



National Health Authority

Government of India

Request for Empanelment (RFE)

Of Agencies for putting up Wall Paintings/Digital Wall Painting for

National Health Authority (NHA).

RFE Ref Number: S.12014/130/2023
Date of Publishing RFE: 28 / 03/2023

This Page is kept Intentionally blank

Disclaimer

The information contained in this Request for Empanelment (RFE) Document is being provided to select limited number of Service Providers/agency on the terms and conditions set out in this Tender. This is an Empanelment Tender, being issued as open tender for prospective Wall Painting Agencies. The purpose of this Tender Document (hereinafter called RFE: Request for Empanelment) is to provide eligible interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFE. This RFE includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFE may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFE. The assumptions, assessments, statements and information contained in the RFE Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFE Document and obtain independent advice from appropriate sources.

Information provided in this RFE to the limited set of Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

The NHA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE document or arising in any way for participation in this Bid Process. The NHA also accepts no liability of any nature, whether resulting from

negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFE.

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

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

Contents

SECTION I – INVITATION FOR EMPANELMENT	9
1.1 Bid Information Sheet.....	11
1.2 Introduction.....	13
1.3 About Us.....	13
1.3.1 Ayushman Bharat PM-JAY	15
1.3.2 Ayushman Bharat Digital Mission	17
SECTION II - INSTRUCTIONS TO BIDDERS	20
2.1 Part I – General.....	20
2.1.1 Definitions	20
2.1.2 Submission of bids	21
2.1.3 General	25
2.1.4 Clarification and Amendment of Tender Document	26
2.1.5 Bid Securing Declaration Format of the bid security declaration is mentioned in Appendix B.	26
2.1.6 Tender Fees	26
2.1.7 Performance Bank Guarantee (PBG)	27
2.1.8 Submission, Receipt and Opening of Bids	28
2.1.9 Right to Accept/ Reject the Bid	28
2.1.10 Bid Opening and Evaluation	28
2.1.11 Disqualification	29
2.1.12 Award of Empanelment	29
2.1.13 Payment Terms	30
2.2 Part II – Eligibility Criteria	31
2.2.1 Nature of Bidding Entity	31
2.2.2 Prequalification documents	31
2.2.3 Commercial Evaluation Criteria	35
2.2.4 Other Information	36
2.3 Part III - Evaluation Process.....	36
2.3.1 Evaluation of Proposals	36
2.3.3 Empanelment	37
2.4.3 Allocation of Work	37
2.4 Part IV – Instructions on Bid Preparation and Documents Checklist	38
2.4.1 Submission Process	38
2.4.4 Document Checklist	40
SECTION III – SCOPE OF WORK	41

SECTION IV - SERVICE LEVELS AND PENALTIES	42
4.1 Service Levels	42
4.2 Operational SLA Parameters.....	43
4.3 Penalties	43
4.4 Security of Data.....	43
Section V - Annexures and Appendices	45
5.1 Annexures	45
Annexure I - Covering Letter	47
Annexure II - Commercial Bid Format	49
Annexure III – Declaration by Bidder for not being black-listed.....	51
Annexure IV - No Deviation certificate	52
Annexure V - Integrity Pact.....	53
Annexure VI- Draft Empanelment Agreement.....	59
Annexure VII – PQ Work Experience of Agency.....	79
Annexure VIII – Location specifications	80
Annexure IX – Job Completion Report.....	81
Annexure X – Technical Specification for digital wall painting.....	82
Material	82
Non-tearable, water proof, UV Proof	82
Basic Weight.....	82
35 GSM (error margin +/- 8 GSM)	82
Fixing	82
Adhesive or gumming	82
Fixing Technology.....	82
Water based solution to melt in any kind of even or uneven surface	82
Total Calliper of Media	82
upto 44 microns.....	82
Annexure XI – Tentative number of locations	83
5.2 Appendices	84
Appendix A - Form of Performance Bank Guarantee Bond	84
Appendix B - Form of bid securing declaration.....	87
Appendix C - Non-Disclosure Agreement.....	88
Appendix D- Individual Confidentiality Undertaking	98

SECTION I – INVITATION FOR EMPANELMENT

1. National Health Authority (NHA) invites proposals from firms/agencies for Empanelment for putting up wall paintings across India
2. Bidders are advised to study the tender document carefully.
3. Bidder shall not tamper/modify the tender form template in any manner. In case if the same is found to be tampered/ modified in any manner, tender shall be rejected subject to such actions as stated in the RFE and as per Bid Securing Declaration and bidder may be blacklisted at discretion of NHA.
4. Not more than one bid shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Intending bidders are advised to visit NHA's website: <http://pmjay.gov.in> and CPPP (central public procurement portal) regularly especially prior to bid due date for submission of tender for any corrigendum/ addendum/ amendment and other bid related updates.
6. Bids will be opened as per date/time as mentioned in bid information sheet of the Tender Document.
7. NHA shall not be responsible for non-receipt/non-delivery/non submission online of the Tender Documents due to any reason whatsoever.
8. The primary evaluation will be done based on softcopy submitted on CPPP.
9. The Tender Document consists of 5 (five) Sections as mentioned below:
 - a. **Section I: Invitation to Bid**
 - b. **Section II: Instructions to Bidders & eligibility criteria**
 - c. **Section III: Scope of Work**
 - d. **Section IV: Service Levels & Penalties**
 - e. **Section V: Annexures and Appendices & draft empanelment contract**

10. The response to the Tender Document should be submitted on or before the date and time specified in the schedule for Tender Document in bid information sheet of the Tender Document.
11. NHA reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
12. This 'Invitation to Bid' is non-transferable and/or non-assignable under any circumstances.
13. Address for Communication:

Deputy Director (Administration)
National Health Authority, 3rd Floor, Tower-1 Jeevan Bharati Building,
New Delhi – 110011.

1.1 Bid Information Sheet

S. No	Reference	Description
1.	RFE Ref Number and Issuing Authority	Chief Executive Officer, National Health Authority
2.	Date of publishing of RFE	28/03/2023 1700 Hrs
3.	Purpose of RFE	The objective is to empanel agencies for putting up wall paintings across the country as per the scope of work provided in this RFE.
4.	Method of selection	Three stage process comprising of a. Pre-Qualification evaluation b. Commercial Evaluation c. Award of Empanelment
5.	Name of purchaser / Tender issuing authority	Chief Executive Officer, National Health Authority
6.	Date till which the RFE response/bid validity should be valid	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
7.	Pre-Bid Queries	Clarification must be requested on or before – 12/04/2023 1700 hrs Bidders shall share the MS Excel file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is iec.cons4@nha.gov.in
8.	Pre-Bid Meeting	Date & time of pre bid meeting on - at the online link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjNhMzdkNjgtOTk3ZS00NzY2LTgzNmMtMTRkM2EyY2I5ZDg1%40thread.v2/0?context=%7b%22Tid%22%3a%2266a61e34-0a02-4343-8acd-089a11f05469%22%2c%22Oid%22%3a%220ad29a0b-5d77-442b-bac3-503bad787741%22%7d - 13/04/2023 1100 hrs
9.	Bid submission	Bids are to be submitted online through www.eprocure.gov.in The last date for

		submission of Proposal is on or before – 25/04/2023 1700 hrs as mentioned in CPPP.
10.	Currency	The applicant to state all costs in Indian Rupees only (₹).
11.	Late Bids	Late bids i.e., bids received after the specified date and time of receipt will not be considered.
12.	Tenure of Empanelment	Selected agencies will be empanelled for a period of 2 years and extension of empanelment contract for next 1 year will be at the sole discretion of NHA/SHA.
13	Date, Time, and venue for opening of pre-qualification bids of all bidders	26/04/2023 1700 hrs
14	Date, Time of announcement of the empanelled bidder.	To be announced later

1.2 Introduction

National Health Authority (hereafter referred to as NHA), is an attached office under Ministry of Health and Family Welfare for implementation of Pradhan Mantri Jan Arogya Yojana (PM-JAY) and Ayushman Bharat Digital Mission at operational level having its Office at Jeevan Bharati Building, 3rd, 4th, 7th, and 9th floor, Tower-1, Jeevan Bharati Building, New Delhi-110001 invites responses (“Proposals”/ “Bids”) through this Tender Document.

1.3 About Us

National Health Authority (NHA) is the apex body responsible for implementing India’s flagship public health insurance/assurance scheme called “Ayushman Bharat Pradhan Mantri Jan Arogya Yojana” & has been entrusted with the role of designing strategy, building technological infrastructure and implementation of “Ayushman Bharat Digital Mission” to create a National Digital Health Eco-system.

National Health Authority is the successor of the National Health Agency, which was functioning as a registered society since 23rd May 2018. Pursuant to Cabinet decision for full functional autonomy, National Health Agency was reconstituted as the National Health Authority on 2nd January 2019, under Gazette Notification Registered No. DL –(N) 04/0007/2003-18.

NHA has been set-up to implement PM-JAY, as it is popularly known, 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. It is headed by a Chief Executive Officer (CEO), an officer of the rank of Secretary to the Government of India, who manages its affairs. The CEO is the Ex-Office Member Secretary of the Governing Board.

To implement the scheme at the State level, State Health Agencies (SHAs) in the form of a society/trust have been set up by respective States. SHAs have full operational autonomy over the implementation of the scheme in the State including extending the coverage to non SECC beneficiaries.

NHA is leading the implementation for Ayushman Bharat Digital Mission ABDM in coordination with different ministries/departments of the Government of India, State Governments, and private sector/civil society organizations.

1.3.1 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 to meet Sustainable Development Goals (SDGs) and its underlining commitment, which is to "leave no one behind."

Ayushman Bharat Pradhan Mantri Jan Arogya Yojana or AB PM-JAY was launched on 23rd September 2018 in Ranchi, Jharkhand by the Hon'ble Prime Minister of India, Shri Narendra Modi.

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

Key Features of PM-JAY

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

- It covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as diagnostics and medicines.
- There is no restriction on the family size, age, or gender.
- All pre-existing conditions are covered from day one.
- Benefits of the scheme are portable across the country i.e.; a beneficiary can visit any empanelled public or private hospital in India to avail cashless treatment.
- Services include approximately 1,393 procedures covering all the costs related to treatment, including but not limited to drugs, supplies, diagnostic services, physician's fees, room charges, surgeon charges, OT and ICU charges etc.
- Public hospitals are reimbursed for the healthcare services at par with the private hospitals.

Benefit Cover Under PM-JAY

Benefit cover under various Government-funded health insurance schemes in India have always been structured on an upper ceiling limit ranging from an annual cover of INR 30,000 to INR 3,00,000 per family across various States which created a fragmented system. PM-JAY provides cashless cover of up to INR 5,00,000 to each eligible family per annum for listed secondary and tertiary care conditions. The cover under the scheme includes all expenses incurred on the following components of the treatment.

- Medical examination, treatment, and consultation
- Pre-hospitalization
- Medicine and medical consumables
- Non-intensive and intensive care services
- Diagnostic and laboratory investigations
- Medical implantation services (where necessary)
- Accommodation benefits
- Food services
- Complications arising during treatment
- Post-hospitalization follow-up care up to 15 days

The benefits of INR 5,00,000 are on a family floater basis which means that it can be used by one or all members of the family. The RSBY had a family cap of five members. However, based on learnings from those schemes, PM-JAY has been designed in such a way that there is no cap on family size or age of members. In addition, pre-existing diseases are covered from the very first day. This means that any eligible person suffering from any medical condition before being covered by PM-JAY will now be able to get treatment for all those medical conditions as well under this scheme right from the day they are enrolled.

1.3.2 Ayushman Bharat Digital Mission

The Ayushman Bharat Digital Mission (ABDM) aims to develop the backbone necessary to support the integrated digital health infrastructure of the country. It will bridge the existing gap amongst different stakeholders of healthcare ecosystem through digital highways.

To strengthen the accessibility and equity of health services, including continuum of care with citizen as the owner of data, in a holistic healthcare programme approach leveraging IT & associated technologies and support the existing health systems in a 'citizen-centric' approach, the ABDM envisages the following specific objectives:

- To establish state-of-the-art digital health systems, to manage the core digital health data, and the infrastructure required for its seamless exchange.
- To establish registries at appropriate level to create single source of truth in respect of clinical establishments, healthcare professionals, health workers, drugs and pharmacies.
- To enforce adoption of open standards by all national digital health stakeholders.
- To create a system of personal health records, based on international standards, easily accessible to individuals and healthcare professionals and services providers, based on individual's informed consent.
- To promote development of enterprise-class health application systems with a special focus on achieving the Sustainable Development Goals for health.
- To adopt the best principles of cooperative federalism while working with the States and Union Territories for the realization of the vision.
- To ensure that the healthcare institutions and professionals in the private sector participate actively with public health authorities in the building of the ABDM, through a combination of prescription and promotion.

- To ensure national portability in the provision of health services.
- To promote the use of clinical decision support (CDS) systems by health professionals and practitioners.
- To promote a better management of the health sector leveraging health data analytics and medical research.
- To provide for enhancing the efficiency and effectiveness of governance at all levels.
- To support effective steps being taken for ensuring quality of healthcare; and
- To strengthen existing health information systems, by ensuring their conformity with the defined standards and integration with the proposed ABDM.

The current strong public digital infrastructure—including that related to Aadhaar, Unified Payments Interface and wide reach of the Internet and mobile phones (JAM trinity) —provides a strong platform for establishing the building blocks of ABDM. The existing ability to digitally identify people, doctors, and health facilities, facilitate electronic signatures, ensure non-repudiable contracts, make paperless payments, securely store digital records, and contact people provide opportunities to streamline healthcare information through digital management.

Ayushman Bharat—Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) has successfully used the available public digital infrastructure to provide end-to-end services through an information technology (IT) platform from identification of beneficiaries to their admission and treatment in hospitals to their discharge and paperless payment to hospitals. The experience of AB-PMJAY can be leveraged to expand the reach of digital health to all residents and develop an open and inter-operable health management system that empowers residents, healthcare providers, the Government, and researchers.

Emerging technologies such as artificial intelligence, the internet of things (IoT), Blockchain and cloud computing provide additional opportunities for facilitating a more holistic digital health ecosystem, that can increase the equitable access to health services, improve health outcomes and reduce costs.

The implementation of ABDM is expected to significantly improve the efficiency, effectiveness, and transparency of health service delivery overall. Patients will be able to securely store and access their medical records (such as prescriptions, diagnostic reports, and discharge summaries), and share them with health care providers to ensure appropriate

treatment and follow-up. They will also have access to more accurate information on health facilities and service providers. Further, they will have the option to access health services remotely through tele-consultation and e-pharmacy. ABDM will empower individuals with accurate information to enable informed decision making and increase accountability of healthcare providers.

ABDM will provide choice to individuals to access both public and private health services, facilitate compliance with laid down guidelines and protocols, and ensure transparency in pricing of services and accountability for the health services being rendered.

Similarly, health care professionals across disciplines will have better access to patient's medical history (with the necessary informed consent) for prescribing more appropriate and effective health interventions. The integrated ecosystem will also enable better continuum of care. ABDM will help digitize the claims process and enable faster reimbursement. This will enhance the overall ease of providing services amongst the health care providers.

At the same time, policy makers and programme managers will have better access to data, enabling more informed decision making by the Government. Better quality of macro and micro-level data will enable advanced analytics, usage of health-biomarkers and better preventive healthcare. It will also enable geography and demography-based monitoring and appropriate decision making to inform design and strengthen implementation of health programmes and policies.

Finally, researchers will greatly benefit from the availability of such aggregated information as they will be able to study and evaluate the effectiveness of various programmes and interventions. ABDM would facilitate a comprehensive feedback loop between researchers, policymakers, and providers.

SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Part I – General

2.1.1 Definitions

- a. “Bid” means the bidders response to pre-qualification and technical requirements as stated in this Tender Document.
- b. “Bidder” means any entity that may provide or provides the Services to NHA/ SHAs under the Contract.
- c. Selected Bidder/Successful bidder means the Bidder/entity selected for empanelment in reference to this Tender Document.
- d. “Instructions to Bidders” (Section II of the Tender Document) means the document which provides interested Bidders with information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider. Bidders are encouraged to contact NHA, conduct necessary fact finding for any further details, by themselves at their end.
- e. The term ‘Tender Document’, ‘Tender’, ‘RFE’ are used interchangeably and has same meaning in the document “Service Providers” means the Bidder/s that has been selected by NHA for execution of the services as listed in this Tender Document.
- f. “Scope of Work” (SoW) explains the objectives, scope of work, activities, tasks to be performed and the respective responsibilities of the Purchaser and the Service Provider.
- g. Service Levels (SLA)/ Service Level Parameter, a complete elaboration is available in Section IV of the Tender Document.
- h. “Standard Contract” means the Annexure of the Tender Document which provides the standard contract agreement to be signed between the Purchaser and the selected Bidder.
- i. "Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include

information which is or becomes public knowledge other than by a breach of this Contract.

- j. "Sub-Contractor" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder only after mandatory written consent of NHA.
- k. "Non-responsive" means failure to furnish complete information in each format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of bid securing declaration as applicable.
- l. "Non-compliance" means failure/refusal to comply the terms and conditions of this Tender.
- m. "Applicable Laws" will mean the 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 of, or determination by, directives and orders of any Governmental authority, tribunal, board, court or other quasi- judicial authority. As may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to this RFE.
- n. The term 'days' may be referred as calendar days.

2.1.2 Submission of bids

- a. Bid securing declaration & signed integrity pact (along with power of attorney if required) shall be submitted in physical on the following address on or before the bid submission date mentioned in section 1.1 bid information sheet.

**Deputy Director (Administration),
National Health Authority, 3rd floor, Tower- 1, Jeevan Bharati Building,
Connaught place, New Delhi-110011.**

- b. Scanned copy of all the documents, including scanned copy of bid securing Declaration shall be submitted online at central public procurement portal www.eprocure.gov.in.
- c. Instructions for Online Bid Submission is mentioned below:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents.

These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the Bid Security declaration as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. Otherwise, the uploaded bid will be rejected.
- 4) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e., after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message

& a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

2.1.3 General

- a. All the provisions listed in the Tender Document issued by NHA shall be binding upon the participating bidders.
- b. NHA will select Bidder, in accordance with the method of selection as detailed in Part-III of Section-II “Evaluation Process”.
- c. The detailed scope of the assignment/job has been described in the Scope of Work in Section III of tender document.
- d. The date, time, and address for submission of the bid have been given in bid information sheet of tender document.
- e. Interested Bidders are invited to submit the documents strictly as per Part IV of Section II – “Instructions on Bid Preparation and document checklist”.
- f. 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 NHA action.

2.1.3.1 Consortium

1. Bidding as a consortium is not allowed for implementation of any component under the scope of this RFE. Bids received from consortiums will be rejected.

2.1.3.2 Tenure of Contract

1. The tenure of the Contract is as specified in 'Bid Information Sheet' at clause 1.1 of Section-I.
2. Extension of the contract: The contract may be extended as specified in 'Bid Information Sheet' clause 1.1 of Section-I.
3. Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, NHA reserves the right to terminate the contract without prejudice or liability after giving notice as stipulated in draft contract.

2.1.4 Clarification and Amendment of Tender Document

1. Bidders may request a clarification in the Tender Document as per the dates mentioned in CPPP. Any request for clarification must be sent to procurement.division@nha.gov.in as per prescribed format in RFE.
2. Clarifications response to the query mails shall be listed on the website.
3. At any time, before the submission of Bids, NHA may amend the Tender Document by issuing an addendum/corrigendum in publishing on NHA website. The addendum/corrigendum issued shall be binding on all Bidders.

2.1.5 Bid Securing Declaration

Format of the bid security declaration is mentioned in **Appendix B.**

2.1.6 Tender Fees

No tender fees are charged/ will be charged for obtaining the Tender Document. Tender Document is available at free of cost on CPPP.

2.1.7 Performance Bank Guarantee (PBG)

1. The successful Bidder shall at its own expense submit to NHA/SHA, within fifteen (15) working days from the date of issuance of respective Work Order, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled/ commercial bank in India, in the format prescribed in Appendix A, payable on demand, for the due performance and fulfilment of the contract by the Selected bidder.
2. During the contract period the PBG will be applicable on the number of work-orders issued which will be 3% of the value of work orders. It must be submitted as per the timelines, rules and regulations mentioned in the RFE.
3. The performance bank guarantee must be valid for a period of 15 months from the date of commissioning of the respective wall painting by the agency.
4. In the event of the Bidder being unable to service the terms and conditions for whatever reason(s), NHA/SHA shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NHA under the contract in the matter, the proceeds of the PBG shall be payable to NHA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.
5. PBG shall be invoked by NHA in the event the Bidder:
 - a. Fails to meet the overall penalty condition as mentioned in this tender and subsequent contract or fails to make any changes agreed between the parties.
 - b. Fails to perform the responsibilities and obligations as set out in this RFE and contract to the complete satisfaction of NHA/SHAs.
 - c. Misrepresentations of facts/information submitted to NHA/SHAs. .
6. NHA shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default. NHA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion,

misrepresentation, misconstruction, or misstatement. The performance bank guarantee may be discharged / returned by NHA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

7. Non-compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award and such actions as stated in RFE and bid securing declaration, in which event; NHA may invite fresh bids.

2.1.8 Submission, Receipt and Opening of Bids

1. An authorized representative of the Bidder shall initial/sign all pages of the bid before submission. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the Technical Bid. The Bidder is required to submit the copy of power of attorney or board resolution along with the prequalification bid documents or technical Bid documents, demonstrating that the representative has been duly authorized to sign.
2. For instructions on bid preparation and checklist of documents required for bid submission please refer Part-IV of Section-II.
3. Any bid received by the Purchaser after the deadline for submission shall not be considered.

2.1.9 Right to Accept/ Reject the Bid

NHA reserves the right to accept or reject any Bid and to annul the RFE process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) on the grounds for such decision. The purchaser reserves the right to reject incomplete or incorrect bids.

2.1.10 Bid Opening and Evaluation

1. Bids shall be opened on the date & time specified in the Bid Information Sheet, clause 1.1 of Section – I.
2. Bids shall be opened on CPPP in the following order-

- a. Pre-Qualification bid documents
- b. Commercial bid documents
3. NHA may constitute a committee for evaluation of bids.
4. Award of Empanelment to the qualified bidder will be done as per the process defined in Part-III of section-II.

2.1.11 Disqualification

Purchaser has the sole discretion to disqualify any applicant and at any time during the evaluation of application, if the applicant:

1. Submitted the application after the Bid submission deadline.
2. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements.
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
4. Submitted an application that is not accompanied by required documentation and/or is nonresponsive and/or non-complaint.
5. Failed to provide clarifications related thereto, when sought.
6. Submitted more than one application either as a Single Agency/ Prime Agency/ Sub-Contractor.

2.1.12 Award of Empanelment

1. The Purchaser shall issue a 'Letter of Intent' to the selected Bidder.
2. The selected bidders will sign the contract within 15 days of issuance of the Letter of Intent.
3. The Purchaser shall issue a work order as and when required after the signing of the contract. The selected Agency shall be required to submit a PBG as stipulated in sub-section 2.1.7 above within 15 days of issue of the respective Work Order.

4. The Service Provider is expected to commence working on commissioning wall painting from the date of issuance of work order and deliver the same within the timelines specified in work order.

2.1.13 Payment Terms

1. No payment shall be paid unless an empaneled agency 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/SHAs. However, the following is clarified in respect of payments to any agency for work/assignments-
 - a) GST shall be paid (as per applicable rate at the time of invoicing) to the agency by NHA/SHAs on their invoices however all other taxes, cesses, levies, duties, and any other incidental direct/indirect costs shall be borne by the agency.
 - b) NHA/SHAs shall make payments after withholding tax deductible at source as appropriate as per the applicable taxation laws.
 - c) Advance payments will not be made.
 - d) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
 - e) Payments shall be subject to meeting the terms and condition as shall be specified by NHA/SHAs in subsequent Terms of Reference (ToR)/Work Order (WO) and this RFE. 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.
 - f) Payment of the deliverable/work order will be made post submission of the deliverable with the satisfaction of the SHAs/NHA.
 - g) It is to be noted that actual payment of the invoices shall be made by the NHA/SHA of respective State. NHA shall have no role in invoicing or payments.
 - h) The invoices submitted by the bidder shall be accompanied by acceptance from the District Implementation Unit/ State Nodal Officer and the GPS tagged photograph of the painting. These shall be validated by the Chief Medical Officer (CMO) prior to submission of invoice by the Agency. However, SHA

may devise any other acceptance mechanism, to be specified in the respective ToR/WO.

- i) The agency shall submit the invoice related to all the work done at the end of the month.
- j) The NHA/SHA shall endeavour to release the Payment upon receipt of the invoice along with all the supporting documents and deliverable, within 30 Days of receipt of the invoice. However, SHA/hospital may define their own payment terms in the ToR or the Work Order.

2.2 Part II – Eligibility Criteria

2.2.1 Nature of Bidding Entity

1. The RFE can be responded to only by registered business entities with at least three years in business and having registered/head office/branch office in India.
2. The business entity must be incorporated under any of the following acts – The Companies Act 1956, Companies Act 2013, Partnership Act, 1932 or Sole Proprietorship Firm or LLP (Limited Liability Partnership Act 1956).
3. Bidder shall not be blacklisted by any state government, central government departments, PSUs, local bodies or municipalities or any other government entity.
4. A Bidder, by bid due date shall not have:
 - a. Failed to perform any contract with a Central/State government-owned or government-controlled entity; or been expelled from any Government Contract by any Central/State Government-owned or government-controlled entity; or had any Government Contract terminated by any Central/State government owned or government-controlled entity for breach by such Bidder.
 - b. Been blacklisted by any Central/State government-owned or government-controlled entity.
 - c. Undergoing arbitration or legal dispute against itself regarding any previous contract.

2.2.2 Prequalification documents

Evaluation of Pre-qualification criteria will be as per the information/response provided by the bidders against Pre-qualification criteria along with the relevant supporting documents.

2.2.2.1 Prequalification Criteria

TABLE I	
Name of the Bidder	
Mailing Address	
Telephone & Fax Number	
Email Address	
Name and designation of the person authorized to make commitments to NHA	(Certificate of Authority to be provided on letterhead of bidding entity)
Year of establishment of firm	

S No.	Prequalification	Criteria	Supporting Documents	Compliance (Yes/No)
1.	PQ1	Company should be registered in India under the Companies Act 1956/ Companies Act, 2013, LLP Act 2008, Registered Partnership Firm or Proprietorship firm Must have been in operation for a minimum of 3 years as on the date of the submission of this RFE.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration/ Registered Partnership deed issued by concerned authority. AND • Copy of Board Resolution & MOA 	
2.	PQ2	The Bidder's Average annual turnover from outdoor printing and branding services should be at least Rs 50 Lakh per year for last 3 (three) financial years viz., 2019-2020 2020-2021 & 2021-22.	<p>Certified copies of audited financial statements & annual report for the immediately preceding three financial years i.e., viz, 2019-2020 2020-2021 & 2021-22.</p> <p>Or Certificate by the statutory auditor of the agency.</p>	

3.	PQ 3	The Bidder must have positive net worth in each of the last three financial years 2019-2020 2020-2021 & 2021-22,	Evidenced by the audited accounts of the company or certificate by the statutory auditor of the agency.	
4.	PQ 4	The bidder should not be blacklisted or debarred or banned from participating or carrying out business with NHA or by any state government, central government departments, PSUs, local bodies or municipalities or any other government entity at the time of the submission of the bid. An undertaking from the bidder, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Certificate from the authorised signatory of the bidder entity as mentioned in Annexure III	
5.	PQ 5	The bidder needs to have a GST registration certificate.	Copy of valid GST Certificate along with copy of the PAN Card.	
6	PQ6	An agency should have executed at least fifty thousand (50000) sq.ft area of branding work, in last one year, to be eligible	Copy of Work Order(s) and Completion Certificates from the client; OR Copy of Work Order(s) and Self Certificate of Completion certified by the Authorised Signatory. Fill details as per Annexure VII	

Note 1: The bidder can participate in maximum 10 states under this RFE by quoting its price against the states it chooses to participate in. Empanelment shall however be subject to the bidders matching the prices of L1 bidders in the respective state.

Note 2: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be **signed by the authorized signatory** of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

*Pre-Qualification bids missing any of required documents shall be termed as non-responsive. This may also lead to rejection of bid.

Relaxation in criteria for MSEs & Start-ups. The condition of prior Minimum Experience in the similar business would be 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.

Start-up means an entity, incorporated, or registered in India (as defined by DIPP):

- a) Not prior to Ten years,
- b) With annual turnover not exceeding INR 100 crore in any preceding financial year, and
- c) Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation a. Provided that such an entity is not formed by splitting up, or reconstruction, of a business already in existence.
- d) Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 100 crore, or it has completed 10 years from the date of incorporation/ registration.
- e) Provided further that a Start-up shall be eligible for benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

Definition of Micro, Small and Medium Enterprises

- a) A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees.
- b) A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees.
- c) A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

In case of the above enterprises, investment in plant and machinery is the original cost excluding land and building and the items specified by the Ministry of Small-Scale Industries vide its notification No.S.O. 1722(E) dated October 5, 2006.

2.2.3 Commercial Evaluation Criteria

1. The Commercial Bids of only the bidders qualifying the Pre-Qualification criteria will be opened by the EC (Evaluation Committee – constituted by NHA) in the presence of the bidder's representatives.
2. The commercial evaluation will be based on the least cost of the respective type (physical or digital) in each state provided in the commercial proposal.
3. The bidder qualifying against the Pre-Qualification criteria and submitting the least cost against the respective state as required in the commercial bid format shall be declared L1.
4. However, NHA shall have the right to empanel any no. of agencies within the state, given that the bidders qualifying the Pre-Qualification criteria agree to match the price of the L1 bidder.
5. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
6. Any conditional bid would be rejected.

7. 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).

8. The bid price will include all taxes and levies, except GST and shall be in Indian Rupees. GST shall be paid as per the actual rate prevailing at the time of invoicing.

9. 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.

10. If there is a discrepancy between words and figures, the amount in words will prevail.

2.2.4 Other Information

1. The agencies may be required to interact with other line Departments of Central/State government/ SHAs as and when required.
2. The client servicing team of the agency must be available to NHA/SHAs office, as and when required.

2.3 Part III - Evaluation Process

In order to empanel agencies, the NHA will constitute an Evaluation Committee to evaluate the proposals submitted for detailed scrutiny. During evaluation of proposals, NHA, may, at its discretion, ask the bidders for clarification on their applications. The process for empanelment is as given below.

2.3.1 Evaluation of Proposals

The evaluation of the proposals will be conducted as following.

1. **Prequalification evaluation:** Each proposal will be scrutinized by a RFE Committee of NHA to determine whether the documents have been properly signed by authorized representative of the bidder, all relevant papers submitted, and the proposal is in order. Proposals not conforming to criteria as mentioned in Section 2.2. will be prima facie rejected. The evaluation committee can seek additional information from the applicants, if needed. The response to the RFE not conforming to requirements, financial turnover, office location and past work record will be rejected.

2. **Commercial Evaluation:** The commercial evaluation will be done on the basis of criteria mentioned in Section-II Part II
 - a. The commercial bid will be evaluated based on the proposal submitted by the bidder.
 - b. The commercial evaluation will be done on the basis of the criteria mentioned at Section II, clause 2.2.3. Bidder quoting the lowest price (L1 bidder) for each State/UT and all other bidders meeting the price of L1 bidder in the respective state will be eligible for empanelment in respective State/UT.
 - c. Misrepresentation/falsification of details submitted shall render the bidder disqualified.

2.3.3 Empanelment

1. Purchaser will empanel agencies for states as mentioned in Annexure 2 subject to the commercial evaluation criteria.
2. Purchaser will issue the Letter of Intent (LoI) after concluding the due process as per RFE.
3. Bidder will submit the acceptance to LoI and complete the formalities as per RFE.
4. Agencies shortlisted for empanelment will be required to submit a signed copy of the RFE as an acceptance of the terms and conditions laid down by NHA. After signing of the RFE document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.
5. Bidder will sign the empanelment agreement with NHA and submit the performance bank guarantee or empanelment deposit as applicable.
6. Within 15 days of receipt of the LoI from NHA/SHA, the Agencies shall sign the empanelment contract and the empanelment shall be effective from the date of the empanelment contract with NHA.
7. The empanelment shall be for a duration of two years from the start/effective date of empanelment contract and further extendable by NHA/SHA for 1 years at its discretion, on same terms and conditions.

2.4.3 Allocation of Work

1. The empanelment shall be initially for two years from the date of accepting the terms and conditions by the empanelled agencies. NHA reserves the right to extend the same on yearly basis based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. NHA shall be free to curtail

the empanelment at any time during the period of empanelment, without assigning any reason.

2. In case, when the time period is too short to get the job done from the empanelled agencies or any other agency, the job may be entrusted to any agency which NHA deems fit to meet the deadline.
3. The selected agency shall not assign the project to any other agency to perform its obligation under the agreement.
4. NHA/SHAs may at its own discretion may allocate work to more than one agency at a time depending on the quantum, nature and criticality of work.
5. NHA/SHA shall be free to take the services of vendors other than the ones empanelled under this RFE. Mere empanelment under this RFE does not guarantee any work allocation.
6. In case, NHA/SHAs does not find an agency's work up to its satisfaction, NHA/SHAs may ask the agency to make changes till satisfaction. Even after providing reasonable opportunity, if agency fails to perform, then NHA/SHAs reserves its right to get it done from any other agency/agencies for which the agency will have no obligation and not raise any dispute in this context, at any point of time.
7. NHA/SHAs will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc.
8. Detailed SOW will be shared to all empanelled vendors by the respective SHAs.
9. The DIU / SHA may engage the empanelled Agencies for putting up wall painting / digital wall painting at the prices discovered under this RFE by entering into a contract directly with any of the empanelled agencies.
10. The DIU/SHA may also issue Work Orders to the empanelled vendors based on the terms and conditions mentioned under this RFE or by issuing a separate Terms of Reference (ToR), however, the price discovered under this RFE shall be applicable.

2.4 Part IV – Instructions on Bid Preparation and Documents Checklist

2.4.1 Submission Process

1. The bid shall be submitted on CPPP (Central Public Procurement Portal) in two covers viz. and bidder must follow the procedure as detailed in Part-I (General) of Section II.
2. The bid shall only be submitted on CPPP (Central Public Procurement Portal) in online mode in two covers as listed below –

a. Cover 1A – Fee (bid securing declaration, Integrity Pact along with power of attorney/ Board resolution)

Original instrument of BID Securing Declaration needs to be submitted physically at NHA office at below address (on or before the last date and time of bid submission) and a scan copy of submitted bid securing declaration, Integrity Pact along with power of attorney/ Board resolution must be uploaded by the bidder on CPPP

Deputy Director (Administration)

National Health Authority

Jeevan Bharati Building, Tower-1, 3rd Floor, Connaught Place, New Delhi- 110011.

b. Cover 1B- Prequalification Documents Proposal shall include checklist with Y/N as mentioned in Section 2.2.2. Supporting Documents as per checklist

c. Cover 2– Commercial Submission – Proposal shall include checklist with Y/N as mentioned in Section 2.2.3. Supporting Documents as per checklist

3. All the pages of bid being submitted must be signed by the authorized signatory. All pages must be sequentially numbered, irrespective of nature of content and must contain the list of contents with page numbers before uploading.
4. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.
5. Original Instruments for bid securing declaration (as per Format in Appendix B)/ must be submitted on or before the last date and time of submission of Bids to the address, date and time as mentioned in the Bid Information Sheet (clause 1.1 of Section-I of Tender Document).
6. Bidder shall also submit integrity pact as per Annexure V.

2.4.4 Document Checklist

S. No.	Category	Detailed description	Compliance (Yes/No) Page No
1	Cover 1A	<ul style="list-style-type: none"> a. Cover Letter on the letterhead of the bidder b. Bid securing declaration as per RFE c. Integrity Pact as per RFE d. Board resolution or Power of Attorney specifying authorized signatory (not required for sole proprietorship companies provided same person is authorized signatory) 	
2.	Cover 1B Prequalification Documents	<ul style="list-style-type: none"> a. Documents as required in PQ criteria stipulated in sub section 2.2.2 b. No Deviation Certificate and other declarations as per annexures. c. Signed copy of the entire RFE document and its corrigenda/addenda, if any. 	
3	Cover 2 Commercial Bid	As per section 2.2.3 of RFE and Annexure 2	

SECTION III – SCOPE OF WORK

Description of Services shall be required to perform the following tasks/activities:

1. The vendor will put up Wall paintings/Digital Wall paintings in any State/UT of India in the Capitals/Cities & Major towns/District Headquarters/ Tehsils & Blocks (outside District Headquarter limits) or villages as per the requirements and instructions of NHA / SHA / DIU.
2. The size of the Wall Paintings/Digital Wall paintings will generally be 20 sqft to 200 sqft as per the availability of wall. However, the payments shall be subject to the size of the actual painting.
3. The wall painting will be a mix of picture and text, to be made by water proof paint in CMYK (Cyan, magenta, yellow and black)/ RGB (red, green, blue).
4. For technical specifications of Digital Wall Painting, refer to Annexure X.
5. The agency will be required to suggest prominent locations for proper visibility of the campaigns.
6. The vendor is responsible for location recce in the assigned geographical region and submit the recce report for approval to the competent authority within 15 days of the issue of the work order. They will submit a report with the attributes as stated in Annexure VIII
7. However, NHA/SHA/DIU may specify the size and location of the Wall Paintings/Digital Wall paintings for its campaigns as per their requirement.
8. The bidder to ensure that all required permissions from various private/public representatives are obtained in writing prior to start of the work. The purchaser shall not be liable to pay for any costs associated with such permissions.
9. The bidder to indemnify the purchaser from any obligations arising out of any claims from any third party.
10. The bidder to secure these approvals within the 30 day timeline stipulated in Scope of Work. However, SHA/DIU may relax timelines on a case to case basis.
11. No additional amount will be paid for location charges & rent charge for Govt. or Private owned walls..
12. Any precondition from the owner of the wall like repainting of the wall after the given period will be executed by the agency at no additional cost.
13. The vendor will be responsible for the final design approval from NHA / SHA / DIU before putting up the wall painting / digital wall painting at the designated locations.
14. The vendor will be responsible for any repaints & maintenance arising out of quality issues in the wall painting / digital wall painting for a period of 12 months from the date of commissioning of the respective wall painting.
15. The Agency shall be responsible for commissioning of the wall painting within 30 days of approval of the Recce report.
16. The quality of the wall painting will be verified by respective SHA / DIU / Nodal person.
17. The agency will submit invoice with report including
 - a. Final image of the completed work
 - b. Work satisfactory note (annexure IX)

SECTION IV - SERVICE LEVELS AND PENALTIES

4.1 Service Levels

1. The purpose of this Service Levels is to clearly define the levels of service which shall be provided by the Service Provider to the Purchaser for the duration of the Contract.
2. The benefits of this SLA are to:
 - a. Trigger a process that draws the Purchaser and Service Provider management's attention to certain aspect of performance when that aspect drops below an agreed upon threshold or target.
 - b. Makes explicit the expectations that Purchaser has for performance from the selected Service Provider.
 - c. Helps Purchaser control the levels and performance of Service Provider's services.
3. The Purchaser may initiate an interim review to check the performance and the obligations of the Service Provider and, in case desired, review and revise the SLA. The Purchaser reserves the right to revisit the SLAs at a later date based on the learning from past experience and ensure stabilization of operations. The Purchaser also reserves the right to waive or relax part or whole of SLA applicable for the duration or to the specific Service Provider.
4. The Purchaser or its designated officials shall have the right to conduct quality and process audit of the Service Provider, at any point of time, in respect of SLA or any other parameters at any time without prior notice.
5. The Service Provider shall submit reports on the SLA and key parameter defined in this Section to the Purchaser in accordance with the specified formats and reporting periods. The Purchaser may ask the Service Provider to provide clarifications on these reports as well as the measurement tools and processes utilized by the Service Provider for reporting. The Purchaser should have full access to check the status/report at any time. The Service Provider shall extend full cooperation for conducting such audits.

4.2 Operational SLA Parameters

1. Output timelines - The Service Provider is expected to commence working on wall painting from the date of issuance of work order and deliver the same within the timelines specified in work order.
2. Penalty for variation from benchmark mentioned above, will be imposed if the SP (service provider) fails to meet the minimum required output and fails to meet NHA allocated volume within the stipulated timelines as specified in the work order. The penalty table based on delay in completion:

S.N.	Penalty Parameter	Penalty
1	Delay in completion of work as per stipulated timeline given in Work Order	
	Delay of 2-10 days	2.5% of Work Order cost
	Delay of 11-20 days	5% of Work Order cost
	Delay of 21-30 days	10% of Work Order cost
2	Delay Beyond 30 days	If SP delays the work beyond 30 days, Service Provider is liable to be removed from empanelment and liable for blacklisting to conduct business with NHA/SHA in future.

3. The penalties shall however be capped at 10% of the value of the Work Order.

4.3 Penalties

If any of the services performed by the Agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with NHA/SHA), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and NHA/SHA decides to abort the contract because of such failure, then PBG will be forfeited. This shall be without prejudice to other remedies available under law and this agreement with NHA.

4.4 Security of Data

1. Ensuring Security of electronic data provided by NHA is of paramount importance and should strictly adhere to the standard guidelines of the Government of India on Data Security. Selected Bidder agrees to abide by NHA Information Security and

Privacy Policy as updated and any other instructions on Data Security issued by NHA from time to time will have to be adhered to strictly.

- 2.** Information security guidelines of Government of India applicable to Service Provider shall apply. The Service Provider shall ensure the confidentiality, security and integrity of data and services.

Section V - Annexures and Appendices

5.1 Annexures

Sheet 1: Bidder's Information

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

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

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

Annexure I - Covering Letter

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

To,

(Address)

Ref: Request for Proposal (RFE) Notification No. _____ dated _____

Dear Sir,

1. Having examined the RFE document, we, the undersigned, herewith submit our response to your RFE Notified vide No. _ dated _____ for NHA, in full conformity with the said RFE document.
2. We, the undersigned, offer to provide services to NHA in accordance with your RFE.
3. We have read the provisions of the RFE document, confirm our acceptance for the same and we are hereby submitting our Financial Bid.
4. We agree to abide by this RFE, consisting of this letter and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFE document.
5. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
8. We understand that NHA is not bound to accept any bid received in response to this RFE.
9. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
10. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by NHA.

11. We already have the technical and financial capability in India as per RFE in the manner detailed in the 'Scope of Work'.

12. Our correspondence details with regard to this RFE are:

No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFE	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Annexure II - Commercial Bid Format

S.No	Name of State	Wall Painting Rate per sqft (excluding GST)
1	Andaman And Nicobar Islands	
2	Andhra Pradesh	
3	Arunachal Pradesh	
4	Assam	
5	Bihar	
6	Chandigarh	
7	Chhattisgarh	
8	Dadra And Nagar Haveli	
9	Daman And Diu	
10	Delhi	
11	Goa	
12	Gujarat	
13	Haryana	
14	Himachal Pradesh	
15	Jammu And Kashmir	
16	Jharkhand	
17	Karnataka	
18	Kerala	
19	Ladakh	
20	Lakshadweep	
21	Madhya Pradesh	
22	Maharashtra	
23	Manipur	
24	Meghalaya	
25	Mizoram	
26	Nagaland	
27	Odisha	
28	Puducherry	
29	Punjab	
30	Rajasthan	
31	Sikkim	
32	Tamil Nadu	
33	Telangana	
34	Tripura	
35	Uttar Pradesh	
36	Uttarakhand	
37	West Bengal	

S.No	Name of State	Digital Wall Painting Rate per sqft (excluding GST)
1	Andaman And Nicobar Islands	
2	Andhra Pradesh	
3	Arunachal Pradesh	
4	Assam	
5	Bihar	
6	Chandigarh	
7	Chhattisgarh	
8	Dadra And Nagar Haveli	
9	Daman And Diu	
10	Delhi	
11	Goa	
12	Gujarat	
13	Haryana	
14	Himachal Pradesh	
15	Jammu And Kashmir	
16	Jharkhand	
17	Karnataka	
18	Kerala	
19	Ladakh	
20	Lakshadweep	
21	Madhya Pradesh	
22	Maharashtra	
23	Manipur	
24	Meghalaya	
25	Mizoram	
26	Nagaland	
27	Odisha	
28	Puducherry	
29	Punjab	
30	Rajasthan	
31	Sikkim	
32	Tamil Nadu	
33	Telangana	
34	Tripura	
35	Uttar Pradesh	
36	Uttarakhand	
37	West Bengal	

Annexure III – Declaration by Bidder for not being black-listed

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

To,

Deputy Director (Administration),
National Health Authority,
New Delhi – 110011

Dear Sir/Madam,

We confirm that our Company <name of company>as on date of submission of the proposal is not blacklisted by any Private/Central /State Government/PSU or any other Organization and agencies in India or abroad for corrupt, fraudulent or any other unethical or illegal business practices.

Yours Sincerely,

Name & Designation of the Authorized Signatory

Annexure IV - No Deviation certificate

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

<To be printed on Company letterhead>

This is to certify that our offer is exactly in consonance with your RFE no. _____
dated __ issued by National Health Authority and subsequent amendments/corrigendum's etc.
This is to expressly certify that our offer contains no deviation on the HR requirements and
scope of work, legal or commercial aspects as specified in the RFE in either direct or indirect
form.

Yours Sincerely,

Name & Designation of the Authorized Signatory

Annexure V - Integrity Pact

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

(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 Content development for eLearning for National Health Authority. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles-
2. 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.
3. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process,

provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

4. The Principal will exclude from the process all known prejudiced persons.
5. 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

The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

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 includes both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 1 month after the payment under the contract, and for all other Bidder 15 days 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)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure VI- Draft Empanelment Agreement

THIS EMPANELMENT AGREEMENT (hereinafter referred to as the “EMPANELMENT AGREEMENT/CONTRACT”) made on this ___ day of 202_ at Delhi, India by and between National Health Authority through its _____, (hereinafter referred to as “NHA/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 NHA issued an RFE Dated ____ 202_ “RFE”, since NHA was desirous to procure Empaneled Agency for providing the Services as defined in the Scope of Work/work order as specified in RFE for provisioning of related services.

B. AND WHEREAS the Empaneled Agency has been selected as the successful Bidder and has agreed to provide Services as listed in RFE Document No _____ dated ____ 202_.

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 and subsequent Corrigendum.

ii. “Empaneled Agency shall mean organization who is selected as the successful Bidder as per the 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 RFE.

2. In the Empanelment Agreement words and expressions not defined herein shall have the same meanings as respectively assigned to them in the RFE and subsequent Corrigendum.

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 and subsequent Corrigendum

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.

2. 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

3. 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 Scope of Work/work order and Service Levels

(ii) Letter of Intent (LoI)

(iii) Non-Disclosure Agreement

(iv) Schedules and Annexures to the Empanelment Agreement

(v) RFE Document No _____ 202_ along with subsequently issued Corrigendum

(vi) Technical proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished in response to the RFE, to the extent they are not inconsistent with any terms of the RFE.

4. Term:

4.1. This Empanelment Agreement shall come into effect on <***> 202_ (hereinafter the 'Effective Date') and the empanelment shall be valid for an initial period of 24 months (twenty-four months) from the effective date, further extendable by NHA for 2 years (one year at a time) at its discretion, on same terms and conditions. The decision of contract extension shall be solely at the option of NHA and cannot be claimed by the Empaneled Agency as a matter of right.

5. Consideration:

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

6. Scope of Work:

Detailed scope of work for the Empaneled Agency shall be read as per RFE.

7. Payment Terms:

7.1 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 Scope of Work issued to Empaneled Agency. All payments shall be made in Indian Rupees (INR).

7.2 The NHA 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 NHA in favor of the Empaneled Agency only.

7.3 In case of early termination of the Agreement, the payment shall be made to the Empaneled Agency as mentioned here with:

- a) 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 satisfied shall make such undisputed payment calculated based on the specified rate/s subject to Service Levels/penalties as laid down in the terms of the RFE.

8. 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 Agreement and as per RFE.

9. Performance Bank Guarantee

The Empaneled Agency shall submit an Performance Bank Guarantee as per RFE from a scheduled Indian Bank.

NHA may invoke the Performance Bank Guarantee in case the Empaneled Agency fails to discharge its contractual obligations during the agreement term. Notwithstanding and without prejudice to any rights whatsoever of the NHA under the Agreement in the matter, the proceeds of the guarantees shall be payable to the NHA as compensation for any loss resulting from the failure of Empaneled Agency, or any team members to perform/comply its obligations under

the contract. The NHA shall notify the Empaneled Agency 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 NHA 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.

10. Termination

10.1 FOR MATERIAL BREACH

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 NHA will have the option to terminate the Agreement without any further notice. Further, the NHA may offer a reasonable opportunity to the Empaneled Agency to explain the circumstances leading to such a breach. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- (a) If the Empaneled Agency is not able to deliver the services as per the SERVICE LEVELS which translates into Material 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) 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 13 of this Agreement read with change management Schedule. Also, NHA may, as an alternative to termination, require a full Performance Bank Guarantee for the obligations of Empaneled Agency by a guarantor acceptable to NHA or its nominated agencies. If such a guarantee is not furnished within 30 days of NHA's demand, the NHA may exercise its right to terminate the Agreement in accordance with this Clause by giving 15 days further written notice to the Empaneled Agency.

(e) If the Empaneled Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

(f) If the Empaneled Agency submits to the NHA a false statement/incorrect information which has a material breach/adverse effect on the rights, obligations, or interests of the NHA.

(g) If the Empaneled Agency found sub-contracting of services and the Empaneled Agency or the sub- contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest with NHA in respect with the RFE.

(h) If the Empaneled Agency fails to provide the quality services as envisaged under this Contract. The NHA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.

10.2 Termination for Convenience

10.2.1 The NHA 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 and upon receipt of the notice the Empaneled Agency shall either as soon as reasonably practical or upon the date specified in the notice of termination:

- a. deliver to the NHA the any in progress deliverables executed by the Empaneled Agency up to the date of termination.
- b. to the extent legally possible, assign to the NHA all right, title, and benefit of the Empaneled Agency to the System, or Subsystem, as at the date of termination, and, as may be required by the NHA, in any Contracts concluded between the Parties.
- c. deliver to the NHA all, specifications, and other documents prepared by the Empaneled Agency as of the date of termination in connection with the System and/or Solution.

10.3. Effects of termination

10.3.1 In the event that NHA 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 Bank Guarantee furnished by Empaneled Agency shall be forfeited and the compensation will be decided in accordance with the Terms of Payment set out in terms of RFE and the Agreement.

10.3.2 Upon termination of the Agreement, the Empaneled Agency will comply with the Exit Management procedure as follows:

- a. 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.
- b. During the Exit Management period, the Empaneled Agency shall, along with its operational activities also:
 - i. Provide necessary handholding & transition support to NHA authorized agencies to ensure the continuity and performance of the Services to the complete satisfaction of NHA.
 - ii. 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).
 - iii. 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.
 - iv. 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.
 - v. Empaneled Agency shall not delete any data till the end of the agreement without the express approval of NHA.
 - vi. Once the exit process is completed, Empaneled Agency will certify that Content and data destruction to NHA as per instructions of NHA and shall ensure that the data cannot be forensically recovered.
 - vii. There shall not be any additional cost associated with the Exit / Transition-out process.

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

- a. The NHA 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 NHA or its nominated agencies.

10.5. In the event NHA terminates the Agreement in whole or in part, as per the above excluding for convenience, NHA 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. Empaneled Agency shall not have any right on this database, which is proprietary to NHA.

11. Indemnity

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

11.2 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.

12. Relationship

12.1 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" or its employees. 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.

12.2 Empaneled Agency shall not use NHA/PMJAY/ABDM/other convergence schemes name or any service or proprietary name, mark or logo of Associated with NHA over any media for promotional/or non-promotional purposes without first having obtained the NHA's prior written approval over the content and media for such release.

13. Obligations under the Service Levels and Change Control

13.1. The Service Levels to be met by the Empaneled Agency will be specified in Scope of Work/work order. Each Party shall observe and perform the obligation stated herein pertaining to service level:

- i. The Service Levels shall govern the provision of the contracted professional services of the Empaneled Agency to NHA and its nominated agencies after the effective date.
- ii. 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
- iii. 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 Scope of Work/work order.

13.2. Updating of the Service Levels:

13.2.1 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. 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 NHA and Empaneled Agency in accordance with the procedure provided by NHA at the time of such change.

13.2.2 A notice of the proposed revision (“Service Level Change Request”) shall be served to NHA or the Empaneled Agency as the case may be.

13.2.3 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.

13.2.4 In the event that NHA/ 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’s

13.3. Change of Control

13.3.1 In the event of a change of control of the Empaneled Agency during the Term, the Empaneled Agency shall promptly notify NHA and/or its nominated agencies of the same in the agreed format provided by NHA.

13.3.2 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 NHA 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 NHA or its nominated agencies (which shall not be Empaneled Agency or any of its associated entities).

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

13.3.4 Pursuant to termination, the effects of termination as set out in Clause 10 shall follow.

13.3.5 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.

14. Obligations, Representations and warranties of the Empaneled Agency:

14.1 The Empaneled Agency represents and warrants to the NHA or its nominated agencies (such representations shall remain in force during the Term and extension thereto), the following:

- a. The Empaneled Agency shall procure, maintain and observe all relevant and regulatory and Governmental licenses, clearances and applicable approvals 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.
- b. 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;
- c. it is a competent provider of a services as per enlisted Scope of Work/work order;
- d. 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.
- 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, infrastructure, resources/authorizations and the financial wherewithal required to successfully execute the terms of the Agreement and to provide services sought by the NHA under the Agreement;
- h. 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;
- i. The Empaneled Agency team shall use such assets of the NHA as the NHA may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or the Agreement. The 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;

- j. 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;
- k. 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;
- l. 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;
- m. 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;
- n. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into the Agreement or for influencing or attempting to influence any officer or employee of NHA or its nominated agencies in connection therewith.
- o. 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.

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

15. Assignment:

15.1 All terms and provisions of the Agreement shall be binding on and shall inure to the benefit of the NHA and the Empaneled Agency.

15.2 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 NHA.

15.3 The NHA 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 NHA or any of its nominees.

16. Notices

16.1 Any notice or other document and the intimation of the change of address, telephone number and nominated contact or any other valuable information which may be given by either Party under the Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.

16.2 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:

<NHA>

Tel:

Email:

Contact:

With a copy to:

<Empaneled Agency>

Tel:

Email:

Contact:

17. Variations and Further Assurance

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

18. Severability and Waiver:

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

19. Compliance with Applicable Law:

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.

20. Limitation of Liability:

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

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

21. Intellectual Property Rights

Each Party acknowledges that the ownership of and all rights in relation to Intellectual Property of either Party or any third party on Pre-existing Work shall continue to remain property of that Party or the third party (subject to valid third-party license), as the case may be and that there is no change to any right, title or interest in Intellectual Property over such Pre-existing work by virtue of the Agreement. However, to the extent 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/SHA, as applicable, 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 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 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 in 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 NHA shall own all Documents provided by or originating from the NHA 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 NHA, the Empaneled Agency shall deliver to the NHA all Documents provided by or originating from the NHA and all Documents produced by or from or for the Empaneled Agency in the course of performing the Services, unless otherwise directed in writing by the NHA at no additional cost. The Empaneled Agency shall not, without the prior written consent of the NHA store, copy, distribute or retain any such Documents.

22. Taxes & Duties

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 NHA 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 NHA 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.

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

23. Force Majeure:

23.1 "Force Majeure" shall mean any event beyond the reasonable control of the NHA or of the Empaneled Agency as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

23.2 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;

23.3 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.

23.4 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.

23.5 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 10.

23.6 Subject to provisions of this Clause. No delay or non-performance 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.

23.7 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.

23.8 In the event of termination pursuant to Clause 10, the rights and obligations of the NHA and the Empaneled Agency shall be as specified in the clause titled Termination.

23.9 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).

23.10 Notwithstanding anything stated in the 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/work order. 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.

24. 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.

25. **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.

26. **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,

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

27. 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.

28. 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)

<Name>

<Designation>

Seal

For Empaneled Agency

<Name>

<Designation>

Seal

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

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

Annexure VII – PQ Work Experience of Agency

SL No	Organisation	Sq Ft accomplished	Value of Work order
1			
2			
3			
4			
5			
6			
7			

Annexure VIII – Location specifications

- a. Wall address
- b. Wall GPS coordinates
- c. Size of the wall
- d. Images of the wall
- e. Superimposed image of the wall with creative to showcase the look and feel of the painting
- f. Images from the wall that can show the audience exposure
- g. Authorisation letter from the owner of location

To

<<Authorized Signatory>>

<<Agency Details including address and contact no.>>

I hereby provide my consent to put up wall painting / digital wall painting for the promotion of Ayushman Bharat Pradhan Mantri Jan Arogya Yojana / Ayushman Bharat Digital Mission on my wall for a period of XX-XX-XXXX to XX-XX-XXXX.

Thanks

(Name)

(Address)

Annexure IX – Job Completion Report

To

Accounts / Admin Division

State Health Authority

The Wall painting/Digital Painting created by <<Name of the Agency>> , with the following details has been found to be satisfactory.

- a. Size of the painting:
- b. Location:
- c. Type: Physical/Digital
- d. Date of Completion:

(Authorised Signatory)

DIU / SHA / Nodal person

Annexure X – Technical Specification for digital wall painting

Material	Non-tearable, water proof, UV Proof
Basic Weight	35 GSM (error margin +/- 8 GSM)
Fixing	Adhesive or gumming
Fixing Technology	Water based solution to melt in any kind of even or uneven surface
Total Calliper of Media	upto 44 microns

Annexure XI – Tentative number of locations

Sl. No.	Name of the State	Number of blocks	Number of sites
1	Andhra Pradesh	376	1880
2	Arunachal Pradesh	79	395
3	Assam	219	1095
4	Bihar	538	2690
5	Chattisgarh	158	790
6	Goa	11	55
7	Gujarat	260	1300
8	Haryana	128	640
9	Himachal Pradesh	76	380
10	Jharkhand	204	1020
11	Jammu & Kashmir	140	700
12	Karnataka	185	925
13	Kerala	163	815
14	Madhya Pradesh	367	1835
15	Maharashtra	416	2080
16	Manipur	34	170
17	Meghalaya	39	195
18	Mizoram	23	115
19	Nagaland	56	280
20	Orissa	326	1630
21	Punjab	148	740
22	Rajasthan	274	1370
23	Sikkim	11	55
24	Tripura	51	255
25	Tamilnadu	434	2170
26	Uttaranchal	99	495
27	Uttar Pradesh	835	4175
28	West Bengal	416	2080
29	Delhi	34	170
30	Pondicherry	5	25
31	A & N island	5	25
32	Chandigarh	3	15
33	D & N Haveli	2	10
34	Daman & Diu	2	10
35	Lakshadweep	5	25
	TOTAL	6122	30610

5.2 Appendices

Appendix A - Form of Performance Bank Guarantee Bond

(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

National Health Authority

Government of India New Delhi-110001

Dear Sirs,

1. In consideration of the National Health Authority, Government of India, (hereinafter referred to as the 'Purchaser' 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... (herein after referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs..... (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 Service Provider merely on a demand from the Purchaser stating that the amount claimed is due by way of inconvenience caused to or would be caused to or suffered by the Purchaser

by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser 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 Service Provider. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Service Provider or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser 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 Purchaser or any other indulgences shown by the Purchaser 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 Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the Purchaser may have in relation to the Service Provider's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
7. Our liability under this guarantee is restricted to Rs (in words & figures).
8. This Bank Guarantee will be valid up to..... ; and
9. 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 authorised officer, has set its hand and stamp on this.....day of.....2022 at.....

WITNESS

.....

(Signature) (Signature)

.....

(Name)(Name)

.....

(Official Address) (Designation with Bank Stamp)

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

Dated.....

Appendix B - Form of bid securing declaration

Date: _____ Tender/RFE No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

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

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

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal

(Note: In case of a partnership firm, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Appendix C - Non-Disclosure Agreement

(To be executed on ₹ 100 stamp paper)

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 Service Provider/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 SERVICE PROVIDER 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 Service Provider 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 re-enacted;
- 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 Service Provider to deal with Confidential Information in the same manner as stated in this Non- Disclosure Agreement and RFE. Service Provider shall promptly provide copies of such Individual Undertakings to Purchaser as and when demanded;
- d. prevent disclosure of Confidential Information to third parties;
- e. 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:
- f. 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
- c. 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 Representatives 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.

- d. 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:

Fax:

Email:

Contact:

With a copy to:

If to the SERVICE PROVIDER:

Attn. <***> Phone: <***> Fax No. <***>

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 SERVICE PROVIDER 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 SERVICE PROVIDER 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.

Appendix D- Individual Confidentiality Undertaking

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

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

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

1. Save as required by law or professional regulation (in which case I will immediately inform the _____ to the extent not prohibited by law or regulation), I will not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee of _____ or other associated organizations and/or subsidiaries, other than those who need to access such information on a strict need to know basis.
2. If approached by any third party or employee/staff (where such employee/ staff do not require access to the Confidential Information on a need to know basis) to provide any Confidential Information relating to the Services, I will immediately inform the Project Manager and will not disclose any such information without his/ her written consent.
3. I will not remove or destroy any documents, data, files or working papers in whatsoever form (including and not restricted to any in electronic form) in respect of the Services, without the written consent of Project Manager.
4. I will not divulge or make known to any other person, either the password or the unique security password that is assigned to me
5. I will not leave my computer/laptop unattended while still connected in a remote session.

6. I will not discuss any information, status or condition of any NHA / PMJAY/ABDM
7. /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.
8. 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.
9. 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: _____