



REQUEST FOR EMPANELMENT (RFE)

“Software Development & Maintenance Agencies (SDMAs)”

Issued by: National Health Authority
RFP No: S-12019/141/2021-NHA-Part(4)
RFP Issue Date: 30.11.2023

National Health Authority (NHA) invites proposal from reputed and experienced firms for “Software Development & Maintenance Agencies (SDMAs)”. Interested firms/agencies may submit their proposals along with required support documents on or before 28.12.2023.

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

Place: New Delhi
Date: 30.11.2023

Sraddha Paul
Deputy Director-Administration,
National Health Authority



**national
health
authority**



**Request for Empanelment (RFE) of
“Software Development and Maintenance Agencies (SDMAs)”**

Volume-I

**No: S-12019/141/2021-NHA-Part(4)
Date of Publishing: 30.11.2023**

Disclaimer

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

This RFE includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) in relation to the Project. Such assumptions, assessments and statements do not 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 may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFE and obtain independent advice from appropriate sources.

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

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

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

About this RFE

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

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

This is Volume I of the RFE

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1. Invitation to proposal

New Delhi

Date: 30.11.2023

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 PM-JAY)', a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based healthcare service. For focused approach and effective implementation of PM-JAY, National Health Authority (NHA) was established through a cabinet decision as an attached office to Ministry of Health & Family Welfare. Additionally, a committee was constituted by the Ministry of Health and Family Welfare which recognized the need for creating a framework for the evolution of a National Digital Health Eco-system (NDHE). The same resulted into creation of a National Digital Health Blueprint (NDHB), which in addition to being an architectural vision, also provides specific guidance on its implementation. NDHB recognizes the need to establish a specialized National Digital Health Mission (NDHM) that can drive the implementation of the Blueprint and promote and facilitate the evolution of NDHE. Implementation of NDHM was entrusted to NHA.

NHA provides overall vision and stewardship for the design, roll-out, implementation and management of PM-JAY and NDHM in alliance with state governments and other stakeholders. Inter-alia, this includes, formulation of PM-JAY and NDHM policies, development of operational guidelines, implementation mechanisms, coordination with state governments and monitoring of PM-JAY and NDHM.

To implement both PM-JAY IT and NDHM, NHA envisages to empanel Software Development Agencies (SDAs). These empaneled agencies would provide Software development and maintenance services, as per the scope defined in this RFE, to the ongoing/new projects of NHA. Such support will be for a definite period and will not amount to any kind of employment obligation on the part of NHA.

The official website for accessing the information related to this RFE is- Central Public Procurement Portal (CPPP) i.e. <https://eprocure.gov.in/eprocure/app>. Interested bidders are requested to submit their proposals on CPPP to the "RFE" on or before 1700 hrs, 28.12.2023. This invitation to bid is non-transferrable.

Thank you and we look forward to receiving your proposal.

Deputy Director (Administration),
National Health Authority

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2. Fact Sheet

S. No.	Reference	Description
1.	RFE number	S-12019/141/2021-NHA-Part (4)
2.	Name of purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India
3.	Date of publishing of RFE	30.11.2023
4.	RFE Title	Request for Empanelment (RFE) of Software Development and Maintenance Agencies (SDMAs)
5.	Availability of RFE document	NHA has published RFE on- a) Central Public Procurement Portal (www.eprocure.gov.in) b) NHA website (https://nha.gov.in/Tenders-Procurement)
6.	Date till which the RFE response/bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
7.	Bid Security Declaration	The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified in 9.2.5 of annexure II of this RFE
8.	Pre-bid meeting	Time & date 1100 hrs, 06.12.2023 Mode: Virtual (https://zoom.us/j/99993489460?pwd=NvhWTVJqTkVyYWJkZGFrWVRrL3gxUT09)
9.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or before 1700 hrs, 08.12.2023 Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure 1 (Template for Pre-Bid Queries) of the RFE. The e- mail address for requesting clarification is: <ul style="list-style-type: none"> • procurement.division@nha.gov.in
10.	Bid submission	The last date and time for submission of Proposal is on or before 1700 hrs, 28.12.2023 The bidder's proposal needs to be submitted online at www.eprocure.gov.in on or before the last date and time of submission.

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S. No.	Reference	Description
11.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
12.	Date, Time and venue for opening of bids of all bidders	Date- 1700 hrs, 29.12.2023 Mode- Electronically on CPPP only.

3. About us

3.1 National Health Authority

National Health Authority is the apex body responsible for implementing India's flagship public health insurance/assurance scheme 'Ayushman Bharat Pradhan Mantri Jan Arogya Yojana'. NHA has been set-up to implement the PM-JAY at the national level. An attached office of the Ministry of Health and Family Welfare with full functional autonomy, NHA is governed by a Governing Board chaired by the Union Minister for Health and Family Welfare. Chief Executive Officer (CEO), an officer in the rank of Secretary to the Government of India manages its affairs. The CEO is the Ex-Office Member Secretary to the Governing Board. To implement the scheme in the State, State Health Agencies (SHAs) in the form of a society/trust have been set up by the States. SHAs have full operational autonomy over implementation of the scheme in the State including extending the coverage to non SECC beneficiaries.

Convergence

Also, NHA plays a critical role in fostering linkages as well as convergence of PMJAY with health programs of the Central and State Governments wherein other scheme beneficiaries will be able to access services at PM-JAY empaneled Hospitals and vice versa.

Key functions of NHA:

- Formulation of various operational guidelines related to PM-JAY, model documents and contracts to ensure standardization and interoperability.
- Determine the central ceiling for premium (or maximum central contribution for trusts) per family per year to be provided to the States/ UTs and review it from time to time, based on the field evidence and actuarial analysis.
- Develop, and enforce compliance with, standards for treatment protocols, quality protocols, minimum documentation protocols, data sharing protocols, data privacy and security protocols, fraud prevention and control including penal provisions etc.
- Develop mechanisms for strategic purchasing of health care services through PM-JAY, so as to get best return of Government's investment. Create conducive conditions for strategic purchasing by preparing list of packages and their rates and updating those from time to time using a transparent, predictable and evidence-based process. Set up effective and efficient mechanisms to pay to the health care providers through electronic payment systems.
- Set up systems and processes for convergence of PM-JAY with other health insurance / assurance schemes. This will include schemes being implemented by both states and central governments. National Health Authority will also develop a path to converge PM-JAY with schemes targeting both formal and informal sector workers.
- Build a state-of-the-art health information technology ecosystem with requisite foundational components on which PM-JAY and other health systems can be hosted/ linked; Information Technology standards will be developed in consultation with MeitY.
- Explore options including ways to link PM-JAY with the larger health care system, especially primary care, in consultation with Ministry of Health and Family Welfare.
- Work closely with Insurance Regulatory and Development Authority (IRDA) on development and implementation of Health Insurance Regulations targeting insurance companies, Third Party Administrators, hospitals and other stakeholders.
- Effective implementation of PM-JAY across the country and its regular monitoring including taking

course corrective actions, as and when required.

- Coordination with various State Governments on a regular basis for implementation of PM-JAY.
- Capacity building of State Health Agencies and other stakeholders continuously.
- Carrying out awareness activities for informing beneficiaries and other stakeholders about the schemes.
- Prevention, detection and control of frauds and abuse.
- Grievance redressal for all stakeholders at various levels.
- PM-JAY will act as Data fiduciary and will be responsible for security of the personal data and health records.
- Set up an efficient monitoring system for the scheme
- Stimulate cross learning, share of best practices amongst states and documentation of these practices.
- Ensure interoperability, standardization and convergence amongst schemes of central ministries.
- Conduct and facilitate policy relevant research and evaluation studies including knowledgesharing and information dissemination at national and international levels.
- Develop strategic partnerships and collaboration with central and state governments, other public and private institutions including not-for-profit institutions, banks, insurance companies, academic institutions including universities, missions, think tanks, and other national and international bodies of repute in areas relevant to the objectives of PM-JAY.
- Generate evidence for the policymakers from schemes data and other research/evaluations so as to facilitate evidence-based-decision making and policy formulation by the Government.
- Act as apex body for State Health Agencies that have been set up to implement PM-JAY.
- Take any decision related to the implementation of the scheme, recruitment rules and hiring of staff, disbursement of grant in aid to the states, and issue relevant directions from time to time, as required.
- Any other activities as assigned by the Government of India from time to time

Bidders are requested to visit <https://pmjay.gov.in/> and <https://abdm.gov.in/> for details of the two projects.

3.2 Ayushman Bharat PM-JAY

Ayushman Bharat, a flagship scheme of Government of India was launched as recommended by the National Health Policy 2017, to achieve the vision of Universal Health Coverage (UHC). This initiative has been designed so as to meet SDG and its underlining commitment, which is "leave no one behind".

Ayushman Bharat is an attempt to move from sectoral and segmented approach of health service delivery to a comprehensive need-based health care service. Ayushman Bharat aims to undertake path breaking interventions to holistically address health (covering prevention, promotion and ambulatory care), at primary, secondary and tertiary level. Ayushman Bharat adopts a continuum of care approach, comprising of two inter-related components, viz:

- **Health and Wellness Centres (HWCs):** In February 2018, the Government of India announced the creation of 1,50,000 Health and Wellness Centres (HWCs) by transforming existing Sub Centres and Primary Health Centres. These centres would deliver Comprehensive Primary Health Care (CPHC) bringing healthcare closer to the homes of people covering both maternal and child health services and non-communicable diseases, including free essential drugs and diagnostic services. Health and Wellness Centers, are envisaged to deliver an expanded range of services to address the

primary health care needs of the entire population in their area, expanding access, universality and equity close to the community. The emphasis of health promotion and prevention is designed to bring focus on keeping people healthy by engaging and empowering individuals and communities to choose healthy behaviors and make changes that reduce the risk of developing chronic diseases and morbidities.

- **Pradhan Mantri Jan Arogya Yojana (PM-JAY):** The second component under Ayushman Bharat is 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. This scheme was launched on 23rd September 2018 by the Hon'ble Prime Minister Shri Narendra Modi on PAN India basis. 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. The scheme subsumed then existing Rashtriya Swasthya Bima Yojana (RSBY), launched in 2008 and Senior Citizen Health Insurance Scheme, launched in 2017. Therefore, the coverage mentioned under PM-JAY also includes families that were covered in RSBY but were not present in the SECC 2011 database. 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 i.e. a beneficiary can visit any empaneled public or private hospital for cashless treatment.

3.3 Ayushman Bharat Digital Mission (ABDM)

Ayushman Bharat Digital Mission ("Project") was launched by Hon'ble Prime Minister on 15th August 2020 followed by the national rollout on 27th Sep 2021, which is a technology based initiative envisaged to deliver the necessary digital healthcare infrastructure for our country including digital building blocks such as Health ID, DigiDoctor, Health Facility Registry, Personal Health Records, e-Pharmacy, telemedicine etc. At present, NHA is entrusted to implement the National Digital Health Mission. As part of pilot project, implementation of the project is being done in 6 (six) union territories. For further details bidders may please refer to <https://abdm.gov.in/>

4. Scope of Work

This RFE aims to identify and engage agencies, to develop and maintain software applications for NHA. The agencies shall work in close collaboration with NHA. These applications are envisaged to help in delivering healthcare IT services for identification of beneficiaries, empanelment of hospitals, processing claims, generating Ayushman Bharat Health Account (ABHA), linking health records with ABHA, registration of Health Facilities and Professionals etc. Please note that this list of services is non-exhaustive.

The details mentioned in this section are indicative in nature and NHA may as per its requirements add/delete scope elements (including man-power requirements)

4.1 Nature of Projects

1. Nature of Projects- Presently it is envisaged that empaneled agencies are expected to deliver services to NHA in two modes: i.e. “Deliverable Based” and “Time & Material (T&M) Based”.
2. In the Deliverable Mode, it is envisaged that NHA shall assign the work to the selected Agency on end to end delivery model, however, in T&M Mode, NHA shall ask the Agencies to provide resources, who shall be working under the direct supervision and guidance of NHA officials.
3. However, the exact mode shall be indicated in the respective Terms of Reference Document, where either the Deliverable Mode or the T&M mode or a mix of both shall be mentioned.
4. Indicative list of projects which the empaneled agencies are expected to perform is provided below-
 - a) Core Application development and maintenance consisting of application clients, backend, API/endpoints etc. and shall also include, but not limited to, the following-
 - i. Software/Application Development and/or maintenance
 - ii. System Administration through admin portal
 - iii. Analytics/Reporting
 - iv. Fraud management
 - v. Portals for partners and public
 - vi. Mobile applications
 - vii. Testing, deployment and benchmarking.
 - viii. Migration (data and application)
 - ix. All necessary code required for automated testing, deployment, upgrade/migrate, and monitoring from application perspective.
 - x. Integration (with 3rd party applications)
 - xi. Helpdesk applications and operations
 - xii. AI/ML and other emerging technologies for POC studies and use of AI/ML based solutions to develop new applications / improve performance of existing applications
 - xiii. Reference implementations for NHA ecosystem partners.

- xiv. Consulting service for requirements analysis, technical design and PoC
- b) Supporting Applications such as-
- i. Administration through Admin Portal
 - ii. Analytics and Reporting or Business Intelligence
 - iii. Fraud Management
 - iv. Portals for Partners and Public
 - v. Mobile applications
 - vi. All necessary code required for automated testing, deployment, upgrade/migrate, and monitoring from application perspective.
5. Below is the brief of nature of projects that the empaneled agencies may be required to undertake-
- a) Handover/Takeover of existing applications and maintenance (from existing vendors)
 - b) New functional enhancement as required
 - c) Re-design and/or re-factoring of application architecture as required
 - d) Upgrading to new technology versions
 - e) Mobile strategy and responsive design
 - f) Performance improvement
 - g) Any other related or incidental work
6. The empaneled agencies shall provide high quality technical resources for the scope provided in this RFE and/or assignment undertaken by empaneled SDMA later
7. Solution shall be deployed as prescribed by NHA from time to time.
8. For each assignment, NHA may constitute an Evaluation Committee (EC) to evaluate the technical proposals that may be required under a respective ToR, before the specific assignment can be awarded to any of the empaneled SDMA.
9. NHA shall also have the right to source resources from multiple Agencies for a specific project, if the situation warrants expeditious development of some module.
10. NHA, while finalizing the project may ask for availability of certain resources for maintenance and bug-fixing after project. Empaneled agencies shall be asked by NHA to submit the resume of the proposed resources for the specific task. NHA may conduct an interview of any or all proposed resources of the finalized agency, before issue of final Purchase Order.
11. The empanelled agency shall obtain NHA prior approval before any change, replacement, withdrawal or addition to the Personnel selected and accepted by the NHA, as part of team for any assignment for which the empanelled agencies has been given the purchase order.
12. Resources engaged under the empanelment shall be deployed at NHA Delhi location or offsite (as may be decided by NHA in the specific Terms of Reference document).
13. The resources may however, be required by NHA to travel to other locations in India in relation to the work assigned. The empanelled SDAs will be asked to include envisaged travel/stay cost in their project proposals at the time of selection of Empanelled SDAs for a Project. This will be included towards overall project cost for the purpose of evaluation.
14. Leave and attendance policy of NHA shall be applicable for the resources deployed at NHA premises.
15. The empanelled Vendor shall 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.

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16. The empanelled firms shall at all times indemnify and keep indemnified the NHA against all claims/damages etc. including any infringement of any IPR while providing its services under the project. All empanelled firms shall sign a Non- Disclosure Agreement (NDA) with NHA and shall adhere to the Information Security (IS) policies of NHA. SDAs shall sign internal NDAs with resources being deployed with NHA. SDAs human resources deployed on NHA projects shall also sign individual level NDAs with NHA.

4.2 Post Empanelment: Work Allocation

Following process may be adopted by NHA for identifying a SDMA for the intended work-

1. NHA from time to time may assign various works to the empaneled SDMAs. For identifying/selecting a SDMA for a specific task, NHA shall broadly adopt the following process. However, basis the requirement, the process may be changed at the discretion of NHA.
2. The timelines mentioned below are indicative in nature and NHA may subsequently change them as per business needs.

#	Activity	Indicative Timelines
1	NHA issues ToR (terms of reference) document which contains a brief of the project to be developed and the selection criteria	T
2	SDAs to submit pre-submission queries	T + 5 Days
3	NHA responds/clarifies the submitted queries	T + 10 Days
4	Interested SDAs to submit their technical proposals	T + 15 Days
5	Preliminary evaluation of proposals by NHA	T+ 22 Days (likely to vary based on the no. of responses received)
6	Seeking clarifications from bidders, if any	T+25 Days
7	Completion of evaluation and identification of successful bidder	T+30 Days
8	Issue of Letter of Intent	T+35 Days

3. **The empaneled agency may choose to participate or not participate in the selection process for any assignment after empanelment. However, in case it is seen that an empaneled agency has not participated even in one of the proposals for last one year, NHA may revoke its empanelment along with forfeiture of initial Empanelment Security Deposit**

4.3 Post Empanelment: Execution

- i. Selected SDMA to on-board the project with resources as per the timelines that shall be provided by NHA
- ii. NHA may require a formal interaction with the team and their contact details
- iii. No resources to be deployed without formal work order from NHA.
- iv. Before deployment background check (criminal, previous employer, credentials etc.) of selected i.e. 'Accepted' resource will be done and shared with NHA. In case, background of

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- the selected resource is found unsatisfactory, CV of equivalent or higher replacement shall be submitted for interview and approval by business division.
- v. SDMA will submit the Background Check report before on-boarding.
 - vi. Non-Disclosure Agreement signed by the Selected resource (SDMA employees) and the SDMA shall be submitted to NHA before on-boarding
 - vii. Attendance will be recorded using NHA attendance system
 - viii. NHA will review and provide the approval/rejection on the attendance (i.e. No of days approved for payment/ rejected for deduction) in a consolidated summary sheet along with the invoice to be raised by the SDMA.
 - ix. SDMA resources shall follow the NHA Holiday Calendar and **no paid leaves** shall be provided.
 - x. The on-boarded resources are required to wear their ID cards at all times when present at NHA / client's premises.
 - xi. The SDMA shall be fully responsible for regular monitoring of progress, testing and timely delivery of milestones as per work order issued by NHA. It will also propose periodic review meetings as deemed essential. SDMA shall nominate one of its official as single point of contact for a particular assignment.
 - xii. SDMA shall make use of NHA provided tools to document Sprint Details, Story Board items and progress made etc. If SDMA intends to make use of any other tool other than the provided by the NHA, cost of the same should be borne by the SDMA. Provision of such tools must be made in writing to NHA for approval and/or included in empaneled SDAs proposal. Only once approved by NHA then only such tools be deployed by SDMA. Any tools brought as an alternative must have possibility of integration with NHA toolset used at present for the same scope. Data and applications shall be hosted on NHAs cloud which shall be provided by NHA.
 - xiii. The performance review of the 'Accepted' resources shall be done by NHA. If the performance is unsatisfactory, the same will be communicated to concerned SDMA by NHA, in writing so that de-boarding process is initiated by SDMA. In case the replacement is required fresh on boarding process shall be initiated.
 - xiv. In exceptional cases, offshore development may also be considered, but the same shall be at the discretion of NHA.
 - xv. Completion of task to be certified by NHA provided SDMA deliver the task as per timelines and scope (including quality parameters defined by NHA (as applicable)) mentioned by NHA
 - xvi. Application or the project post security and QA certifications will be shifted in production environment in consultation with NHA. Once successfully operational in production environment, the SDMA will hand over complete code along with proper documentation to NHA or its appointed agency within a period of three months of 'go-live' in production.
 - xvii. Closure of all open defects. Certificate to this effect to be provided by SDMA and completion to be certified by NHA.
 - xviii. Once the deployed resources has/have decided to exit NHA project/assignment, a

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communication will be required to be provided by SDMA to NHA.

- xix. SDMA shall undertake and complete hand over-take over activities like knowledge transfer, discontinuation of access etc.

4.4 Resource Requirements

1. NHA reserves the right to ask for replacement if the said resource, in view of NHA, is not performing satisfactorily
2. All resources deployed by SDMA shall adhere with NHA's security guidelines. SDMA shall keep NDA or Background check records of each employee. SDMA resources shall sign an individual level NDA with NHA.
3. SDMA to propose resources (applicable only in case of replacement asked by NHA) to be deployed on the project. Once the resources are approved by NHA then only the same shall be deployed on the project.
4. The resources deployed on the project must be on the payroll of the selected agency, however such employees may also include contractual employees.
5. Cost related to providing desktop/laptops, internet/connectivity etc. to SDMA resources deployed on NHA projects (except unless explicitly stated by NHA) shall be borne by SDMA only.
6. NHA reserves the right to ask to replace any resource, any-time during the execution of project, to which the SDMA shall always comply with.
7. NHA reserves the right to interview resources proposed by the SDMA.
8. NHA does not encourage replacement of resources unless it has been explicitly asked for by NHA. If, however, due to some pressing needs, bidder requests a replacement of resource, the new proposed resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise.
9. The resources proposed shall necessarily be Indian citizens. SDMA shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
10. Resources placed under any assignment shall be evaluated every month for the performance and the quarterly payment will be made. Agency shall replace low performing resources at the request of NHA. For such purpose NHA shall give one month notice to the respective Agency. No payment for the said resource shall be made in case he/she is not replaced even after noticeperiod of one month.
11. The following service levels shall be applicable across all projects to be assigned by NHA to the selected SDAs-

#	Service level	Definition	Measurement criteria	Baseline	Applicable penalty
1	On-boarding of all resources and Commencement of services by SDMA	Commence the service as per # of resources, scope of work indicated in the work order	Within 30 days of signing of contract Target: 30 days or less OR as may be specified in the	Within 30 Days Delay of every day beyond 30	Nil 1% of the man month cost of the respective

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			work order issued by NHA	days till 40 days Delay of every day beyond 40 days	resource, for each day of delay 2% of the man month cost of the respective resource, for each day of delay
2	Replacement of personnel. Outgoing resource to exit only when proper handover, KT is done with the incoming resource.	Replacement of resources whether at the direction of NHA or the bidder requesting the release	Target: 21 days or less from the date of issue of direction by NHA/submission of request of release by the bidder OR as may be specified in the work order issued by NHA	Within 21 Days Delay of every day beyond 21 days	1% of the man month cost of the respective resource, for each day of delay

Maximum penalty is capped at 10% of work order value. However, NHA reserves the right to add/delete/modify the Service Levels which shall be notified by NHA in each respective ToR.

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12. The SDMA shall provide for the following manpower-

S.No.	ProfileName	Min. Experience	Min. Educational Qualification	Key SkillSets
1	Sr Dev-Ops	7-10 Years	Science Graduate / B.E/ B.Tech/ MCA	Kubernates / GIT/ Ansible / Jenkins/Docker/Kafka/Redis/ELK/API Manager
2	Dev-Ops	5-7 Years	Science Graduate /B.E/ B.Tech/MCA	Kubernates / GIT/ Ansible / Jenkins/Docker/Kafka/Redis/ELK/API Manager
3	Cloud Solution Architect	7-10 Years	Science Graduate /B.E/ B.Tech/MCA	AWS/Azure/GCP Cloud solution Architect
4	Enterprise Architect	10+Years	MTech/ME/BTech/ BE/MCA/MSc (IT/C. Sc)	a) Recommending suitable technology solutions for individual applications modules and components in the solution. b) Prepare, Review and Approve Product Design documents for application development and enhancements to individual modules, in adherence to all Key Design Principle /architecture principles.
5	Full Stack Springboot Developer	7-10 Years 5 - 7 Years	Science Graduate /B.E/ B.Tech/MCA	SpringBoot/Microservices/Postgres/JAVA /Webflux
6	Full Stack Angular Developer	5-7 Years	Science Graduate /B.E/ B.Tech/MCA	Angular / ES6/ES7/NodeJs
7	Full stack reactJs developer	7-10 Years 5 - 7 Years	Science Graduate /B.E/ B.Tech/MCA	ReactJS / Redux / ES6/ES7/NodeJs
8	Data Architect	5-7 Years	Science Graduate /B.E/ B.Tech/MCA	Mongo DB / RDBMS / BigData / Spark / Hadoop
9	Data Engineer	5-7 Years	Science Graduate /B.E/ B.Tech/MCA	Postgres / Mongo DB / ETL/Apache Airflow/ELK
10	Full Stack Flutter Developer	5-7 Years	Science Graduate /B.E/ B.Tech/MCA	Dart / NodeJS/GetX/Flutter
11	Full Stack LAMP Developer	7-10 Years	Science Graduate /B.E/ B.Tech/ MCA	PHP / Laravel / Sling / Postgress /Microservices

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12	Scrum Master (or equivalent role in other agile practices)	Min. 5 years	Science Graduate /B.E/ B.Tech/ MCA	Must be an Agile Certified Practitioner (ACP) from projectmanagement institute (PMI- ACP) or equivalent.
13	Product Manager	Min. 6 years	Science Graduate /B.E/ B.Tech/ MCA	Agile working, Java, Mule, Tomcat, Rabbit-MQ, MySQL, SOLR, Hbase, Hive, Spark, Android, EMS tools, Bug fixing & Mtce
14	Delivery Manager	Min. 6 years	Science Graduate /B.E/ B.Tech/ MCA and PMP/Prince2	Java, Mule, Tomcat, Rabbit-MQ, MySQL, SOLR, Hbase, Hive, Spark, Android, EMS tools, Bug fixing & Mtce, Agile concept
15	Back End Architect	Min. 6 years	Science Graduate /B.E/ B.Tech/ MCA	DBMS, Java, Mule, Tomcat, RabbitMQ, MySQL, SOLR, Hbase, Hive, Spark, AI/ML with Python and libraries like Tensorflow, Keras, OpenCV, Matplotlib, scikit-learn, numpyetc.
16	Front End Architect	Min. 6 years	Science Graduate /B.E/ B.Tech/ MCA	Liferay, Android, Java Swing UI, HTML5, Knowledge of Spring, Springboot & Hibernate frameworks, Micro-Services, Docker-Service, DevOPspractices
17	Security Architect	Min. 6years	Science Graduate /B.E/ B.Tech/ MCA	PKI Encryption, EncryptionAlgorithms, VulnerabilityAssessment, Secure CodeReview
18	Technical Lead	Min. 4 years	Science Graduate /B.E/ B.Tech/ MCA	Knowledge of Spring, Gradle build tool, Spring boot & Hibernate frameworks, Micro-Services, Docker-Service, DevOPs practices, AI/ML with Python and libraries like Tensorflow, Keras, OpenCV, Matplotlib, scikit-learn, numpy etc.
19	Database Admin	Min. 5 years	Science Graduate /B.E/ B.Tech/ MCA	Database Admin (SQL, NoSQL, DW, Big Data)
20	Business Analyst	Min. 5 years	Science Graduate /B.E/ B.Tech/ MCA	
21	QA Lead	Min. 3 years	Science Graduate /B.E/ B.Tech/ MCA	Experience with Test Automation
22	QA Engineer	Min. 2 years	Science Graduate /B.E/ B.Tech/ MCA	Experience with Test Automation
23	UI/UX/Graphics/ Creative Designer	Min. 5 years	Science Graduate /B.E/ B.Tech/ MCA	UI/UX/Graphics/CreativeDesigner

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24	Document Writer	Min. 3 years	Any Graduate	Shall be responsible for creating and managing software related documents, user manuals etc. Must be proficient in SDLC/Agile development and should have delivered software related documentations
25	Helpdesk Engineer	Min. 2 years	Any Graduate	To daily troubleshoot and support IT system and attend to end user queries

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 reputed firms (hereafter referred as ‘Bidders’) which meets the evaluation criteria and can deliver the scope specified in this RFE. This RFE is not an offer of empanelment by NHA to the interested Agencies or any other person. The information in RFE is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

5.2 General

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

5.3 Availability of RFE Document

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

- a) Central Public Procurement Portal (www.eprocure.gov.in)
- b) NHA website (<https://nha.gov.in/Tenders-Procurement>)

5.4 Bid Security

1. The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified in 9.2.3 of annexure II of this RFE and shall be liable as per the declaration.

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 and in providing any additional information required by NHA to facilitate the evaluation process.

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

5.6 Consortium and Sub-Contracting

Bidding as a consortium and sub-contracting of any service is not allowed for implementation of any component under the scope of this project, unless specified in the respective ToR.

5.7 Debarment from Bidding

1. The bidder shall be debarred if they have been convicted of an offence –
 - a. under the Prevention of Corruption Act, 1988; or
 - b. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

5.8 Authorized Signatory and Authentication of Bids

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution. The power of attorneys/board resolution of the Bidder to be submitted along with the 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 RFE document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications.

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

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 section 2 (Fact Sheet). The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered, except expressly clarified in RFE. 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 may be entertained. NHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission has to be made electronically on CPPP, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles. NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. NHA may, at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on CPPP) or by intimating all bidders, in writing or through e-mail. In such case all rights and obligations of NHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.12 Proposal Submission Format

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

5.13 Amendment of the RFE

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

5.14 Bid Validity

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

5.15 Right to the Content of Proposal

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

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 RFE:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFE.
4. The Proposal is received in an incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted without the bid security declaration as per the format specified in the RFE;
8. The information submitted in the proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;

5.17 Confidentiality

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

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 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

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(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 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 3 years from the date such Bidder is found by NHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) “Corrupt Practice” means
 - 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
 - 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. NHA may terminate the RFE process at any time and without assigning any reason. NHA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFE does not constitute an offer by NHA. The bidder's participation in this process may result in short listing the bidders.

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 NHA shall forfeit and appropriate the PBG (performance bank guarantee), if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NHA for, inter alia, the time, cost and effort of the NHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the NHA hereunder or otherwise.
2. NHA requires that bidders provides professional, objective, and impartial services and at all times hold the NHA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidders shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NHA.
3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - d) There is a conflict among this and other assignments of the
 - e) Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidders will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the bidders shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - f) 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

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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. The empanelled firms/SDAs shall disclose to the NHA in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Empanelled Agency or the Empanelled Agency's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

5.21 NHA's right to accept or reject any or all proposals

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

6. Bidding Process

6.1 Pre-Bid Queries

Any clarification (pre-bid query) regarding the RFE can be submitted to NHA as per the submission mode and timelines mentioned in section 2 (Fact Sheet) of the RFE. The pre-bid queries must be submitted in the format as mentioned in Annexure I (Template for Pre-Bid Queries) of this RFE, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by NHA. NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

6.2 Pre-Bid Meeting

NHA will organize a pre-bid meeting with the prospective bidders as per details provided in section 2 (Fact Sheet) and may respond to any request for clarifications on, and/or modifications of this RFE. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. In case of physical pre-bid meeting, only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

1. The representatives of the interested organizations shall attend the pre-bid conference at their own cost.
2. Only persons, duly authorized by the interested organization, will be allowed to participate in the pre-bid conference. A maximum of two (2) representatives shall be allowed to attend the pre-bid conference.
3. The authorized signatory of the bidder shall indicate to NHA the names of the individuals who will be attending the pre bid conference on behalf of the interested organization via an e-mail to procurement.division@nha.gov.in

6.3 Responses to Pre-Bid Queries and Issue of Corrigendum

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

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

6.4 Bid submission format

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

S. no.	CPPP Cover	Document Name	Contents
1.	Fee cover	Bid Security Declaration	Scan copy of Bid Security Declaration (Original Bid Security Declaration to be submitted in a sealed cover at NHA office).
		Integrity Pact	Scan copy of signed pre-contract Integrity Pact as per Annexure IV (Pre-contract Integrity Pact)- (Original signed pre-contract integrity pact to be submitted in a sealed cover at NHA office).
2.	Technical Proposal	Part-A of the evaluation criteria	a) Bidders proposal as per section 7.2.1 (Part-A) along with the specified documents/Forms at Annexure II. b) Checklist of all documents submitted
3	Commercial Proposal	Part-B of the evaluation criteria	a) Bidders proposal as per section 7.2.2 (Part-B) along with the specified documents/Forms at Annexure II.

Table 1: Bid submission documents

5. The response to evaluation criteria (refer section 7) should be uploaded in separate folders on the CPPP.
6. Please note that prices must not be indicated in the bid. In case any bidder submits prices or any other commercial information in its proposal/bid then the bids of such bidders will be summarily rejected by NHA.
7. The proposal should be complete documents and should be in separate single PDF documents. All the pages of the bid to be sequentially numbered and document to contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFE document only.

Any deficiency in documentation may result in the rejection of the bid at the sole discretion of NHA.

8. Original Bid Security Declaration and signed integrity pact is required to be submitted manually at NHA's office in a sealed cover and a scan copy of Bid Security Declaration and signed integrity pact needs to be uploaded on CPPP by the bidders. While submitting the original Bid Security Declaration and Integrity pact, the Bid Security Declaration and integrity pact should be placed in a sealed cover and the envelope be super scribed as "**Bid Security Declaration and Integrity pact for RFE # <.....>, dated <....>**"- along with bidders name mentioned on the cover. Original Bid Security Declaration, Power of attorney/Board resolution and signed integrity pact to be submitted by the bidder at the following address-
 - Deputy Director (Administration)
 - National Health Authority
 - 3rd Floor, Tower-I
 - Jeevan Bharti Building
 - Connaught Place
 - New Delhi – 110001
9. The Bidders are requested to go through the RFE document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
10. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
11. Each document submitted by the bidder in proposals to be duly signed by the authorized signatory as per section 5.8 (Authorized Signatory and Authentication of Bids).

6.5 Selection of Bidders

6.5.1 Opening of Proposals

1. The Proposals will be opened by NHA, on CPPP, in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidder to identify their bonafide for attending the opening of the proposal.
2. The venue, date and time for opening the bidders proposal are mentioned in the Fact Sheet.

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, may be rejected by the NHA and may not be included for further consideration.

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

1. Not submitted in the format as specified in this RFE document;
2. Received without the Power of Attorney/Board Resolution;

3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without the documents required under this RFE;
6. Non-compliant to any of the clauses mentioned in this RFE;
7. Lesser validity period than that prescribed in this RFE

6.5.3 Clarification on Proposals

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

7. Evaluation Process and Criteria

7.1 Evaluation Process

1. After the due date of bid submission, NHA will open each of the bid proposals of bidders on CPPP in the presence of bidder's representatives who may be present at the time of opening. . For the purpose of bid proposal evaluation NHA, may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the empanelment.
2. The bidders proposal to contain all the documents mentioned in the RFE. Each of the Qualification conditions mentioned in this section 7 (part-A and part B) is MANDATORY. In case the Bidder does not meet any one of the conditions, the bid may be disqualified.
3. Bidders response to the evaluation criteria shall be evaluated in accordance with the requirements specified in this RFE. A checklist has to be created with proper page-wise indexing of all supporting documents and to be uploaded by bidders in their proposal.

7.2 Evaluation Criteria

1. Evaluation criteria consists of three parts viz. Part-A and Part-B. Bidders to submit their compliance against these criterion. Part-A is the pre-qualification while Part-B shall be the commercial evaluation.
2. 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.
3. The decision of NHA in the evaluation of proposals shall be final.
4. No correspondence will be entertained outside the process of evaluation with NHA.
5. NHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformations on their proposals.
6. During the Proposal Evaluation, NHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFE. The Evaluation Committee (EC) constituted by the NHA shall evaluate the responses to the RFE and all supporting documents & documentary evidence as mentioned in this section of the RFE. NHA reserves the right to check/ validate the authenticity of the information provided in the evaluation criteria and the requisite support to be provided by the Bidder.

The evaluation criteria is as follows-

7.2.1 Part-A Criteria

The Bidder's proposal for Part-A will be evaluated as per the criteria specified in this section. It consists of Part A-1, and Part A-2. All bidders qualified in eligibility criteria i.e. Part-A-1 will be eligible to be considered for Part A-2 technical criteria. The bidders declared qualified in Part A-2 will be eligible for Part-B evaluation. Failure to meet even one of the criteria in Part-A as mentioned below may lead to rejection of the Bid. Definitions of key terms relating to qualification criteria are given below-

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Term	Definition
Net worth (Consolidated)	As defined in Indian Companies Act
Turnover	As defined in Indian Companies Act
Financial Year	The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a company/ bidder.

Eligibility Criteria Part A-1

Sl. No.	Eligibility Criteria	Document Proof
1	The Bidder should be – a. A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India. b. Registered with the GST Authorities c. Company should have a valid PAN number	a. Copy of certificate of Incorporation along with copy of Memorandum and Articles of Association. b. Copy of GST Registration certificate issued by GSTN authorities c. Copy of PAN Card
2	The Bidder should have been in continuous operations delivering software services for a period of at least 3 years (i.e. for FY 2020-21, 2021-22 and 2022-2023) in India prior to the date of submission of bid.	a. Copy of Status Certificates (Completed in the last two FY or in progress as on date of bid submission) from End Customer to be submitted along with the copy of Work Order, clearly highlighting the award date and scope of work.
3	Average annual turnover of the bidder should be more than Rs. three (3) Crore during the previous three financial years- 2020-21, 2021-22 and 2022-2023)	a. Statutory auditor's certificate of the Bidder clearly specifying the turnover from the stated criteria ONLY for the specified years. OR Copy of the audited annual financial statements (AFS). AFS copy should have auditor's name and signature on the statements (Balance sheet/ P & L etc.). No website download or link to be provided. Alongwith a full copy of the annual financial statement, <u>the bidder to provide reference to the relevant section where information related to the criteria is specified in the annual financial statement of the bidder</u>
4	Experience in Software projects • The bidder to submit details of 1 projects with a min. contract value of INR 1 Cr each which they have undertaken.	a. Copy of Status Certificates (Completed in the last 3 years ending on the bid submission date. or in progress as on date of bid submission) from End Customer to be submitted along with the copy of Work Order, clearly

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	<ul style="list-style-type: none"> • For all the projects the development should have been completed and bidder should have executed the project in any of the last 3 years ending on the bid submission date. • Scope of 3 citations covering any of the following- <ul style="list-style-type: none"> ✓ Experience on integrating healthcare/health tech solution with FHIR implementation ✓ Application development using micro-service architecture ✓ Api first development approach along with extensive experience on event driven programming ✓ CI/CD expertise using open source tools - solution deployment using Kubernetes cluster ✓ Experience on Cloud based solution development preferably in hyper scaler such as AWS Azure GOOGLE Cloud etc. ✓ Analytics solutions/Visualisation- designing and Modelling Large Data base (atleast 10 TB) with load partition and load balancing ✓ Experience on automated testing framework for both function and performance test ✓ Web and mobile application development 	highlighting the award date and scope of work.
6	The bidder should have at least 50 full time Software Developers/ Software Engineers/Test Engineers on its payroll as on date of publishing of RFE	a. Certificate from the HR head of the Agency OR Authorized signatory alongwith the EPFO registration and status of those resources
7	As on date of submission of the proposal, the Bidder should not be blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	a. Certificate from the authorized signatory as per the format mentioned at sub-section 9.2.5 (Form PQ5: Format- self declaration for non- black listing) of Annexure II of this RFE.
8	As on date of submission of the proposal, the Bidder should not be debarred under the conditions specified in sub-section 5.7 (Debarment from Bidding) of the RFE.	b. Certificate from the authorized signatory as per the format mentioned at sub-section 9.2.6 (Form PQ6: Format- self declaration for non- debarment) of Annexure II of this RFE.

Technical Criteria Part A-2

Experience in Software projects/Products –

1. Interested Agency shall submit details of minimum 3 different projects in any of the last 3 financial years ending on

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bid submission date, which they have undertaken covering different citation as mentioned below: -

- ✓ Experience on integrating healthcare/health tech solution with FHIR implementation
- ✓ Application development using micro-service architecture
- ✓ Api first development approach along with extensive experience on event driven programming
- ✓ CI/CD expertise using open-source tools - solution deployment using Kubernetes cluster
- ✓ Experience on Cloud based solution development preferably in hyper scaler such as AWS Azure GOOGLE Cloud etc.
- ✓ Analytics solutions/Visualizations- designing and Modelling Large Data base (atleast 10 TB) with load partition and load balancing
- ✓ Experience on automated testing framework for both function and performance test
- ✓ Web and mobile application development

All the submitted projects must be completed in every aspect.

Evaluation of the same shall be done through-

- a) Citations submitted by the bidder accompanied by client certificate/contract copy/work orders
- b) Write-up submitted along with the bid signed by authorized signatory of the bidder
- c) Self-evaluation table submitted as per sub-section 9.2.8, annexe II
- d) Presentation on citations given by the bidder
- e) Any other criteria as may be decided by NHA

Sl. No.	Parameter	Maximum Score
1	Minimum 3 projects covering citations as indicated in para 1 above.....45 Marks	50 Marks
2	More than 3 projects covering citations as indicated in para 1 above....50 Marks	

2. A technical presentation will be sought from the all bidders eligible in Part-A1. The maximum time permitted will be of 25 minutes per bidder.

The evaluation of the same shall be done through-

- a) Bidders profile including its financial/manpower strength
- b) Certifications/achievements obtained
- c) Demo of any proposed solution
- d) Past experience

10 minutes for point a, b and d.

10 minutes for point c.

5 minutes for each citations/products proposed.

Sub-categories mentioned under categories 1-8 are indicative in nature. Bidder may demonstrate any similar capability for each of the citation/product under the relevant categories 1-8. Bidder may provide details as mentioned in format enclosed in Annexure II for all 3 citations/products.

Parameter	Score
1. Complexity of system design	10
a) Mobile interface	
b) System integration capabilities - APIs etc.	

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c) Cloud based solutions	
d) Web interface	
2. Security	
a) Role based access control	5
b) Encryption/ anonymization of sensitive data	
c) Two factor authentication	
3. Analytics exposure	
a) MIS and BI reporting	5
b) Reporting dashboard	
c) Dynamic customizable reporting	
4. DevOps usage	
a) Scripted auto code promotion and sanity checks	5
b) Stubs based integration testing	
c) Use of CI/CD	
5. Modularity	
a) N tier/3 tier architecture	10
b) API driven service exposure and consumption (Inter and Intra modules)	
c) Microservices architecture	
6. Scalability	
a) Application level scalability feature (concurrency and transactions)	5
b) Dynamic scalability at infra level	
7. Transaction volume managed	
a) Application performance benchmarking exercise	5
b) Tiered benchmarking at presentation, app and data layers	
8. Emerging Technologies usage	
a) Use case developed for AI/ ML - Predictive modelling	5
b) NLP capabilities driven chat BOT features	
c) Distributed source truth management	

Note: Minimum cut off marks for presentation would be 35. An agency scoring less than 35 marks in the presentation would not be considered and would be declared disqualified.

Relaxation in Part-A criteria for MSEs & Start-ups. The condition of prior Minimum Experience in the similar business would be “Should be providing software development services for at least previous **two financial years** (FY2021-22,and FY 2022-23) (**criteria # 2**)” and turnover (**criteria # 3**) accepted **as minimum Rs. 1.5 crore/annum** for Start-ups and Micro and Small Enterprises (MSEs) in line with MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or by Department of Industrial Policy and Promotion subject to meeting of quality & technical specifications of the projects submitted. Requisite supporting documents to qualify as start-up or MSE to be submitted along with the bid proposal.

7.2.2 Part B Criteria (Commercial Evaluation)

This section provides details on the part-B of evaluation criteria.

- a) The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee – constituted by NHA).
- 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 (Commercial Proposal Format).
- 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) The Purchaser reserves the right to correct any computational, arithmetic errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number.
- g) If there is a discrepancy between words and figures, the amount in words will prevail.
- h) The bidder quoting the least total shall be considered as L1.
- i) All other bidders willing to get empaneled shall be required to match the prices of L1 bidder line item wise. For this purpose, bidders in ascending order shall be invited till such time that the capping on no. of bidders to be empaneled is achieved.

8. Award of Empanelment

8.1 Award of Empanelment

1. NHA will empanel up to 5 bidders and rest up to 5 will be kept as backup **selected agencies** as SDAs subject to their matching the commercials as described in in the part-B of the evaluation criteria above. In this process, the first 10 agencies as per the rate quoted and willing to match the L1 rate shall be considered.
2. NHA shall issue Letter of Award (LoI) for the empanelment to the selected firms.
3. Within 7 days of submission of the acceptance of Letter of award, the SDMAs and NHA shall sign the Empanelment Agreement.
4. **Within 14 days of the letter of award from the NHA, the successful agencies shall furnish the Empanelment Security Deposit of Rs. 10 lakhs in form of irrevocable Bank Guarantee valid for Sixty days beyond the period of empanelment.**
5. The empanelment shall be for a duration of 24 months from the start/effective date of empanelment agreement and further extendable by another 2 (two) years (up to one year at a time), However, the discretion for extending the empanelment contract shall rest with the NHA on the same terms and conditions provided under this RFP and acceptance of both the parties.

8.2 Letter of Award

1. Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or byfax or email through a letter of award.
2. The letter of award shall constitute the formation of the empanelment contract.
3. 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.

8.3 Performance Bank Guarantee

1. The Performance Guarantee shall contain a claim period of sixty days from the last date of validity of the work period. The SDMA 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.
2. The empaneled agencies shall be submitting the PBG as per the format specified in Annexure-III of this RFE equivalent to 10% of the value of the respective Work Order to be issued to the Agency selected against the specific ToR, within 15 days of issue of respective WO.
3. In case the contract value is increased, at any point during the contract as a result of increase in volumes or otherwise, then in such case SDMA shall submit additional performance guarantee with the applicable amount i.e. 10 % of the amount of increase in contract value and submit to NHA. Additionally, if the performance security/performance bank guarantee is liquidated/encashed, in whole or in part, during the project, SDMA shall submit additional performance security with the same amount as has been encashed within 15 days of such encashment
4. In case the selected bidder fails to submit performance guarantee within the time stipulated, NHA at its discretion may cancel the order placed on the SDMA and may also invoke the empanelment bid security without giving any notice.
5. 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 terms & conditions.
6. The performance guarantee/security is to be submitted as per format indicated in Annexure III (Format for Performance Bank Guarantee) of this RFE.

Note: 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 NHA in its sole discretion), the NHA shall have the right to forfeit the empanelment security of SDAs.

8.4 Failure to Agree with the Terms and Conditions of the RFE

1. Failure of the successful bidder to agree with the terms and Terms & Conditions of the RFE shall constitute sufficient grounds for the annulment of the award.
2. In such event NHA may award the contract to the next best value bidder or call for new proposals from the interested bidders.
3. In such a case, NHA shall disqualify the said bidder from bidding for any contract with NHA for a period of one year from the date of notification in accordance with the bid security declaration submitted by the bidder.

8.5 Payment Terms

1. No payment shall be paid unless an empanelled SDMA is selected for a work. In such case payments terms shall be governed by the work orders/ToR and terms laid out in this RFE issued by NHA. However the following is clarified in respect of payments to any SDMA for work/assignments-
 - a. The payment shall be done (after deducting TDS) on a quarterly basis upon submission of the invoice by the SDMA to NHA.
 - b. GST shall be paid (as per applicable rate) to the SDMA by NHA on their invoices however all other taxes, cesses, levies, duties and any other incidental direct/indirect costs shall be borne by the SDMA.
 - c. NHA shall make payments after withholding tax deductible at source as appropriate as per the applicable taxation laws.
 - d. SDMA shall submit the invoice only after taking the sign off on the applicable deliverables and/or timesheets etc. as the case may be.
 - e. Advance payments will not be made.
 - f. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
 - g. Payments shall be subject to meeting the terms and condition as shall be specified by NHA in subsequent work orders/ToRs and this RFE.
 - h. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as per the criterion mentioned in this bidding document, will be deducted from the payments

9. Annexures

9.1 Annexure I: Template for Pre-Bid Queries

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

Sheet 1: Bidder's Information

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

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

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

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

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

Note–

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

9.2 Annexure II: Formats for Proposal Format

9.2.1 Form PQ1: Bid submission letter

<No.....>

<Location, Date>

To

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

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

Dear Sir/madam,

We, the undersigned, offer to provide the services for the NHA Software Development Agency with reference to your Request for Empanelment dated <insert date> and our Proposal. We are hereby submitting our proposal for part-A and Part-b of the evaluation criteria.

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

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

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9.2.2 Form PQ2: Profile of Bidder

The following details are to be submitted for the bidder.

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S. No.	Item	Bidder's Response
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 (of contact person)	
10.	Telephone (of contact person)	
11.	Fax Number (of contact person)	
12.	Email Address (of contact person)	
13.	Brief Description of the Organization	
14.	Office Address	

Table 2: Profile of Bidder Format

9.2.3 Form PQ4: Bid Security Declaration

<No.....>

<Location, Date>

To

Deputy Director (Administration)

National Health Authority

9th Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Dear Sir/s,

I/we, the undersigned, declare that-

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

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- 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)	(Signature)
.....
(Name)	(Name)
.....

9.2.4 Form PQ5: 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 or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Authorized Signatory)

9.2.5 Form PQ6: Format – self declaration for non-debarment

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

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

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

Sincerely,

(Signature)

(Name and signature of Authorized Signatory)

9.2.6 Form PQ6: Format – Details of Citations/Bidders Experience Format

1. In this section the Bidder should provide their experience in various competency areas as required by the project.
2. The bidder is required to submit the required references for each of the competencies as detailed in sub Section 7.2.2.1 (Bidder’s Experience) of this volume of the RFP. Citations to be submitted for each of the Bidder.
3. For each of the citations the bidder shall provide details of a single point of contact (at client side) in their proposals. NHA reserves the right to clarify on the citations from bidders clients.
4. The Bidder should submit credentials that best illustrate ability to provide the services required as per the evaluation criteria only. Credentials in similar environments in terms of scope coverage, magnitude, geographical spread, organizational characteristics should be given preference.
5. The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from tender conditions.

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

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#	Information Sought	Bidder's Response
5.	Client Contact Details (Contact Name, Address, Telephone Number)	
6.	Duration of Assignment (months)	
7.	Award Date (month/year)	
8.	Go-Live Date / Completion Date (month/year)	
9.	Documentary evidence as required	
10.	Details of work that defines the scope relevant to the requirement	

9.2.7 Form C1: Format – Commercial Format

S.No.	Profile	Count (A)	Duration in months (B)	Monthly Rate (excl GST)- C	Total (A*B*C)
1	Sr. DevOps	01	24		
2	DevOps	01	24		
3	Cloud Solution Architect	01	24		
4	Enterprise Architect	01	24		
5	Full Stack Spring Boot Developer	01	24		
6	Full Stack Angular Developer	01	24		
7	Full Stack ReactJS Developer	01	24		
8	Data Architect	01	24		
9	Data Engineer	01	24		
10	Full Stack Flutter Developer	01	24		
11	Full Stack LAMP Developer	01	24		
12	Scrum Master (or equivalent role in other agile practices)	01	24		
13	Product Manager	01	24		
14	Delivery Manager	01	24		

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15	Back End Architect	01	24		
16	Front End Architect	01	24		
17	Security Architect	01	24		
18	Technical Lead	01	24		
19	Database Admin	01	24		
20	Business Analyst	01	24		
21	QA Lead	01	24		
22	QA Engineer	01	24		
23	UI/UX/Graphics/Creative Designer	01	24		
24	Document Writer	01	24		
25	Helpdesk Engineer	01	24		

9.3 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
Deputy Director (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Dear Sir/Madam,

1. 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 "Software Development Agency/SDMA" 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 SDMA, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the SDMA 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 SDMA 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 SDMA of any of the terms or conditions contained in the said Agreement or by reason of the SDMA failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the NHA and the SDMA 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 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 SDMA. 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 SDMA, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or

SDMAs Empanelment for NHA

implied, in the Contract between the NHA and the SDMA 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.

- 4. 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 SDMA and not withstanding any security or other guarantee the NHA may have in relation to the SDMA liabilities.
- 5. This guarantee will not be discharged due to the change in the constitution of the Bank or the SDMA.
- 6. Notwithstanding anything contained hereinabove:
 - 1. Our liability under this guarantee is restricted to ₹ (in words & figures).
 - 2. This Bank Guarantee will be valid up to.....; and
 - 3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

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

WITNESS

.....

(Signature)

(Signature)

.....

(Name)

(Name)

.....

(Official Address)

(Designation with Bank Stamp)

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

9.4 Annexure IV: Pre-contract Integrity Pact

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

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal.

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

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

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

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

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

Section 4: Compensation for Damages

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

from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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

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

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

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

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

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the CEO, NHA.
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, NHA 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, 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.
8. 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.
9. 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

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

(For & on behalf of Bidder/Contractor)

(Office Seal)



**national
health
authority**



Request for Empanelment (RFE)

for

**“Software Development &
Maintenance Agencies
(SDMAs)”**

Volume-II

(Contractual and Legal Specifications)

RFE No: No: S-12019/141/2021-NHA-Part(4)

Date of Publishing: 30.11.2023

Disclaimer

The information contained in this Request for Proposal (RFE) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFE: Request for Empanelment) is to provide interested parties with information that may be useful to them in making their pre-qualification, 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 may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFE and obtain independent advice from appropriate sources.

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

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

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

About this RFE

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

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

This is Volume II of the RFE

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1. Contractual and Legal Specifications:

1.1 Definitions:

Term	Meaning
Adverse Effect	means material adverse effect on (a) the ability of the Successful Bidder/ Empaneled Agency to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement and/or RFE (b) the legal validity, binding nature or enforceability of the Agreement;
Agreement	means the Agreement as stated at Annexure I including Service Levels and Non-Disclosure Agreement, Integrity Pact together with all Articles, Annexures, Schedules and the contents and specifications of the RFE;
Applicable Law(s)	means applicable laws of India including any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision as may be in effect on the date of the execution of the Agreement (and amended from time to time) during the subsistence thereof, becomes applicable to the Project;

<p>Confidential Information</p>	<p>Means all information including Purchaser Data (whether in written, oral, electronic or other format) which relates to the information or data, whether electronic, written or oral, relating to NHA and/or AB PMJAY/ and/or NDHM/ convergence schemes business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, research and development, trade names, know-how, Personal Data, Sensitive Personal Data, plans, budget, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with the Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with the Agreement/RFE);</p> <p>Confidential Information may also include the Confidential Information of NHA's/ other NHA's clients, licensors, alliances, contractors and advisors.</p> <p>“Personal Data” shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and “Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable— (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; 6 (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.</p> <p>All such information in whatever form or mode of transmission, which is disclosed by NHA to Empaneled Agency in connection with the Project</p>
----------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Control	Means, in relation to any business entity, the power of a person to secure (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the
Deliverables	Means the products, infrastructure and services agreed to be delivered by the Empaneled Agency in pursuance of the agreement as per the Scope defined more elaborately in Section 4 of the RFE Volume I.
Purchaser	Purchaser shall mean National Health Authority
Purchaser Data	Means all proprietary data of the department or its nominated agencies generated out of operations and transactions and related information including but not restricted to user data which the Empaneled Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to the Agreement;
Material Breach	Means a breach by either Party (Empaneled Agency) of any of its obligations under the Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Parties	means Purchaser and Empaneled Agency collectively for the purposes of the Agreement and individually as defined and/or as "Party" shall be interpreted accordingly;
Performance Security Deposit /Performance Bank Guarantee	Means the guarantee provided by a Nationalized Bank in favor of the Empaneled Agency as per the terms stated in RFE and Agreement.

Service Levels	Means the level of service and other performance criteria which will apply to the Services delivered by the Empaneled Agency and includes the Performance and Maintenance of SERVICE LEVELS.
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Purchaser or Empaneled Agency and to which Empaneled Agency has been granted a license to use and which are used in the provision of Services;
Safety and Security	shall imply NHA Information Security and Privacy Policies and guidelines as amended from time to time.
Empaneled Agency	Shall mean the successful Bidder selected in terms of the RFE (Term “Agency” and “Empaneled Agency” shall mean the selected Bidder only)

1.2 Approvals and Required Consents:

The Empaneled Agency shall procure, maintain and observe all relevant and regulatory and Governmental licenses, clearances and applicable approvals (hereinafter the “Required Consents”) necessary for the Empaneled Agency to provide the Services. The costs of such Approvals shall be borne by the Empaneled Agency for such costs in reference to the services as defined within the terms of the Agreement.

1.3 Scope of Work:

Detailed scope of work for the Empaneled Agency shall be read as per section 4 of Volume I of the RFE.

1.4 Payment Terms

- i. Payments to Empaneled Agency will be linked to the conformation of Service Levels and Penalties linked to the delivery of milestones and will be stated in Terms of Reference (ToR) /Work Order issued to Empaneled Agency. All payments shall be made in Indian Rupees (INR). The undisputed payments will be made to Empaneled Agency as per section 8.5 of volume 1 of RFE) by NHA.
- ii. The Purchaser shall not be responsible / obligated for making any payments or any other

related obligations except as stated under this Agreement to the Empaneled Agency. The Empaneled 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 Empaneled Agency in any way connected with the discharge of the Empaneled Agency's obligation under the Agreement and in any manner whatsoever. All undisputed and eligible payments will be made by the Purchaser in favor of the Empaneled Agency only.

- iii. The release of undisputed payments by NHA will be Performance (output) based, where the payments are made for measured deliverables and outputs.
- iv. Empaneled Agency shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.
- v. Power to withhold: Notwithstanding anything contained in the payment schedule, any work done or supply made or service rendered by Empaneled Agency is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Empaneled Agency, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
- vi. The Empaneled Agency shall submit the invoice for payment when the payment is due as per the agreed terms on 'Calendar month' basis" along with the penalties in line with Service Levels.
- vii. The invoices submitted and Service Levels imposed will be verified by Purchaser. In the event of any wrong payment to Empaneled Agency, the difference shall be adjusted from the subsequent payments/ dues / performance bank guarantee as the case may be.
- viii. In case of early termination of the Agreement, the payment shall be made to the Empaneled 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 Empaneled 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 the submissions are satisfactory then NHA shall make such undisputed payment calculated based on the specified rate/subject to Service Levels/penalties as laid down in the terms of the RFE.

1.5 Sub- contracting and Consortium

Sub-contracting of any services is **not allowed** for implementation of any component under the scope of this project.

Consortium is also not permitted under this RFE.

1.6 Intellectual Property Rights

i. 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 or any of its modifications, enhancements, or customizations 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 Empaneled Agency's Pre-existing Work is embedded in the deliverables and/or work developed or prepared under the RFE/Agreement, Empaneled 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.

Empaneled Agency acknowledges that all deliverables / reports / work developed, prepared and completed as bespoke/customized development 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 Empaneled Agency shall not outsource/sub-contract the solution as required for the scope of the RFE.

Empaneled Agency acknowledges that the deliverables / work prepared under the Agreement shall be considered as "work made for hire" by the Empaneled Agency for NHA, and, therefore, deliverables shall remain the sole and exclusive property of NHA for ownership and any future use. Nothing contained in this Clause shall relieve either Party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other Party.

Empaneled Agency shall bear full responsibility for the intellectual property violation, and any compensation / fines / damages in this regard shall be fully borne by the Empaneled Agency. If, as a result of such violation, NHA is enjoined from using such Third Party IPR or any part thereof or is likely to be enjoined, Empaneled 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 Purchaser shall own all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Empaneled 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 Purchaser, the Empaneled Agency shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Empaneled Agency in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Empaneled Agency shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

1.7 Taxes & Duties

Subject to as specified in Section 8.5 of the Volume I of the RFE, The Empaneled Agency is liable for all taxes and duties etc. as applicable such as, but not limited to duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. All prices quoted for the purpose of this RFE and the resultant agreement/contract shall be inclusive of all applicable taxes. The Empaneled Agency shall be entirely responsible for all taxes, duties and license fees, etc. incurred on the contracted Services to the Purchaser. The Empaneled Agency agrees to reimburse and hold the Purchaser or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility. If there is any reduction or increase in duties and taxes due to statutory and /or applicable laws whatsoever after submission of Bid by the Bidder, the same shall be passed on to the Purchaser accordingly.

The Empaneled Agency shall bear all personnel taxes levied or imposed on its personnel, , Empaneled Agency's consultants etc. on account of payment received under this Agreement. The Empaneled Agency shall bear all corporate taxes, levied or imposed on the Empaneled Agency on account of payments received by it from the Purchaser for the work done under this Agreement.

If, after the date of the Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Empaneled Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Empaneled Agency under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Empaneled Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFE.

1.8 Liquidated Damages and Penalties

Time is the essence of the Agreement and the delivery dates are binding on the Empaneled Agency. In the event of delay and/or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Empaneled Agency, in meeting the deliverables/service levels, NHA shall be entitled at its option to recover from the Empaneled Agency as agreed, liquidated damages/penalties, as specified in Work Order. However, the damages/penalties shall be subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to NHA under the terms and conditions of the RFE, contract and as per applicable law including the right of forfeiture of PBG. Once the maximum percentage of liquidated damages/penalties as stated in Work Order reaches/ cross the cap so stated, the Purchaser shall have the right and may at its discretion terminate the Agreement for default and consequences/effects for such termination as stated in Section 1.9 hereinbelow and in the Agreement shall become applicable. Each of the Parties shall ensure that the range of the Services/Deliverables under the Service Levels shall not be varied, reduced or increased except with the prior written agreement between the Purchaser and the Empaneled Agency in accordance with the provisions of Change Control set out in this Agreement.

1.9 Termination

1.9.1 FOR MATERIAL BREACH

i. In the event that NHA believes that the Empaneled Agency is in Material Breach of its obligations under the Agreement, NHA may terminate the Agreement upon giving a one month's notice for curing the Material Breach to the Empaneled Agency. In case the Material Breach continues, post expiration of 30-day cure period, the Purchaser will have the option to terminate the Agreement without any further notice. 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 Empaneled Agency is not able to deliver the services as per the SERVICE LEVELS which translates into Material Breach, then the Purchaser may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate the Agreement. Further, the Purchaser may offer a reasonable opportunity to the Empaneled Agency to explain the circumstances leading to such a breach.
- (b) If the Empaneled Agency 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) The Purchaser may by giving a one month's written notice, terminate the Agreement if a change of control of the Empaneled Agency has taken place. For the purposes of this Clause, in the case of Empaneled Agency, change of control shall mean as stated hereinbelow in Clause 1.12 of this Volume read with change management Schedule.
- (d) In the event that Empaneled Agency undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Empaneled Agency by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Purchaser may exercise its right to terminate the Agreement in accordance with this Clause by giving 15 days further written notice to the Empaneled Agency.
- (e) If the Empaneled Agency becomes (which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary
- (f) If the Empaneled Agency submits to the Purchaser a false statement which has a material breach/adverse effects on the rights, obligations or interests of the Purchaser.
- (g) If the Empaneled Agency and/or Sub- Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- (h) If the Empaneled Agency fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.
- (i) In the event of Empaneled Agency found:
 - i. Sub-contracting of work/services
 - ii. Provided incorrect information to NHA

1.9.2 TERMINATION FOR CONVENIENCE

- i. The Purchaser may at any time terminate the Contract for any reason by giving the Empaneled Agency an advance notice of 30 days of termination that refers to this clause.
- ii. Upon receipt of the notice of termination under this clause, the Empaneled Agency shall either as soon as reasonably practical or upon the date specified in the notice of termination:
 - a. deliver to the Purchaser the parts of the System executed by the Empaneled Agency up to the date of termination;
 - b. to the extent legally possible, assign to the Purchaser all right, title, and benefit to the System, or Subsystem, developed specifically for the Purchaser, as on the date of termination, and, as may be required by the Purchaser, in any Contracts concluded between the Parties for this RFE.
 - c. deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Empaneled Agency as of the date of termination in connection with the System and/or Solution.

1.9.3. Effects of termination

- i. In the event that Purchaser terminates the Agreement pursuant to failure on the part of the Empaneled Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Empaneled Agency shall be forfeited
- ii. Upon termination of the Agreement, the Empaneled Agency will comply with the Exit Management procedure as laid down by NHA in Schedule III and provide all the requisite support for smooth transition and handover of the operations and assets.
- iii. In the event that Purchaser terminates the Agreement, the compensation will be decided in accordance with the Terms of Payment set out in terms of RFE and the Agreement.
- iv. Purchaser agrees to pay such undisputed amount to Empaneled Agency for all charges for Services, Empaneled Agency provides and any Deliverables and/or system (or part thereof) Empaneled Agency delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided as per Exit Management.

1.9.4 Termination of the Agreement due to Insolvency and /or bankruptcy of Empaneled Agency

The Purchaser may serve written notice on Empaneled Agency at any time to terminate the Agreement with immediate effect in the event that it is found that the Empaneled Agency is reported as insolvent and/or bankrupt and/or an apprehension of such insolvency and bankruptcy is reported to the Purchaser or its nominated agencies.

1.9.5. In the event Purchaser terminates the Agreement in whole or in part, as per the above excluding for convenience, Purchaser may procure and install, upon such terms and in such manner as it deems appropriate, similar setup. It will be done at the risk and cost of the Empaneled Agency. However, the Empaneled Agency shall continue performance of the Contract to the extent not terminated. All data /reports collected /received by the Empaneled Agency shall be returned to NHA in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to NHA.

1.9.6. The Empaneled Agency can terminate the Empanelment Agreement/ Agreement upon the occurrence of non-payment of Fee within 90 days of the due date that remains uncured despite receipt of a 15 day cure notice or Preliminary Termination Notice from Empaneled Agency provided that such event is not attributable to a Force Majeure Event.

Upon the occurrence of an Event of Default (non-payment of Fee after 90 days of due of payment), the Empaneled Agency may, without prejudice to any other right it may have under this RFE, in law or at equity, issue a Preliminary Termination Notice. If the Purchaser fails to remedy or rectify the Event of Default within 15 days of receipt of the Preliminary Termination Notice, the Empaneled Agency will be entitled to terminate the Empanelment Agreement/ Agreement by issuing a Final Termination Notice.

1.10 Indemnity

1.10.1. Empaneled Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") 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 .

1.10.2 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 Empaneled 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. In case, any infringement claim arises or results directly from the Deliverable of the Empaneled Agency and not from the modified/changed version of the Deliverable which has been done by the Purchaser without the knowledge of the Empaneled Agency, then the claim shall be borne by the Empaneled Agency as per the provisions laid herein.

1.11 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 "Empaneled Agency". No partnership shall be constituted between NHA (or the Government Department) and the Empaneled 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. Empaneled Agency shall be fully responsible for the services performed by them or on their behalf.
- b. Empaneled Agency shall not use NHA / PMJAY/NDHM/other convergence schemes name or any service or proprietary name, mark or logo of Associated with Purchaser over any media for promotional/or non-promotional purposes without first having obtained the Purchaser's prior written approval over the content and media for such release.

1.12 Obligations under the Service Levels and Change Control

1.12.1. The service levels to be met by the Empaneled Agency will be specified in ToR/ Work Order. Each party shall observe and perform the obligation stated herein pertaining to service level.

- (i) The Parties hereby expressly agree that for the purpose of giving full and proper effect to the Service Levels, the Agreement and the Service Level shall be read together and construed harmoniously.
- (ii) Subject to clause 1.10, The Empaneled Agency will deliver the service levels in accordance with the service level metrics as set out in Work Order.
- (iii) This Service Levels shall also govern the provision of the contracted professional services of the Empaneled Agency to NHA and its nominated agencies after the effective date.
- (iv) The Service Levels shall ensure the following:
 - a) Establishment of accountability of the Empaneled Agency;
 - b) Definition of NHA's expectations in terms of services provided;
 - c) Establishment of the relevant performance measurement criteria;
 - d) Definition of the service level expectations;
 - e) Definition of the escalation process;
 - f) Establishment of the framework for Service Levels change management
- (v) For the avoidance of doubt, it is expressly clarified that NHA may also calculate a financial sum and debit the same against the terms of payment as defined in the terms of payment

schedule of this agreement, as a result of the failure of the Empaneled Agency to meet the service levels set out in the Work Order.

1.12.2. Change of Control

- (a) In the event of a change of control of the Empaneled Agency during the Term, the Empaneled Agency shall promptly notify Purchaser and/or its nominated agencies of the same in the format set out as Annexure IV of the Agreement.
- (b) In the event that the net worth of the surviving entity is less than that of Empaneled Agency prior to the change of control, the Purchaser or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Empaneled Agency from a guarantor acceptable to the Purchaser or its nominated agencies (which shall not be Empaneled Agency or any of its associated entities).
- (c) If such a guarantee is not furnished within 30 days of the Purchaser or its nominated agencies requiring the replacement, the Purchaser may exercise its right to terminate the Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- (d) Pursuant to termination, the effects of termination as set out in Clause 1.9 shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Empaneled Agency shall not be deemed 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.

1.12.3. Updating of the Service Levels:

(a) The Parties anticipate that the Service Levels need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence, they hereby agree to revise the terms of the Agreement on an annual basis.

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

- i. Any and all changes to the Service Levels will be initiated in writing between the Buyer and the Empaneled Agency, the service levels in the Agreement shall be considered to be standard for the Buyer and shall only be modified if both Parties agree to an appended set of terms and conditions;
- ii. Only the Buyer or the Empaneled Agency may initiate a revision to the Service Levels;
- iii. A notice of the proposed revision (“Service Level Change Request”) shall be served to the Buyer or the Empaneled Agency as the case may be;
- iv. The Service Level Change request would be deemed to be denied in case it is not approved by NHA within a period of 15 days and/or as intimated at time of such request;
- v. In the event that Buyer/ Empaneled Agency approves of the suggested change the change shall be communicated to all the Parties and the Service Level Change request would be appended to the Agreement;
- vi. The Buyer shall update and republish the text of Agreement annually to include all the Service Level Change Requests that have been appended to the Agreement during the year. Such republished Agreement shall be circulated to all the Parties within days of such change taking

place.

1.12.4. The Parties shall each ensure that the range of the Services under the Service Level shall not be varied, reduced or increased except with the prior written agreement between the Purchaser and Empaneled Agency in accordance with the Change Control Schedule set out in Schedule I of the Agreement. Save for the express terms of the Terms of Payment as set out in RFE, Purchaser or its nominated agencies and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule I of the Agreement, without the need to go for a separate procurement process.

1.13 Obligations, Representations and warranties of the Empaneled Agency:

1.13.1. The EMPANELED AGENCY represents and warrants to the Purchaser 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;
- 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. it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of the Agreement and to validly exercise its rights and perform its obligations under the Agreement;
- e. Empaneled 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;
- f. That all conditions precedent under the Agreement have been satisfied;
- g. That the selected Empaneled Agency has the power and the authority that would be required to enter into the Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of the Agreement and to provide services sought by the Purchaser under the Agreement;
- h. That the Empaneled Agency and its team has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the tender and the Agreement;
- i. That the Empaneled 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;
- j. The Empaneled Agency team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or the Agreement. The Empaneled 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;
- k. from the Effective Date, it will have the financial standing and capacity to undertake the

Project in accordance with the terms of the Agreement;

- l. in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Purchaser's normal business operations
- m. 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;
- n. the information furnished in the EMPANELED AGENCY 's response to the RFE and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of the Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of the Agreement ;
- o. That the representations made by the Empaneled Agency in its Proposal and in the Agreement are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Agreement and the RFE and unless the Purchaser specifies to the contrary, the Empaneled Agency shall be bound by all the terms of the Agreement;
- p. 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;
- q. 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 ;
- r. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under the Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under the Agreement ;
- s. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under the Agreement;
- t. That the Empaneled 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 Empaneled Agency which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;
- u. no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- v. 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 Purchaser or its nominated agencies in connection therewith.
- w. Empaneled 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.

- x. Empaneled Agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.
- y. Empaneled 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.

1.13.2. Obligations of the Empaneled Agency

- a. It shall provide to the Purchaser or its nominated agencies, the Deliverables as set out Scope of work
- b. It shall perform the Services as set out in the RFE and in a good and workman like manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- c. It shall ensure that the Services are being provided as per the Project Timelines set out in the RFE.
- d. It shall carry out all the regulatory obligations enjoined by the applicable laws relating to information security and privacy of personal data, sensitive personal data and health data
- e. It shall comply with NHA's Information Security and Privacy policy as amended from time to time.

1.14 Audit Access, Reporting and Inspection:

The Empaneled Agency shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the Empaneled Agency and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Purchaser to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule II of the Agreement .

1.15 Assignment

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

1.16 Trademarks and Publicity:

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Empaneled Agency shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other

material of whatever kind relating to the Agreement , without prior reference to and approval in writing from NHA, such approval not to be unreasonably withheld or delayed.

1.17 Notices

a. Any notice or other document which may be given by either Party under the Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.

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:

Fax:

Email:

Contact:

With a copy to:

Empaneled Agency

Tel:

Fax:

Email:

Contact:

(d) In relation to a notice given under the Agreement, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

(e) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

(f) Either Party to the Agreement or to they may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

1.18 Variations and Further Assurance

(a) 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 as set out in the Change Control Schedule set out in Schedule I of the Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to the Agreement.

(b) Each Party to the Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in the Agreement.

1.19 Severability and Waiver:

- (a) If any provision of the Agreement , or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- (b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to the Agreement of any right, remedy or provision of the Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

1.20 Compliance with Applicable Law

- a. The Empaneled Agency shall comply with the provision of all applicable laws including information technology laws, data protection guidelines, Privacy laws, labor laws, rules, regulations and notifications issued there under from time to time. All safety and laws enforced in India by statutory Bodies and/or by government order and by the Purchaser shall be applicable in the performance of the Agreement and the Empaneled Agency shall abide by these laws. The Empaneled Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Empaneled Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Empaneled Agency shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.
- b. Each Party to the Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Empaneled Agency) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of the Agreement . All legal disputes are subject to the exclusive jurisdiction of New Delhi, courts only.
- c. During the tenure of the Agreement , the Empaneled 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 Empaneled Agency in contravention of any Applicable Law or any amendment thereof.

1.21 Professional Fees

All expenses incurred by or on behalf of each Party to the Agreement , including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of the Agreement shall be borne solely by the Party which incurred them.

1.22 Ethics

The Empaneled Agency, for itself and on behalf of its subcontractors, agents, representatives, employees etc., represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of the Purchaser or its nominated agencies in connection with the Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of the Purchaser's standard policies and may result in cancellation of the Agreement .

1.23 Amendment

Any amendment to the Agreement shall be made by mutual written consent of all the Parties recorded and executed as an Amendment to the Agreement.

1.24 Limitation of Liability

- (i) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Section shall not be applicable to the indemnification obligations set out in Section 1.10 and confidentiality obligations and security obligations.
- (ii) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).
- (iii) The allocations of liability in this Section 1.24 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

1.25 Conflict of Interest:

The Empaneled Agency shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Empaneled Agency or its Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

1.26 Fraud and Corrupt Practices:

Purchaser requires that the Empaneled Agency engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:

- i. Purchaser shall reject the application for Registration, if the Empaneled Agency has been determined by Purchaser to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.
- ii. These terms are defined as follows:
 - a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NHA or any Government Department during the tenure of Agreement.
 - b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NHA , and includes collusive practice among Empaneled Agency s (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NHA of the benefits of free

- and open competition.
- c) “Unfair trade practices” means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
 - d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of registration.
 - e) “Collusive practices” means a scheme or arrangement between two or more Empaneled Agency s with or without the knowledge of the NHA, designed to establish prices at artificial, non-competitive levels;
- iii. NHA will reject an application for award, if it determines that the Empaneled Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the registration period.
 - iv. The Empaneled Agency shall 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.

1.27 Force Majeure:

- i. “Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Empaneled 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.
- v. 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.
- vi. In the event of termination pursuant to Clause 1.9, the rights and obligations of the Purchaser and the Empaneled Agency shall be as specified in the clause titled Termination
- vii. For the avoidance of doubt, it is expressly clarified that the failure on the part of the Empaneled 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 other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking etc. aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Empaneled 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).
- viii. 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. Empaneled Agency at all time will ensure to deliver its services as per the Scope of Work. Empaneled 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. Waiver to this point may be given at the discretion of NHA.

1.28 Performance Bank Guarantee

The Empaneled Agency shall submit a Performance Bank Guarantee in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Scheduled Indian Bank as per the manner and form prescribed in Volume I of the RFE. PBG to remain valid till 60 days post completion of the term of the Agreement.

NHA may invoke the performance guarantee in case the Empaneled Agency fails to discharge its contractual obligations during the agreement term. In the event of the Empaneled Agency is being unable to service the Agreement for the reasons attributable to the Empaneled Agency, its subcontractors, or any team members, the Purchaser shall have the right to invoke the Performance Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the Purchaser under the Agreement in the matter, the proceeds of the guarantees shall be payable to the Purchaser as compensation for any loss resulting from the failure of Empaneled Agency, or any team members to perform/comply its obligations under the contract. The Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the Empaneled Agency is in default.

The Purchaser shall also be entitled to make recoveries from the Empaneled 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.

1.29 Insurance:

1.29.1. Obligation to maintain insurance:

In connection with the provision of the Services, the Empaneled Agency must have and maintain for the Agreement Period, valid and enforceable insurance coverage. The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Empaneled Agency or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;
- (b) Third Party liability insurance, with a minimum coverage of the value of the contract
- (c) Professional liability insurance, with a minimum coverage of the value of the contract
- (d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Empaneled Agency and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Empaneled Agency's property used in the performance of the Services, and (iii) any outputs prepared by the Empaneled Agency in the performance of the Services.

- 1.29.2. for 01 year <one> year following the expiry or termination of the Agreement, valid and enforceable insurance. The amount shall be in Indian Rupees (INR)
- 1.29.3. In the event of any failure by the Empaneled Agency to comply with the insurance requirements set out in the agreement, Purchaser may, without in any way compromising or waiving any right or remedy, at law or in equity, upon five (5) days' written notice to the Empaneled Agency, purchase such insurance, at the Empaneled Agency expense, provided that Purchaser shall have no obligation to do so and if Purchaser shall do so, the Empaneled Agency shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such reasonable costs incurred by Purchaser shall be promptly reimbursed by the Empaneled Agency and/or may be withheld from any payment due to Empaneled Agency. None of the requirements contained herein as to types, limits or Purchaser's approval of insurance coverage to be maintained by the Empaneled Agency are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the Empaneled Agency under the agreement, or otherwise provided by law.
- 1.29.4. The Empaneled Agency shall not use these documents for purposes unrelated to the Agreement without the prior written approval of the Purchaser and shall produce the same as and when required. The Empaneled Agency agrees to replace any insurance coverage prior to the date of expiry/cancellation. Purchaser or its nominated agencies may, at its election, terminate the Agreement, upon the failure of Empaneled Agency or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Empaneled Agency of its obligations under the Agreement.

1.30 Adherence to Rules & Regulations:

- a. Compliance with laws: Each party will comply with all applicable laws of India along with applicable export and import laws and regulations.
- b. The Empaneled Agency shall comply with the provisions of all laws including employment and labour laws, rules, regulations and notifications issued there under from time to time (such as minimum wages Act, Payment Wages Act, EPF Act, ESI, shop and establishment act and contract labour act etc.) All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Empaneled Agency shall abide by these laws and agrees to provide the relevant proof of compliance as and when demanded by Purchaser subject to relevant Scope of Work. Subject to Clause 1.10, at no point in time shall Purchaser be held liable for any claims relating to such issues.

- c. The Empaneled Agency shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Empaneled Agency shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.
- d. The Empaneled Agency shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000, Right to Privacy and Data Protection Laws etc.
- e. The Empaneled Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- f. Empaneled Agency will provide all third-party components solely on a pass-through basis in accordance with the relevant third-party terms and conditions.

1.31 Risk Purchase:

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

Annexures

Annexure I: Empanelment Agreement

THIS Empanelment AGREEMENT (hereinafter referred to as the “Empanelment AGREEMENT”) made on this ___ day of 2023 at Delhi, India by and between

National Health Authority through its _____, (hereinafter referred to as “NHA/ the Purchaser”) 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 Vendor”/ “Empaneled Agency/ _____”) 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 Purchaser issued an RFE Dated 2023 “RFE”, since purchaser was desirous to procure Empaneled Agency for providing the Services as defined in the Scope of Work as specified in RFE Volume I Section 4 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 _____ 2023.

NOW THIS Empanelment AGREEMENT WITNESSETH AS FOLLOWS:

1. Definition and Interpretations

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

- i. “Empanelment 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. “Empaneled 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.

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

iv. “Project” shall mean provision of services to NHA as per section 4 Volume I of the RFE.

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

3. 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 Empanelment 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 Empanelment 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. Empaneled Agency/ Successful Bidder/Agency has been used for the same entity i.e. bidder selected for the project under terms of the RFE
- l. All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

3. Ambiguities

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

- (i) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (ii) as between the provisions of the Empanelment Agreement and the Schedules/Annexures, the Empanelment Agreement shall prevail, save and except as

expressly provided otherwise in the Empanelment 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 Empanelment Agreement viz:

- (i) This Empanelment Agreement read with Work Order and Service Levels
- (ii) Non-Disclosure Agreement
- (iii) Schedules and Annexures to the Empanelment Agreement
- (iv) RFE Document No _____ 2023 along with subsequently issued Corrigendum
- (v) Technical and financial 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 Empanelment Agreement shall come into effect on <***> 2023 (hereinafter the 'Effective Date') and the empanelment shall be valid for an **initial period of 24 months (twenty-four months) from the effective date, extendable to a further period of 2 years** (one year at a time), at the discretion of NHA on same terms and conditions. The decision of contract extension shall be solely at the option of NHA and cannot be claimed by the Empaneled Agency as a matter of right.

6. Consideration:

RFE Consideration shall be read in reference to ToR/ Order.

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

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

9. Dispute Resolution: Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi/ -----, India. 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 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.

10. Governing Law and Jurisdiction: This Empanelment 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.

11. Entire Agreement: This Empanelment 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 Empanelment 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 Empaneled Agency

Mr. <Name>

<Designation>

Seal

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

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

Annexure II: 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 'Purchaser' or '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 Empaneled Agency/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. Purchaser is desirous to implement the project of -----.
2. The Purchaser and EMPANELED AGENCY 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.

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 Empaneled Agency 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 III and such employees and/or associates shall be instructed, directed and guided by Empaneled Agency to deal with Confidential Information in the same manner as stated in this Non- Disclosure Agreement and RFE. Empaneled Agency shall promptly provide copies of such Individual Undertakings to Purchaser as and when demanded;

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

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

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

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

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

(i) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose

upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

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

8. Exceptions to confidential information

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

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

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

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

9. Ownership of the confidential information

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

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

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

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

10. Dispute resolution

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

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

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

Attn: <***>

Tel:

Email:

Contact:

With a copy to:

If to the EMPANELED AGENCY:

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 Purchaser and the EMPANELED AGENCY 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 EMPANELED AGENCY by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Purchaser by:

(Signature)

(Name)

(Designation)(Address) (Fax No.)

In the presence of:

- 1.
- 2.

Annexure III: 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 capitalised 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 / PMJAY/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: _____

Annexure IV– Format for Change Control Notice

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Date of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorised by Purchaser		Date:
Name:		
Signature:		Date:
Received by IA		
Name:		
Signature:		
Change Control Note		CCN Number:
Part B: Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
Brief Description of Solution:		
Impact:		
Deliverables:		
Timetable:		

Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorised by the Empaneled Agency	
Name:	
Signature:	

SCHEDULES

Schedule: I Change Control Schedule

CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Agreement, Project Implementation Phase, Service Levels and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Empaneled Agency and changes to the terms of payment as stated in the Terms of Payment Schedule.

The Purchaser and Empaneled Agency recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Empaneled Agency will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and Purchaser or its nominated agencies will work with the Empaneled Agency to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and other documents.

This Change Control Schedule sets out the provisions which will apply to changes to the Agreement.

CHANGE MANAGEMENT PROCESS

a. CHANGE CONTROL NOTE ("CCN")

- i. Change requests in respect of the Agreement , the Project Implementation, the operation, the Service

Levels or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will share Part A of the Change control Note as attached as Annexure I hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.

ii. The Empaneled Agency and the Purchaser or its nominated agencies, during the term of the Agreement shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFE.

iii. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the Empaneled Agency and accepted by the Purchaser or its nominated agencies or as decided and approved by Purchaser or its Nominated Agencies.

b. Quotation

i. The Empaneled Agency shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the Empaneled Agency shall provide as a minimum:

1. a description of the change
2. a list of deliverables required for implementing the change;
3. a time table for implementation;
4. an estimate of any proposed change
5. any relevant acceptance criteria
6. an assessment of the value of the proposed change;
7. material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work

ii. Prior to submission of the completed CCN to the Purchaser, or its nominated agencies, the Empaneled Agency will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Empaneled Agency shall consider the materiality of the proposed change in the context of the Agreement and the Project affected by the change and the total effect that may arise from implementation of the change.

c. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Empaneled Agency meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the Empaneled Agency is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Empaneled Agency.

d. Obligations

The Empaneled Agency shall be obliged to implement any proposed changes once approval in accordance

with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. Empaneled Agency will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any services should not exceed the price quoted in the bidders proposal.

Schedule: II Audit, Access and Reporting

AUDIT, ACCESS AND REPORTING

1 PURPOSE

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

2 AUDIT NOTICE AND TIMING

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

2.2 The Purchaser 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 Empaneled Agency, a security violation, or breach of confidentiality obligations by the Empaneled Agency, provided that the requirement for such an audit is notified in writing to the Empaneled 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 Empaneled 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 Purchaser or its nominated agency shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Empaneled Agency. Any such audit shall be conducted by with adequate notice of 2 weeks to the Empaneled Agency.

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

3 ACCESS

The Empaneled Agency shall provide to the Purchaser 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 Empaneled Agency shall make every reasonable effort to co-operate with them.

4 AUDIT RIGHTS

4.1 The Purchaser 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 Purchaser and documentation related thereto;

(ii) That the actual level of performance of the services is the same as specified in the Service Levels;

(iii) That the Empaneled Agency has complied with the relevant technical standards, and has adequate internal controls in place; and

(iv) The compliance of the Empaneled 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 Empaneled Agency.

(vi) For the avoidance of doubt the audit rights under this Schedule shall not include access to the Empaneled Agency's profit margins or overheads, any confidential information relating to the Empaneled Agency' 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 Empaneled Agency shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with supplier who supply labour, services in respect of the services. The Empaneled Agency shall inform the Purchaser 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 Empaneled 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 Purchaser or its nominated agency.

6 ACTION AND REVIEW

6.1 Any change or amendment to the systems and procedures of the Empaneled 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 Purchaser or its nominated agency and the Empaneled 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

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

8 RECORDS AND INFORMATION

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

Schedule III Exit Management:

The last two months of the agreement or the extended agreement will be considered as the Exit Management period. It is the prime responsibility of Empaneled Agency to ensure continuity of services during the agreement period including exit management period and in no way any service shall be affected/degraded-

During the Exit Management period, the Empaneled Agency 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. Provide Support to NHA in migration of the applications, data, content and any other assets to the new environment created by NHA or any Agency (on behalf of NHA)
3. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with NHA.
4. Empaneled Agency needs to ensure that all the documentation required by NHA for smooth transition including configuration documents are up to date and all such documentation is handed over to NHA during regular intervals as well as during the exit management process.
5. Empaneled Agency shall not delete any data till the end of the agreement without the express approval of NHA.
6. 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.
7. There shall not be any additional cost associated with the Exit / Transition-out process.
