



**State Health Authority (SHA)
Government of <.....>**

REQUEST FOR QUOTE (RFQ)

**“Call for Commercial Quotes NHA Empaneled Agencies
for Conducting Desk Medical Audit for PM-JAY”**

RFQ Number: <.....>

Date of Publishing RFQ: <.....>

Disclaimer

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

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

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

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

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

About this RFQ

This RFQ (Request for Quotes) is meant to invite commercial proposals ONLY from empaneled agencies of NHA (vide RFE titled - *Empanelment of agencies for conducting Desk Medical Audit for PM-JAY dated 24 March 2021*:). The content of this RFQ has been documented as a set of two (II) volumes explained below.

- **RFQ Volume I: Instructions and Bidding Process/Formats:** Volume I of RFQ provides details on the proposed scope of work, payment terms and details that may be needed by the bidders to understand their eligibility, bidding process and formats for preparing the bids.
- **RFQ Volume II: Contractual and Legal Specifications:** Volume II of RFQ provides the contractual and legal terms that SHA wishes to specify at this stage.

This is Volume I of the RFQ

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1. Invitation to Proposal

<State>

Date: <.....>

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 – Pradhan Mantri Jan Arogya Yojana (AB-PMJAY)', a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based healthcare service. AB-PMJAY adopts a two-pronged approach. Firstly, the creation of health and wellness centers to bring health care closer to homes. Secondly, the formulation of a National Health Protection Mission to protect poor and vulnerable families against financial risk arising out of catastrophic health episodes. For focused approach and effective implementation of AB-PMJAY, 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. Now 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 will provide overall vision and stewardship for design, roll-out, implementation and management of AB-PMJAY in alliance with state governments. Inter-alia, this will include formulation of AB-PMJAY policies, development of operational guidelines, implementation mechanisms, coordination with state governments, monitoring and oversight of AB-PMJAY amongst other.

The objective of this RFQ is to select from empaneled desk medical audit agencies with SHA for a period of <.....> years for related works & services. One agency shall be selected basis the evaluation criteria (i.e. L1) as provided in this RFQ.

The website for accessing the information related to this RFQ is <.....>. Interested bidders are requested to submit their proposals on before <.....>.

Thank you and we look forward to receiving your proposal.

Warm regards-

Chief Executive Officer,

State Health Authority

2. Fact Sheet

S. No.	Reference	Description
1.	RFQ number	<.....>
2.	Name of purchaser	<.....>
3.	Date of publishing of RFQ	<.....>
4.	RFQ Title	Call for Commercial Quotes from NHA Empaneled Agencies for Conducting Desk Medical Audit under PM-JAY
5.	Availability of RFQ document	SHA has published RFQ on- <.....>
6.	Method of selection	The final selection of service provider shall be based on least cost system i.e., L1 method
7.	Date till which the RFQ response/bid should be valid i.e., period of bid validity	The bid proposal shall remain valid for <.....> days from the last date of bid submission.
8.	Bid Securing Declaration	The Bidders shall submit, bid securing declaration form as per the format provided in this bid document (Annexure-V)
9.	Pre-bid meeting	Date- <.....> Venue- <.....>
10.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or <.....>. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure I (Template for Pre-Bid Queries) of the RFQ. The e-mail address for requesting clarification is: <.....>
11.	Bid submission	The last date and time for submission of Proposal <.....>. The bidder's proposal needs to be submitted online at <.....> on or before the last date and time of submission.
12.	Currency	The bidder to state all costs in Indian Rupees only (₹).
13.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
14.	Date, Time and venue for opening of bids of financial bids of all bidders	Shall be intimated to bidders

Table 1: Fact sheet and RFQ Schedule

3. About Us

3.1. Ayushman Bharat PM-JAY

Ayushman Bharat PM- JAY is a flagship scheme of Government of India was launched on 23rd September 2018 by the Honorable Prime Minister Shri Narendra Modi on pan India basis to achieve the vision of Universal Health Coverage (UHC).

The Ayushman Bharat PM-JAY, which aims at providing health benefit cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization to over 10.74 crores poor and vulnerable families (approximately 50 crore beneficiaries) on cashless family floater basis. There is no cap on the family size under the scheme. PM-JAY has been rolled out for the bottom 40% of poor and vulnerable population. The households included are based on the deprivation and occupational criteria of Socio-Economic Caste Census 2011 (SECC 2011) for rural and urban areas respectively. PM-JAY is completely funded by the Government, and cost of implementation is shared between Central and State Governments.

Key features of PM-JAY

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

3.2. *State Health Authority*

<.....>

<.....>

<.....>

<.....>

Key functions of SHA:

<.....>

<.....>

<.....>

<.....>

3.3. *Key Stakeholders SHA*

The following are the ecosystem stakeholders of SHA for the successful implementation of PM-JAY across the State:

4. Scope of Work

4.1. Project Background

4.1.1. Definition of Medical Audit

A medical audit is a systematic review of an episode of medical care with a step-by-step analysis of the medical procedure performed by a provider against the explicit criteria of necessity, quality of care and cost. It includes an in-depth analysis of the procedure performed and verification of associated clinical notes, diagnostics, and documentation to validate if:

- Was the procedure actually carried out?
- If carried out, was it medically justified or necessary?
- Could the case have been treated more conservatively?
- Does the hospital have necessary infrastructure, facilities and manpower including specialists for carrying out said procedure?

4.1.1.1. Definition of Desk Medical Audit:

During this process, the medical auditor conducts an audit from his desk, without visiting the hospital. S/he verifies case related documents (prescription, clinical notes, investigation reports, discharges summary, etc.) presented by the hospital at the time of pre-auth request or claim submission, with a purpose to ascertain the necessity of treatment, qualifications of treating doctor and authenticity of claim as evidenced by the documents.

4.2. Geographical Scope

1. Desk audits can be conducted virtually, and the team can be based anywhere in India. However, team lead may be asked to come to SHA office for meetings or review as per the requirement of SHA.
2. Any work related to project may be done off site i.e., at Agency's location (anywhere in India). However, for requirement gathering, project discussions the resources may have to come to the SHA's office as may be desired.

4.3. Operational Scope

4.3.1. Desk Medical Audit

1. Conducting Desk Medical audits under PM-JAY
2. Submission of Audit findings in required standard format within stipulated time – 2 days for desk audit

3. Support in capacity building activities for various stakeholders to conduct desk medical audits. Re-imbusement of expenses shall be in addition as per actuals or as per rates/terms set out in the contract.
4. Support for defending litigation/grievances arising subsequent to desk medical audit report out comes in the form of documentation, court appearance, RTI/PIL response etc.as need be. Re-imbusement of expenses shall be in addition as per actuals or as per rates/terms set out in the contract.

5. Instructions to Bidders

5.1. Objectives of this RFQ

The State Health Authority (hereinafter to be referred as SHA), through this RFQ, invites Proposals from reputed firms (hereafter referred as 'Bidders or Service Providers') for selection of service providers which can meet the evaluation criteria specified in this RFQ and deliver the scope. SHA intends to select agencies which can provide services to SHA of <.....>. The project information and the broad scope of work is detailed below in Section 4 of this RFQ.

5.2. General

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

5.3. Availability of RFQ Document

The Bid document can be downloaded for free from <.....>

5.4. Bid Securing Declaration

The Bidders shall submit bid securing declaration as per the format provided in Annexure V of the RFQ.

5.5. Bid Preparation Costs

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

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

5.6. Consortium/Sub-Contracting

Bidding as a consortium under this RFQ is **not allowed** for implementation of any component under the scope of this project. The bidder **shall not be permitted** to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of the SHA.

5.7. Debarment from Bidding

1. A bidder shall be debarred if he has been convicted of an offence –
 - a) Under the Prevention of Corruption Act, 1988; or
 - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in 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 the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution.

The power of attorneys/board resolution of the Bidder must be submitted along with the pre-qualification proposal.

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.

5.10. Complete and Compliant Responses

1. Bidders are advised to study all instructions, forms, requirements and other information in the RFQ document carefully. Submission of the proposal shall be deemed to have been

done after careful study and examination of the RFQ document with full understanding of its implications.

2. The response to this RFQ should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a) Include all documentation specified in this RFQ;
 - b) Follow the format of this RFQ and respond to each element in the order as set out in this RFQ;
 - c) Comply with all requirements as set out in this RFQ.

5.11. *Late Bids*

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in fact sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. SHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. SHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission 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 SHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. SHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of 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 SHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.12. *Proposal Submission Format*

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

5.13. *Amendment of the RFQ*

At any time prior to the deadline for submission of the proposals, SHA, for any reason, may modify the RFQ by amendment/corrigendum. 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 check for themselves regarding any addendum/corrigendum issued to the RFQ. SHA shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking of RFQ related updates/information.

5.14. Bid Validity

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

5.15. Right to the Content of Proposal

All bids and accompanying documentation of the bid proposal will become the property of SHA and will not be returned after opening of the bid proposals. SHA 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. SHA 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.

5.16. Disqualification

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

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFQ.
4. The Proposal is received in incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period;
8. The Commercial Proposal is enclosed within the Pre-qualification/Technical Proposal;

5.17. Confidentiality

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

5.18. *Fraud and Corrupt Practices*

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFQ, the SHA 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, SHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate PBG, as the case may be.
2. Without prejudice to the rights of SHA under clause above and the rights and remedies which the SHA may have under the Agreement, if a Bidder is found by SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFQ issued by SHA during a period of 3 years from the date such Bidder is found by SHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
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 SHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or
 - ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has

been or is a legal, financial or technical consultant/adviser of SHA in relation to any matter concerning the Project;

- 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 SHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
 - ii. having a Conflict of Interest; and
- e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

5.19. *Right to Terminate the Process*

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

5.20. *Conflict of Interest*

1. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SHA shall take appropriate action and as mutually agreed genuine pre-estimated compensation and damages payable to the SHA for, inter alia, the time, cost and effort of the SHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the SHA hereunder or otherwise.
2. SHA requires that the agency provides professional, objective, and impartial services and at all times hold the SHA's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The 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 SHA.
3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the 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 SHA 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, and its members or Associates, will 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 SHA in continuation of this project or to any subsequent services performed for the SHA 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 SHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The SHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

6. Bid Process

6.1. Pre-Bid Queries

Any clarification regarding the RFQ can be submitted to SHA 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 RFQ, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by SHA. Further, SHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

6.2. Pre-Bid Meeting

SHA will organize a pre-bid meeting 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 RFQ. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid meeting.

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

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

6.4. Bid submission format

1. A single packet bid system will be followed for this RFQ with least cost system i.e. L1 selection criterion. **The bids to be submitted by bidders are –**
 - a) Bid securing declaration

b) Commercial Bid

2. The bids are to be submitted electronically on <.....> on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
3. The bid response of the Bidder to be submitted and uploaded on <.....> against this RFQ.
4. This RFQ process will be administered through the <.....> portal. The bidders are required to submit soft copies of their bids electronically on the <.....> Portal
5. The Bidder should take into account any Corrigendum to this RFQ document that may have been published before submitting their Proposals.
6. The Proposal is to be submitted under single covers as mentioned below-

S. No.	Bid covers	Bid submission
1.	Bid Securing declaration	To be uploaded on <.....>
2.	Commercial Bid	To be uploaded on <.....>

Table 2: Bid submission format

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

S. no.	Document Name	Contents
1.	Bid Securing declaration	a) Scan copy of bid securing declaration to be uploaded on <.....> and original to be submitted to SHA.
2.	Commercial bid	b) Commercial Proposal as per the required supporting documents/forms specified at Annexure II (Commercial Proposal Format). c) Check list of all documents submitted

Table 3: Bid submission documents

Note- Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

8. As part of the bid, bidder should provide one (1) copy of the Commercial bid in soft copy (pdf format).
9. The commercial bid should be a complete document. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFQ document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of SHA.
10. **Original Bid securing declaration, original power of attorney/board resolution and Original signed integrity pact** is required to be submitted manually at SHA's office in a sealed cover. While submitting the original Bid securing declaration and Integrity pact, the Bid securing declaration and integrity pact should be placed in a sealed cover and the

envelope be super scribed as "Bid securing declaration and Integrity pact **FOR RFQ #** **<.....>, DATED <...>**" along with bidder's name mentioned on the cover. Original Bid securing declaration and signed integrity pact must be submitted on or before the last date of submission at the following address-

<.....>

<.....>

<.....>

<.....>

11. The Bidders are requested to go through the RFQ document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
12. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.

6.5. Selection of Bidders

6.5.1. Opening of Proposals

The Proposals will be opened by SHA 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.

6.5.2. Clarification on Proposals

During the RFQ evaluation, SHA 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

After the due date of bid submission, SHA shall open each of the bid proposals of bidders.

7.1.1. Commercial Bids

1. The Commercial Bids of only the bidders will be opened by the EC (Evaluation Committee – constituted by SHA) in the presence of the bidder's representatives.
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. The bid price will include all taxes and levies and shall be in Indian Rupees.
5. If there is a discrepancy between words and figures, the amount in words will prevail.
6. In case of an abnormally Low Bid, i.e., one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price- SHA may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, SHA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, SHA may reject the Bid/Proposal.

7.2. Evaluation Criteria

SHA shall evaluate the responses of the bidders to this RFQ and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of SHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with SHA. SHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, SHA 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 RFQ. SHA may constitute an RFQ Evaluation Committee to evaluate the proposals of the bidders. The evaluation committee constituted by the SHA shall evaluate the responses to the RFQ and all supporting documents & documentary evidence as mentioned in this section.

The evaluation criteria are as follows-

7.2.1. Commercial Evaluation Criteria

1. Bidder's needs to provide their commercial bid as per the format provided in the RFQ (Annexure-II (Commercial Proposal Format)).
2. The Commercial Bids will be opened by the EC (Evaluation Committee – constituted by SHA) in the presence of the bidder's representatives.
3. Commercial evaluation shall be conducted on the basis of the total price (₹ 'X') quoted by the respective bidders and basis that bidders will be placed at L1 (i.e., at lowest cost or discovered rate), L2 and so on. Selection shall be based on least cost system i.e., L1 method.
4. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
5. Any conditional bid would be rejected.
6. The bid price will include all taxes and levies and shall be in Indian Rupees.
7. If there is a discrepancy between words and figures, the amount in words will prevail.
8. In case of an abnormally Low Bid, i.e., one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price- SHA may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after performing the commercial analyses, SHA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, SHA may reject the Bid/Proposal.

8. Award of Contract and Payment Terms

8.1. Award Criteria

SHA will award the Contract to the successful bidder (i.e., best valued bidder), whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined in this RFQ (in section 7 of this RFQ).

8.2. Letter of Award

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

8.3. Allocation of Work by SHA

The work shall be allotted in the following manner -

1. SHA may invite financial quotes for Desk medical audit from all the agencies empaneled.
2. Contract period of these services would be as per RFQ.
3. Basis the quoted rates, SHA shall rank the bidders at L1, L2, and so on, with L1 being the lowest rate.
4. Method of selection of vendor would be on least cost system (LCS) i.e., L1 and the rate shall be called as the discovered rate.
5. Allocation of work shall be done on the basis of L1 rate/discovered rate for each state.
6. Work Orders will be issued by SHA at its sole discretion considering factors such as availability of human resource, volume of work, urgency of work, capacity to handle the given volume, conflict of interest or any other factor as deemed suitable by SHA. The decision of SHA would be final and binding on all parties.
7. If the agency provides reasons for its inability to carry out work in stipulated timelines or quantity (as mentioned in Work Order), then SHA, reserves a right to bifurcate the work and distribute amongst the empaneled agencies.
8. In such case, on discovery of lowest (L1) rate, empaneled agency quoting L2 (will be preferred first), L3, L4 and so on will be offered to match L1 rates and on receiving their willingness to match L1 rates and the allocation of work will be done.

9. All agencies wishing to be considered for work allocation by matching with L1 rates are required to submit their willingness in writing within 3 working days of discovery of L1 rates.

8.4. Performance Guarantee

The SHA will require the selected bidder to provide a Performance Bank Guarantee/Performance security, within 7 days from the Notification of award of work order. The Performance Guarantee shall remain valid for up to 6 months beyond date of completion of work order. The Performance Guarantee shall be kept as INR 5 lacs or as per State's financial rule. In case the contract value of the award of work goes beyond the performance guarantee of INR 5 Lacs the bidders may have to provide additional performance guarantee as requested by SHA.

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 work order. In case the selected bidder fails to submit performance guarantee within the time stipulated, the SHA at its sole discretion may cancel the work order without giving any notice. SHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or SHA incurs any loss due to Bidder's negligence in carrying out the work order as per the agreed terms & conditions. The performance guarantee/security may be submitted as per format indicated in Annexure III of this RFQ

8.5. Contract Signing

1. Within 5 days of receipt of the notification of award or letter of empanelment (LOA), the successful Bidder(s) shall communicate its acceptance to the said letter of intent.
2. Within 21 days of issuance of acceptance of LOA, the successful bidder shall execute the Services Agreement/contract and the non-disclosure agreement (NDA) in this RFQ.
3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the SHA in its sole discretion), the SHA shall have the right to reject the successful bidder and award the work to the next successful bidder.

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

1. Failure of the successful bidder to agree with the terms and Terms & Conditions of the RFQ shall constitute sufficient grounds for the annulment of the award, in which event SHA may award the contract to the next best value bidder or call for new proposals from the interested bidders.

2. In such a case, the SHA shall invoke the PBG or act as per bid security declaration (as the case may be).

8.7. *Payment Terms*

1. The undisputed payments shall be made to the selected agency on the basis of the amount specified in the work order i.e., the payments shall be made to the agency on the unified rate mentioned in section 8 of this RFQ upon the completion of work order given to empanelled agency subject to service levels and penalties described in section 8.8 and 8.9 of this RFQ.
2. The billing cycle would be of 30 days from the date of issuance of work order.
3. The agency to get the assigned work reviewed from the SHA and once SHA accords its acceptance then only the undisputed payments shall be given to the agency for the work order. However, during review if any rework is required then the same shall be done by the agency at no extra cost to SHA
4. The total cost shall include all kinds of costs/taxes.
5. Cost of travels (if any) is required to be borne by the agency itself. The bidders are required to quote an all-inclusive cost in the commercial proposals.
6. Any other cost (including tools/software/hardware) related to fulfilment of the requirements shall be exclusively borne by the agency.
7. Payment would be on monthly basis which would be linked with deliverables subject to the terms and conditions stipulated herein.
8. Advance payment would not be made to vendors.
9. The agency to prepare a monthly "work done report" and submit to SHA. Basis, the satisfaction of SHA on this report the payments shall be approved for the agency. The payment shall be made to the agency on monthly basis.
10. The payments which are linked to acceptance of the deliverables will be released to Agency only on satisfactory acceptance of the deliverables for each Service as per Work Order. Each of the Services, as specified in the Scope of Work, to be rendered by the Agency under the terms of this Agreement, shall be provided in accordance with the instructions and requirements of the Purchaser, as notified to Agency in writing The fee payable for Services as specified in the Purchase orders shall be paid in accordance with the payment schedule mentioned herein above; provided that the Purchaser shall have the right to require phased deployment of Services and personnel required for performance of such Services, and Agency shall ensure commissioning of such Services and deployment of the required personnel in accordance with such instructions of the Purchaser.
11. It is expressly agreed that the price/fees mentioned in the Proposal by the bidder shall be deemed to include all ancillary and incidental costs and charges that are necessary

for accomplishment of the scope of work and obligations mentioned in the RFQ and this Agreement. No invoice for extra work/charge order on account of change order will be submitted by the bidder unless the said extra work/change order has been authorized/approved by the Purchaser in writing in accordance with the clause on Change Order.

12. The payment will be released to the agency within **xx days** of due diligence and acceptance of the invoice by SHA

13. The TAT for resolving queries if audit findings are not satisfactory would be **xx month**

8.8. Service Levels on resource deviation

#	Parameter	Description	Penalty
1.	Substitution of resources whose CVs were provided before acceptance of work order	Substitution of such resources shall not be allowed unless approved by SHA. In all such scenarios the CVs of the replacement should be placed to SHA at least.	Penalty of ₹10,000/- per substitution of resources if approval of SHA is not taken
2.	Any further replacement of resources during the duration of the project	Resources initially deployed are not to be replaced during the tenure of the Project. In case resources are replaced, penalties will apply. In case of resignation, bidder to inform SHA at least 1 month before his/her release and deploy resource with similar profile with approval of SHA to avoid penalty. CV of such resources may be provided for approval to SHA two (2) weeks prior to relieving of resource to be replaced. In case a suitable replacement is not found within the stipulated time then penalties will apply.	Resource replaced before completion of work - ₹10,000/- penalty per resource replacement
3.	Resource replacement due to performance	If any resource is not performing as per business expectation to SHA, the same needs to be replaced immediately (within 4 weeks) at the request of SHA.	If any delay is caused, then a penalty of ₹500 per day per resource would be applied.
4.	Resource replacement due to resignation	If any resource resigns or take leave (of >=15 days) from the project, then the same needs to be replaced with a similar resource, of same qualification and experience, by the agency (within 4 weeks) to ensure business continuity, after approval from SHA.	If any delay is caused beyond 30 days, then a penalty of ₹500 per day per resource would be applied.

Table 4: Service Levels

- SHA shall reserve the right to interview resources proposed by the agencies.
- The agency shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
- Agencies should note that, during any subsequent stages of this procurement, SHA may ask for background check and/or security verification (Police verification) of resources proposed by the Agency and they need to comply with the same. This is necessary considering the criticality of the Project.

8.9. Penalties

The following are the penalties pertaining to project delivery:

Case Issue	1 st time offense	2 nd time offense	3 rd time offence
1. Type of errors: If the Audit report is incomplete or indicates casual Audit without adequate due diligence/ supporting evidence. (Any adverse Observation received from Audit of Audit)	A penalty of up to three (3) times the concerned transaction/claim amount will be levied on the agency.	A penalty of up to five (5) times the transaction/claim amount will be levied on the agency.	De-empamentment/blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority
2 Collusion and Manipulation: Manipulation or suppression of facts to support/fudge the findings or collusion of any kind between the agency and the entities involved in the investigated case.	A penalty of up to 10 times the transaction/claim amount will be levied on the agency and any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.		
3.TAT Breach: If the investigation report is Delayed (>2 working days)	200 Rs. Per day per case	De-empamentment/blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.	
4.Misconduct: In case of unruly/unprofessional behaviour by agency	A show-cause notice will be issued to agency. Agency shall	A formal warning letter will be issued to agency stating repetition will result	De-empamentment/blacklisting or any other punitive action

personnel working as Auditor with the empanelled agency leading to above two penalties.	respond within 3 working days of receiving the notice.	in de-empanelment/blacklisting.	(including civil and/or criminal case) as deemed fit by the Competent authority.
5.Accepting Kickbacks: Auditors accepting cash or any other gifts from hospitals to fudge the audit report.	De-empanelment/blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority		.
6.Breach of confidentiality: Auditor shares the Audits findings with any outsider, with other hospitals or with the concerned hospital(s)	A show-cause notice will be issued to agency. Agency shall respond within 3 working days of receiving the notice.	A formal warning letter will be issued to agency stating repetition will result in de-empanelment/blacklisting.	De-empanelment/blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.

- I. In case any of the services performed by the appointed Agency fail to conform to the assigned work order or in the event of failure of the work order due to indifferent (such as inadequate interactions with SHA), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency, then SHA may decide to abort the contract because of such failure and shall encash the PBG for that work order.
- II. Limitation of Liability (LoL): The aggregate liability of the agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the agency hereunder. The preceding limitation shall not apply to liability arising as a result of the agency's fraud or wilful misconduct in performance of the services hereunder.
- III. Manipulation or suppression of facts to support/fudge the findings or collusion of any kind between the agency and the entities involved in the audited case, a penalty of upto 10

times the transaction/claim amount will be levied on the agency and any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.

- IV. In case malpractice/unethical behaviour is observed by medical professional engaged by the agency, such incident would also be reported to MCI/Sate medical council and medical professional groups.
- V. The decision about quality of service shall be decided by the SHA either using its own resources or using any other agency and by following the process as it may deem fit.

9. 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 5: Pre bid queries (bidder's information)

Note: Please paste the table 8 above in email body as well

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

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

Table 6: Format for pre bid queries

- Page Number – Page Number of this RFQ as reflected at the bottom right corner. The bidders to mention only the page number. Ex. '29' as page number and not '29 of 156'.
- Section No. – Example – '8' and not 'Section 8'
- Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFQ)

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 SHA shall not be responsible for the same and such queries may be discarded from providing any response.

2. The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.
3. The bidders to ensure that each of the query submitted by them is unique and no duplicate query is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to SHA/

10. Annexure II: Commercial Proposal Format

10.1. Form CP1: Bid submission letter

<To be printed on Company letterhead>

<No.....>
Date>

<Location,

To

<.....>
<.....>
<.....>
<.....>
<.....>
<.....>

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

Dear Sir,

We, the undersigned, offer to provide our services for conducting Desk medical audit under PM-JAY with reference to your Request for Proposal bearing number <insert RFQ no.> dated <insert date> and our Proposal. Our Commercial Bid is provided in the form below. The amount is inclusive of all duties, taxes and levies

1. PRICE AND VALIDITY

- a) The price quoted in our bid is in accordance with the terms as specified in the RFQ documents. The price and other terms & conditions of this Bid are valid as per the bid validity specified in the final RFQ document.
- b) We hereby confirm that our prices include all taxes and cess (if any) including income tax and professional tax
- c) We understand that the actual payment would be made as per the existing GST rates during the time of payment.
- d) All prices quoted are in ₹ (Indian rupees)

2. UNIT RATES

- a) We have indicated in the relevant forms the unit rates.

3. BID PRICING

- a) We further confirm that the prices stated in our bid are in accordance with your instruction to Bidders included in the RFQ documents.

4. BID PRICE

- a) We declare that our bid prices are for the entire scope of the work as specified in the Requirements specified in the bid documents.

5. QUALIFYING DATA

- a) We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

6. PERFORMANCE BANK GUARANTEE

- a) We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the section 8.4 (Award of Contract) of Volume I of this RFQ document.
- b) Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.
- c) We agree to abide by all the terms and conditions of all the volumes of this RFQ document.
- d) We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

10.2. Form CP2: Commercial bid format

The rates quoted must be inclusive of the following:

- a) Cost for all the activities as mentioned in the RFQ document and
- b) No extra item will be considered for payment.
- c) Cost of material, manpower, transportation, equipment's, tools etc.

- d) Any other cost direct or hidden, not mentioned above.
- e) All taxes and levies etc. applicable during duration of contract.
- f) .

Rates entered in commercial rate page and duly signed by the authorized representative of the bidder shall only be considered.

Unified Rate for 1 Desk Audit
_____ (INR) _____

11. Annexure III: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

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

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

Date.....

To

Dear Sir,

1. In consideration of the State Health Agency, Government of <...> on behalf of the CEO, SHA on behalf of the Authority, (hereinafter referred to as the 'SHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "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).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Agency merely on a demand from the SHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SHA by reason of breach by the said 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 SHA and the Agency or any dispute pending before

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....20..... at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

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

12. Annexure IV: Integrity Pact

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20__, between, on one hand, the President of India acting through Chief Executive Officer, State Health Agency, Government of < >(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 Call for Commercial Quotes from NHA empaneled agencies for conducting Desk medical audit under PM-JAY for SHA. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

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

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. 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.
 - c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
 - a) 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.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

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

Section 7: Criminal charges against violating Bidder(s) / Contractor(s) / 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 State Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by State Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the CEO, SHA.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, SHA and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, SHA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CEO, SHA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, SHA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the State Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "**Monitor**" word includes both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

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

(For & on behalf of the Principal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & on behalf of Bidder/Contractor)

(Office Seal)

13. Annexure V – Format of Bid Securing Declaration

Bid Securing Declaration Form

Date: _____

Tender/RFQ No.

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)