basis that bidders will be placed at L1 (i.e., at lowest cost), L2 and so on.

All qualified bidders are required to meet the L1 price discovered (i.e. Fraud claim charge out and Fraud card charge out) though this RFE for signing of contract with NHA.

## **8 Award of Contract**

### **8.1 Award Criteria**

NHA will award the Agreement/Contract (Refer to Annexure X) to all successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above (in section 7 of this RFE) i.e.

### **8.2 Letter of Selection**

Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or by fax or email through a letter of award. 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. The letter of award will constitute the formation of the contract. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract to the successful bidder.

### **8.3 Security Deposit/Performance Guarantee**

The NHA will require the selected bidder to provide Security Deposit in form of Performance Bank Guarantee/Performance security, within 15 days from the Notification of award, for a value INR 10,00,000/- (Rs. Ten lakhs only). The Security Deposit shall be kept valid by the bidder for a period of three months after completion of the project. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NHA at its discretion may cancel the order placed on the selected bidder without giving any notice. NHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

The Format for PBG is provided in Annexure V. Preference will be given to the E-PBG in place of physical PBG. PBG/DD/RTGS or NEFT shall also be accepted. For E-PBG, Entity ID of NHA is NHA's PAN no. i.e. AAAGN0739C, which may be quoted for getting e-PBG. For any further details, the bidder/contractors may visit the website of National E Governance Services limited at <https://nesl.co.in/e-bg/>

In case the amount of payment to agency will exceed above INR 2,00,00,000/ (Rs. Two Crore/-) during the period of contract the agency will be required to submit the enhanced value of PBG @5% as and when made applicable by NHA.

#### **8.4 Contract Signing**

- Within 15 days of receipt of the notification of award or letter of intent the successful Bidder shall communicate its acceptance to the said letter of intent and shall also submit the Security Deposit in form of Performance Bank Guarantee (PBG) in accordance with the terms of this RFE (Refer Annexure V).
- Within 15 days of the notification of award, the successful bidder shall execute the Agreement/contract and the Non-Disclosure Agreement (Refer Annexure XI).
- The successful bidder is expected to commence its service within 15 days from its acceptance to notification of award of contract by NHA.

#### **8.5 Failure to Agree with the Terms and Conditions of the RFE**

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

## 9 Payment Terms

- The vendor payment shall be paid quarterly which shall not amount in totality more than 10% of the amount of total suspicious claims in a year.
- All vendors shall be paid success fee based on the performance and L1 discovered rate as per the defined payment slab for total "Fraudulent" claims/cards submitted.
- Performance of the vendor shall be calculated as % of total claim submitted as suspicious and marked as Fraud out of total Responded cases for the given quarter

i.e.

$$P = \frac{\text{total number fraud claims}}{\text{total number of suspicious claim}} * 100$$

The amount payable/success fee "x" will be calculated as per the performance of the vendor. The calculation method will be as per the below given slab: -

S.No.	Performance % calculated for quarter (P)	Amount payable "x" per TP claim
1	>90	2L1
2.	≥70 and <90	L1+0.7L1
3.	≥50 and <70	L1+0.5L1
4.	≥40 and <50	L1+0.3L1
5.	≥30 and <40	L1
6.	<30	Nil

- Vendors shall be paid as per the above defined slab only when the claim or card pushed by them as suspicious is confirmed as fraud by the states.
- In case of rule based triggers, if there is application of any technology to rectify the error percentage of the triggered claim as second step of improving the trigger efficacy and same is validated by the NAFU before deployment of the trigger then only payment shall be done as per the defined criteria.
- In case a claim or card is not investigated for more than a period of 3 months then it will be deemed True Positive for the purpose of vendor payments.
- The reference for the definitions is mentioned below –

S.No	Scenario	Definition
------	----------	------------

1	True Positive	Claim Marked suspicious and confirmed "Fraudulent" by State
2	True Negative	Claim Marked as suspicious and confirmed "Non Fraudulent" by State
3	False Positive	Claim marked as non-suspicious and is a non fraudulent claim
4	False Negative	Claim marked as non- suspicious but pushed as suspicious by other vendor and confirmed Fraudulent by State

### 9.1 Vendor Scoring – Claims

- The Vendor performance shall be the main criteria for ranking of the multi-vendors for the purpose of decision making regarding the availability of the percentage of total claim/card data for analysis.
- The Vendor with consistently low performance i.e. less than or equal to 30% of the performance leading to NIL payment in first two quarters from inception shall be liable for the annulment of the contract.
- It may be noted that NHA reserves rights to distribute the overall number of claims/cards to the vendors based on the Ranks of the vendors.  
For e.g., Vendor with Rank 1 may get 100% claims for processing, Vendor with Rank 2 may get 80% claims for processing and Vendor with Rank 3 may get only 70%, Vendor with Rank 4 get only 60% and the Vendor with Rank 5 will get only 50% claims for processing. This shall be reviewed every quarter and on the basis of number of bidders selected.

### 9.2 Payment to vendors – Claims

As cited above the payments to vendors will consists of amount equivalent to "x" calculated based on the criteria laid as per the performance of the multivendor for all the claims confirmed as fraud by the States.

Taking the above points into consideration following will be the formula used to pay the vendors:

**(Number of Suspicious Claims ) = CL\_P**

**(Number of Claims Confirmed Fraud by states) = CL\_TP**

Then,

$$P = \frac{CL\_TP}{CL\_P} * 100$$

As per the P value amount payable = CL\_TP\* x

As per P value, x is identified (refer defined slab)

**Total Payment for Claims (INR) = [ (CL\_TP\*x)]**

Below table can be referred for payout :-

S.No	Scenario	Definition	Number of suspicious claims	Number of claims marked as per scenario	L1 cost (assumed to be ₹2)	( P value is 44% so x=(L1+0.2L1 ) as per slab	Total Payment (₹)
1	True Positive	Claim Marked suspicious and confirmed "Fraudulent" by State	25,00,000	11,00,000	2	(₹2+₹0.3)= 2.3	(11,00,000*2.3 ) = ₹ 25,30,000

**Table:4 Payment calculation for True Positive Claims**

### 9.3 Vendor Scoring – Cards/OPD claims

- The Vendor performance shall be the main criteria for ranking of the multi-vendors for the purpose of decision making regarding the availability of the percentage of total card data for analysis.
- The Vendor with consistently low performance i.e. less than or equal to 30% of the performance leading to NIL payment in first two quarters from inception shall be liable for the annulment of the contract.
- It may be noted that NHA reserves rights to distribute the overall number of cards to the vendors based on the Ranks of the vendors.

For e.g., Vendor with Rank 1 may get 100% cards for processing, Vendor with Rank 2 may get 80% cards for processing and Vendor with Rank 3 may get only 70% cards, vendor with rank 4 may get only 60% of cards and vendor with rank 5 will get

only 50% for processing. This shall be reviewed every quarter and on the basis of number of bidders selected.

#### 9.4 Payment to vendors – Cards/ OPD claims

As cited above the payments to vendors will consists of amount equivalent to “x” calculated based on the criteria laid as per the performance of the multivendor for all the cards confirmed as fraud by the States.

Taking the above points into consideration following will be the formula used to pay the vendors:

**(Number of Suspicious Cards ) = CA\_P**

**(Number of Cards Confirmed Fraud by states) = CA\_TP**

Then,

$$P = \frac{CA\_TP}{CA\_P} * 100$$

**As per the P value amount payable = CA\_TP\* x**

**As per P value, x is identified (refer defined slab)**

**Total Payment for Cards (INR) = [ (CA\_TP\*x)]**

Below table can be referred for payout :-

S.N o	Scenar io	Definitio n	Number of suspiciou s card	Numbe r of card marke d as per scenari o	L1 cost (assu med to be ₹2)	( P value is 44% so x=(L1+0.2L1 ) as per slab	Total Payment (₹)
1	True Positiv e	Cards Marked suspiciou s and confirmed “Fraudule nt” by State	21,00,000	11,00,000	2	(₹2+₹0.3)=2.03	(11,00,000*2.3 ) = ₹ 25,30,000

**Table 5: Payment Calculation for Confirmed Fraud Cards**

i.e.

- The amount payable/success fee “x” will be calculated as per the performance of the vendor. The calculation method will be as per the below given slab:-



S.No.	Performance % calculated for quarter (P)	Amount payable “x”
1	>90	2L1
2.	≥70 and <90	L1+0.7L1
3.	≥50 and <70	L1+0.5L1
4.	≥40 and <50	L1+0.4L1
5.	≥30 and <40	L1
6.	<30	Nil

- Payments shall only be made on quarterly basis.
- As part of tax payments only applicable taxes shall be paid by NHA.
- Payments as stipulated above shall be subject to meeting the service levels by the agency as defined in section 9.5 of this RFE and appropriations to the amount being paid shall be done (if applicable). Any penalties/ liquidated damages, as applicable, for delay and non-performance, as per the criteria mentioned in this bidding document, will be deducted from the payments for the respective quarter.
- Advance payments will not be made.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- The payments to the agency shall be subject to the fulfillment of the following service levels and penalties-

Agency will execute the work as per Tender document with agreed schedule of rates. No extra payment will be entertained.

### **9.5 Penalties**

Below penalty shall be applicable on deviations from the scope of work defined and expected from multivendor including submission of quarterly MIS on the triggered claims (for the total triggered claim and the casual dismissal identified by SHA)

- The graded manner in which penalties are imposed is as per the table below :

Time period	Maximum Penalty
First 3 months	No penalty
4-6 months	2% of the Invoice value
7-12 months	5% of the invoice value
13-24 months	7% of the Invoice Value
25 months onwards	10% of the Invoice Value

**Table 6: Period wise gradation of Penalty %**

Penalties on non-availability of deployed manpower on-site are as below:

- All leaves and Holidays shall be as per NHA policy
- A penalty of Rs 4000/- per day/resource of absence with a maximum penalty as stated in the table above.
- Deputation of 3 resources from each agency to be appointed is mandatory in NHA premises for all working days, and for Attendance Penalty calculation attendance of all mandatory resources will be considered.
- 2<sup>nd</sup> year onwards the penalty will be capped at 10% maximum, of the invoice Value
- All deviations to be recorded and MIS report to be made available to NHA.

### 10 Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

#### Sheet 1: Bidder's Information

Information Sought	Details provided by the bidder
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

**Table 7: Pre bid queries (bidders information)**

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

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

#	Page No	Section No.	Section Name	Statement as per RFE document	Query by bidder

**Table 8: Format for pre bid queries**

i. 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'.

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

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

Notes –

- The queries are to be submitted in the format provided above only and as per schedule (refer-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.
- The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.

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.

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.

## **11 Annexure II**

### **11.1 Format – self declaration for non-black listing**

The certificate below is to be provided by the bidder.

**<To be printed on Company letterhead>**

We confirm that our company \_\_\_\_\_ as on date of submission of the proposal is not blacklisted by any Central/State Government/PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Authorized signatory)

## **12 Annexure III: Technical Proposal Format**

Bidders are required to submit their compliances to the technical evaluation criteria, along with documents required, as stated in section 7.2.1 of this RFE along with the following details-

### **12.1 Profile of the bidding firm**

Bidders are required to submit their details in the following format-

<b>S. No.</b>	<b>Item</b>	<b>Bidder's Response</b>
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	PAN	
5.	GST	
6.	CIN	
7.	Contact Name and position	
8.	Head Office Address	
9.	Mobile	
10.	Telephone	
11.	Fax Number	
12.	Email Address	
13.	Brief Description of the Organization	
14.	Office Address (from where services will be delivered)	
15.	Key representative for this project	
16.	Name and contact details of the CEO	

**Table: Bidders profile**

### **12.2 Resource deployment plan**

The bidder is required to submit separate resource deployment plans

Team Name	Team Lead	Total number of resources	Total Man Months Effort
Phase 1: Resource deployment			
<Functional>			
< Development>			
.....			
Operations team			
Maintenance team			
Enhancement team			
Data Science team			
Analytics team			
.....			
Total		_____	_____

**Table: Resource deployment plan**

\*the team names inserted in the above table are for illustration only and the bidder may modify and propose its own team structures for deployment in the technical bid.

### **12.3 Format- CV's of proposed resources**

The bidder must provide CVs of all the key resources of the RFE in the following format-

S. No.	Item	Bidder's Response		
1.	Name of the Resource			
2.	Specify role to be played in the project			
3.	Name of Employer			
4.	Number of years and months with the Current Employer			
5.	Total Experience (in Years)			
Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc. atleast for last 5 years)				
S. No.	Name of Employer	From	To	Designation/ Responsibilities

S. No.	Item			Bidder's Response
1				
2				
Summarized professional experience (Relevant to the Current Project) in reverse chronological order				
S. No.	From	To	Company Project Position Relevant Functional, Technical and Managerial experience	
1				
2				
Educational Background, Training Certification including institutions, % of marks, specialization areas etc.				
S. No.	Degree	Year of Award of Degree	University	% of marks
1				
2				

**Table: CV Format**

#### **12.4 Proposed Infrastructure Requirement for Project**

The bidder is required to submit the infrastructure requirements required to carry out the activities as defined in the scope of work.

It may be note that the components which are not available with the NHA and requested will not be provided to the bidder.

#### **12.5 No Deviation certificate**

A certificate in the below format to be provided by the bidder-

**<To be printed on Company letterhead>**

This is to certify that our offer is exactly in consonance with your RFE no. \_\_\_\_\_ dated \_\_\_\_\_ issued by National Health Authority and subsequent



amendments/corrigendum's etc. This is to expressly certify that our offer contains no deviation on the solution requirements and scope of work, Legal or Commercial aspects as specified in the RFE in either direct or indirect form.

(Signature of Authorized Signatory)

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

### **12.6 Total Responsibility**

A certificate in the below format to be provided by the bidder-

#### **<To be printed on Company letterhead>**

This is to certify that we [insert name of Bidder company] undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFE <Insert RFE # Dated\_\_\_\_> issued by National Health Authority for the duration mentioned in RFE.

(Signature of Authorized Signatory)

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

### **12.7 Format- Undertaking (no conflict of interest)**

#### **Certificate for undertaking for No Conflict of Interest**

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

- a) Receive or have received any direct or indirect subsidy from any of them; or
- b) Have common controlling shareholders; or

Have the same legal representative for purposes of this Bid; or

Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or

Influence the decisions of NHA regarding this bidding process; or Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced

by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or

Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the agencies taking part in the bid process.

(Signature of the Authorized signatory of the Bidder)

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

**12.8 Bidders are required to submit the checklist as defined below-**

**Table : Checklist for submission in Technical Bid**

<b>Sr. no.</b>	<b>Criteria</b>	<b>Document Proof</b>	<b>Provided (Yes/NO)</b>	<b>Evidence in Bid Document (Page No)</b>
1	Profile of the bidding firm	Duly signed document by authorized signatory		
2	Resource deployment plan	Duly signed by authorized signatory		
3	CV's of proposed resources	Duly signed by bidders authorized signatory		
4	Proposed Infrastructure Requirement for Project	Duly signed by authorized signatory		
5	No Deviation certificate	Certificate by the Authorized Signatory		
6	Undertaking (no conflict of interest)	Certificate by the Authorized Signatory		
7	Write-up detailing their proposed solution including their approach, methodology and all other requirements specified in this RFE	Writeup document/presentation duly signed by Authorized signatory		

### **13 Annexure IV: Commercial Proposal Format**

#### **13.1 Proposal Cover Letter**

(To be submitted on the Letter head of the Bidder)

(Location, Date)

To,

Assistant Director (Admin)

National Health Authority

9<sup>th</sup> Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

**Ref:** Submission of Commercial proposal for Request for Empanelment (RFE) Notification No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

- a. Having examined the RFE document, we, the undersigned, herewith submit our response to your RFE Notified vide No. \_\_\_\_\_ dated \_\_\_\_\_ for NHA, in full conformity with the said RFE document.
- c. We, the undersigned, offer to provide services to NHA in accordance with your RFE.

We have read the provisions of the RFE document, confirm our acceptance for the same and we are hereby submitting our commercial Bid.

We agree to abide by this RFE, consisting of this letter, commercial bid and all requisite supporting documents, for a period of 3 years from the closing date fixed for submission of bid as stipulated in the RFE document.

We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices anywhere in India.

We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government, PSU or autonomous body under Government of India or any State Government.

We have not been blacklisted or debarred by any Central/State/UT Government, PSU or autonomous body under Government of India or any State Government for failure to execute services as agreed upon/contracted for.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.

We understand that NHA is not bound to accept any bid received in response to this RFE. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.

In case we are engaged as an agency, we agree to abide by all the terms & conditions of the Contract that will be issued by NHA.

The commercial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'Service levels' defined in this RFE.

We already have the technical and financial capability in India for carrying out the services as detailed in the 'Scope of Work'.

We also understand that in case of deficiencies in our services as per the requirement of RFE, NHA reserves the right to allocate our volume of work, in full or in part, to other agency/service provider for a limited period or on permanent basis.

Yours sincerely,

Signature of Authorized Signatory [*In full as well as initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

### 13.2 Commercial bid format

Bidders are required to provide an **all-inclusive unit total cost for processing a claim and card** , as envisaged by them, in the format given below: -

Sr. No.	Charge out rate (A)	Unit Rate in (INR) (B)	Weightage for commercial evaluation (C)	Amount for commercial evaluation only (D)= (B*C)
I	Fraud claims charge out rate		80%	
II	Fraud card/OPD Claim charge out rate		20%	
III	Total of D			

\*Need to be upload the excel format of the above table also.

- i. Cost for all the activities as mentioned in the RFE document and
- ii. No extra item will be considered for payment. The quoted rates shall be inclusive of the cost of material, manpower, transportation, equipment, tools, and any other direct or indirect cost not explicitly mentioned above. All applicable taxes and levies during the currency of the contract shall be included, excluding GST.
- iii. GST shall be paid by NHA.
- iv. Rates entered into commercial rate page and duly signed by the authorized representative of the bidder shall only be considered. Rates and any other financial entity in any other form / letter head if attached by bidder shall be straightway ignored and shall not be considered.

**14 Annexure V: Format for e-Performance Bank Guarantee/ Performance Bank Guarantee**

(To be stamped in accordance with Stamp Act)

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

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

Date.....

To

Assistant Director (Admin)

National Health Authority

9th Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Dear Sir,

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 awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the "Agency" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Agency, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding ₹. .... (in words & figures).

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 Agency 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 Agency(s) of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding

notwithstanding any difference between the NHA and the Agency or any dispute pending before

Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the NHA discharges this guarantee.

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 extent the time for performance of the Contract by the Agency. 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 Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHA and the Agency or any other course or 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.

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 Agency and notwithstanding any security or other guarantee the NHA may have in relation to the Agency's liabilities.

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

Notwithstanding anything contained hereinabove:

Our liability under this guarantee is restricted to ₹. .... (in words & figures).

This Bank Guarantee will be valid up to .....; and

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.....2025 at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)



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

## **15 Annexure VI: Security Requirements**

- a. Agency shall comply with NHA's IS & data privacy policies in force from time to time as applicable. NHA shall share the relevant guidelines and standards with the Agency once institutionalized.
- b. Agency shall ensure that the Application have capability to ensure compliance against NHA IS Policy such as encryption (Data at rest, Data at transit & Data at use), anonymization, DLP (data leak prevention) etc.
- c. Agency shall upon reasonable request by NHA or his/her nominee(s) participate in regular meetings when information technology security & Data Privacy matters are reviewed.
- d. Agency shall promptly report in writing to NHA any act or omission which they are aware that could have an adverse effect on the proper conduct of information technology security at NHA
- e. Agency shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with NHA's data, facilities or Confidential Information
- f. Agency shall ensure that they have informed NHA prior 24 hours of any resource having access to NHA environment is relieving the project or Agency's organization
- g. Agency shall comply with all MeitY guidelines related to information security & data privacy.
- h. Right to Audit : NHA or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (if any), data centers, documents, records, procedures and systems relating to the provision under this RFE, but only to the extent related to the scope of work stated in the RFE, as shall be reasonably necessary to verify-
  - The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of NHA and documentation related thereto;
  - That the Agency has complied with the relevant technical standards, and has adequate internal controls in place; and
  - The compliance of the Agency with any other obligation under the contract.
  - Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Bidder.
  - For the avoidance of doubt the audit rights under this schedule shall not include access to the Agency's profit margins or overheads, any confidential information relating to the Bidder' employees, or minutes of its internal Board or Board committee meetings including internal audit, or such other

information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the contract

#### Data Security & Privacy Requirements

Agency shall be responsible to protect the privacy, confidentiality, and security of the NHAs data. Agency must comply with international standards for data protection including ISO 27001, and applicable regulations including IT Act and Amendments, Aadhaar Act (as applicable) and Regulations, and proposed data privacy act and regulations including Data Protection Act and other applicable laws and regulations, which the NHA may want the Agency to comply with. Agency shall ensure that these security and privacy requirements are been adequately implemented across the setup. The effectiveness shall be evaluated on a regular basis to ensure the continuity of security and privacy requirements.

The Agency shall ensure the security and privacy requirements including, but not limited to, the following:

- Ensure the compliance to security requirements as detailed above and also to requirements and guidelines published by NHA from time to time. Agency shall also ensure the compliance to upcoming security and privacy requirements as and when these become applicable.
- The security by inception shall be followed by the bidder that is the reason whatever solution is proposed shall be in compliance with these guidelines and as mentioned in the RFE document the cost of the same will be owned by bidder
- Setup an assurance process to periodically review the compliance to security and privacy requirements.
- Ensure that during the development of the product has been performed using securing coding practices and through development methodology
- Agency shall be responsible for maintenance of all software managed with latest updates, specifically related to security vulnerabilities.
- Ensure policies & procedures for secure disposition of electronic data on which the data resides (e.g., wiping hard drive, or other method of destruction)
- Ensure maintenance of system and application audit logs in line with applicable regulations including IT Act and Amendments, Aadhaar Act (as applicable), and any other Regulations made applicable from time to time.
- Ensure in case of any incident / breach notification timely (Not more than 24 hrs of identification) intimate appropriate stakeholders of NHA and respond to incidents / breach as per the Regulatory requirements, and international best practices.

- NHA shall have authority to conduct (or through external agency) periodical assessment of the security requirements to ensure compliance with security policies, procedures, and Regulations.
- Agency shall have an appropriate contingency plan (including backup) to recover the application services / data as and when required (including during any disaster)

The service provider shall keep the confidentiality, maintain secrecy of all confidential information and shall not, at any time, divulge such or any part thereof to any third party except as may be compelled by any court or agency of competent jurisdiction, or as otherwise required by law, and shall also ensure that same is not disclosed to any person voluntarily, accidentally or by mistake.

- i. **Compliance with Aadhaar Act (as applicable) and Regulations:** The Service Provider and all their associates shall comply with the relevant provisions of the Aadhaar Act 2016 and the Aadhaar Regulations 2016, while receiving, transmitting, storing, processing or handling Aadhaar Data, including Aadhaar Number, Demographic and Bio-metric data. Without prejudice to the specific provisions of the Act and the Regulations, the following provisions are brought to the notice of the bidders.
  - i. Any individual, entity or agency, which is in possession of Aadhaar number(s) of Aadhaar number holders, shall ensure security and confidentiality of the Aadhaar numbers and of any record or database containing the Aadhaar numbers.
  - ii. Any individual, entity or agency, which is in possession of Aadhaar number(s) of Aadhaar number holders shall not make public any database or record containing the Aadhaar numbers of individuals, unless the Aadhaar numbers have been redacted or blacked out through appropriate means, both in print and electronic form.
  - iii. Such individual, agency or entity shall not share the Aadhaar number with any person or entity.
  - iv. No entity, including a requesting entity, shall require an individual to transmit his Aadhaar number over the Internet unless such transmission is secure and the Aadhaar number is transmitted in encrypted form except where transmission is required for correction of errors or redressal of grievances. No entity, including a requesting entity, shall retain Aadhaar numbers or any document or database containing Aadhaar numbers for longer than is necessary for the purpose specified to the Aadhaar number holder at the time of obtaining consent.

Strategic Control of Operations to be provisioned

The final strategic control and governance shall still be with NHA for all its IT and Fraud Control landscape management and operations.

For ensuring strategic control of the operations –

- Approval of NHA shall be taken prior making changes / modifications of the deployed solution, database, data, configurations, security solutions etc. of the Government Community Cloud where such changes may affect the solutions of NHA.
- NHA shall own the super admin access of the application
- For any changes (including auto-provisioning and others that may or may not need prior approval) to the underlying cloud infrastructure, software, etc. under the scope of the agency, that has the potential to affect the SLAs (performance, availability, etc.), NHA shall get alerts / notifications from the Agency, both as advance alerts and post implementation alerts.
- NHA at its discretion may involve further users to facilitate the strategic control.

## **16 Annexure VII: Integrity Pact**

### **INTEGRITY PACT**

**(To be executed on 100 Rs 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", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

### **PREAMBLE**

The principal intends to award, under laid down organizational procedures, contract to design, develop, implement, operate and maintain Fraud Analytics Control and Tracking System for National Health Authority. 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.

- a. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

- i. 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.

The Principal will during the tender process treat all Bidder(s) with equity and reason. 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.

The Principal will exclude from the process all known prejudiced persons.

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)

- a. 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.
- i. 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.

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.

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.

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.

The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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.

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

- a. 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.
- b. 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 Performance Bank Guarantee.

#### Section 5: Previous Transgression

- a. 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.
- b. 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.

- a. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
- b. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

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) / Sub-contractors(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

- a. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the



Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- b. 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.

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.

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.

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.

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.

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.

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. 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

- a. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- b. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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.

Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

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 \_\_\_\_\_

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**17. Annexure VIII: Trigger approval document**  
**Trigger Approval Template**

**Date:**

**Trigger Created By:**

**Name of Triggers:**

**Trigger Objective:**

**Trigger Overview:**

**Triggers Reason:**

**Triggers Remarks:**

**Data Sample for NAFU Audit:**

Data Sample for NAFU Audit -			
No of Cases	No of Card	Suspicious case	Percentage of suspicion

**Sample Data File:**

**Refer to Another email (PHI)**

**NAFU Approval Remarks:**

**NAFU Additional Remarks:**

**Timelines and Approvals:**

<b>Timelines and Approvals</b>	
<b>Trigger Development Window (Month Year)</b>	
<b>Trigger sent for Approval (Date)</b>	
<b>NAFU 1<sup>st</sup> Feedback (Date)</b>	
<b>NAFU 2<sup>nd</sup> Feedback (Date)</b>	
<b>NAFU Approval (Date)</b>	
<b>Trigger Deployment (Date)</b>	
<b>Approved By</b>	

### **18. Annexure IX : Bid Security Declaration**

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

To

Assistant 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.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I /We are in a breach of any obligation under the bid conditions, including the following-
  - a) I/We have withdrawn or modified or amended, impairs or derogates our 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 Performance Security or fails or refuse to submit the performance security within the stipulated deadline
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-
  - i. the receipt of your notification of the name of the successful Bidder; or
  - ii. thirty days after the expiration of the validity of my/our Bid.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

WITNESS (two)-

.....

(Signature)

.....

(Name)

.....

.....

(Signature)

.....

(Name)

.....

## 19. Annexure X: Draft Empanelment Agreement

THIS Empanelment AGREEMENT (hereinafter referred to as the “AGREEMENT”) made on this \_\_\_\_\_ day of 2025 at Delhi, India by and between

**National Health Authority** through its \_\_\_\_\_, (hereinafter referred to as “**NHA**”) which expression shall unless repugnant to the context or meaning thereof mean and deemed to include its authorized representatives and permitted assigns of the **FIRST PART**

and

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

- A. WHEREAS NHA issued an RFE Dated \_\_\_\_\_ 2025 “RFE”, since NHA was desirous to procure Selected Agency for providing the Services as defined in the Scope of Work/work order as specified in RFE at contracted rates for provisioning of related services.
- B. AND WHEREAS \_\_\_\_\_ has been selected as the successful Bidder and has agreed to provide Services as listed in RFE Document No \_\_\_\_\_ dated \_\_\_\_\_ 2025.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### 1. Definition

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

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

rights and the benefit of any pending applications for any such registration; and

- b. All reversions, extensions and renewals of any such rights.
- iv. "Pre-existing work" shall mean any material / information which is:  
Created, developed and/or provided prior to the Effective Date of the Agreement by either Party; or Created, developed and / or obtained independently from third party by either Party and such material/ information pre-exists the Agreement and has no relation / connection with the Agreement.
- v. "Project" shall mean provision of services to NHA, as applicable, as per RFE. In the Agreement words and expressions not defined herein shall have the samemeanings as are respectively assigned to them in the RFE and Conditions of Contract.

## **2. Interpretation:**

In the Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to the Agreement and to RFE
- b. use of any gender includes the other genders;
- c. references to a 'company' shall be construed to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. References to a 'person' shall be construed to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted from time to time;
- f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. references to a 'business day' shall be construed as a reference to a day as per English Calendar Month (other than National Holiday on which banks in the state of are generally close for business);
- h. references to times are to Indian Standard Time;
- i. a reference to any other document referred to in the Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.
- k. Selected Agency/ Successful Bidder/Agency has been used for the same entity i.e., bidder selected for the project under terms of the RFE



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

### **3. Ambiguities**

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

shall apply:

- (i) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (ii) as between the provisions of the Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures;
- (iii) As between the provisions of RFE and any corrigendum issued thereafter, the provisions of the corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFE;
- (iv) As between any value written in numerals and that in words, the value in words shall prevail

### **4. Priority of Documents:**

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

- (i) This Agreement read with Scope of Work/work order and Service Levels
- (ii) Non-Disclosure Agreement
- (iii) Schedules and Annexures to the Agreement
- (iv) RFE Document No-----2025 along with subsequently issued Corrigendum
- (v) Technical proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished in response to the RFE, to the extent they are not inconsistent with any terms of the RFE.

### **5. Term:**

- 5.1. This Agreement shall come into effect on <\*\*\*> 2025 (hereinafter the 'Effective Date') and the selection shall be valid for an initial period of 36 months (Thirty-six months) from the effective date, further extendable 2 years on yearly basis at its discretion, on same terms and conditions. The decision of contract extension shall be solely at the option of NHA and cannot be claimed by the Selected Agency as

a matter of right. NHA reserves the right to empanel more agencies at any time.

## **6. Consideration:**

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

## **7. Payment Terms**

- i. Payments to Selected Agency will be linked to the conformation of Service Levels and Penalties linked to the delivery of milestones as stated under Scope of Work and section **9 payment term** of the RFE. All payments shall be made in Indian Rupees (INR).
- ii. The NHA shall not be responsible / obligated for making any payments or any other related obligations except as stated under this Agreement to the Selected Agency. The Selected Agency shall be fully liable and responsible for meeting all such obligations and all payments to be made to any other third party engaged by the Selected Agency in any way connected with the discharge of the Selected Agency's obligation under the Agreement and in any manner whatsoever. All undisputed and eligible payments will be made by the NHA in favor of the Selected Agency only.
- iii. In case of early termination of the Agreement, the payment shall be made to the Selected Agency as mentioned here with:  
Assessment will be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Selected Agency shall provide the details of the output/services performed during this period with supporting documents. Based on such details, NHA will evaluate the submissions and if satisfied shall make such undisputed payment calculated based on the specified rate/s subject to Service Levels/penalties as laid down in the terms of the RFE.

## **8. Change of Control:**

In the event of a change of Control of the Bidder during the Term, the Bidder shall promptly notify NHA of the same in the format provided by NHA.

In the event that the net worth of the surviving entity is less than that of the Bidder prior to the Change of Control, NHA may within 30 days of becoming aware of such change in control, require a replacement of the existing Security Deposit (with same or higher value) furnished by the Bidder from a guarantor acceptable to NHA (which may or may not be the Bidder or any of its associated entities).

If such a Deposit is not furnished within 30 days of NHA requiring the replacement, the NHA may exercise its right to terminate this Agreement within a further period of 30 days by written notice, to become effective as specified in such notice.

Pursuant to termination, the effects of termination as set out in this agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Bidder shall not be deemed to be an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

## **9. Updating of the Service Levels**

The Parties anticipate that the Service Levels need to be re-evaluated and modified to from time to time. Hence, they hereby agree to revise the Service Levels as and when required.

The Parties hereby agree upon the following procedure for revising the Service Levels:

- a. Any and all changes to the Service Levels will be initiated in writing between NHA and the Bidder, the Service Levels specified in RFE shall be considered to be standard for NHA and shall only be modified if both Parties agree to an appended set of terms and conditions;
- b. Only NHA may initiate a revision to the Service Levels;
- c. A notice of the proposed revision ("Service Levels Change Request") shall be served to the Bidder;
- d. In the event that both the parties approve of the suggested change, the Service Levels Change request would be appended to the Agreement;

## **10. Termination**

### **I. Termination for Breach:**

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

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

- a. If the Bidder is not able to deliver the services as per the SERVICE LEVELS which translates into Material Breach.
- b. If the Bidder or any of its personnel, in the judgement of NHA, has engaged in fraudulent and corrupt practices or acted with mala-fide intentions in competing for or in execution of the Contract and/or have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- c. NHA may by giving a one month's written notice, terminate the Agreement, if a change of control of the Bidder has taken place. For the purposes of this Clause, in the case of Bidder, change of control shall mean as stated in this agreement. Also, NHA may, as an alternative to termination, require a full Performance Security for the obligations of Bidder by a guarantor acceptable to NHA or its nominated agencies. If

such a security is not furnished within 30 days of NHA's demand, the NHA may exercise its right to terminate the Agreement in accordance with this Clause by giving 15 days further written notice to the Bidder.

- d. If the Bidder becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- e. If the Bidder submits to the NHA a false statement/incorrect information which has a material breach/adverse effects on the rights, obligations or interests of the NHA.
- f. If the Bidder found sub-contracting of services and the Bidder or the sub- contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest with NHA in respect with this RFE.
- g. If the Bidder fails to provide the quality services as envisaged under this Contract. The NHA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.
- h. If the Bidder and/or Sub- Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NHA.

## II. Termination for Convenience:

- a. NHA may, by written notice of 90 (ninety) days sent to the Bidder, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for NHA's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. NHA may, at its discretion, relax or absolve the Bidder from the Service Levels related to the part of the Agreement which is being terminated.

## III. Effects of termination

- a. In the event that NHA terminates the Agreement pursuant to failure on the part of the Service Provider/Bidder to comply with the conditions as contained in this Clause and depending on the event of default, Performance Security furnished by Service Provider/Bidder shall be forfeited
- b. In the event that NHA terminated the Agreement, the compensation will be decided in accordance with the Terms of Payment set out in terms of RFE and the Agreement.
- c. Upon termination of the Agreement, the Service Provider/Bidder will comply with the Exit Management procedure as follows:
  - i. It is the prime responsibility of Service Provider/Bidder to ensure continuity of services during the agreement period including exit management period and in no way any service shall be affected/degraded.
  - ii. During the Exit Management period, the Service Provider/Bidder shall, along with its operational activities also:
    - 1. Provide necessary handholding & transition support to NHA authorized agencies to ensure the continuity and performance of the Services to the complete satisfaction of NHA.
    - 2. Service Provider/Bidder shall not delete any data till the end of the agreement without the express approval of NHA.

3. Once the exit process is completed, Bidder will certify that Content and data destruction to NHA as per instructions of NHA and shall ensure that the data cannot be forensically recovered.
4. There shall not be any additional cost associated with the Exit / Transition-out process and provide all the requisite support for smooth transition and handover of the operations and assets.

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

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

#### **11. Obligations, representations, and warranties of the Selected**

##### **Agency:**

The SELECTED AGENCY represents and warrants to the NHA or its nominated agencies

(such representations shall remain in force during the Term and extension thereto), the following:

- a. it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under the Agreement and other agreements and to carry out the transactions contemplated hereby;
- b. it is a competent provider of a services as per enlisted Scope of Work/work order;
- c. acknowledges to have read and agrees to abide by NHA Information and Security Policy and Privacy guidelines as amended by NHA from time to time.
- d. Selected Agency agrees and acknowledges that at no time it shall store the data and/or information received during the term of this agreement for the purposes other than as specified hereunder;
- e. That all conditions precedent under the Agreement have been satisfied;
- f. That the selected Selected Agency has the power and the authority that would be required to enter into the Agreement and the requisite experience, the technical know-how, infrastructure, resources/authorizations and the financial wherewithal required to successfully execute the terms of the Agreement and to provide services sought by the NHA under the Agreement;
- g. That the Selected Agency shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. procured and deployed for the purpose of services of this agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements;
- h. The Selected Agency team shall use such assets of the NHA as the NHA

may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or the Agreement. The Selected Agency shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof;

- i. The Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under the Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- j. The execution, delivery and performance of the Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- k. There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of the Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under the Agreement;
- l. That the Selected Agency certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be affected or made by the Selected Agency which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;
- m. That no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into the Agreement or for influencing or attempting to influence any officer or employee of NHA or its nominated agencies in connection therewith.
- n. Selected Agency agrees and acknowledges that data in terms of the Agreement shall always remain within territorial jurisdictions of India. And it shall at all time abide by the Data Privacy and Protection laws as applicable in India in reference to the services required in terms of RFE and Agreement.
- o. Selected Agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.
- p. Selected Agency perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods.

## **12. Audit Access, Reporting and Inspection:**

The Selected Agency shall allow access to the NHA or its nominated agencies to all information which is in the possession or control of the Selected Agency and which relates to the provision of the Services and which is reasonably required by the NHA to comply with the terms of the

Audit, Access and Reporting Schedule set out as Schedule I of the Agreement. The mode of audit will be decided by NHA in consultation with the Selected Agency.

### **13. Notices**

- a) Any notice or other document and the intimation of the change of address, telephone number and nominated contact or any other valuable information which may be given by either Party under the Agreement shall be given in writing in person or by pre-paid recorded delivery post and email.
- b) In relation to a notice given under the Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert address>

Tel:

Email:

Contact:

With a copy to:

Selected Agency Tel:

Email:

Contact:

### **14. Variations and Further Assurance**

No amendment, variation or other change to the Agreement or the Service Levels shall be valid unless authorized in accordance with the change control procedure provided by NHA at the time of such change and such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to the Agreement.

### **15. Assignment**

- a) All terms and provisions of the Agreement shall be binding on and shall inure to the benefit of the NHA and the Selected Agency.
- b) Selected Agency shall not be permitted to assign or transfer any or all its rights and obligations under this Agreement to any third party without prior written permission of NHA.
- c) NHA may assign or novate all or any part of the Agreement and Schedules/Annexures, and the Selected Agency will be apprised of such novation via advance notice of 30 days.

### **16. Severability and Waiver:**

In the event that any provision of this Agreement is held to be illegal, invalid, unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

## **17. Compliance with Applicable Law**

During the tenure of the Agreement, the Selected Agency shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under the Agreement and nothing shall be done by the Selected Agency in contravention of any Applicable Law or any amendment thereof.

## **18. Limitation of Liability**

Except in case of gross negligence or willful misconduct, either Party's total liability shall be limited to the contract value mentioned in all the SOWs/work order entered between NHA and the Selected Agency till the date on which such liability arises except in case of breach of indemnifications obligations, confidentiality and security obligations. Neither NHA nor the Selected Agency shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

## **19. Force Majeure:**

- i. "Force Majeure" shall mean any event beyond the reasonable control of the NHA or of the Selected Agency as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- ii. A Force Majeure shall include, without limitation, the following:
  - a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
  - b. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
  - c. fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, and pressure waves, or other disaster;
- iii. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- iv. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended provided that the Party seeking for invocation of Force Majeure has taken all reasonable measures and that such event is not occurred due to Party's willful and negligent act and/or omission.
- v. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 1.9.



- vi. Subject to provisions of this Clause. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
  - a. constitute a default or breach of the Contract;
  - b. give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- vii. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- viii. In the event of termination pursuant to Clause 1.9, the rights and obligations of the NHA and the Selected Agency shall be as specified in the clause titled Termination.
- ix. For the avoidance of doubt, it is expressly clarified that the failure on the part of the Selected Agency under the Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement against natural disaster, fire, sabotage or another similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking etc. aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Selected Agency will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).
- x. Notwithstanding anything stated in this RFE, Parties agree and acknowledge that current situation of outbreak of Covid-19 will not be considered as a force Majeure for purposes of Services under this Agreement. Selected Agency at all time will ensure to deliver its services as per the Scope of Work/work order. Selected Agency will be responsible for any failure to perform its obligations under this contract, unless if it is prevented in performing of those obligations by an event of Government Order subject to written instruction and approval from NHA in this regard.

## **20. Performance Bank Guarantee**

The Selected Agency shall submit an Security Deposit as per RFE from a scheduled Indian Bank. NHA may invoke the Security Deposit in case the Selected Agency fails to discharge its contractual obligations during the agreement term. Notwithstanding and without prejudice to any rights whatsoever of the NHA under the Agreement in the matter, the proceeds of the guarantees shall be payable to the NHA as compensation for any loss resulting from the failure of Selected Agency, or any team members to perform/comply its obligations under the contract. The NHA shall notify the Selected agency in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the

Selected Agency is in default. The NHA shall also be entitled to make recoveries from the Selected Agency's bills, guarantees, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement in terms of RFE and/or contract.

## **21. Indemnity**

Selected Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the NHA (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") caused/claimed to/from NHA due to any act and/or omission leading to breach of obligations of Selected Agency under the agreement and/or on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or lack of due care or non-performance under the Agreement.

If the Indemnified Party notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents and or any other right incorporated in Selected Agency of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

## **22. Relationship**

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent, employer employee as between the NHA (or the Government Department) and the "Selected Agency" or its employees. No partnership shall be constituted between NHA (or the Government Department) and the Selected Agency by virtue of this registration nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other Registration a partnership has been constituted, or that it has any such power. Selected Agency shall be fully responsible for the services performed by them or on their behalf.
- b) Selected Agency shall not use NHA/PM-JAY/NDHM/other convergence schemes name or any service or proprietary name, mark or logo of Associated with NHA over any media for promotional/or non-promotional purposes without first having obtained the NHA's prior written approval over the content and media for such release.

## **23. Intellectual Property Rights**

Each Party acknowledges that the ownership of and all rights in relation to Intellectual Property of either Party or any third party on Pre-existing Work shall continue to remain property of that Party or the third party (subject to valid third-party license), as the case may be and that there is no change to any right, title or interest in Intellectual Property over such Pre-existing work by virtue of the Agreement. However, to the extent Agency's Pre-existing Work is

embedded in the deliverables and/or work developed or prepared under the RFE/Agreement, Selected Agency agrees that it shall grant to NHA non-exclusive, perpetual license without any additional cost to use its Pre-existing Work in the form delivered to it in connection to the Agreement.

Selected Agency acknowledges that all deliverables / reports / work developed, prepared and completed including work-in-progress, during the Term of the Agreement and extension thereof, shall belong to NHA and shall remain sole and exclusive property of NHA and all the Intellectual Property Rights in respect of the same shall vest with NHA. It is clarified that the Selected Agency shall not outsource/sub-contract the solution as required for the scope of the RFE.

Selected Agency shall bear full responsibility for the intellectual property violation, and any compensation / fines / damages in this regard shall be fully borne by the Selected Agency. If, as a result of such violation, NHA is enjoined from using such Third Party IPR or any part thereof or in is likely to be enjoined, Selected Agency, at its expense, shall (i) modify the Third Party IPR (provided its functionality is not impaired) so that it is no longer infringing and obtains a certificate to the said effect at its own cost and expense from the third party claiming infringement, and/or (ii) obtain the right for NHA to continue use of such Third Party IPR, at its own cost and expense.

**Ownership of Documents:** The NHA shall own all Documents provided by or originating from the NHA and all Documents produced by or from or for the Selected Agency in the course of performing the Services. Forthwith upon expiry or earlier termination of the Agreement and at any other time on demand by the NHA, the Selected Agency shall deliver to the NHA all Documents provided by or originating from the NHA and all Documents produced by or from or for the Selected Agency in the course of performing the Services, unless otherwise directed in writing by the NHA at no additional cost. The Selected Agency shall not, without the prior written consent of the NHA store, copy, distribute or retain any such Documents.

## **24. Dispute Resolution**

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the

notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi/ -----, India. The provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India / state jurisdiction of Delhi, India. Arbitration proceedings shall be conducting in English language only.

**25. Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and parties agree that the courts at New Delhi, India shall have exclusive jurisdiction over matters arising out of or relating to the Agreement.

**26. Entire Agreement**

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

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

For **National Health Authority (NHA)**

Mr. <Name>

<Designation

Seal

For **Selected Agency**

Mr. <Name>

Designation

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

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

## 20. Annexure XI: Non-Disclosure Agreement

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

BETWEEN

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

AND

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

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

WHEREAS:

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

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

### DEFINITIONS AND INTERPRETATION

#### 1.Definitions

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

## **2. Interpretation**

In the Agreement, unless otherwise specified:

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

## **3. Measurements and Arithmetic Conventions**

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

## **4. Ambiguities within Agreement**

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

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

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

## **5. Term**

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

## **6. Scope of the agreement**

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

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

## **7. Obligations of the receiving party**

The Receiving Party shall:

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



(b) grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.

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

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

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

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

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

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

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

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

## **8. Exceptions to confidential information**

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

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

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

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

#### **9. Ownership of the confidential information**

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

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

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

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

## **10. Dispute resolution**

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

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

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

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

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

## **11. Variation**

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

## **12. Waiver**

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

(a) shall be in writing

(b) shall not operate or be construed as a waiver of any other or subsequent default hereof or

of other provisions of or obligations under the Agreement;

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

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

### **13. Exclusion of Implied Warranties**

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

### **14. Entire agreement**

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

### **15. Severability**

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

### **16. No partnership**

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

#### **17. Third parties**

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

#### **18. Successors and assigns**

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

#### **19. Notices**

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

If to NHA:

Attn: <\*\*\*>

Tel:

Email:

Contact:

With a copy to:

If to the Selected Bidder:

Attn. <\*\*\*>

Phone: <\*\*\*>

#### **20. Language**

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

## **21. Counterparts**

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

## **22. Mitigation**

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

## **23. Removal of difficulties**

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Selected Bidder by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of the NHA by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

## **21. Annexure XII: Individual Confidentiality Undertaking**

I, [Insert Name], the undersigned, having [Insert Staff Number] acknowledge that as an employee/ staff of \_\_\_\_\_, I will be working as a team member of the \_\_\_\_\_ project team which is providing, or shall provide (as applicable), certain [Insert services to be provided] ("**Services**") to National Health Authority ("**NHA**") . I confirm that I have fully read and understood all the terms and conditions of the Non-Disclosure Agreement and Agreement dated [\_\_\_\_\_] ("**Agreement**") executed between \_\_\_\_\_ and NHA in particular to the contents below. With effect from [Insert the effective date of the NDA], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalized terms contained in this letter shall have the meaning attributed to them under the Agreement and/or RFE.

Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

1. Save as required by law or professional regulation (in which case I will immediately inform the \_\_\_\_\_ to the extent not prohibited by law or regulation), I will not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee of \_\_\_\_\_ or other associated organizations and/or subsidiaries, other than those who need to access such information on a strict need to know basis.
2. If approached by any third party or employee/staff (where such employee/ staff do not require access to the Confidential Information on a need to know basis) to provide any Confidential Information relating to the Services, I will immediately inform the Project Manager and will not disclose any such information without his/ her written consent.
3. I will not remove or destroy any documents, data, files or working papers in whatsoever form (including and not restricted to any in electronic form) in respect of the Services, without the written consent of Project Manager.
4. I will not divulge or make known to any other person, either the password or the unique security password that is assigned to me
5. I will not leave my computer/laptop unattended while still connected in a remote session.
6. I will not discuss any information, status or condition of any NHA / PM-JAY/NDHM/other convergence schemes related information with anyone, including another employee or staff of NHA, in a place or in a manner which may compromise the confidential nature of the information being provided from the NHA.
7. I understand that I am liable to be prosecuted if I publish anything without any official sanction any information that I may have acquired in the course of my tenure of an official appointment or retain without any official sanction any data, sketch, plan, model, article or official documents etc. which are not needed as part of my official duties.
8. In the event that I leave the employment of \_\_\_\_\_ or my association with \_\_\_\_\_ gets terminated, I will not discuss/ disclose thereafter any Confidential Information with/ to any other party.

I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with \_\_\_\_\_. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association



with \_\_\_\_\_. By my signature below, I acknowledge (i) receiving and understanding all the aspects and conditions of this declaration (ii) acceptance of my obligations arising out of this declaration and my agreement to fulfill the same.

Signature: \_\_\_\_\_

Name (in block letters): \_\_\_\_\_

Telephone #: \_\_\_\_\_ Date: \_\_\_\_\_

## **22. Schedule: I Audit, Access and Reporting**

### **AUDIT, ACCESS AND REPORTING**

#### **1 PURPOSE**

This Schedule details the audit, access and reporting rights and obligations of the NHA or its nominated agency and the Selected Agency.

#### **2 AUDIT NOTICE AND TIMING**

2.1 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase. Such timetable during the Implementation Phase, the NHA or its nominated agency and thereafter during the operation Phase, the NHA or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Selected Agency any further notice of carrying out such audits.

2.2 The NHA or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Selected Agency, a security violation, or breach of confidentiality obligations by the Selected Agency, provided that the requirement for such an audit is notified in writing to the Selected Agency a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Selected Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

2.3 The frequency of audits shall be a (maximum) half yearly, provided always that the NHA or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Selected Agency. Any such audit shall be conducted by with adequate notice of 2 weeks to the Selected Agency.

2.4 NHA will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of Selected Agency and will be bound by obligations.

#### **3 ACCESS**

3.1 The Selected Agency shall provide to the NHA or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third-party facilities as detailed in the RFE, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Chairperson, PIU / Steering Committee shall have the right to copy and retain copies of any relevant records. The Selected Agency shall make every reasonable effort to co-operate with them.

#### **4 AUDIT RIGHTS**

4.1 The NHA or its nominated agency shall have the right to audit and inspect suppliers, agents and third-party facilities (as detailed in the RFE), offices/ data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

(i) The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of NHA and documentation related thereto;

## **RFE: Fraud Analytics Services**

- (ii) That the actual level of performance of the services is the same as specified in the Service Levels;
- (iii) That the Selected Agency has complied with the relevant technical standards, and has adequate internal controls in place; and
- (iv) The compliance of the Selected Agency with any other obligation under the Agreement and Service Levels.
- (v) Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Selected Agency.
- (vi) For the avoidance of doubt the audit rights under this Schedule shall not include access to the Selected Agency's profit margins or overheads, any confidential information relating to the Selected Agency's employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Agreement.

### **5 AUDIT RIGHTS OF SUPPLIERS AND AGENTS**

5.1 The Selected Agency shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with supplier who supply labor, services in respect of the services. The Selected Agency shall inform the NHA or its nominated agency prior to concluding any supply agreement of any failure to achieve the same rights of audit or access.

5.2 REPORTING: The Selected Agency will provide quarterly reports to the Chairperson, PIU / Steering committee regarding any specific aspects of the Project and in context of the audit and access information as required by the NHA or its nominated agency.

### **6 ACTION AND REVIEW**

6.1 Any change or amendment to the systems and procedures of the Selected Agency, or subcontractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

6.2 Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the NHA or its nominated agency and the Selected Agency Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement.

### **7 TERMS OF PAYMENT**

7.1 The NHA shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the Selected Agency, for all reasonable assistance and information provided under the Agreement, the Project Implementation, Service Levels by the Selected Agency pursuant to this Schedule.

### **8 RECORDS AND INFORMATION**

8.1 For the purposes of audit in accordance with this Schedule, the Selected Agency shall maintain true and accurate records in connection with the provision of the services and the Selected Agency shall handover all the relevant records and documents upon the termination or expiry of the Agreement.

**23. Historic Volume of claims and cards**

<b>TMS Claims</b>	<b>Claims Volume</b>
<b>FY 18-19</b>	15,02,435
<b>FY 19-20</b>	78,40,883
<b>FY 20-21</b>	77,04,513
<b>FY 21-22</b>	1,46,01,475
<b>FY 22-23</b>	1,65,71,188
<b>FY 23-24</b>	1,59,35,037

<b>BIS Card Volume</b>	<b>Card Volume</b>
<b>FY 18-19</b>	2,78,92,189
<b>FY 19-20</b>	4,73,42,396
<b>FY 20-21</b>	3,30,87,802
<b>FY 21-22</b>	2,28,80,881
<b>FY 22-23</b>	9,12,95,261
<b>FY 23-24</b>	11,80,25,720

*\*Note: source -<https://dashboard.pmjay.gov.in/pmj>*