



**State Health Agency (SHA) Kerala
Government of Kerala**

REQUEST FOR PROPOSAL (RFP)

**“Selection of agencies for conducting
Medical Audit and Verification under PM-JAY”**

RFP Number: 2022_SHA_508895_1

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Disclaimer

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

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

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

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

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

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1. Invitation to Proposal

The objective of this RFP is to select suitable qualified agencies for Medical Audit & verifications. The agencies shall be selected on basis the evaluation criteria as provided in this RFP.

All eligible agencies / bidders are mandated to get enrolled on the eProcurement portal (<http://www.etenders.kerala.gov.in>) in order to download the tender documents and participate in the subsequent bidding process. All communications with the State Health Agency shall be through Registered AD, Speed Post AD or e-mail with the authorized representative of the Bidder.

Interested bidders are requested to submit their proposals to the "RFP" on or before 1700 hours, 10 October 2022.

Thank you and we look forward to receiving your proposal.

Warm regards-

**Executive Director,
State Health Agency (SHA), Kerala**

2. Fact Sheet and RFP Schedule

Sl. No.	Reference	Description
1.	RFP number	
2.	Name of purchaser	Executive Director, State Health Agency
3.	Date of publishing of RFP	
4.	RFP Title	Selection of agencies for conducting Medical Audit and Verification under PM-JAY
5.	Availability of RFP document	SHA has published RFP on-eProcurement portal (http://www.etenders.kerala.gov.in)
6.	Method of selection	Three stage evaluation process comprising of: <ul style="list-style-type: none"> • Pre-Qualification Evaluation • Technical Evaluation • Financial Evaluation
7.	Date till which the RFP response/bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
8.	Bid Securing Declaration	The Bidders shall submit, bid securing declaration form as per the format provided in this bid document (Annexure-X). The same shall be uploaded on eProcurement portal and to be submitted in hard copy at SHA office.
9.	Pre-bid meeting	Date –intimated in the tender notice Venue – SHA Conference Hall Online – Link will be published on eProcurement portal <i>(Considering the current situation SHA may decide to conduct the pre-bid meeting through electronic mode, the details for the same shall be posted on eProcurement portal via corrigendum)</i>
10.	Pre-Bid Queries	Queries / Clarification(s) must be requested on or before 27 September 2022, up to 17.00 hours. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure 1 (Template for Pre-Bid Queries) of the RFP. The e-mail address for requesting clarification is: statehealthagencykerala@gmail.com e-mail must be marked to the above email id.

Sl. No.	Reference	Description
11.	Bid submission	The last date and time for submission of Proposal is 10 October 2022, on or before 1700 hours. The bidder's proposal needs to be submitted online at eProcurement portal (http://www.etenders.kerala.gov.in) on or before the last date and time of submission.
12.	Currency	The bidder to state all costs in Indian Rupees only (₹).
13.	Late Bids	Late bids i.e., bids received after the specified date and time of receipt will not be considered.
14.	Date, Time and venue for opening of pre-qualification bids of all bidders	Date –intimated through tender notice Mode – Electronically on eProcurement portal.
15.	Tentative date, time and venue for opening of technical bids (only of the bidders who have qualified in the pre-qualification stage)	Date –intimated through tender notice. Mode – Electronically on eProcurement portal.
16.	Date, Time and Venue for Technical presentation (only of the bidders who have qualified in the pre-qualification stage)	Date – From 5 days of opening of technical bids. (Considering the current situation SHA may decide to conduct the technical presentation through electronic mode, the details for the same shall be share with all the bidders qualified in pre-qualification stage) Soft copy of presentation to be shared on the below e-mail id: statehealthagencykerala@gmail.com

Table 1: Fact sheet and RFP Schedule

3. About Us

3.1. Ayushman Bharat PM-JAY

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

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

3.1.1. Key features of PM-JAY

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

3.2. Karunya Arogya Suraksha Padhathi (KASP)

KARUNYA AROGYA SURAKSHA PADHATHI (KASP) is the health care scheme which aims at providing a health cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization to over 42 Lakhs poor and vulnerable families (approximately 64 lakhs beneficiaries) that form the bottom 40% of the Kerala population". State of Kerala decided to converge all the Government sponsored health care schemes namely RSBY (Central and State Government combined scheme, where the premium is shared in the ratio 60:40),

Comprehensive Health Insurance Scheme-CHIS (Kerala government fully sponsored scheme i.e. full premium paid by the State), Senior Citizen Health Insurance Scheme-SCHIS (all the senior beneficiaries aged 60 years and above in the RSBY/CHIS families were provided additional coverage of Rs 30,000 per beneficiary) and Karunya Benevolent Fund-KBF (Trust model implemented through Lottery department) along with Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (PMJAY) and formulated Karunya Arogya Suraksha Padhathi (KASP).

Ayushman Bharat PM-JAY is the largest health care scheme in the world which aims at providing a health cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization to over 10.74 crores poor and vulnerable families (approximately 50 crore beneficiaries) that form the bottom 40% of the Indian population. The households included are based on the deprivation and occupational criteria of Socio-Economic Caste Census 2011 (SECC 2011) for rural and urban areas respectively. PM-JAY was earlier known as the National Health Protection Scheme (NHPS) before being rechristened. It subsumed the then existing Rashtriya Swasthya Bima Yojana (RSBY) which had been launched in 2008. The coverage mentioned under PM-JAY, therefore, also includes families that were covered in RSBY but are not present in the SECC 2011 database. PM-JAY is fully funded by the Government and cost of implementation is shared between the Central and State Governments. State of Kerala signed an agreement with NHA on 31st October 2018 and constituted State Health Agency (SHA) for implementing the scheme in the State as Karunya Arogya Suraksha Padhathi (KASP).

From 1st July 2020, the scheme was implemented directly by Government of Kerala under trust mode (through the newly constituted State Health Agency (SHA)). The claims of Private Empaneled Health care Providers is serviced by a TPA/ISA. The TPA selected through tender process is Vidal Health TPA Services Pvt. Ltd.

‘State of Kerala is one of the states with highest utilization of AB-PMJAY-KASP’

3.2.1. Key Features of KASP – PMJAY

Health care scheme fully financed by the government. It provides a cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization across public and private empaneled hospitals. KASP – PMJAY provides cashless access to health care services for the beneficiary at the point of service, that is, the hospital. KASP – PMJAY envisions to help mitigate catastrophic expenditure on medical treatment. It covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as diagnostics and medicines. There is no restriction on the family size, age or gender. All pre-existing conditions are covered from day one. Benefits of the scheme are portable across the country i.e.; a beneficiary can visit any empaneled public or private hospital in India to avail cashless treatment. Services include approximately 1,573 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 KASP – PMJAY

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. KASP – PMJAY 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
- 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 learning's from those schemes, KASP – PMJAY 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 KASP – PMJAY will now be able to get treatment for all those medical conditions as well under this scheme right from the day they are enrolled.

3.2.2. Karunya Benevolent Fund (KBF)

KARUNYA BENEVOLENT FUND is an assurance scheme of the State Government which provides financial aid for poor people suffering from serious ailments, by raising funds through Kerala lottery. The scheme is managed by the State Lotteries Department (Taxes). Karunya Benevolent Fund is providing financial assistance to under-privileged people suffering from acute ailments like Cancer, Haemophilia, Kidney and Heart diseases and for Palliative Care. The amount for the health scheme is raised through lottery. This welfare measure is helpful to those who suffer from ailments, the cost of treatment of which are proved to be unbearable to lower and even middle strata of society with an annual family income of less than Rs. 3 lakhs.

- Eligible beneficiary can approach any KASP empaneled hospitals for availing cashless treatment
- Significant increase in number of health care providers under KBF scheme.
- Number of treatment packages also increase
- IT integration enhances patient friendly approaches in KBF scheme

3.3. Organizational Structure

Government of Kerala constituted a permanent State Health Agency (SHA) to carry out all activities with regard to implementation of Karunya Arogya Suraksha Padhathi (KASP) in the state. As per order GO. (MS)No.71/2020/H&FWD dated 24/04/2020 State Health Agency was constituted as a Society under Travancore – cochin Literary Scientific & Charitable societies Act 1955.

The area of operation of the Society shall be the whole of the State of Kerala.

Contact Information of SHA

State Health Agency Kerala (SHA)
5th and 8th floor, Artech Meenakshi Plaza
Opposite Government Women and Children's Hospital
Thycaud, Thiruvananthapuram - 695014
Tele - 0471 406 3121, 0471 2960221
Email - statehealthagencykerala@gmail.com
Website - www.sha.kerala.gov.in

Key functions of SHA

Co-ordinating, managing and implementing the AB-PMJAY-KASP in the State of Kerala

Key Stakeholders of SHA

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

Smt. Veena George – Hon'ble Minister for Health & Family Welfare - Chairman/Chairperson

Smt. Tinku Biswal IAS – Principal Secretary, Health and Family Welfare Department

Dr. Rathan U Kelkar IAS – Executive Director

Mr. Anil Kumar – Joint Director (Finance)

Dr. Bijoy E – Joint Director (Operations)

Dr. Anoob Razak – Joint Director (Medical)

4. Detailed Scope of Work

SHA intends to find service providers which can conduct hospital audit and verification under PM-JAY. It is also envisaged that the services of service provider shall be utilized at SHA level on the basis of their individual requirements.

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

4.1. Project Background

4.1.1. Definition of hospital Audit and Verification

Field audit and verification under PM-JAY can be conducted in cases which do not require specialized medical knowledge such as cases where one needs to ascertain the identity of the PM-JAY beneficiary or if the treatment actually happened or to collect any additional documentation from the hospital and collect general observations around the hospital and provide the inputs for further confirmation of fraud. A field audit may be done instead of raising a query to the hospital for more effective handling of suspect cases.

4.1.2. Field Audit and Verification at hospital

During the process of field audit and verification, investigator visits the hospital premises to collect real time or post facto (as case may be) information on the triggered cases. During the process, the investigator will collect indoor documents related to the claim, information about hospital infrastructure and availability of specialists/ resource, meet treating doctor etc. At the time of visit, if AB PM-JAY beneficiaries are admitted in the hospital, then the investigator will interact with them and verify information as recorded in the documents, and obtain feedback of the patient regarding the quality of service, benefits of the scheme or money being charged by the hospital.

4.1.2.1. Beneficiary residence / home visit

In case the patient is already discharged and as need be, the investigator may visit beneficiary home to collect information / case papers etc. for the procedure blocked / claim submitted by the hospital.

4.2. Geographical Scope

1. Any work related to project shall be done on site i.e., at audit location. However, for requirement gathering, project discussions the resources may have to come to SHA's office as may be desired or instructed by SHA.

4.3. *Scope of Work*

1. Conducting Field audit and verification under PM-JAY as per SHA guidelines.
2. During field visit collection of all documentary and digital evidence (photos, photocopies, patient statements, videos etc.) in accordance with Indian Evidence Act, 1872 as defined under section 45, 45A, 61, 62, 63, 65, 65A, 65B, 67, 74, 75, and 77. Agency may refer to annexure XI or NHA's investigation framework for better understanding on evidence collection.
3. Collection of patient related evidences as mentioned in NHA/SHA framework for investigation and verification but not limited to, treatment details, real time photos, videos, beneficiary statements, beneficiary ID related documents etc.
4. Collection of hospital related such as but not limited to, overall hospital infrastructure, human resource available and all relevant certificates required, as per guidelines of NHA, State Government, Medical Council of India and Ministry of Health.
5. Collection of evidences related to but not but not limited to, visibility of PM-JAY promotional boards, availability of PMAM (Pradhan Mantri Arogya Mitra), availability of PMAM kiosk, visibility of PMAM kiosk, availability of IPD/OPD/OT register at the time of visit, availability of pharmacy records, laboratory records, implants and prosthesis register etc.
6. Any other evidence as mentioned in the NHA / SHA investigation framework or medical audit manual.
7. Interaction with live Ayushman Bharat patient at the time of hospital visit and record findings and observations as per NHA/SHA investigation framework.
8. Initiate home visits to interact with Ayushman Bharat beneficiary and record findings and observations, if required.
9. Submission of investigation findings and observations in required standard format within 5 working days (or as stipulated by SHA) to the person assigned by SHA. The report should be signed and verified by the MBBS doctor assigned to the zone / district.
10. All the Empaneled Health Care Providers have to be audited once in a quarter.
11. Leveraging investigation tools / technologies as prescribed by NHA or SHA, for real time / near real time investigation and verification.
12. Free of cost inputs for enhancing investigation operational guidelines.
13. Preparation and planning for field audit:
 - Ensure authority letters and approvals are in place.
 - Prepare a timetable for audit.
 - Audit objectives and roles shall be clearly defined to the investigator.
 - Ensure that the investigator is trained audit.
 - Investigator shall be well versed with tools and formats and shall be handy.
 - Investigator shall have all information pertaining to the case, the hospital, and the beneficiary handy to compare with the actuals at the time of visit.
14. Reporting of field audit and verification findings:
 - Field investigation and verification report shall be in accordance with PMJAY guidelines.
 - The findings of field investigation and verification shall be compiled in a logical sequence.
 - Offline reports shall be submitted to the respective SHAs within 5 working days of investigation.
 - The observation shall be unbiased and factually correct.
 - Report shall be submitted with all supporting evidences

4.4. Resources

1. All the resources proposed should have a letter of association / engagement (LOA) with the agency before the last date of submission of the bid to SHA.
2. An undertaking from the proposed resource(s) shall be submitted mentioning that they have not provided such LOA for this purpose to any other bidder/bid for the period of the validity of this particular bid.
3. Investigation Team
 - a. There shall be at least 3 MBBS Doctors (with MCI Recognition) for the state, who may be assigned to North, Middle and South Zones of the state.
Each of the doctor should have at least 3 years of experience.
 - b. There shall be at least 14 persons from Nursing backgrounds (BSc/MSc Nursing) for the state.
Each of the nurse should have at least 2 years of experience.
4. Different profiles need to be proposed against different roles.
5. The bidder shall ensure that the resource should have
 - a. Tab/ Mobile phone with handsfree.
 - b. Good mobile network and internet connectivity
6. SHA does not encourage replacement of resources unless it has been explicitly asked for by SHA. If, however, due to some pressing needs, the agency proposes a replacement of resource(s), the proposed resource(s) shall have similar/ better profile as compared to the resource(s) being replaced with regards to academic profile, relevant work experience and relevant technical expertise. CV of such resources may be provided for approval to SHA two (2) weeks prior to relieving of resource to be replaced. In case a suitable replacement is not found within the stipulated time then penalties as outlined in section 9.2 will apply.
7. SHA shall reserve the right to interview resource(s) proposed by the agency.
8. The resources proposed shall necessarily be an Indian citizen.
9. The agency shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
10. Bidders should note that, during any subsequent stages of this procurement, SHA may ask for background check and/or security verification (Police verification) of resources proposed by the Bidder and Bidders needs to comply with the same. This is necessary considering the criticality of the Project.

5. Instructions to Bidders

5.1. Objectives of this RFP

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

5.2. General

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

5.3. Availability of RFP Document

The Bid document can be downloaded for free from eProcurement portal (<http://www.etenders.kerala.gov.in>) and <http://sha.kerala.gov.in/> The RFP document is available for download on all days and 24 x 7 till the last date of submission of bids.

5.4. Bid Securing Declaration

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

5.5. Bid Preparation Costs

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

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

5.6. Consortium/Sub-Contracting

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

5.7. Debarment from Bidding

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

5.8. Authorized Signatory and Authentication of Bids

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

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

5.9. Language

The Proposal must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

5.10. Complete and Compliant Responses

1. Bidders are advised to study all instructions, forms, requirements and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

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

5.11. *Late Bids*

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in fact sheet. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. SHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. SHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. The SHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. SHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum or by intimating all bidders, in writing or through e-mail, in which case all rights and obligations of SHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.12. *Proposal Submission Format*

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

5.13. *Amendment of the RFP*

At any time prior to the deadline for submission of the proposals, SHA, for any reason, may modify the RFP by amendment/corrigendum and it shall publish the same on the eProcurement portal. Such amendments shall be binding on the Bidders. In case of such modifications, the bidders who have submitted their responses, prior to such amendments, to the original invitation shall be provided with an opportunity to modify or re-submit or withdraw their bids. Bidders are requested to regularly visit the eProcurement portal and check for themselves regarding any addendum/corrigendum issued to the RFP. SHA shall, in no way, be responsible for any lapse of information on part of the concerned bidder(s) for non-checking the eProcurement portal for RFP related updates/information.

5.14. Bid Validity

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

5.15. Right to the Content of Proposal

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

5.16. Disqualification

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

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period;
8. The information submitted in the Pre-qualification Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
9. The Commercial Proposal is enclosed within the Pre-qualification/Technical Proposal;

5.17. Confidentiality

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

5.18. Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the SHA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive

practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, SHA shall, without prejudice to it’s any other rights or remedies, forfeit and appropriate PBG, as the case may be.

2. Without prejudice to the rights of SHA under clause above and the rights and remedies which the SHA may have under the Agreement, if a Bidder is found by SHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by SHA during a period of 3 years from the date such Bidder is found by SHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) “Corrupt Practice” means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or
 - ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of SHA in relation to any matter concerning the Project;
 - b) “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
 - c) “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
 - d) “Undesirable Practice” means
 - i. establishing contact with any person connected with or employed or engaged by SHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
 - ii. having a Conflict of Interest; and
 - e) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

5.19. *Right to Terminate the Process*

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

5.20. *Conflict of Interest*

1. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SHA shall take appropriate action and as mutually agreed genuine pre-estimated compensation and damages payable to the SHA for, inter alia, the time, cost and effort of the SHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the SHA hereunder or otherwise.
2. SHA requires that the agency provides professional, objective, and impartial services and at all times hold the SHA's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the SHA.
3. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - d) There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the agency will depend on the circumstances of each case. While providing services to the SHA for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - e) A firm hired to provide similar services for the preparation or implementation of a project, and its members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
4. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this

assignment; provided further that this restriction shall not apply to services performed for the SHA in continuation of this project or to any subsequent services performed for the SHA where the conflict of interest situation does not arise.

5. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the SHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The SHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

6. Bid Process

6.1. Pre-Bid Queries

Any clarification regarding the RFP can be submitted to SHA as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure I of this RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by SHA. Further, SHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

6.2. Pre-Bid Meeting

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

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

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

6.4. Bid submission format

1. A single packet bid system will be followed for this RFP and the bidders qualifying all the criteria mentioned will be entertained. The bids to be submitted by bidders on eProcurement portal (<http://www.etenders.kerala.gov.in>) are –
 - a) Bid securing declaration
 - b) Pre-Qualification Bid
 - c) Technical Bid
 - d) Financial Bid

2. The bids are to be submitted electronically on eProcurement portal on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
3. The bid response of the Bidder to be submitted and uploaded on eProcurement portal against this RFP.
4. This RFP process will be administered through the eProcurement portal. The bidders are required to submit soft copies of their bids electronically on the Portal, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. The bidders are required to enroll in the eProcurement portal. Enrolment on the eProcurement portal is free of charge.
5. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals.
6. The Proposal is to be submitted under single covers as mentioned below-

Sl. No.	Bid covers	Bid submission
1.	Bid Securing declaration, Pre-qualification bid and technical bid	To be uploaded on eProcurement portal

Table 2: Bid submission format

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

Sl. No.	Document Name	Contents
1.	Bid Securing declaration	a) Scan copy of bid securing declaration to be uploaded on eProcurement portal.
2.	Pre-qualification bid	a) Pre-Qualification Proposal as per <u>section 7.2.1 (Pre-Qualification Criteria)</u> along with the specified documents/Forms at <u>Annexure II (Pre-Qualification Proposal Format)</u> b) Checklist of all documents submitted c) Signed pre-contract Integrity Pact as per <u>Annexure V (Pre-contract Integrity Pact)</u> d) Power of attorney / Board Resolution as per <u>section 5.8 (Authorized Signatory and Authentication of Bids)</u>
3.	Technical bid	a) Technical Proposal as per <u>section 7.2.2 (Technical Evaluation Criteria)</u> along with the required supporting documents/forms specified at <u>Annexure III (Technical Proposal Format)</u> . b) Checklist of all documents submitted

Table 3: Bid submission documents

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

8. The response to pre-qualification bid and technical bid (as mentioned in the previous paragraph) should be placed in same folders on the eProcurement portal as per the instructions.
9. As part of the bid, bidder should provide one (1) copy of the Pre-qualification bid, and the technical bid in soft copy (pdf format).

10. Please note that prices must not be indicated in the pre-qualification bid and technical bid. In case any bidder submits prices or any other commercial information in its pre-qualification and/or technical bid then the bids of such bidders will be summarily rejected by SHA.
11. The pre-qualification bid and technical bid should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of SHA.
12. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
13. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
14. Each document submitted by the bidder in pre-qualification and technical proposals must be duly signed by the authorized signatory as per section 5.8 (Authorized Signatory and Authentication of Bids).

6.5. Selection of Bidders

6.5.1. Opening of Proposals

The Proposals will be opened by SHA in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal. The Technical Proposals of only those bidders will be evaluated who clears the Pre-qualification stage.

6.5.2. Preliminary Examination of Proposals

SHA will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the SHA and shall not be included for further consideration.

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

1. Not submitted in the format as specified in this RFP document;
2. Received without the Letter of Authorization/Power of Attorney/Board Resolution;
3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without the documents required under this RFP;
6. Non-compliant to any of the clauses mentioned in this RFP;
7. Lesser validity period than that prescribed in this RFP

6.5.3. Clarification on Proposals

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

7. Evaluation Process and Criteria

7.1. Evaluation process

After the due date of bid submission, SHA shall open each of the bid proposals of bidders on eProcurement portal in the presence of bidder's representatives if present and attending. For the purpose of bid opening and proposal evaluation SHA, may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under-

7.1.1. Stage 1: Pre-Qualification

1. SHA shall open "Pre-Qualification Proposal" on eProcurement portal in the presence of the bidder's representatives present and attending. The Pre-Qualification proposal MUST contain all the documents mentioned in the RFP. Each of the Pre-Qualification conditions mentioned in Section 7.2.1 (Pre-Qualification Criteria) is MANDATORY. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.
2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II (Pre-Qualification Proposal Format)). A checklist has to be created with proper page-wise indexing of all supporting documents

7.1.2. Stage 2: Technical Evaluation

1. "Technical Proposal" will be evaluated only for bidders who succeed in Stage 1.
2. SHA will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at SHA's discretion.
3. The bidder's technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 7.2.2 (Technical Evaluation Criteria).

7.1.3. Stage 3: Financial Evaluation

1. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee – constituted by SHA) in the presence of the bidder's representatives.
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered **(As per Annexure XII (Commercial Proposal Format))**.
5. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the SHA.
6. The Purchaser reserves the right to correct any computational, arithmetic errors.
7. If there is a discrepancy between words and figures, the amount in words will prevail.

7.1.4. Opportunity to Represent

Evaluation Committee may provide opportunity to the bidders (in writing) and seek written response from such bidders, whose proposals, in view of the evaluation committee, are not substantially responsive as per the evaluation criteria stated in this RFP stating the reason and asking the bidder to reply and represent against the stated rejection.

7.2. Evaluation Criteria

SHA shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of SHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with SHA. SHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, SHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. SHA may constitute an RFP Evaluation Committee to evaluate the proposals of the bidders. The evaluation committee constituted by the SHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section. SHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical evaluation and the requisite support must be provided by the Bidder.

7.2.1. Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the criteria specified in section 7.2.1 (Pre-Qualification Criteria) and section 7.2.2 (Technical Evaluation Criteria). Bidder is expected to comply with each of the clauses of the Pre-Qualification criteria to be eligible to be considered for Technical Evaluation. **Failure to meet even one of the Pre-Qualification criteria as mentioned below may lead to rejection of the Bid.** Definitions of key terms relating to pre-qualification criteria are given below-

Term	Definition
Net-worth (Consolidated)	Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves), as per the Annual Audited financial statement report
Turnover	The total amount of net receipts, from activities in the normal course of business (as per specifications at #5 in the below table), as per the annual audited report
Financial Year	The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a company/ bidder.

Table 4 - Terms and Definitions for PQ Criteria

S. No	Pre-qualification Criteria	Documents Required
1.	Agency should be - a) a registered private or public owned company incorporated under Companies Act 2013 or earlier, in India or a Limited Liability Partnership Firm under Limited Liability Partnership Act, 2008, or A registered NGO, NPO, a society or trust registered under Indian Trusts Act, 1882 or incorporated under the Indian Societies Act, 1860 b) and Registered with the GST Authorities and c) Agency should have a valid PAN number	a) Certificate of Incorporation (copy); or any other copy of Certificate as applicable. b) GST Registration certificate issued by GST authorities (copy) c) PAN Card (copy)
2.	The Agency must have an annual turnover of at least ₹ 80 lakhs in either of the last two financial years.	Audited financial statements for last financial year or statutory auditor certificate specifying the turnover for the specified year.
3.	The agency should not have any conflict of interest.	Certificate as per format specified in Annexure-2, Form PQ5 of this RFP.
4.	Should not have been blacklisted by any central / state Government institution / Insurance company / TPA and there should be no proven charges in a litigation with any government department on account of similar services must be submitted	Certificate as per format specified in as per Annexure-2, Form PQ6 of this RFP.
5.	The Bidder should not be involved in any litigation which may include but not limited to fraud, FEMA violations that may have an impact of affecting or compromising the delivery of services as required under this contract	Certificate as per format specified in as per Annexure-2, Form PQ4 of this RFP.
6.	As on date of submission of the proposal, the Bidder should not be debarred under the conditions specified in sub-section 5.7 (Debarment from Bidding) of the RFP.	Certificate from the Key Managerial Personnel as per the format mentioned at Annexure-2 Form PQ7 of this RFP.

Table 5: Pre-qualification criteria

7.2.2. Technical Evaluation Criteria

This section provides details on the technical evaluation criteria. While the Bidder will be evaluated on the technical evaluation criteria mentioned below, all the documents/forms specified in [Annexure III \(Technical Proposal Format\)](#) are also required to be mandatorily submitted and non-submission may lead to rejection of the Proposal.

Note-

1. The overall technical cut-off will be 60%.
2. To qualify in the technical evaluation stage, it is mandatory for the bidders to qualify in each of the sections and sub-sections specified against each sub evaluation criteria (provided in later sub-sections). It is clarified explicitly that if any bidder fails in any one sub-section but overall scores equal to or more than 60% score then the bidder will be disqualified.
3. The bidders who qualify the minimum technical cut-off i.e., 60 % overall and in each sub-section of technical evaluation shall be assigned marks based on their proposals. The bidder with highest total marks shall be placed at T1 and subsequent bidder on T2 and so on.
4. The following sections explain how the bidders will be evaluated on each of the evaluation criteria
The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following sub-sections.

Sl. No.	Evaluation Criteria	Total Marks	Minimum Cut-off
1	Resources and Experience of Agency	50	>=30
2	Approach and Methodology	40	>=24
3	Presentation	10	>=6
Total		100	>=60

Table 6: Technical evaluation criteria (summary)

7.2.2.1. Resources and Experience of the Agency

1. For a project of such a scale and complexity, it is imperative that the bidder should deploy best in class professionals to ensure successful execution of this project.
2. All proposed resources should be Indian citizens. SHA may at any point in time during the course of the project ask for a proof of the same.

#	Criteria	Max. Marks	Scoring
1	Years of experience in Hospital audit and / or Field Audits	20	More than 3 years – 20 Marks 2 - 3 years – 15 Marks 1 - 2 years – 10 Marks
2	Years of experience of Hospital / Field Audit Govt Health Insurance schemes	10	More than 2 years – 10 Marks 1 - 2 years – 5 Marks
3	Years of experience of Operations in Kerala	10	More than 2 years – 10 Marks 1 - 2 years – 5 Marks

#	Criteria	Max. Marks	Scoring
4	Recognition / appreciation / awards won from any govt insurance organization	10	At least 1 award / certificate of appreciation from any state / union govt insurance organization – 10 Marks

7.2.2.2. Approach and methodology

Bidders are required to submit a **write-up of the proposed Approach and Methodology as per the requirements specified in the scope of work**. It will be marked by the EC.

Proposed technical approach toward conducting field Audit and verification under PM-JAY. (Should not be more than 6 pages) The approach will be assessed based on

- i. Understanding of AB-PMJAY - KASP (Maximum 1 page)
- ii. Agency's approach for PMJAY field investigation and verification (Maximum 3 pages) which should include
 - a. steps followed for field investigation,
 - b. plan for field investigation,
 - c. deployment of Human Resources,
 - d. proposed timelines,
 - e. technological solutions available for field investigation (if any),
 - f. formats for field investigation and outcome reporting, etc
- iii. Proposed strategy for ensuring ethical practices, maintaining security and confidentiality of data (Maximum 2 pages)

7.2.2.3. Presentation

In addition to the technical bid documents, bidder will need to prepare a technical presentation covering all aspects. The focus of the presentation should be to showcase understanding of the requirements, approach and methodology proposed and technical support for the project.

The technical presentation is not to be submitted along with the technical bid; bidder's will be notified separately for technical presentation (refer section 2 (Fact Sheet)). The presentation will be marked by EC.

8. Award of Contract and Payment Terms

8.1. Award Criteria

1. All Bidders qualifying the technical evaluation criteria will be eligible for award of work for a period decided by SHA. Any extension beyond initial duration will be for a term as may be mutually agreed between the Parties. However, extension may be done at sole discretion of SHA.
2. The allocation of work will be done to the agency which has qualified in the technical evaluation and has quoted the lowest (L1) rate.

8.2. Allocation of Work by SHA

The work shall be allotted in the following manner -

1. Work Orders will be issued by SHA at its sole discretion considering the priority of the available hospitals accordingly.
2. SHA will reserve the right to allocate the work to single agency, if others agencies not found eligible.
3. Work Orders will be issued by SHA at its sole discretion considering factors such as availability of human resource, volume of work, urgency of work, capacity to handle the given volume, conflict of interest or any other factor as deemed suitable by SHA. The decision of SHA would be final and binding on all parties.
4. The allocated work has to be completed in a period of three (3) months. Any extension beyond the three months will invoke penalty as per Section 8.8.

8.3. Performance Guarantee

The SHA will require the selected bidder to provide a Performance Bank Guarantee/Performance security, within 7 days from the Notification of award of work order. The Performance Guarantee shall be kept valid by the bidder till completion of the work order. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the work order. In case the selected bidder fails to submit performance guarantee within the time stipulated, the SHA at its sole discretion may cancel the work order without giving any notice. SHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or SHA incurs any loss due to Bidder's negligence in carrying out the work order as per the agreed terms & conditions. The performance guarantee/security may either be submitted as per format indicated in Annexure IV of this RFP or through an account payee demand draft.

8.4. Contract Signing

1. Within 5 days of receipt of the notification of award or letter of intent (LOI), the successful Bidder(s) shall communicate its acceptance to the said letter of intent.
2. Within 14 days of issuance of acceptance of LOI,
 - a. the successful bidder shall execute the Services Agreement / contract and the non-disclosure agreement (NDA) in this RFP.

- b. The successful bidder shall share with SHA, the names and detailed Curriculum Vitae (CV) of their key resources who will undertake the field investigation (i.e. MBBS Doctors and Nursing graduates, as described by the bidder during evaluation process) in the CV format as given in section 12.5 of Annexure III of this volume of the RFP
3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the SHA in its sole discretion), the SHA shall have the right to reject the successful bidder and award the work to the next successful bidder.

8.5. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the empanelment.

8.6. Payment Terms

1. The undisputed payments shall be made to the selected agency on the basis of the amount specified in the work order i.e., the payments shall be made to the agency on the discovered L1 rate as per RFP upon the completion of work order given to agency subject to service levels and penalties described in section 8 of this RFP.
2. The agency to get the assigned work reviewed from the SHA and once SHA accords its acceptance then only the undisputed payments shall be given to the agency for the work order. However, during review if any rework is required then the same shall be done by the agency at no extra cost to SHA.
3. The total cost shall include all kinds of costs/taxes except GST.
4. Cost of travels (if any) is required to be borne by the agency itself. The bidders are required to quote an all-inclusive cost in the commercial proposals.
5. Only GST (goods and services tax) shall be paid by the SHA. Any other cost (including tools/software/hardware) related to fulfilment of the requirements shall be exclusively borne by the agency.
6. The payments to the selected agency shall be made after the completion of work subject to the terms and conditions stipulated herein. Advance payments will not be made.
7. The agency to prepare a monthly "work done report" and submit to SHA. The agency shall also submit a "Total Work done Report" after the completion of work.
8. The payments which are linked to acceptance of the deliverables will be released to Agency only on satisfactory acceptance of the deliverables for each Service as per Work Order. Each of the Services, as specified in the Scope of Work, to be rendered by the Agency under the terms of this Agreement, shall be provided in accordance with the instructions and requirements of the Purchaser, as notified to Agency in writing. The fee payable for Services as specified in the Purchase orders shall be paid in accordance with the payment schedule mentioned herein above; provided that the Purchaser shall have the right to require phased deployment of Services and personnel required for performance of such Services, and Agency shall ensure commissioning of such Services and deployment of the required personnel in accordance with such instructions of the Purchaser.
9. It is expressly agreed that the price/fees mentioned in the Proposal by the agency shall be deemed to include all ancillary and incidental costs and charges that are necessary for accomplishment of the scope of work and obligations mentioned in the RFP and this Agreement. No invoice for extra work/charge order on account of change order will be submitted by the agency unless the said extra work / change order has been authorized / approved by the Purchaser in writing in accordance with the clause on Change Order.

10. The payment will be released to the agency within 30 days of due diligence and acceptance of the invoice by SHA
11. The TAT for resolving queries if audit findings are not satisfactory would be 1 month

8.7. Service Levels on resource deviation

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

Table 7: Service Levels

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

8.8. Penalties

In the event of incomplete/malefice/inaccurate investigation reports and the charges are found to be reasonably proven, a gradation of penalties may be levied by the SHA on agency for incomplete/delayed/incorrect/forged/misleading reporting as mentioned below. The following are the penalties pertaining to project delivery:

Case issue	First offence	Second offence	Third offence
If the investigation / Audit report is incomplete / delayed or indicates casual investigation without adequate due diligence / supporting evidence.	A penalty of up to three (3) times the concerned transaction / claim amount will be levied on the agency.	A penalty of up to five (5) times the transaction / claim amount will be levied on the agency.	Blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.
Manipulation or suppression of facts to support / fudge the findings or collusion of any kind between the agency and the entities involved in the investigated case.	A penalty of up to 20 times the transaction / claim amount will be levied on the agency.	Blacklisting or any other punitive action (including civil and / or criminal case) as deemed fit by the Competent authority.	
In case of unruly /unprofessional behaviour by agency personnel working as investigator with the empanelled agency leading to above two penalties.	A show-cause notice will be issued to agency. Agency shall respond within 3 working days of receiving the notice.	A formal warning letter will be issued to agency stating repetition will result in blacklisting.	Blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.
Investigator accepting cash or any other gifts from hospitals to fudge the investigation report.	Blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority		
Investigator shares the investigation findings with any outsider, with other hospitals or with the investigated hospital(s)	A show-cause notice will be issued to agency. Agency shall respond within 3 working days of receiving the notice.	A formal warning letter will be issued to agency stating repetition will result in blacklisting.	Blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.
Delay in the completion of work within the stipulated time	A penalty of up to ₹3000 per day will be levied on the agency		

- I. In case any of the services performed by the appointed Agency fail to conform to the assigned work order or in the event of failure of the work order due to indifferent (such as inadequate interactions with SHA), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency, then SHA may decide to abort the contract because of such failure and shall encash the PBG for that work order.
- II. Limitation of Liability (LoL): The aggregate liability of the agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total contract value to the agency hereunder. The preceding limitation shall not apply to liability arising as a result of the agency's fraud or wilful misconduct in performance of the services hereunder.
- III. Manipulation or suppression of facts to support/fudge the findings or collusion of any kind between the agency and the entities involved in the audited case, a penalty of up to 10 times the transaction/claim amount will be levied on the agency and any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.
- IV. In case malpractice/unethical behaviour is observed by medical professional engaged by the agency, such incident would also be reported to MCI/Sate medical council and medical professional groups.
- V. The decision about quality of service shall be decided by the SHA either using its own resources or using any other agency and by following the process as it may deem fit.

9. Conditions of the Contract

9.1. Intellectual Property Rights

- i. Each Party acknowledges that the ownership of and all rights in relation to Intellectual Property of either Party or any third party on Pre-existing Work shall continue to remain property of that Party or the third party, 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 this Agreement. However, to the extent Agency's Pre-existing Work is embedded in the deliverables and/or work developed or prepared under the RFP/Agreement, Agency agrees that it shall grant to SHA non-exclusive, perpetual, fully paid-up license to use its Pre-existing Work in the form delivered to it in connection to the Agreement.
- ii. Neither Party may use the trademarks of the other Party without the prior written consent of the other Party.
- iii. Agency acknowledges that all deliverables / reports / work developed, prepared and completed including work-in-progress, during the Term of the Empanelment and extension thereof, shall belong to SHA and shall remain sole and exclusive property of SHA and all the Intellectual Property Rights in respect of the same shall vest with SHA. Agency acknowledges that all such deliverables / work shall be "work made for hire" by Agency for SHA.
- iv. Agency acknowledges that the deliverables / work prepared under this Agreement shall be considered as "work made for hire" by the Agency for SHA, and, therefore, deliverables shall remain the sole and exclusive property of SHA.
- v. Agency shall bear full responsibility for the intellectual property violation, and any compensation / fines / damages in this regard shall be fully borne by the Agency. If, as a result of such violation, SHA is enjoined from using such Third Party IPR or any part thereof or in is likely to be enjoined, 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 from the third-party claiming infringement, or (ii) obtain the right for SHA to continue use of such Third Party IPR.
- vi. Ownership of Documents: The Purchaser shall own all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Agency in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by the Purchaser, the Agency shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the agency in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Agency shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

9.2. Taxes & Duties

The Agency is liable for all taxes and duties etc. as applicable. All prices quoted for the purpose of this RFP and the resultant agreement/contract shall be inclusive of all applicable taxes.

9.3. Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Agency. In the event of delay or any gross negligence in implementation of the project, for causes solely attributable to the Agency, in meeting the deliverables, SHA shall be entitled at its option to recover from the Successful Bidder as agreed, liquidated damages, a sum of <0.5%> of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of <9%> of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to SHA under the contract and law. Once the maximum deduction is reached, SHA may consider termination of the Contract.

9.4. Events of Default, Termination and Suspension

9.4.1. Events of Default

- i. The failure on the part of the Agency to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the Agency. The events of default as mentioned above may include, inter-alia, the following:
 - a. the Agency has failed to perform the obligations under this Agreement; or
 - b. Agency has exceeded cap on any liquidated damages;
 - c. the Agency or its team has failed to conform with any of the service specifications as set out in the RFP or this Agreement;
 - d. the Agency has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Proposal, the RFP and this Agreement;
 - e. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency;
 - f. The Agency or Sub-contractor has failed to comply with or is in breach or contravention of any Applicable Laws;
 - g. There is an undue delay in achieving the agreed timelines for delivering the services under this Agreement due to reasons attributable to the Agency;
 - h. Where it comes to the Purchaser's attention that the Agency or sub-Contractor is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Agency's Proposal, the RFP or this Agreement;
 - i. not providing support for effecting data migration or not providing the certification of User Acceptance
 - j. If it comes to knowledge of the Purchaser that the Agency or any of their personnel or their sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- ii. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, the Purchaser shall issue a notice of default to the Agency, setting out specific defaults deviances omissions and providing a period of up to thirty (30) days to enable the Agency to remedy the default/deviances omissions committed.

- iii. Where despite the issuance of a default notice to the Agency by the Purchaser the Agency fails to remedy the default to the reasonable satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the Agency another default notice or proceed to adopt such remedies as may be available to the Purchaser including but not limited to the remedies provided in clause 9.4.2 (Consequences for Events of Default) below.
- iv. The Purchaser may by giving a one month's written notice, terminate this Agreement if a change of control of the Agency has taken place. For the purposes of this Clause, in the case of Agency, change of control shall mean the events stated in Clause 9.7 (Change of Control), and such notice shall become effective at the end of the notice period as set out in Clause 9.7 (Change of control).
- v. In the event that Agency undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Agency by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Purchaser may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Agency.

9.4.2. Consequences for Events of Default

Where an Event of Default subsists or remains uncured even after expiry of 30 days as mentioned in clause 9.4.1 (ii) (Events of Default), the Purchaser shall be entitled to:

- i. Impose any such reasonable obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the project which the Agency shall be obliged to comply with. The Agency shall in addition take all available steps to minimize loss resulting from such event of default.
- ii. Suspend all corresponding and relevant payments to the Agency under the Agreement (except for milestones which have been successfully achieved) by written notice of suspension to the Agency provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Agency.
- iii. Terminate this Agreement in full or in part.
- iv. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the Agency which may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

9.4.3. Termination for Breach

The Purchaser may, terminate this Agreement by giving the Agency a prior and written notice of up to 30 days indicating its intention to terminate where the Purchaser is of the opinion that there has been such Event of Default on the part of the Agency which has not been cured within the 30 days' notice period provided under clause 9.4.1 (ii) (Events of Default). The Purchaser may, in its sole discretion, afford a further reasonable opportunity to the Agency to explain the circumstances leading to such a breach and may increase the time limit for curing such breach before terminating the Agreement.

9.4.4. Termination for Convenience

9.4.4.1. The Purchaser may, by written notice of 30 (thirty) days sent to the Agency, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. The Purchaser may, at its discretion, relax or absolve the Agency from following the timelines and/or Service Levels related to the part of the Agreement which is being terminated.

9.4.4.2 Upon receipt of the notice of termination under this clause, the Agency shall either as soon as reasonably practical or upon the date specified in the notice of termination:

- i. Cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the Services already executed, or any work required to leave the site in a clean and safe condition
- ii. Terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 9.4.2 (iv) (b) (Consequences for Events of Default) below;
- iii. Remove all Agency's Equipment from the site, repatriate the Agency's, remove from the site any wreckage, rubbish, and debris of any kind (provided Agency personnel was operating from SHA Site);
- iv. In addition, the Agency shall:
 - a. Deliver to the Purchaser the parts of the Services executed by the Agency up to the date of termination;
 - b. To the extent legally possible, assign to the Purchaser all right, title, and benefit of the Agency to the Services, or documents, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Agency and its Subcontractors;
 - c. Deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Agency or its Subcontractors as of the date of termination in connection with the Services.

9.4.5. Effects of Termination

- i. In the event that Purchaser terminates this Agreement pursuant to failure on the part of the Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Agency may be forfeited.
- ii. Upon termination of this Agreement, the Parties will comply as per the Schedule II (Exit Management Schedule) of this Agreement.
- iii. In the event that Purchaser or the Agency terminates this Agreement, the compensation will be decided in accordance with the Terms of Payments of this Agreement.
- iv. Purchaser agrees to pay Agency for i) all undisputed charges for Services Agency provides and any Deliverables (or part thereof) Agency delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided by the Nodal Agency as per Exit Management criteria notified by SHA time of such termination and also ii) reimbursable expenses Agency incurs through termination.
- v. If Purchaser terminates without cause, Purchaser also agrees to pay any applicable adjustment expenses (undisputed) to Agency incurs as a result of such termination (which Agency will take reasonable steps to mitigate).

- vi. In the event of termination of the Contract under Clause 9.4.4 (Termination for Convenience), the Purchaser shall pay such undisputed amounts to the Agency which are listed as follows:
 - a. The Contract Price, properly attributable to the parts of the Services executed by the Agency as of the date of termination;
 - b. Any amount to be paid by the Agency to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
 - c. The cost of satisfying all other obligations, commitments, and claims that the Agency may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Clauses 9.5.5 (iv) (Effects of Termination) above.
 - d. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under law.
 - e. Any and all payments under this clause shall be payable only after the Agency has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Purchaser. In case of expiry of the Agreement, the last due payment shall be payable to the Agency after the Agency has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Purchaser.

9.4.6. Rights other than Termination

- i. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- ii. The termination provisions set out in this section 9 & 14 are in addition to any termination rights that the Purchaser may have under this Agreement/RFP and are in addition to, and without prejudice to, other rights that the Purchaser may have under law and this Agreement.

9.4.7. Termination of this Agreement due to bankruptcy of Agency

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

9.4.8. Suspension

- i. The Agency shall, if ordered in writing by the Purchaser, temporarily suspend the performance of any Services or provision of any Goods or any part thereof under this Agreement for such specified/ ordered period and time. The Purchaser shall inform the Agency about such suspension at least 15 days in advance. The Agency shall not be entitled to claim compensation for any loss or damage incurred by the Agency by reason of such temporary suspension of the services for a continuous period of 30 days. The Purchaser may consider suitable compensation to the Agency in event of suspension extending beyond a continuous period of 30 days. An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the Agency, if written request for the same is made. In case the

suspension of the Services / provision of the Goods lasts for a period of more than 3 months, the Agency shall have the right to request the Purchaser to pay reasonable immobilization and mobilization charges as may be consented to by the Purchaser.

- ii. In the event the Purchaser suspends the progress of work for a period in excess of 30 days in aggregate, rendering the Agency to extend the Agency's Performance Guarantee then the Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the Agency producing the requisite evidence from the concerned bank.

9.5. Indemnity

Agency (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation (including attorney fees) etc. on account of bodily injury, death or damage to tangible personal property arising in favor of any person, company or other entity (including the Indemnified Party) attributable to - the Indemnifying Party's negligence, willful default or lack of due care. The Indemnifying Party shall also indemnify Indemnified Party from and against all direct monetary losses, damages etc. suffered by Indemnifying Party or any third party arising out of any defect, fault, deficiency in the Services by the Indemnifying Party or any of its personnel's.

9.6. Relationship

a. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the SHA (or the Government Department) and the "Agency". No partnership shall be constituted between SHA (or the Government Department) and the 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. Agency shall be fully responsible for the services performed by them or on their behalf.

b. Agency shall not use SHA /AB PMJAY name or any service or proprietary name, mark or logo of Associated with SHA over any media for promotional/or non-promotional purposes without first having obtained the SHA's prior written approval over the content and media for such release.

9.7. Change of Control and Updation of Service Levels:

9.8.1 In the event of a change of Control of the Agency during the Term, the Agency shall promptly notify the Purchaser of the same. And any change shall be allowed as per prior written approval of SHA as per Change control Note and Schedule Annexed as Annexure IX. and Schedule I. At no point in time this RFP is transferable.

9.8.2. 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 Service Levels as and when required.

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

- a. Any and all changes to the Service Levels will be initiated in writing between the Purchaser and the Agency, the Service Levels in this Agreement shall be considered to be standard for the Purchaser
- b. Only the Purchaser or the AGENCY may initiate a revision to the Service Levels;
- c. A notice of the proposed revision (“Service Levels Change Request”) shall be served to the Purchaser or the Agency as the case may be;
- d. In the event that agency approves of the suggested change the change shall be communicated to all the Parties and the Service Levels Change request would be appended to the Agreement;
- e. The Purchaser shall update and republish the text of Agreement annually to include all the Service Levels Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within days of such change taking place.

9.8. Representations and warranties of the Agency:

The AGENCY represents and warrants to the Purchaser or its nominated agencies represents (Such representations shall remain in force during the Term and extension thereto), the following:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) it is a competent provider of a variety of information technology and business process management services;
- c) agrees to abide by SHA Information and Security Policy and other applicable guidelines as notified by SHA from time to time
- d) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- e) 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 Agency has the power and the authority that would be required to enter into this Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Agreement and to provide services sought by the Purchaser under this Agreement;
- h) That the Agency and its team has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the tender and this Agreement;
- i) That the Agency shall ensure that all licenses, processes, documents, etc., developed, procured, deployed and created for the services during the term of this agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements for the purpose of its deliverables under the project;
- j) The Agency team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Agreement. The Agency shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever

shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof;

- k) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- l) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Purchaser's normal business operations
- m) This 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 this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- n) The information furnished in the AGENCY 's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- o) That the representations made by the Agency in its Proposal and in this Agreement are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Agreement and the RFP and unless the Purchaser specifies to the contrary, the Agency shall be bound by all the terms of the Agreement;
- p) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- q) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this 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 this Agreement;
- r) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- s) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- t) That the 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 Agency which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;
- u) no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit

to state a material fact necessary to make such representation or warranty not misleading; and

- v) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

- w) Where the Purchaser deems necessary, it shall have the right to require replacement of any personnel with other personnel and the Service Provider shall in such case find of the suitable replacement for such personnel to the satisfaction of the Purchaser at no additional charge. Failure on the part of the Service Provider to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Service Provider all losses/ or other damages that may have resulted from such failure. In case the Service Provider replaces the personnel without appropriately appointing another without proper written and recorded knowledge transfer, the Service Provider shall ensure the smooth continuation of Services at its own costs and shall ensure to providing forthwith, suitable personnel which is acceptable to the Purchaser at no additional charge. In case of a replacement of the personnel, the personnel shall have the qualification at least as good as the replaced subcontractor and/or as agreed by the Purchaser.

9.9. *Audit Access and Reporting:*

The Agency shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the Agency and which relates to the provision of the Services as per this Agreement/RFP.

9.10. *Severability and Waiver*

i. If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

ii. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

9.11. **Assignment**

- (a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Purchaser, the Agency, the Sub-contractor and their respective permitted successors and permitted assigns.
- (b) The Agency and Sub-contractor shall not be permitted to assign or transfer any or all of its rights and obligations under this Agreement to any third party without the prior written permission of the Purchaser.
- (c) The Purchaser may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to Purchaser or any of its nominees.

9.12. **Publicity:**

Except as required by law or the rules and regulations Agency shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, without prior reference to and approval in writing from SHA, such approval not to be unreasonably withheld or delayed.

9.13. **Notices**

- a. Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- b. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

Executive Director, State Health Agency
8th Floor, Artech Meenakshi Plaza,
Opposite Govt. Women & Children's Hospital, Thycaud,
Thiruvananthapuram – 695 014
Tel: 0471 4063121
Email: statehealthagencykerala@gmail.com

With a copy to:

Agency

Tel:

Fax:

Email:

Contact:

- (c) In relation to a notice given under the Agreement, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- (d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of

transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

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

9.14. *Variations and Further Assurance*

(a) No amendment, variation or other change to this Agreement or the Service Levels shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of this Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the Service Levels.

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

9.15. *Approvals and Required Consents*

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

9.16. *Compliance with Applicable Law*

i. The Agency shall comply with the provision of all applicable laws including information technology laws, data protection guidelines, Privacy laws, labor laws, rules, regulations and notifications issued there under from time to time. All safety and laws enforced in India by statutory Bodies and/or by government order and by the Purchaser shall be applicable in the performance of this Agreement and the Agency shall abide by these laws. The Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Agency shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

ii. Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Agency as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement. All legal disputes are subject to the exclusive jurisdiction of New Delhi, courts only.

iii. During the tenure of this Agreement, the 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 this Agreement and nothing shall be done by the Agency or any of the Sub-contractor in contravention of any Applicable Law or any amendment thereof.

9.17. Professional Fees

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

9.18. Ethics

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

9.19. Amendment

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

9.20. Limitation of Liability

Except due to willful default and negligence the liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. Thus, Agency's total liability shall be limited to the Total contract Value mentioned in all the SOWs (statement of Work Order's) entered between SHA and the Agency till the date on which such liability arises.

The liability cap given under this Clause shall not be applicable to the infringement of confidentiality obligation, indemnity obligations, Bodily injury (including death) and damage to real property and tangible personal property caused by Agency's act/ omission. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by SHA on the Agency under this project.

9.21. Force Majeure:

9.21.1. Definition of Force Majeure

“Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

9.21.2. Force Majeure events

A Force Majeure shall include, without limitation, the following:

- i. War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- ii. 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;
- iii. Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

9.1.1. 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.

9.1.2. 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.

9.1.3. 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 9.21 (Force Majeure).

9.1.4. No delay or nonperformance by either party to this Agreement caused by the occurrence of any event of Force Majeure shall:

9.1.5. Constitute a default or breach of the Contract;

9.1.6. 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.

9.1.7. 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.

- 9.1.8. In the event of termination pursuant to Clause 9.21 (Force Majeure), the rights and obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination.
- 9.1.9. Notwithstanding Clause 9.21, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Agreement.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Agency under this Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this 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, Service Provider 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).

9.22. *Confidentiality*

- ii. The Purchaser or its nominated agencies shall allow the Agency to review and utilize highly confidential public records and the Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- iii. Additionally, the Agency shall keep confidential all the details and information with regard to the Project, including services, facilities, operations, management and maintenance of the facilities.
- iv. The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Agency regarding any forbidden disclosure.
- v. The Agency shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non-disclosure agreements, in the format as provided by the Purchaser. The implementing agency may submit a declaration that it has obtained the NDA from its employees. Agency shall get NDAs signed from every resource involved in the project and submit it to purchaser as per Annexure VIII.
- vi. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - Information already available in the public domain;
 - Information which has been developed independently by the Agency;
 - Information which has been disclosed to the public pursuant to a court order.
- vii. Any handover of the confidential information needs to be maintained in a list, both by Purchaser & Agency, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

9.23. Risk Purchase:

If the Agency fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach of any obligations of the Agency under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the Agency's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services/ Deliverables shall be borne by the Agency. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Bank Guarantee provided by the Agency under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process The procurement from alternate source shall be done, as far as possible, through Central Government's procurement guidelines as deemed appropriate by the Purchaser.

10. Annexure I: Template for Pre-Bid Queries

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

Sheet 1: Bidder's Information

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

Table 8: Pre bid queries (bidder's information)

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

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

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

Table 9: Format for pre bid queries

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

Notes –

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

11. Annexure II: Pre-Qualification Proposal Format

11.1. Form PQ1: Pre-qualification bid submission letter

<To be printed on Company letterhead>

<No.....>

<Location, Date>

To

State Health Agency Kerala (SHA),
5th and 8th Floor, Artech Meenakshi Plaza,
Opposite Government Women and Children's Hospital
Thycaud,
Thiruvananthapuram, 695 014
Ph. No. 0471 4063121

Subject: Submission of the Pre-Qualification bid for RFP for <.....>

Dear Sir,

We, the undersigned, offer to provide the consultancy services with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification bid.

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

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

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

11.2. **Form PQ2: Profile of Bidder**

The following details are to be submitted for the bidder.

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

Table 10: Profile of Bidder Format

11.3. **Form PQ3: PQ Checklist**

Bidders are required to submit their compliances to the pre-qualification criteria for Bidder, along with documents required, as stated in section 7.2.1 (Pre-qualification criteria) of this RFP as below-

11.4. **Form PQ4: Details of litigation**

The certificate below is to be provided by the Bidder-

<To be printed on Company letterhead>

Certificate for Pending Litigation on Fraud cases, FEMA Violations

We confirm that our organization < insert name of organization> as on date of submission of the proposal for RFP # <.....> Dated <.....> for Empanelment of agencies for conducting Field Investigation and Verification under PM-JAY has not been involved in any litigation which may include but not be limited to fraud, FEMA violations that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Sincerely,

(Signature of the Authorized signatory of the Bidder)

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

11.5. Form PQ5: Format- Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

Certificate for undertaking for No Conflict of Interest

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

1. We are not involved in processing and payments of claims of a state for which it is given the field investigation and verification work order.
2. We or none of our proposed resources has any ownership in hospitals empaneled under PMJAY.
3. We do not have on our role/contract an investigator who in his/her clinical or otherwise capacity has been found to be involved in unethical practices or has been associated with an entity involved in fraudulent activity or has been issued show cause notice under PMJAY or any other similar scheme, insurance contracts etc. during last 3 years.
4. Receive or have received any direct or indirect subsidy from any of them; or
5. Have common controlling shareholders; or
6. Have the same legal representative for purposes of this Bid; or
7. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
8. Influence the decisions of SHA regarding this bidding process; or
9. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
10. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
11. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the bidders taking part in the bid process.

(Signature of the Authorized signatory of the Bidder)

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

11.6. Form PQ6: Format – self declaration for non-black listing

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the proposal is not blacklisted or banned by any ministry/department/attached offices/subordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Key Managerial Personnel)

11.7. Form PQ7: Format – self declaration for non-debarment

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

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

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

Sincerely,

(Signature)

(Name and signature of Key Managerial Personnel)

12. Annexure III: Technical Proposal Format

12.1. Form Tech1: Technical bid covering letter

<To be printed on Company letterhead>

<No.....>

<Location, Date>

To

State Health Agency Kerala (SHA),
5th and 8th Floor, Artech Meenakshi Plaza,
Opposite Government Women and Children's Hospital
Thycaud,
Thiruvananthapuram, 695 014
Ph. No. 0471 4063121

Subject: Submission of the Technical bid for RFP for <.....>

Dear Sir/Madam,

We, the undersigned, offer to provide services as per RFP for <.....> with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our technical bid.

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

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

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

12.2. Form Tech2: Proposed Approach and methodology

Provide details of the entire approach and methodology (including details required as per scope of work section 4 of this RFP), along with the key differentiators covering all requirements as laid out in the RFP. Bidder must cover all aspects of the solution showcasing the suitability to meet all the requirements listed out in the RFP.

12.3. **Form Tech3: 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 RFP no. _____ dated _____ issued by State Health Agency 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 RFP in either direct or indirect form.

(Signature of Authorized Signatory)

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

12.4. **Form Tech4: Total Responsibility**

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

<To be printed on Company letterhead>

This is to certify that we [insert name of Bidder company] undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP <Insert RFP #, Dated ____> issued by State Health Agency for the duration of the contract mentioned in RFP.

(Signature of Authorized Signatory)

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

12.5. **Form Tech5: CV Format**

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

S. No.	Item		Bidder's Response	
Educational Background, Training Certification including institutions, % of marks, specialization areas etc.				
S. No.	Degree	Year of Award of Degree	University	% of marks
1				
2				

13. Annexure IV: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

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

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

Date.....

To

State Health Agency Kerala (SHA),
5th and 8th Floor, Artech Meenakshi Plaza,
Opposite Government Women and Children's Hospital
Thycaud,
Thiruvananthapuram, 695 014
Ph. No. 0471 4063121

Dear Sir,

1. In consideration of the National Health Authority, Government of India, on behalf of the Executive Director (ED), SHA on behalf of the Authority, (hereinafter referred to as the 'SHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Agency" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Agency, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding ₹. (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Agency merely on a demand from the SHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SHA by reason of breach by the said Agency(s) of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the SHA and the Agency or any dispute pending before
3. Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the SHA discharges this guarantee.
4. The SHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Agency. The SHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency, and to exercise the same at any

time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the SHA and the Agency or any other course or remedy or security available to the SHA. The Bank shall not be released of its obligations under these presents by any exercise by the SHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the SHA or any other indulgences shown by the SHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

5. The Bank also agrees that the SHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee the SHA may have in relation to the Agency's liabilities.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
7. Notwithstanding anything contained hereinabove:
 - a) Our liability under this guarantee is restricted to ₹. (in words & figures).
 - b) This Bank Guarantee will be valid up to; and
 - c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2019 at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

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

14. Annexure V: Integrity Pact

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20__, between, on one hand, the President of India acting through Executive Director, State Health Agency, Government of Kerala (hereinafter called the "The Principal"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

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

Preamble

The principal intends to award, under laid down organizational procedures, contract Empanelment of agencies for conducting Field Investigation and Verification under PM-JAY for SHA/SHA. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

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

Section 1 – Commitments of the Principal.

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the principal's employees involved in the tender

process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to 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) / Sub-contractors(s).

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

Section 8: Independent External Monitor/Monitors

1. The principal appoints competent and credible Independent External Monitor for this Pact after approval by 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 Executive Director, SHA.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Executive Director, SHA and recuse himself/herself from that case.
5. The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Executive Director, SHA within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should be occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Executive Director, SHA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Executive Director, SHA 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 Vigilance Commissioner.
9. The word **“Monitor”** word includes both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal.
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)

15. Annexure VII: Draft MSA

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

BETWEEN

----- having its office at -----
----- India hereinafter referred to as 'Purchaser' or 'SHA' 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, 2013, having its registered office
at <***> (hereinafter referred to as 'the Agency/Receiving Party' which expression shall,
unless the context otherwise requires, include its permitted successors and assigns).

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

WHEREAS:

1. Purchaser is desirous to implement the project of -----.
2. The Purchaser and AGENCY have entered into a agreement in furtherance of the Project.
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

15.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in Empanelment Agreement read with RFP.

15.2. Interpretation

In this Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to this 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 agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
- (f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <***> are generally open for business;
- (h) references to times are to Indian standard time;
- (i) a reference to any other document referred to in this 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 this Agreement.

15.3. 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.

15.4. Ambiguities within Agreement

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

- (a) as between two Clauses of this 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 this 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 this Agreement, the Agreement and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the Agreement and this Agreement, the provisions contained in the Agreement shall prevail over this Agreement.

15.5. Term

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

15.6. 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, documents, software, prototypes and/or technical information, and all copies and derivatives containing 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.

15.7. 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 this Agreement and get an individual NDA signed from such employees which replicates the provisions of confidentiality as dealt in this Agreement;

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

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

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

(g) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.

(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.

15.8. *Exceptions to confidential information*

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

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

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

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

15.9. *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 this 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 this 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 this Agreement.

(d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this 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.

15.10. *Dispute resolution*

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

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

(c) During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, then any such dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this 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 Kerala to entertain any disputes.

(b) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this 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.

15.11. *Variation*

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

15.12. *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 this 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 this Agreement;

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

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

15.13. *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.

15.14. *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 this Agreement are abrogated and withdrawn.

15.15. *Severability*

If for any reason whatever, any provision of this 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 this Agreement or otherwise.

15.16. *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 this Agreement.

15.17. *Third parties*

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this 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 this Agreement.

15.18. *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.

15.19. *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 this 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: Executive Director, State Health Agency (SHA) Kerala

Address: 8th Floor, Artech Meenakshi Plaza,

Opposite Govt. Women & Children's Hospital, Thycaud,

Thiruvananthapuram – 695 014

Tel: 0471 4063121

Email: statehealthagencykerala@gmail.com

With a copy to:

If to the AGENCY:

Attn. <***>

Phone: <***>

Fax No. <***>

15.20. 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 this Agreement shall be in writing and in the English language.

15.21. Counterparts

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

15.22. Mitigation

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

15.23. 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 this 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 AGENCY by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

16. Annexure VIII. Non-Disclosure Agreement (Individual)

Information plays an important role in providing a competitive edge. The intangible assets of an organization, such as know-how, contacts, technical information, and employee information, are often more valuable than most tangible assets.

In consideration of being employed by <> (hereinafter called the Company), I agree with the Company as follows-

I abide that during my employment; I may come in contact with highly classified projects and information. I, as an employee, certify that I will not disclose, publish or advertise (through print media or electronic media), divulge, release, or make known (through mere discussion or communication), in any manner or to any extent, to any individual (including friends, relatives or acquaintances) other than an intended recipient.

I hereby agree that, during my employment or thereafter, I will not use or disclose to others, without the written consent of the Company-

1. Any confidential or proprietary technical or other technical or classified information or trade secrets,
2. Third party information: Any information Company has received from others, which Company is obligated to treat as confidential,
3. Any confidential or proprietary information which is circulated within Company via its internal electronic mail system, intranet or otherwise.

Upon leaving the services of the Company, I shall surrender all confidential data and shall not reproduce such data thereof or information obtained by me as the result of my employment.

I hereby certify that I have read the non-disclosure agreement described above and I agree to the policies governing the disclosure of confidential information. I will fully and completely observe this directive and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time which otherwise may attract Indian Penal Sections applicable under the Indian Law.

Name

Signature

Date

SIGNED, SEALED AND DELIVERED

For and on behalf of the Purchaser by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

- 1.
- 2.

17. Annexure ix – Format for Change Control Notice

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

Schedule i – Change Control Schedule

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

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

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

CHANGE MANAGEMENT PROCESS

a. CHANGE CONTROL NOTE ("CCN")

- i. Change requests in respect of the AGREEMENT, the Project Implementation, the operation, the Service Levels or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure X (Format for Change Control Notice) hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- ii. The AGREEMENT and the Purchaser or its nominated agencies, during the Project Implementation Phase and the Purchaser or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation

Phase as set out in this Agreement.

- iii. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the AGREEMENT and accepted by the Purchaser or its nominated agencies or as decided and approved by Purchaser or its Nominated Agencies. For arriving at the cost / rate for change up to 25% of the project value, the payment terms and relevant rates as specified in Annexure D (BID) shall apply.

b. Quotation

The AGREEMENT shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the MS shall provide as a minimum:

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

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

c. Costs

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

d. Obligations

The AGREEMENT shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. AGREEMENT will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.

18. Annexure X – Format of Bid Securing Declaration

Bid Securing Declaration Form

Date: _____

Tender/RFP No.

To,

**State Health Agency Kerala (SHA),
5th and 8th Floor, Artech Meenakshi Plaza,
Opposite Government Women and Children's Hospital
Thycaud,
Thiruvananthapuram, 695 014
Ph. No. 0471 4063121**

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

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

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or 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 (where appropriate)

19. Annexure XII: COMMERCIAL PROPOSAL FORMAT

1. Form Commercial 1: Covering letter

<No.....>

<Location, Date>

To

**State Health Agency Kerala (SHA)
5th and 8th floor, Artech Meenakshi Plaza
Opposite Government Women and Children's Hospital
Thycaud, Thiruvananthapuram - 695014
Tele - 0471 406 3121, 0471 2960221
Email - statehealthagencykerala@gmail.com
Website - www.sha.kerala.gov.in**

Subject: Submission of the commercial bid for RFP for <.....>

Dear Sir/Madam,

We, the undersigned, offer to provide services with reference to your Request for Proposal bearing number <insert RFP no.> dated <insert date> and our Proposal. Our Commercial Bid is provided in the form below. The amount is inclusive of all duties, taxes and levies except GST.

1. PRICE AND VALIDITY

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

2. UNIT RATES

We have indicated in the relevant forms the unit rates.

3. BID PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

4. BID PRICE

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

5. QUALIFYING DATA

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

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the section 8 (Award of Contract) of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

We agree to abide by all the terms and conditions of all the volumes of this RFP document.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Yours sincerely,
(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

2. Commercial Form 2: Commercial bid format

Bidders are required to provide the commercial quotes as envisaged by them as given below:

Sl. No.	Activity	Total Indicative Quantity per contract	Total Cost of Activity
1	Field Audit & Verification	800	xx

1. The rates quoted must be inclusive of the following:
 - a) Cost for all the activities/scope of work as mentioned in the RFP document and
 - b) No extra item will be considered for payment.
 - c) Cost of material, Human Resources, transportation, equipment's, tools etc.
 - d) Any other cost direct or hidden, not mentioned above.
 - e) All taxes and levies etc. applicable during currency of contract excluding GST.

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

20. Annexure XI – Key sections of Indian Evidence Act, 1872

Collection of evidence shall be in accordance with Indian Evidence Act, 1872 as defined under:

20.1. Section 61: Proof of contents of documents.

The contents of documents may be proved either by primary or by secondary evidence.

20.2. Section 62: Primary Evidences

- the document itself produced for the inspection of the Court.
- a document when executed in counterpart, each counterpart being executed by one or some of the parties, each counterpart acts as primary evidence against the parties executing it.

20.3. Section 63: Secondary Evidences

- Certified copies of all the primary documents.
- copies made from the original by mechanical processes which in themselves ensure the accuracy of the copy, and copies compared with such copies
- copies made from or compared with the original
- oral accounts of the contents of a document given by some person who has himself seen it.
- counterparts of documents as against the parties who did not execute them.
- oral accounts of the contents of a document given by some person who has himself seen it.

20.4. Section 65: Secondary evidence may be given of the existence, condition, or contents of a document in the following cases: —

- In respect of subclause (a), (c) and (d), any secondary evidence of the contents of the document is admissible, where original has been destroyed or lost and cannot produce it in reasonable time or original is of such a nature as not to be easily movable; original is shown or appears to be in the possession or power;
 - of the person against whom the document is to be proved,
 - of any person out of reach or not subject to the process of the Court,
 - of any person legally bound to produce it,
 - and when, after the notice mentioned in section 66, such person does not produce it
- In respect of subclause (b), the written admission is admissible when the existence, condition or contents of the original have been proved to be admitted in writing by the person against whom it is proved or by his representative in interest
- In respect of subclause (e) or (f), a certified copy of the document, but no other kind of secondary evidence, is admissible, when the original is a public document within the meaning of section 74 and when the original is a document of which a certified copy is permitted by Indian Evidence Act, or by any other law in force in India.

- In respect of subclause (g), evidence may be given by any person who has examined them, and who is skilled in the examination of such documents where the originals consist of numerous accounts or other documents which cannot conveniently be examined in Court, and the fact to be proved is the general result of the whole collection.

20.5. Section 65A: Special provisions as to evidence relating to electronic record.

The contents of electronic records may be proved in accordance with the provisions of section 65B. **Section 65B: Admissibility of electronic records.**— Notwithstanding anything contained in this Act, any information contained in an electronic record which is printed on a paper, stored, recorded or copied in optical or magnetic media produced by a computer shall be deemed to be also a document, if the conditions mentioned in this section are satisfied in relation to the information and computer in question and shall be admissible in any proceedings, without further proof or production of the original, as evidence of any contents of the original or of any fact stated therein of which direct evidence would be admissible.

20.6. Section 67: Proof of signature and handwriting of person alleged to have signed or written document produced.

If a document is alleged to be signed or to have been written wholly or in part by any person, the signature or the handwriting of so much of the document as is alleged to be in that person's handwriting must be proved to be in his handwriting.

20.7. Section 67A. Proof as to electronic signature

Except in the case of a secure electronic signature, if the electronic signature of any subscriber is alleged to have been affixed to an electronic record the electronic signature of the subscriber must be proved.

20.8. Section 74: Public documents

Documents forming the acts, or records of the acts of the sovereign authority, or of official bodies and tribunals, or of public officers, legislative, judicial and executive, of any part of India or of the Commonwealth, or of a foreign country and public records kept 4[in any State] of private documents.

20.9. Section 75: Private documents

All other documents which do not fall under the provisions of Section 74 are private.

20.10. Section 77: Proof of documents by production of certified copies

Such certified copies may be produced in proof of the contents of the public documents or parts of the public documents of which they purport to be copies, and Court shall presume

every document to be genuine purporting to be a certificate, certified copy or other document, which is by Law declared to be admissible as evidence.

20.11. *Section 45: Opinions of expert*

Court to form an opinion upon a point of foreign law or of science, or art, or as to identity of handwriting or finger impressions, the opinions upon that point of persons especially skilled in such foreign law, science or art, or in questions as to identity of handwriting or finger impressions are relevant facts and such persons are called experts.

20.12. *Section 45A: Opinion of Examiner of Electronic Evidence*

In a proceeding, court to form an opinion on any matter relating to any information transmitted or stored in any computer resource or any other electronic or digital form the opinion of the Examiner of Electronic Evidence referred to in section 79A of the Information Technology Act, 2000 (21 of 2000), is a relevant fact.

20.13. *Medical evidences*

Medical evidences are admitted only when the expert gives oral evidence under oath in the courts of law except under special circumstances like:

- a) When evidence has already been admitted in a lower court
- b) Expert opinions expressed in a treatise
- c) Evidence given in a previous judicial proceeding
- d) Hospital records like admission/discharge register, birth/death certificates etc.

Hence, all such documents collected and upon which a report is formed should be properly signed and sealed by an expert, which give legal sanctity to such report as per the provision of Indian Evidence Act.

21. Sample Audit Formats

21.1. Fact sheet

Name of the hospital		
Location (State, District, Block and Village / Ward)		
Hospital ID		
Type of hospital (public / private)		
Date of investigation		
Number of AB PMJAY beneficiaries admitted in the hospital		
Infrastructure	Y / N	Remarks
Is there any signboard outside hospital showing that it is empaneled in scheme (Y/N)		
Availability PMAM kiosk (Y/N)		
PMAM kiosk located at the entrance (Y/N)		
Availability of AB PMJAY promotional boards (Y/N)		
Availability of registration certificate of the hospital (Y/N)		
Availability of ICU		
Availability of HDU		
No of beds available in:		
General Ward		
ICU		
HDU		
Distance is maintained between two beds		
No of OTs -		
No of OT tables		
Is OT Sterilization facility is functional (Y/N)		
Is Adequate lights and Air conditioning provided in each OT (Y/N)		
Provision of biomedical wastes (Y/N)		

Human Resource		
Resident Medical Officer (RMO)/ duty doctor available at the time of visit (Y/N)		
Availability of qualified nursing staff at the time of visit (Y/N)		
Availability of technicians and pharmacists at the time of visit (Y/N)		
Availability of specialists for which claims are booked at the time of visit (Y/N)		
Medical documentation		
Availability IPD register at the time of visit (Y/N)		
Availability OT register at the time of visit (Y/N)		
Availability pharmacy record at the time of visit (Y/N)		
Availability of laboratory records at the time of visit (Y/N)		
Availability of fumigation register at the time of visit (Y/N)		
Availability of implants and prosthesis register at the time of visit (Y/N)		
Availability of pre-anaesthesia documents at the time of visit (Y/N)		
Availability of requested patient files (Y/N)		

Undertaking by hospital

This is to certify that the information provided by me/us about _____, is true to the best of my/our knowledge and is based on documentation and process followed in this hospital/institution. I/ We had not suppressed any information or fact. Further, I/ We understand that, in case the information provided is found to be incorrect and based on suppression of facts, the hospital stands to forfeit its claims.

Name & Signature of authorized person from hospital and Date with seal of hospital

Name & Signature of Auditing Doctor and date

21.2. Medical Audit Form

A. Hospital Details				
1	Date of investigation			
2	Name of Hospital			
3	Address of Hospital			
4	Hospital ID (if available)			
5	Type of hospital (Public / Private)			
6	Number of AB PMJAY beneficiaries admitted in the hospital as per TMS			
7	Number of AB PMJAY beneficiaries admitted in the hospital			
B. Hospital Infrastructure		Yes	No	Remarks
8	Hospital Existence			
9	Response from Hospital (Co-operative/ Non Co-operative/ Indifferent)			
10	Is Hospital Registered DGHS			
11	Availability of PMAM kiosk			
12	Location of PMAM kiosk (Easily Visible/ Far inside)			
13	Promotional boards prominently displayed			
14	Total no of Beds			
15	Number of Beds in general ward			
16	Adequate distance (4 feet) maintained between two beds			
17	Is HDU available?			
18	Number of Beds in HDU			
19	Is ICU available?			
20	Number of Beds in ICU			
21	Is the ICU well equipped			
A	Standard ICU bed			
B	Equipment/monitor for the constant monitoring for vitals			
C	Emergency crash cart			
D	Defibrillator			
E	Ventilators			
F	Suction pumps			
G	Bedside oxygen facility			
H	Air conditioning			
22	Is OT available?			
23	No of OT			
24	No of OT tables			
25	OT sterilization facility functional			
26	Adequate lights (general level illumination) is provided in each OT			
27	Air conditioning is provided in each OT			
28	Is the OT well equipped			
A	Anesthetic machine			

B	Ventilator			
C	Laryngoscopes (Adult / Pediatric)			
D	Endotracheal tubes/laryngeal masks			
E	Airways/ Nasal tubes			
F	Suction apparatus and connectors,			
G	Oxygen			
H	Drugs for emergency situations			
I	Monitoring equipment including ECG, ETCO2 (where applicable)			
J	Pulse oximeter and blood pressure			
K	Cardiac monitor			
L	Defibrillator			
29	Pathology/ Diagnostics (Inhouse/Out sourced/ Not Available)			
30	Availability of Biomedical Waste Management			
31	Over all hygiene maintained in the hospital (Good/Average/ Poor)			
32	Any other remark or observation:			
C. Human Resource		Yes	No	Remarks
33	Availability of PMAM at the time of visit			
34	Availability of on duty doctors at the time of visit (Whatever applicable)			
A	RMO			
B	Emergency doctor			
C	ICU doctor			
35	Availability of adequate number of nurses at the time of visit			
36	Are the nurses appropriately qualified			
37	Availability of technicians (if applicable)			
38	Availability of pharmacists (if applicable)			
39	Availability of specialists for which claims are booked			
40	Any other remark or observation:			
D. Documentation		Yes	No	Remarks
41	Availability of IPD register at the time of visit			
42	Completeness of IPD register at the time of visit (should have entry and exit dates of the patient)			
43	Availability of OT register at the time of visit			
44	Completeness of OT register at the time of visit (Should have name of patient, date, procedure name, diagnosis, anesthetist's name, OT technician's name, surgeon's name, operation remarks and signature of surgeon)			
45	Availability of fumigation register at the time of visit			
46	Completeness of fumigation register at the time of visit (Should have date and time of fumigation)			

47	Availability of pharmacy record at the time of visit			
48	Completeness of pharmacy record at hr time of visit (Should have information on patient name and dispensing date)			
49	Availability of laboratory records at the time of visit			
50	Completeness of laboratory records at the time of visit (Should have date, patient name, sample collection date and report received date and findings)			
51	Availability of implants and prosthesis register at the time of visit			
52	Completeness of implants and prosthesis register at the time of visit (if applicable) (Should have dates of dispensing, name of patient, name of consultant, site of insertion, procedure name and bar code stickers)			
53	Any other remark or observation:			

E. Case specific details		Yes	No	Remarks
54	Name of patient			
55	Package booked			
56	Name of Treating Doctor			
57	Specialization of treating doctor			
58	Date and time of Hospital Admission as per hospital file			
59	Date and time of Hospital Discharge as per hospital file			
60	Type of Treatment (Surgical/Medical)			
61	Diagnosis:			
62	Did the patient leave against medical advice			
63	If yes, why?			
64	Entry in Outdoor Register found			
65	Entry in Indoor Register found			
66	Entry in OT Register found (only in case of surgical case)			
67	Entry in Hospital Lab Register found			
68	Availability of IPD papers			
69	Completeness of IPD papers (Should have patient details, presenting complaints, diagnosis, investigations, treatment etc.)			
70	Do the IPD papers align with and justify the treatment given			
71	Availability and completeness of OT notes			
72	Completeness of OT notes (should be on hospital stationery and should have Date & time of beginning and completion of surgery, Name of surgeon, Name of Anaesthetist, Type of anaesthesia, Surgery done (site, side and findings), Immediate Post op care, any complications faced and Signature of surgeon.			
73	Do the OT notes align with and confirm the conduction of booked surgery			
74	Availability of pre-anesthesia documents assessed by a qualified anesthesiologist			
75	Availability of daily nursing notes			

76	Completeness of daily nursing notes (Should have date, status /progress of patient as recorded by nurse)			
77	Availability of daily doctor notes			
78	Completeness of daily doctor notes (Should have date, status /progress of patient and further course of medication/ treatment as recorded by doctor)			
79	Availability of daily progress chart			
80	Completeness of daily progress chart (Should have record of vitals with date and time)			
81	Availability of daily treatment chart			
82	Completeness of daily treatment chart (Should have record of medication with date and time)			
83	Availability of details of recorded monitoring of heart rate, cardiac rhythm, respiratory rate, BP, O2 saturation, airway security, and potency and level of anaesthesia			
84	Availability of Discharge Summary			
85	Completeness of Discharge Summary			
86	Do all the documents align and justify the need of and treatment given? Explain with remarks.			
87	Any other remark or observation:			

F. Patient/Attendent interview in the hospital (Live Audit)		Yes	No	Remarks
88	Name of patient			
89	Package booked			
90	Name of Treating Doctor			
91	Specialization of treating doctor			
92	Date and time of Hospital Admission as per hospital file			
93	Date and time of Hospital Discharge as per hospital file			
94	Type of Treatment (Surgical/Medical)			
95	Patient Photograph collected with ID card			
96	Patient Id's proof Collected			
97	What were the presenting complaints at the time of admission?			
98	Since when was he suffering from the symptoms?			
99	Was he referred from another hospital/ clinic/ doctor?			
100	If yes, please name the hospital/clinic/doctor			
101	When did the patient get admitted?			
102	Is the patient admitted since then?			
103	What diagnostic tests (if any) were performed on the patient?			
104	Was any surgery conducted for the patient?			
105	if yes, is there a scar on the body?			
106	Has any money been charged so far?			
107	If yes, how much?			
108	Do they have receipts of the same?			

109	Is there any previous hospitalization of same patient at the same hospital?			
110	Any other remark or observation:			

21.3. Field Investigation Format

A. Hospital Details					
1	Date of investigation				
2	Name of Hospital				
3	Address of Hospital				
4	Hospital ID (if available)				
5	Type of hospital (Public / Private)				
6	Number of AB PMJAY beneficiaries admitted in the hospital as per TMS				
7	Number of AB PMJAY beneficiaries admitted in the hospital				
B. Hospital Infrastructure			Yes	No	Remarks
8	Hospital Existence				
9	Response from Hospital (Co-operative/ Non Co-operative/ Indifferent)				
10	Is Hospital Registered DGHS				
11	Availability of PMAM kiosk				
12	Location of PMAM kiosk (Easily Visible/ Far inside)				
13	Promotional boards prominently displayed				
14	Total no of Beds				
15	Number of Beds in general ward				
16	Adequate distance (4 feet) maintained between two beds				
17	Is HDU available?				
18	Number of Beds in HDU				
19	Is ICU available?				
20	Number of Beds in ICU				
22	Is OT available?				
23	No of OT				
24	No of OT tables				
29	Pathology/ Diagnostics (Inhouse/Out sourced/ Not Available)				
31	Over all hygiene maintained in the hospital (Good/Average/ Poor)				
32	Any other remark or observation:				

C. Human Resource		Yes	No	Remarks
33	Availability of PMAM at the time of visit			
34	Availability of on duty doctors at the time of visit (Whatever applicable)			
A	RMO			
B	Emergency doctor			
C	ICU doctor			
35	Availability of adequate number of nurses at the time of visit			
39	Availability of specialists for which claims are booked			
40	Any other remark or observation:			
D. Documentation		Yes	No	Remarks
41	Availability of IPD register at the time of visit			
43	Availability of OT register at the time of visit			
47	Availability of pharmacy record at the time of visit			
49	Availability of laboratory records at the time of visit			
51	Availability of implants and prosthesis register at the time of visit			
53	Any other remark or observation:			
E. Case specific details		Yes	No	Remarks
54	Name of patient			
55	Package booked			
56	Name of Treating Doctor			
57	Specialization of treating doctor			
58	Date and time of Hospital Admission as per hospital file			
59	Date and time of Hospital Discharge as per hospital file			
60	Type of Treatment (Surgical/Medical)			
61	Diagnosis:			
62	Did the patient leave against medical advice			
63	If yes, why?			
64	Entry in Outdoor Register found			
65	Entry in Indoor Register found			
66	Entry in OT Register found (only in case of surgical case)			
67	Entry in Hospital Lab Register found			
68	Availability of IPD papers			
71	Availability and completeness of OT notes			
74	Availability of pre-anesthesia documents assessed by a qualified anesthesiologist			
75	Availability of daily nursing notes			
77	Availability of daily doctor notes			
79	Availability of daily progress chart			
81	Availability of daily treatment chart			
84	Availability of Discharge Summary			
87	Any other remark or observation:			

F. Patient/Attendent interview in the hospital (Live Audit)		Yes	No	Remarks
88	Name of patient			
89	Package booked			
90	Name of Treating Doctor			
91	Specialization of treating doctor			
92	Date and time of Hospital Admission as per hospital file			
93	Date and time of Hospital Discharge as per hospital file			
94	Type of Treatment (Surgical/Medical)			
95	Patient Photograph collected with ID card			
96	Patient Id's proof Collected			
97	What were the presenting complaints at the time of admission?			
98	Since when was he suffering from the symptoms?			
99	Was he referred from another hospital/ clinic/ doctor?			
100	If yes, please name the hospital/clinic/doctor			
101	When did the patient get admitted?			
102	Is the patient admitted since then?			
103	What diagnostic tests (if any) were performed on the patient?			
104	Was any surgery conducted for the patient?			
105	if yes, is there a scar on the body?			
106	Has any money been charged so far?			
107	If yes, how much?			
108	Do they have receipts of the same?			
109	Is there any previous hospitalization of same patient at the same hospital?			
110	Any other remark or observation:			

21.4. Home Visit and verification Format

Home Visit: Patient/Attendant interview after discharge		Yes	No	Remarks
1	Has s/he availed services under AB PM-JAY - KASP? If yes -proceed further.			
2	In which hospital did s/he utilize the services?			
3	What symptoms were the patient exhibiting when he/she visited the hospital?			
4	Since when was s/he suffering from the symptoms?			
5	Was s/he referred from another hospital / clinic / doctor?			
6	If yes, please name the hospital/clinic/doctor.			
7	When did s/he get admitted?			
8	When did s/he get discharged?			
9	For how many days was s/he hospitalized?			
10	What cost did s/he incur for expenses related to travel to hospital			
11	What cost did s/he incur for expenses related to food at the hospital			
12	What cost did s/he incur for expenses related to travel from hospital			
13	Was the patient informed about the name and value of the package which was blocked by the hospital			
14	Was the patient given a discharge summary and other documents? Does the patient still possess that discharge summary? If yes, physically verify the same			
15	Did the hospital return his/her PM JAY card? If not, why?			
16	Was post-hospitalization medication provided to the patient? If yes, for how many days?			
17	Did the patient incur any expense at the hospital at any point of time (other than for food and travel). If yes, then how much and for what purpose?			
18	Was the patient or the attendant asked to purchase any the medicine or carry on any of the diagnostic test at their own cost?			
19	Does the patient have any receipt for the same? (If yes, take photograph of the same)			
20	What was the treatment given?			
21	If any surgery was done, is there a scar on the body, which could help in verification of the surgery. (If yes, take photograph of the same)			
22	Any other remark or observation:			

