



**national  
health  
authority**



# **National Health Authority Government of India**

## **Request for Empanelment (RFE)**

for production of Audio and Video spots, Documentaries, films,  
advertisement

**RFE Number: S-12014/81/2021-NHA  
Date of Publishing RFE: 28<sup>th</sup> March 2022**

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## **Acronyms**

1. NHA- National Health Authority
2. AB PM-JAY – Ayushman Bharat Pradhan Mantri Jan Arogya Yojana
3. ABDM – Ayushman Bharat Digital Mission
4. SoW – Scope of Work
5. GC – General Conditions
6. SC – Special Conditions
7. PBG- Performance Bank Guarantee
8. GST – Goods & Service Tax
9. GFR – General Financial Rules, 2017
10. SLA – Service Levels / Service Level Parameter
11. IA – Implementing Agency
12. AV- Audio and Video

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## SECTION I – INVITATION FOR EMPANELMENT

1. National Health Authority (NHA) invites proposals from agencies for Empanelment for Production of Audio and Video spots, documentaries, films, advertisements etc.
2. Bidders are advised to study the Tender Document carefully.
3. Bidder shall not tamper/modify the tender template in any manner. In case if the same is found to be tampered/ modified in any manner, tender shall be rejected subject to such actions as stated in the RFE and as per Bid Securing Declaration and bidder may be blacklisted at discretion of NHA.
4. Not more than one bid shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Intending bidders are advised to visit NHA's website: <http://pmjay.gov.in>, <http://abdm.gov.in>, <http://nha.gov.in> and CPPP portal regularly especially prior to bid due date for submission of tender for any corrigendum/ addendum/ amendment and other bid related updates.
6. Bids will be opened as per date/time as mentioned in bid information sheet of the Tender Document.
7. NHA shall not be responsible for non-receipt/non-delivery of the Tender Documents due to any reason whatsoever.
8. The primary evaluation will be done based on softcopy submitted on CPPP.
9. The Tender Document consists of 6 Sections as mentioned below:
  - a. **Section I Invitation to Bid**
  - b. **Section II Instructions to Bidders & eligibility criteria**
  - c. **Section III Scope of Work**
  - d. **Section IV Service Levels & Penalties**
  - e. **Section V Draft Empanelment Contract**
  - f. **Section VI Annexures and Appendices**
10. The response to the Tender Document should be submitted on or before the date and time specified in the schedule for Tender Document in bid information sheet of the Tender Document.
11. NHA reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
12. This 'Invitation to Bid' is non-transferable and/or non-assignable under any circumstances.

## 1.1 Bid Information Sheet

S. No.	Reference	Description
1.	RFP Number and Issuing Authority	S-12014/81/2021-NHA Chief Executive Officer, National Health Authority
2.	Date of publishing of RFP	28 <sup>th</sup> March 2022
3.	Job Requirement	The objective is to empanel a maximum of Five (5) agencies specializing in production of Audio and Video spots, Documentaries, films, advertisement etc for National Health Authority and all its projects as per the scope of work provided in this RFE.
4.	Method of selection	Two stage process comprising of a. Pre-Qualification evaluation b. Technical Evaluation c. Award of Empanelment
5.	Name of purchaser	Chief Executive Officer, National Health Authority.
6.	Date till which the RFP response/bid validity should be valid	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission – 25 <sup>th</sup> April 2022
7.	Pre-Bid Queries	Clarification must be requested on or before 4 <sup>th</sup> April 2022. Bidders shall share the MS Excel file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is: <a href="mailto:procurement.division@nha.gov.in">procurement.division@nha.gov.in</a>
8.	Pre-Bid Meeting	Date & Time of pre bid meeting – 5 <sup>th</sup> April 2022 11 am Mode: Online  Link: <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTgwMDgyYtAtMjA3Mi00ZTViLThkMGEtNDcwMzEyNTU2ZTA3%40thread.v2/0?context=%7b%22id%22%3a%22deff24bb-2089-4400-8c8e-f71e680378b2%22%2c%22oid%22%3a%225e79ae7c-cac2-44ec-be18-bf8bf3a81645%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTgwMDgyYtAtMjA3Mi00ZTViLThkMGEtNDcwMzEyNTU2ZTA3%40thread.v2/0?context=%7b%22id%22%3a%22deff24bb-2089-4400-8c8e-f71e680378b2%22%2c%22oid%22%3a%225e79ae7c-cac2-44ec-be18-bf8bf3a81645%22%7d</a>
9.	Bid submission	Bids are to be submitted online through <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> The last date for submission of Proposal is on or before 25 <sup>th</sup> April 2022. Also, the bid security declaration & integrity pact proposal to be submitted manually (i.e., in physical form) at the address mentioned below:

		<b>Deputy Director (Administration)</b> <b>National Health Authority,</b> <b>3<sup>rd</sup> Floor, Tower I, Jeevan Bharti Building,</b> <b>Connaught Circus,</b> <b>New Delhi, Delhi – 110001</b>
<b>10.</b>	Currency	The applicant to state all costs in Indian Rupees only (₹).
<b>11.</b>	Late Bids	Late bids i.e., bids received after the specified date and time of receipt will not be considered.
<b>12.</b>	Tenure of Empanelment	Selected agencies will be empanelled for a period of 1 year and extension of empanelment contract for next 2 years on annual basis will be at the sole discretion of NHA.
<b>13</b>	Date, Time, and venue for opening of pre-qualification & technical bids of all bidders	26 <sup>th</sup> April 2022
<b>14.</b>	Date, Time and venue for technical presentation of bidders (only of the bidders who have qualified in pre-qualification stage)	To be informed later.
<b>15.</b>	Date, Time of announcement of the selected bidders	To be announced later.



## **1.2 Introduction**

1. National Health Authority (hereafter referred to as NHA), is an attached office under Ministry of Health and Family Welfare for implementation of Pradhan Mantri Jan Arogya Yojana (PM-JAY) and Ayushman Bharat Digital Mission at operational level having its Office at Jeevan Bharati Building, 3rd, 7th and 9th floor, Tower-1, Jeevan Bharati Building, New Delhi-110001 invites responses (“Proposals”/ “Bids”) through this Tender Document.
2. This Tender Document is therefore intended to invite bids for empanelment of agencies/Service Providers for production of Audio and Video spots, documentaries, films, advertisements etc for NHA.
3. Service Provider/service providers will be empanelled for production of Audio and Video spots, documentaries, films, advertisements etc for NHA.

## **1.3 About Us**

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

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

NHA has been set-up to implement PM-JAY, as it is popularly known, at the national level. An attached office of the Ministry of Health and Family Welfare with full functional autonomy, NHA is governed by a Governing Board chaired by the union minister for Health and Family Welfare. It is headed by a Chief Executive Officer (CEO), an officer of the rank of Secretary to the Government of India, who manages its affairs. The CEO is the Ex-Office Member Secretary of the Governing Board.

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

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

### **1.3.1 Ayushman Bharat PM-JAY**

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

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

- Health and Wellness Centres (HWCs)
- Pradhan Mantri Jan Arogya Yojana (PM-JAY)

The second component under Ayushman Bharat is the Pradhan Mantri Jan Arogya Yojana or PM-JAY as it is popularly known. This scheme was launched on 23rd September 2018 in Ranchi, Jharkhand by the Hon'ble Prime Minister of India, Shri Narendra Modi.

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

#### **Key Features of PM-JAY**

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

- PM-JAY envisions to help mitigate catastrophic expenditure on medical treatment which pushes nearly 6 crore Indians into poverty each year.
- It covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as diagnostics and medicines.
- There is no restriction on the family size, age, or gender.
- All pre-existing conditions are covered from day one.
- Benefits of the scheme are portable across the country i.e.; a beneficiary can visit any empanelled public or private hospital in India to avail cashless treatment.
- Services include approximately 1,393 procedures covering all the costs related to treatment, including but not limited to drugs, supplies, diagnostic services, physician's fees, room charges, surgeon charges, OT and ICU charges etc.
- Public hospitals are reimbursed for the healthcare services at par with the private hospitals.

### **Benefit Cover Under PM-JAY**

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

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

The benefits of INR 5,00,000 are on a family floater basis which means that it can be used by one or all members of the family. The RSBY had a family cap of five members. However, based on learnings from those schemes, PM-JAY has been designed in such a way that there is no cap on family size or age of members. In addition, pre-existing diseases are covered from the very first day. This means that any eligible person suffering from any

medical condition before being covered by PM-JAY will now be able to get treatment for all those medical conditions as well under this scheme right from the day they are enrolled.

### **1.3.2 Ayushman Bharat Digital Mission**

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

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

- To establish state-of-the-art digital health systems, to manage the core digital health data, and the infrastructure required for its seamless exchange.
- To establish registries at appropriate level to create single source of truth in respect of clinical establishments, healthcare professionals, health workers, drugs and pharmacies.
- To enforce adoption of open standards by all national digital health stakeholders.
- To create a system of personal health records, based on international standards, easily accessible to individuals and healthcare professionals and services providers, based on individual's informed consent.
- To promote development of enterprise-class health application systems with a special focus on achieving the Sustainable Development Goals for health.
- To adopt the best principles of cooperative federalism while working with the States and Union Territories for the realization of the vision.
- To ensure that the healthcare institutions and professionals in the private sector participate actively with public health authorities in the building of the ABDM, through a combination of prescription and promotion.
- To ensure national portability in the provision of health services.
- To promote the use of clinical decision support (CDS) systems by health professionals and practitioners.
- To promote a better management of the health sector leveraging health data analytics and medical research.
- To provide for enhancing the efficiency and effectiveness of governance at all levels.
- To support effective steps being taken for ensuring quality of healthcare; and
- To strengthen existing health information systems, by ensuring their conformity with the defined standards and integration with the proposed ABDM.

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

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

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

The implementation of ABDM is expected to significantly improve the efficiency, effectiveness, and transparency of health service delivery overall. Patients will be able to securely store and access their medical records (such as prescriptions, diagnostic reports, and discharge summaries), and share them with health care providers to ensure appropriate treatment and follow-up. They will also have access to more accurate information on health facilities and service providers. Further, they will have the option to access health services remotely through tele-consultation and e-pharmacy. ABDM will empower individuals with accurate information to enable informed decision making and increase accountability of healthcare providers.

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

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

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

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

## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1 Part I – General**

#### **2.1.1 Definitions**

- a. “Bid” means the bidders response to pre-qualification and technical requirements as stated in this Tender Document.
- b. “Bidder” means any entity that may provide or provides the Services to NHA under the Contract.
- c. Selected Bidder/Successful bidder means the Bidder/entity selected for empanelment in reference to this Tender Document.
- d. “Instructions to Bidders” (Section II of the Tender Document) means the document which provides interested Bidders with information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider. Bidders are encouraged to contact NHA, conduct necessary fact finding for any further details, by themselves at their end.
- e. The term ‘Tender Document’, ‘Tender’, ‘RFE’ are used interchangeably and has same meaning in the document “Service Providers” means the Bidder/s that has been selected by NHA for execution of the services as listed in this Tender Document.
- f. "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
- g. "Sub-Contractor" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder only after mandatory written consent of NHA.
- h. “Non-responsive” means failure to furnish complete information in each format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of bid securing Declaration as applicable.
- i. “Non-compliance” means failure/refusal to comply the terms and conditions of this Tender.



Applicable Laws” will mean the laws of India including any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, directives and orders of any Governmental authority, tribunal, board, court or other quasi- judicial authority. As may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to this RFE.

### **2.1.2 Procedure for submission of bids.**

- a. Bid securing declaration shall be submitted manually on the following address: **Deputy Director (Administration), National Health Authority, 9th floor, Tower-1, Jeevan Bharati Building, Connaught place, New Delhi-110011.**
- b. Scanned copy of all the documents, including scanned copy of bid securing Declaration shall be submitted online at central public procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in).
- c. Instructions for Online Bid Submission is mentioned below.

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders

are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **SEARCHING FOR TENDER DOCUMENTS**

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

## **PREPARATION OF BIDS**

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

Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

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

Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

## **ASSISTANCE TO BIDDERS**

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

### **2.1.3 General**

- a. All the provisions listed in the Tender Document issued by NHA shall be binding upon the participating bidders.
- b. NHA will select Bidder, in accordance with the method of selection as detailed in Part-III of Section-II “Evaluation Process”.
- c. The detailed scope of the assignment/job has been described in the Scope of Work in Section III of Tender Document.
- d. The date, time, and address for submission of the bid have been given in Bid Information sheet of Tender Document.
- e. Interested Bidders are invited to submit the documents for Technical Bid strictly as per Part IV of Section II – “Instructions on Bid Preparation and document checklist”.
- f. NHA reserves the right to accept or reject any proposal, and to annul the tendering process /Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NHA action.

#### **2.1.3.1 Consortium**

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

### **2.1.3.2 Tenure of Contract**

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

### **2.1.4 Clarification and Amendment of Tender Document**

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

### **2.1.5 Bid Securing Declaration**

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

### **2.1.6 Tender Fees**

No tender fees are applicable for tender Document. It is available free of cost on CPPP.

### **2.1.7 Performance Bank Guarantee (PBG)**

1. The successful Bidder shall at its own expense submit to NHA, within fourteen (15) working days from the date of issuance of LOE, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled/ commercial bank in India, in the format prescribed in **Appendix A**, payable on demand, for the due performance and fulfilment of the contract by the Selected bidder.
2. The NHA will require the selected bidder to provide at its own cost and an unconditional, irrevocable, and continuing Performance Bank Guarantee/Performance security of Rs 200000/- (Two lakh Rs only). It must be submitted as per the timelines, rules and regulations mentioned in the RFE.

3. The performance bank guarantee must be valid for the entire period of contract with additional 60 days claim period.
4. In the event of the Bidder being unable to service the terms and conditions for whatever reason(s), NHA shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NHA under the contract in the matter, the proceeds of the PBG shall be payable to NHA as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.
5. PBG shall be invoked by NHA in the event the Bidder:
  - a. Fails to meet the overall penalty condition as mentioned in this tender and subsequent contract and/or fails to any changes agreed between the parties.
  - b. Fails to perform the responsibilities and obligations as set out in this tender and contract to the complete satisfaction of NHA.
  - c. Misrepresentations of facts/information submitted to NHA .
6. NHA shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default. NHA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misrepresentation, misconstruction or misstatement. The performance bank guarantee may be discharged / returned by NHA upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
7. Non-compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award and such actions as stated in RFE and bid securing declaration, in which event; NHA may invite fresh bids.

#### **2.1.8 Submission, Receipt and Opening of Bids**

1. An authorized representative of the Bidder shall initial/sign all pages of the original bid before submission. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the Technical Bid. The Bidder is required to submit the copy of power of attorney or board resolution along with the Technical Bid documents, demonstrating that the representative has been duly authorized to sign.
2. For instructions on bid preparation and checklist of documents required for bid submission please refer Part-IV of Section-II.

3. Any bid received by the NHA after the deadline for submission shall not be considered.

### **2.1.9 Right to Accept/ Reject the Bid**

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

### **2.1.10 Bid Opening and Evaluation**

1. Bids shall be opened on the date & time specified in the Bid Information Sheet, clause 1.1 of Section – I.
2. Bids shall be opened on CPPP in the following order-
  - a. **Pre-Qualification**
  - b. **Technical bids**
3. NHA may constitute a committee for evaluation of bids.
4. Award of Empanelment to the qualified bidder will be done as per the process defined in Part-III of section-II.

### **2.1.11 Disqualification**

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

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

### 2.1.12 Award of Empanelment

1. The Purchaser shall issue a 'Letter of Empanelment' to the selected Bidder.
2. The selected bidders will sign the contract within 15 days of issuance of the Letter of Intent.
3. The selected bidder will submit the required performance bank guarantee as per Clause 2.1.7, within or before 15 days of issuance of the Letter of Intent/Empanelment.
4. The Purchaser shall issue a work order as and when required after the signing of the contract.
5. The Service Provider is expected to commence working on production of Audio and Video spots, documentaries, films, advertisements etc from the date of issuance of work order and deliver the same within the timelines specified in work order.

### 2.1.13 Payment Terms

1. No payment shall be paid unless an empaneled agency is selected for a work. In such case payments terms shall be governed by the work orders/ToR and terms laid out in this RFE issued by NHA. However, the following is clarified in respect of payments to any agency for work/assignments-
  - a) The payment/invoicing shall be done (after deducting TDS) based upon submission of invoice by the agency to NHA
  - b) GST shall be paid (as per applicable rate) to the agency by NHA on their invoices however all other taxes, cesses, levies, duties, and any other incidental direct/indirect costs shall be borne by the agency.
  - c) NHA shall make payments after withholding tax deductible at source as appropriate as per the applicable taxation laws.
  - d) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
  - e) Payment will be as per the Bureau of Communication (BOC/DAVP) rates on completion of work (exclusive of taxes as applicable) on submission of invoices.**
  - f) The Agency has to bear all the costs associated with the preparation and presentation of the scope of work as and when shared by NHA.
  - g) Outstation travel will be paid on actuals and as per DAVP policy.
  - h) DAVP rate card and policies attached as per Annexure VI – DAVP Rate Card.
  - i) No advance payment of any kind will be paid by NHA during the term of the contract.



Payments shall be subject to meeting the terms and condition as shall be specified by NHA in subsequent work orders/ToRs and this RFE. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as per the criterion mentioned in this bidding document, will be deducted from the payments

**2.2 Part II – Eligibility Criteria**

**2.2.1 Nature of Bidding Entity**

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

**2.2.2 Prequalification Criteria**

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

**2.2.2.1 Prequalification Criteria**

S No.	Qualification Criteria	Supporting Documents	Compliance (Yes/No)
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1.	The business entity must be incorporated under any of the following acts –  Companies Act 1956/ Companies Act or The Partnership Act, 1932 or Sole Proprietorship Firm or the Limited Liability Partnership Act 1956	Copy of Certificate of Incorporation/ Registration of	
2.	The Bidder's Average annual turnover of at least Rs 25 Lakhs per year for last 3 (three) financial years viz. 2018-2019, 2019-20 & 2020-21. (Required Information to be provided in specified format given in Annexure III)	Certified copies of audited financial statements & annual report for the immediately preceding three financial years.	
3.	The Bidder must be a profit-making company in each of the last three financial years	Evidenced by the audited accounts of the company	
4.	The bidder should have handled at least 3 projects for production of audio / video for the Central Govt/State Govt/Private sector, in any three of the last five financial years (2016-17, 2017-18, 2018-19 and 2019-20, 2020-21) where the value of completed projects should be of INR 5 Lakh or above per annum.	Copy of work order(s) and completion certificate from the client;  OR  Copy of work order(s) and self-certification of completion certified by the Authorized Signatory.	

5.	Should have filed income tax returns for the three financial years (2018-2019, 2019-20 & 2020-21)	Certified copies of the ITRs filed by the entity for the immediately preceding three financial years.	
6.	The bidder should not be blacklisted or debarred or banned from participating or carrying out business with NHA or by any state government, central government departments, PSUs, local bodies or municipalities or any other government entity at the time of the submission of the bid. An undertaking from the bidder, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Certificate from the authorised signatory of the bidder entity as mentioned in <b><u>Annexure IV</u></b>	
7.	The bidder needs to have a GST registration certificate.	Copy of valid GST Certificate	

**Note: Pre-Qualification bids missing any of required documents shall be termed as non-responsive.**

**Relaxation in criteria for MSEs & Start-ups.** The condition of prior Minimum Experience in the similar business would be for Start-ups and Micro and Small Enterprises (MSEs) in line with MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or by Department of Industrial Policy and Promotion subject to meeting of quality & technical specifications of the projects submitted. Requisite supporting documents to qualify as start-up or MSE to be submitted along with the bid proposal.

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

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

**Definition of Micro, Small and Medium Enterprises**

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

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

## 2.2.3 Technical Evaluation Criteria

SI	Criteria	Max Marks
1	Four best Film samples (Corporate/ Web Series/Documentaries) with attached original briefs to compare execution against concept in the last five years (2016-2021) (More than 2 minutes)  (Max - 5 marks for each film)	20
2	Four TV Commercials made for Corporate/Government/NGO in the last five years. (2016-2021) (Less than 90 seconds)  (Max- 5 marks for each)	20
3	Capability of Multi-lingual Films/AVs produced (including dubbing/ re-production)- based on previously executed projects  2 marks for each unique language with maximum of 20 marks	20
4	CV of Director, Cinematographer, Script Writer, Video cum Motion Graphics editor, Animator who will work in NHA projects.	10
5	Audio Visual concept & Story board  a) 3-minute video on ABPMJAY,  <i>The concept and story board for the videos along with optional sample/scratch videos are to be submitted for evaluation.</i>	30
	<b>Total</b>	<b>100</b>

The detailed brief for videos required for technical evaluation point no 5 is mentioned below.

### I. Ayushman Bharat PM JAY Scheme

Ayushman Bharat PM JAY scheme will be achieving a significant milestone of providing 3 Cr free treatments to the beneficiaries by March 2022. To mark the occasion, an event is proposed to be organized. Hon'ble Prime Minister is expected to chair the inaugural session along with Hon'ble Union Minister for Health & Family Welfare. The agency is required to develop a 2 min video/film that captures the journey of the scheme so far and celebrates the occasion of providing 3 cr treatments. The agency is free to refer the About the Scheme section in the RFP or visit [www.pmjay.gov.in](http://www.pmjay.gov.in) for more details to work on the script

SNO	Creative Requirement Category	Languages	# Of Design Samples required per category & language
1	Script for complete 2 minutes video	Hindi & English	1 script per language
2	Story Board for complete 2 minutes video	Hindi & English	2 storyboard options per language
3	Sample video (45-50 seconds) with VO, supers and background music score to understand treatment approach.	Hindi & English	2 video samples for both storyboard options proposed

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

#### **2.2.4 Other Information**

1. The agencies may be required to interact with other line Ministries /Departments of Central/state government as and when required.
2. The client servicing team of the agency must be available to NHA office, New Delhi as and when required.
3. The agencies should be Delhi NCR based having own studio with all modern equipment and infrastructure.

#### **2.3Part III - Evaluation Process**

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

##### **2.3.1 Evaluation of Proposals**

The evaluation of the proposals will be conducted as following;

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

2. **Technical Evaluation:** The technical evaluation will be done on the basis of criteria mentioned in Section-II Part II
  - a. The technical bid will be evaluated based on the proposal submitted by the bidder.
  - b. The technical evaluation will be done on the basis of the criteria mentioned at Section II, clause 2.2.3.
  - c. Marks to each bidder will be awarded and a Total Technical Score (TS) shall be computed for each bid.
  - d. In order to qualify as defined hereunder as 'Technically Qualified Bidder' (TQB), the bidders should have scored a minimum of 70 marks out of 100.
  - e. Misrepresentation/falsification of details submitted shall render the bidder disqualified.

### 2.3.2 Empanelment

1. Agencies shortlisted for empanelment will be required to submit a signed copy of the RFE as an acceptance of the terms and conditions laid down by NHA. After signing of the RFE document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.
2. Purchaser will empanel up to five (5) selected agencies as empaneled agency subject to their scoring in the technical evaluation criteria.
3. Purchaser will issue the letter of empanelment after concluding the due process as per RFE.
4. Bidder will issue the acceptance of empanelment and complete the formalities as per RFE.
5. Bidder will sign the empanelment agreement with NHA and submit the performance bank guarantee.
6. Agency/producer will not be eligible to have empanelment in more than one name (either in his/her own name or in the name of his/her close relative (spouse, dependent children/parents/brothers/sisters and other dependents).
7. Within 7 days of receipt of the letter of award from NHA, the Agencies shall sign acceptance of the empanelment with NHA.
8. Within 15 days of the letter of award from the NHA, the successful Agencies shall furnish the Performance Bank Guarantee of ₹ 2 lakhs in form of irrevocable Bank Guarantee valid for sixty days beyond the period of empanelment and sign the contract.
9. The empanelment shall be for a duration of 12 months from the start/effective date of empanelment contract and further extendable by another 2 (two) years (up to one year at a time), However, the discretion for extending the empanelment contract shall rest with the NHA on the same terms and conditions provided under this RFP and acceptance of both the parties. NHA

reserves the right to do periodic assessment of the performance of the empaneled agencies and de-empanel if the performance if the performance is not satisfactory.

10. The work orders will be awarded on the rotational basis to empaneled agencies.
11. Based on the annual requirement of work, NHA will not award more than 60 percentage of yearly work to one agency.
12. Mere empanelment with NHA does not guarantee allocation of work.

### **2.3.3 Allocation of Work**

1. The empanelment shall be initially for one year from the date of accepting the terms and conditions by the empanelled agencies. NHA reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. NHA shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.
2. In case, when the time period is too short to get the job done from the empanelled agencies or any other exigencies, the job may be entrusted to any agency which NHA deems fit to meet the deadline.
3. The selected agency shall not assign the project to any other agency to perform its obligation under the agreement.
4. NHA may at its own discretion may allocate work to more than one agency at a time depending on the quantum, nature and criticality of work.
5. All AV materials shall be delivered as a HD mixed Master (Digital file format) HD unmixed Master [ Clean non texted versions of the film including Supers or Names and Designations, Graphics, Maps, Titles (including opening title sequence) should be placed after the end of the program. One DVD copy of the master with all versions. Footage to be delivered on an HDD having USB 2.0/Fire Wire Port/ Hard drive properly labelled for easy understanding.
6. All aspects of the production i.e., Camera, Sound, Light, Grip Equipment Transportation & Logistics, Shoot, Creative and Technical personnel, Director; Post- production - Editing, Music, Voice Over, Graphics, Translation, Dubbing and Mastering or any other arrangements to be made in order to deliver a final film as per the prescribed format. All footage captured will belong to NHA. In the event of any stock footage or music, agency must use lawful licensed stock and the license must be provided to the NHA by the agency.
7. In case, NHA does not find an agency's work up to its satisfaction, NHA may ask the agency to make changes (including shoot) up to five times/ or till



satisfaction. Even after providing reasonable opportunity, if agency fails to perform, then NHA reserves its right to get it done from any other agency/agencies for which the agency will have no obligation and not raise any dispute in this context, at any point of time.

8. NHA will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the concepts/designs prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.
9. When NHA decides to get an AV made, the payment for the AV production will be made as per DAVP rate. The cost of creatives (images/audio/video/vectors etc) from stock libraries will be provided on actual.
10. NHA reserves the right to de-empanel any of the empanelled agency if the output of work is not found satisfactory, based on periodical review by the expert committee.

## **2.4 Part IV – Instructions on Bid Preparation and Documents Checklist**

### **2.4.1 Submission Process**

1. The bid shall be submitted on CPPP (Central Public Procurement Portal) in three covers viz. Fee and Technical Bid, and bidder must follow the procedure as detailed in Part-I (General) of Section II.
2. The bid shall be submitted on CPPP (Central Public Procurement Portal) in two covers as listed below:

**a. Cover 1 – Fee**

Original instrument of BID Securing Declaration needs to be submitted physically at NHA office at below address (on or before the last date and time of bid submission) and a scan copy of submitted bid securing declaration must be uploaded by the bidder on CPPP

**Deputy Director (Administration)**

**National Health Authority**

**Jeevan Bharati Building, Tower-1, 3<sup>rd</sup> Floor, Connaught Place, New Delhi- 110011.**

- b. Cover 2– Prequalification/Technical Bid Submission** – Proposal shall include checklist with Y/N as mentioned in Section 2.2.3. Supporting

Documents as per checklist, signed Integrity pact, power of attorney or board resolution and documents mentioned in Section 2.4.4.

The bidders have to submit a Pen Drive with AV submissions for Technical Evaluation. Points to be noted while uploading the AV submissions for Technical Evaluation.

- The name of the folder on the Pen Drive should start with 'Technical Evaluation Submission' and end with the name of the company. For eg – *Technical Evaluation Submission ABC Pvt Ltd.*
- Please create 4 subfolders inside the above-mentioned folder. The name of each subfolder will be:
  - a) **TE Criteria 1** – Upload Four best Film samples (Corporate/ Web Series/Documentaries) with attached original briefs to compare execution against concept in the last three calendar years. (2019, 2020, 2021).
  - b) **TE Criteria 2** – Upload Four TV Commercials made for Corporate/Government/NGO in the last five years. (2016-2019).
  - c) **TE Criteria 3** – Upload multi-lingual films/AVs produced (including dubbing/ re-production)
  - d) **TE Criteria 5** – Upload 3-minute sample/scratch videos on ABPMJAY and ABDM along with Audio Visual concept and story board.
- Properly label each file with appropriate name as per the RFE before uploading into respective folders.
- Submit the Pen Drive along with bid security declaration at

National Health Authority, 3rd Floor, Tower I,  
Jeevan Bharati Building, Connaught Circus,  
New Delhi, 110001.

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

## 2.4.2 Document Checklist

S. No.	Category	Detailed description	Compliance (Yes/No)
1.	Technical Bid	Signed copies of supporting documents as required for technical bid in section 2.2.3	
		a. Cover Letter on the letterhead of the bidder	
		b. BID SECURING DECLARATION in Given Format	
		c. Certificate of Incorporation/registration	
		d. Certificate from statutory/independent auditor of the bidder specifying the annual turnover of the bidder in last 3 (three) financial years immediately preceding to bid due date.	
		e. Copies of Work orders along with completion certificate from client OR Copies of work orders along with self-certificate of completion (certified by the Authorized Signatory)	
		f. Valid GST Certificate	
		g. Audited Financial Statements and Annual reports of the bidder of last 3 (three) financial years immediately preceding to bid due date	
		h. Certificate from the Authorized Signatory or statutory/independent auditor of the company or Auditor stating that the Bidder is NOT blacklisted or debarred or banned from participating or carrying out business with NHA or the entire Central Government or any State Government at the time of the submission of the bid.	
		i. Certified copies of the ITRs filed by the entity for the immediately preceding three financial years	
		j. Board resolution or Power of Attorney specifying authorized signatory (not required for sole proprietorship companies provided same person is authorized signatory)	
k. No Deviation Certificate as per ANNEXURE VIII			

SECTION III – SCOPE OF WORK (Broad list of activities to be undertaken during the empanelment period):

### **3.1 Description of Services**

- 3.1.1. Selected agency will do the conceptualization & production of videos of NHA.
- 3.1.2. The agency will prepare video of different nature like journey videos, short videos, short films, interviews, testimonial videos, tutorial videos, documentaries, success stories, logo reveal, logo animations, audio jingles, TVC, Radio jingles, Theme based animated films, Flash/Graphical presentation, and other such AVs for the publicity of programmes, policies, schemes, and other initiatives of NHA as required.
- 3.1.3. The agency will be responsible for structure, presentation and scripting of films/AVs, Outdoor shoots, Identification of characters/actors, editing, VO (Voice over) in English, Hindi, and multiple regional languages, dubbing, adaptations.

## **Section IV - Service Levels and Penalties**

### **4.1 Service Levels**

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

### **4.2 Operational SLA Parameters**

1. Output timelines - The Service Provider is expected to commence working on production of Audio and Video spots, documentaries, films, advertisements etc from the date of issuance of work order and deliver the same within the timelines specified in work order.
2. Penalty for variation from benchmark mentioned above, will be imposed if the SP (service provider) fails to meet the minimum required output and fails to meet NHA

allocated volume within the stipulated timelines as specified in the work order. The penalty table based on delay in completion:

S.N.	Penalty Parameter	Penalty
1	Delay in completion of work as per stipulated timeline given in Work Order	
	Delay of 6-10 days	5% of Work Order cost
	Delay of 11-20 days	10% of Work Order cost
	Delay beyond 20 days	Termination of contract including forfeiture of performance security
2	Delay Beyond 20 days	If SP delays the work beyond 20 days, Service Provider is liable to be removed from empanelment and liable for blacklisting to conduct business with any central ministry/department, PSUs and state governments in future.

#### 4.3 Penalties

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

#### 4.4 Security of Data

1. Ensuring Security of electronic data provided by NHA is of paramount importance and should strictly adhere to the standard guidelines of the Government of India on Data Security. Selected Bidder agrees to abide by NHA Information Security and Privacy Policy as updated and any other instructions on Data Security issued by NHA from time to time will have to be adhered to strictly.

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

## SECTION V – DRAFT AGREEMENT

THIS EMPANELMENT AGREEMENT (hereinafter referred to as the “EMPANELMENT AGREEMENT/CONTRACT”) made on this \_\_\_ day of 202\_ at Delhi, India by and between National Health Authority through its \_\_\_\_\_, (hereinafter referred to as “NHA/Purchaser”) which expression shall unless repugnant to the context or meaning thereof mean and deemed to include its authorized representatives and permitted assigns of the FIRST PART

and

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

A. WHEREAS NHA issued an RFE Dated \_\_\_\_\_202\_ “RFE”, since NHA was desirous to procure Empaneled Agency for providing the Services as defined in the Scope of Work/work order as specified in RFE for provisioning of related services.

B. AND WHEREAS the Empaneled Agency has been selected as the successful Bidder and has agreed to provide Services as listed in RFE Document No \_\_\_\_\_ dated \_\_\_\_\_202\_.

NOW THIS EMPANELMENT AGREEMENT WITNESSETH AS FOLLOWS:

### 1. Definition and Interpretations

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

- i. “Empanelment Agreement” shall mean this agreement together with all its Schedules and appendices and any amendments thereto made in accordance with the provisions herein read with terms of RFE and subsequent Corrigendum.
- ii. “Empaneled Agency shall mean organization who is selected as the successful Bidder as per the terms of RFE.
- iii. “Intellectual Property Rights / IPR” shall mean all rights, titles and interest in the patents, copyrights, trade secrets, operating practices / procedures, design rights, domain names, registered designs, trade and service marks (registered and unregistered), rights in know-how, rights in relation to databases, trade secrets, rights



in relation to Confidential Information and all other intellectual property rights throughout the world including:

- a. All registrations and pending registrations relating to any such rights and the benefit of any pending applications for any such registration; and
- b. All reversions, extensions and renewals of any such rights.

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

iv. “Project” shall mean provision of services to NHA as per RFE.

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

3. Interpretation:

In the Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to the Empanelment Agreement and to RFE and subsequent Corrigendum
- b. use of any gender includes the other genders;
- c. references to a ‘company’ shall be construed to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. References to a ‘person’ shall be construed to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted from time to time;
- f. any reference to a ‘day’ (including within the phrase ‘business day’) shall mean a period of 24 hours running from midnight to midnight;

- g. references to a 'business day' shall be construed as a reference to a day as per English Calendar Month (other than National Holiday on which banks in the state of \_\_\_\_\_ are generally close for business);
- h. references to times are to Indian Standard Time;
- i. a reference to any other document referred to in the Empanelment Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.
- k. Empaneled Agency/ Successful Bidder/Agency has been used for the same entity i.e., bidder selected for the project under terms of the RFE
- l. All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

## **2. Ambiguities**

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

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

## **3. Priority of Documents:**

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

- (i) This Empanelment Agreement read with Scope of Work/work order and Service Levels
- (ii) Non-Disclosure Agreement
- (iii) Schedules and Annexures to the Empanelment Agreement
- (iv) RFE Document No \_\_\_\_\_ 202\_ along with subsequently issued Corrigendum
- (v) Technical proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished in response to the RFE, to the extent they are not inconsistent with any terms of the RFE.

#### **4. Term:**

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

#### **5. Consideration:**

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

#### **6. Scope of Work:**

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

#### **7. Payment Terms:**

7.1 Payments to Empaneled Agency will be linked to the conformation of Service Levels and Penalties linked to the delivery of milestones and will be stated in Scope of Work issued to Empaneled Agency. All payments shall be made in Indian Rupees (INR).

7.2 The NHA shall not be responsible / obligated for making any payments or any other related obligations except as stated under this Agreement to the Empaneled Agency. The Empaneled Agency shall be fully liable and responsible for meeting all such obligations and all payments to be made to any other third party engaged by the Empaneled Agency in any way connected with the discharge of the Empaneled Agency's obligation under the Agreement and in any manner whatsoever. All undisputed and eligible payments will be made by the NHA in favor of the Empaneled Agency only.

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

- a) Assessment will be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Empaneled Agency shall provide the details of the output/services performed during this period with supporting documents. Based on such details, NHA will evaluate the submissions and if satisfied shall make such undisputed payment calculated based on the specified rate/s subject to Service Levels/penalties as laid down in the terms of the RFE.

## **8. Sub- contracting and Consortium**

Sub-contracting of any services is not allowed for implementation of any component under the scope of this project. Consortium is also not permitted under this Agreement and as per RFE.

## **9. Performance Bank Guarantee**

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

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

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

## **10. Termination**

### **10.1 FOR MATERIAL BREACH**

In the event that NHA believes that the Empaneled Agency is in Material Breach of its obligations under the Agreement, NHA may terminate the Agreement upon giving a one month's notice for curing the Material Breach to the Empaneled Agency. In case the Material Breach continues, post expiration of 30-day cure period, the NHA will have the option to terminate the Agreement without any further notice. Further, the NHA may offer a reasonable opportunity to the Empaneled Agency to explain the circumstances leading to

such a breach. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- (a) If the Empaneled Agency is not able to deliver the services as per the SERVICE LEVELS which translates into Material Breach.
- (b) If the Empaneled Agency or any of its personnel, in the judgement of NHA, has engaged in fraudulent and corrupt practices or acted with mala-fide intentions in competing for or in execution of the Contract and/or have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- (c) If a change of control of the Empaneled Agency has taken place. For the purposes of this Clause, in the case of Empaneled Agency, change of control shall mean as stated hereinbelow in Clause 13 of this Agreement read with change management Schedule. Also, NHA may, as an alternative to termination, require a full Performance Bank Guarantee for the obligations of Empaneled Agency by a guarantor acceptable to NHA or its nominated agencies. If such a guarantee is not furnished within 30 days of NHA's demand, the NHA may exercise its right to terminate the Agreement in accordance with this Clause by giving 15 days further written notice to the Empaneled Agency.
- (e) If the Empaneled Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (f) If the Empaneled Agency submits to the NHA a false statement/incorrect information which has a material breach/adverse effects on the rights, obligations or interests of the NHA.
- (g) If the Empaneled Agency found sub-contracting of services and the Empaneled Agency or the sub- contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest with NHA in respect with the RFE.
- (h) If the Empaneled Agency fails to provide the quality services as envisaged under this Contract. The NHA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.

## 10.2 Termination for Convenience

10.2.1 The NHA may at any time terminate the Contract for any reason by giving the Empaneled Agency an advance notice of 30 days of termination that refers to this clause and upon receipt of the notice the Empaneled Agency shall either as soon as reasonably practical or upon the date specified in the notice of termination:

- a. deliver to the NHA the any in progress deliverables executed by the Empaneled Agency up to the date of termination;

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

### 10.3. Effects of termination

10.3.1 In the event that NHA terminates the Agreement pursuant to failure on the part of the Empaneled Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Bank Guarantee furnished by Empaneled Agency shall be forfeited and the compensation will be decided in accordance with the Terms of Payment set out in terms of RFE and the Agreement.

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

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

During the Exit Management period, the Empaneled Agency shall, along with its operational activities also:

- 2. Provide necessary handholding & transition support to NHA authorized agencies to ensure the continuity and performance of the Services to the complete satisfaction of NHA.

Provide Support to NHA in migration of the applications, data, content and any other assets to the new environment created by NHA or any Agency (on behalf of NHA).

The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with NHA.

Empaneled Agency needs to ensure that all the documentation required by NHA for smooth transition including configuration documents are up to date and all such documentation is handed over to NHA during regular intervals as well as during the exit management process.

Empaneled Agency shall not delete any data till the end of the agreement without the express approval of NHA.

Once the exit process is completed, Empaneled Agency will certify that Content and data destruction to NHA as per instructions of NHA and shall ensure that the data cannot be forensically recovered.

There shall not be any additional cost associated with the Exit / Transition-out process.

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

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

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

### **11. Indemnity**

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

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

### **12. Relationship**

12.1 Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent, employer employee as between the NHA (or the Government Department) and the "Empaneled Agency" or its employees. No partnership shall be

constituted between NHA (or the Government Department) and the Empaneled Agency by virtue of this registration nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other Registration a partnership has been constituted, or that it has any such power. Empaneled Agency shall be fully responsible for the services performed by them or on their behalf.

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

### **13. Obligations under the Service Levels and Change Control**

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

- i. The Service Levels shall govern the provision of the contracted professional services of the Empaneled Agency to NHA and its nominated agencies after the effective date.
- ii. The Service Levels shall ensure the following:
  - a) Establishment of accountability of the Empaneled Agency;
  - b) Definition of NHA's expectations in terms of services provided;
  - c) Establishment of the relevant performance measurement criteria;
  - d) Definition of the service level expectations;
  - e) Definition of the escalation process;
  - f) Establishment of the framework for Service Levels change management
- iii. For the avoidance of doubt, it is expressly clarified that NHA may also calculate a financial sum and debit the same against the terms of payment as defined in the terms of payment schedule of this agreement, as a result of the failure of the Empaneled Agency to meet the Service Levels set out in the Scope of Work/work order.

#### **13.2. Updating of the Service Levels:**

13.2.1 The Parties anticipate that the Service Levels need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence, they hereby agree to revise the terms of the Agreement on an annual basis. The Parties shall each ensure that the range of the Services under the Service Level shall not be varied, reduced or increased except with the prior written agreement between the NHA and



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

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

13.2.3 The Service Level Change request would be deemed to be denied in case it is not approved by NHA within a period of 15 days and/or as intimated at time of such request.

13.2.4 In the event that NHA/ Empaneled Agency approves of the suggested change, the change shall be communicated to all the Parties and the Service Level Change request would be appended to the Agreement.

### **13.3. Change of Control**

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

13.3.2 In the event that the net worth of the surviving entity is less than that of Empaneled Agency prior to the change of control, the NHA or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Empaneled Agency from a guarantor acceptable to the NHA or its nominated agencies (which shall not be Empaneled Agency or any of its associated entities).

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

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

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

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

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

- a. The Empaneled Agency shall procure, maintain and observe all relevant and regulatory and Governmental licenses, clearances and applicable approvals

necessary for the Empaneled Agency to provide the Services. The costs of such Approvals shall be borne by the Empaneled Agency for such costs in reference to the services as defined within the terms of the Agreement.

- b. it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under the Agreement and other agreements and to carry out the transactions contemplated hereby;
- c. it is a competent provider of a services as per enlisted Scope of Work/work order;
- d. acknowledges to have read and agrees to abide by NHA Information and Security Policy and Privacy guidelines as amended by NHA from time to time.
- e. Empaneled Agency agrees and acknowledges that at no time it shall store the data and/or information received during the term of this agreement for the purposes other than as specified hereunder;
- f. That all conditions precedent under the Agreement have been satisfied;
- g. That the selected Empaneled Agency has the power and the authority that would be required to enter into the Agreement and the requisite experience, the technical know-how, infrastructure, resources/authorizations and the financial wherewithal required to successfully execute the terms of the Agreement and to provide services sought by the NHA under the Agreement;
- h. That the Empaneled Agency shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. procured and deployed for the purpose of services of this agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements;
- i. The Empaneled Agency team shall use such assets of the NHA as the NHA may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or the Agreement. The Empaneled Agency shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof;
- j. the Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under the Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- k. the execution, delivery and performance of the Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract,

agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

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

## **15. Assignment:**

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

15.2 The Empaneled Agency shall not be permitted to assign or transfer any or all its rights and obligations under the Agreement to any third party without the prior written permission of the NHA.

15.3 The NHA may assign or novate all or any part of the Agreement and Schedules/Annexures, and the Empaneled Agency will be apprised of such novation via advance notice of 30 days, to any third party contracted to provide outsourced services to NHA or any of its nominees.

## **16. Notices**

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

16.2 In relation to a notice given under the Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<NHA>

Tel:

Email:

Contact:

With a copy to:

<Empaneled Agency>

Tel:

Email:

Contact:

## **17. Variations and Further Assurance**

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

## **18. Severability and Waiver:**

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

## **19. Compliance with Applicable Law:**

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

## **20. Limitation of Liability:**

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

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

## **21. Intellectual Property Rights**

Each Party acknowledges that the ownership of and all rights in relation to Intellectual Property of either Party or any third party on Pre-existing Work shall continue to remain property of that Party or the third party (subject to valid third-party license), as the case may be and that there is no change to any right, title or interest in Intellectual Property over such Pre-existing work by virtue of the Agreement. However, to the extent Empaneled Agency's Pre-existing Work is embedded in the deliverables and/or work developed or prepared under the RFE/Agreement, Empaneled Agency agrees that it shall grant to NHA/SHA, as applicable, non-exclusive, perpetual license without any additional cost to use its Pre-existing Work in the form delivered to it in connection to the Agreement.

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

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

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

## **22. Taxes & Duties**

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

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

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

## **23. Force Majeure:**

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

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

- a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

- b. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- c. fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, and pressure waves, or other disaster;

23.3 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

23.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended provided that the Party seeking for invocation of Force Majeure has taken all reasonable measures and that such event is not occurred due to Party's willful and negligent act and/or omission.

23.5 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 10.

23.6 Subject to provisions of this Clause. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

- a) constitute a default or breach of the Contract;
- b) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

23.7 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

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

23.9 For the avoidance of doubt, it is expressly clarified that the failure on the part of the Empaneled Agency under the Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to

be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking etc. aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Empaneled Agency will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

23.10 Notwithstanding anything stated in the RFE, Parties agree and acknowledge that current situation of outbreak of Covid-19 will not be considered as a force Majeure for purposes of Services under this Agreement. Empaneled Agency at all time will ensure to deliver its services as per the Scope of Work/work order. Empaneled Agency will be responsible for any failure to perform its obligations under this contract, unless if it is prevented in performing of those obligations by an event of Government Order subject to written instruction and approval from NHA in this regard.

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

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

26. **Dispute Resolution:** Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi/ -----, India. The provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi, India. Any legal



dispute will come under the sole jurisdiction of New Delhi, India / state jurisdiction of Delhi, India. Arbitration proceedings shall be conducting in English language only.

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

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

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

For National Health Authority (NHA)

<Name>

<Designation>

Seal

For Empaneled Agency

<Name>

<Designation>

Seal

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

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

## **Section VI - Annexures and Appendices**

### **6.1 Annexures**

#### **Sheet 1: Bidder's Information Include in BID Information Sheet**

<b>Information Sought</b>	<b>Bidder's details</b>
---------------------------	-------------------------

Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

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

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

## Annexure I - Bid Covering Letter

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

To,  
(Address)

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

Dear Sir,

1. Having examined the RFE document, we, the undersigned, herewith submit our response to your RFE Notified vide No. \_ dated \_\_\_\_\_ for NHA, in full conformity with the said RFE document.
2. We, the undersigned, offer to provide services to NHA in accordance with your RFE.
3. We agree to abide by this RFE, consisting of this letter and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFE document.
4. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
5. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
7. We understand that NHA is not bound to accept any bid received in response to this RFE.
8. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
9. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by NHA.
10. We agreed on the payment terms as per RFE that includes the cost of production of audio and video spots, documentaries, films and advertisements, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'SLAs' defined in this RFE.
11. We already have the technical and financial capability in India for production of audio and video spots, documentaries, films and advertisements in the manner detailed in the 'Scope of Work'.
12. Our correspondence details with regard to this RFE are:

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

Yours sincerely,

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

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

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

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

**Annexure II (Technical Evaluation Criteria) - Past Experience of Firm in terms of Similar Work**

Customer Name	Year of Execution	Job Volume	Cost of Work done	Nature of the work

**Table A - Details of four film samples (Corporate/ Web Series/Documentaries)**

Sl No	Client	Year	Duration of Video	Description of Video	Project Value

**Table B - Four TV Commercials made for Corporate/Government/NGO.**

Sl No	Client	Year	Duration of Video	Description of Video	Project Value

**Table C – Details of previously executed multilingual films/AV's**

Sl No	Client	Year	Duration of Video	Description of Video	Project Value

**Note – AV submissions to be made as per details mentioned under section 2.4.1**

Copies of Work orders along with completion certificate from client **OR** Copies of work orders along with self-certificate of completion

**Annexure III Annual Turnover**

S No.	Financial Year	Annual Turnover	Remarks

**Annexure IV – Declaration by Bidder for not being black-listed**

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

To,

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

Dear Sir/Madam,

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

Yours Sincerely,

Name & Designation of the Authorized Signatory

## **Annexure V - Integrity Pact**

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

### **INTEGRITY PACT**

**(To be executed on ₹ 100 stamp paper)**

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

**And**

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

### **Preamble**

The principal intends to award, under laid down organizational procedures, contract to Print, supply & installation of IEC Material for National Health Authority. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

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

### **Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles-
2. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
3. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

4. The Principal will exclude from the process all known prejudiced persons.
5. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



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

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

### **Section 4: Compensation for Damages**

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

### **Section 5: Previous Transgression**

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

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

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

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

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

## **Section 8: Independent External Monitor/Monitors**

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

## **Section 9: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 1 month after the payment under the contract, and for all other Bidder 15 days after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CEO, NHA.

## **Section 10: Other Provisions**

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

(For & on behalf of the Principal)  
(Office Seal)

(For & on behalf of Bidder/Contractor)  
(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

## Annexure VI – DAVP Rate Card

### RATE CARD FOR AUDIO-VIDEO PRODUCTIONS (2012-15)

DIRECTORATE OF ADVERTISING & VISUAL  
PUBLICITY/M/O INFORMATION AND  
BROADCASTING

SOOCHNA BHAVAN, LODI ROAD,  
NEW DELHI(F. No.22204/11/09-  
AV(Part -2) dtd 18/5/2012

**(TO BE READ ALONGWITH DAVP'S TERMS AND CONDITIONS FOR AV  
PRODUCTIONS FOR EMPANELLED PRODUCERS)**

#### RADIO SPOTS/JINGLES

1) **Radio Spot:** The consolidated rates given below are for radio creatives which have only words/speech, and do not involve composition of original music:

Duration of Radio Spot	Master Version	Language Version	Re-recording	Shorter Version or Re-editing of old Spots
1.1.Upto 30 seconds	Rs.10,000	Rs.9,000	Rs.5,000	Rs.3,000
1.2.31 to 60 seconds	Rs. 15,000	Rs. 12,000	Rs. 5,000	Rs. 3,000
1.3.Above 60 seconds	Pro-Rata, based on 60-second rate	Pro-Rata, based on 60-second rate	Rs. 5,000	Rs. 3,000

2) **Radio Jingle/Song/Signature Tune :** The consolidated rates given below are applicable to radio creatives which are partially or fully music based, with original composition:

Duration of Radio Jingle	Master version	Language Version (with same or separate musictrack)	Re-recording	Shorter Version or Re-editing of old jingles/song/tune r
2.1. Upto 60 sec.	Rs. 30,000	Rs.15,000	Rs. 10,000	Rs. 5,000
2.2. Above 60 sec	Pro-Rata, based on 60-secondrate	Pro-Rata, based on 60-second rate	Rs.10,000	Rs. 5,000

3) **Definition of Consolidated Rates for Spot/Jingle/Song/Signature Tune:**The consolidated rates include charges for script, production with good voices & music/audio and following software, master CD, one broadcast copy of CD , one DAVP copy of CD, and client copy of CD

4) **Re-recording charges for Spot/Jingle/Song/Signature Tune :** These charges would be admissible if script is changed after production is carried out as per the approved script and artists have to be called again for recording. No charges would be admissible if changes in spot/jingle can be made only through editing, within six months of the approval of the spot, even if spot was made as per approved script. This would include one broadcast CD copy, one DAVP CD copy and one client CD copy.

#### SPONSORED RADIO PROGRAMMES

5) **Sponsored Radio Programmes:** The consolidated rates for Radio programmes, which are being sponsored by any Client Department/Ministry is given below:

Duration	Rates	Re-recording	Re-editing
5.1. Upto 15 mts	Rs.15,000	Rs.5,000	Rs.2,500
5.2. Upto 30 mts	Rs.24,000	Rs.5,000	Rs.2,500
5.3. Above 30 minutes	Pro-Rata, based on the 30 minute rate.	Rs.5,000	Rs.2,500

6.1) **Definition of Consolidated Rates for SRPs:** The consolidated rates include charges for script, production with good voices , master (CD) , one broadcast copy (CD) and one DAVP copy (CD) & one client copy (CD). Production includes signature tune, opening/closing/change over music/jingle, drama, stock voices/music/songs, studio recorded interviews/expert comments, receiving questions through phone/E-mail/letters, reply of questions by anchor/experts in the programme, production of promos including one broadcast CD copy, one DAVP CD copy and one client CD copy.

6.2) **Field Interviews:** If field interviews are specifically desired by the client, the producer shall carry them out with no extra cost to the Client/DAVP

6.3) **Re-editing:** Re-editing of old episodes is defined as deleting or re-arranging some portion..

6.4) **Re-recording:** Re-recording is defined as re-recording some portion of an old episode to replace some old portion, and may include charges for voices, editing, one broadcast CD, one DAVP CD and one client CD.

**7) Software for SRPs:** If the software is dispatched by the producer, actual postage would be reimbursed. . Rs50 will be paid for replication of CDs, per CD, including design of cover, logging of contents on inlay card, and packaging.

## VIDEO SPOT

**8) Video Spot./Documentaries/Telefilms :** The consolidated rates of Video Spot./Jingle/Documentaries/Telefilms are as given below, shot on Digi Beta or DV Cam:

Duration	Master	Dubbing	Language Version	HD Format	Re-voiceover	Re-shooting charges	Re-editing charges	35/16 mm film
<b>Video Spot</b>								
Upto 60 seconds	Rs.3,50,000	Rs.20,000	Rs.2,50,000	50 percent more than the respective master / Language rate	Rs.10,000	Rs.35,000	Rs.15,000	100 % more than the respective master / Language rate
Above 60 seconds to 120 seconds	Pro-rata	Pro-rata	Pro-rata	50 percent more than the respective master / Language rate	Pro-rata	Pro-rata	Pro-rata	100% more than the respective master / Language rate



Duration	Master	Dubbing	Language Version	HD Format	Re-voiceover	Re-shooting charges	Re-editing charges	35/16 mm film
				rate				
<b>Documentaries/Spots/ Telefilms</b>								
From 2 to 5 mts	Rs.3,50,000	Rs.35,000	Rs.1,75,000	50 percent more than the respective	Rs.10,000	Rs.25,000	Rs.15,000	100% more than the respective

				ve master / Langu age rate				ve master/ Langua ge rate
Above 5 to 15 mts	Rs.4,50,000	Rs.45,000	Rs.2,25,00 0	50 percen t more than the respec tive master / Langu age rate	Rs.12,000	Rs.30,000	Rs.18,00 0	100% more than the respecti ve master/ Langua ge rate
Above 15 to 30 mts	Rs.5,50,000	Rs.50,000	Rs.2,50,00 0	50 percen t more than the respec tive master / Langu age rate	Rs.15,000	Rs.35,000	Rs.21,00 0	100% more than the respecti ve master/ Langua ge rate
Above 30 mts	Pro-rata, based on 30 minute rate	Pro-rata, based on 30 minute rate	Pro-rata, based on 30 minute rate	50 percen t more than the respec tive master / Langu	Pro- rata, based on 30 minut erate	Pro- rata, based on 30 minut erate	Pro- rata, based on 30 minute rate	100% more than the respecti ve master/ Langua ge rate

				age rate				
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**9.1) Explanation of Consolidated Rate for Videospots/Telefilms/Documentaries:**

The consolidated rate includes charges for script, detailed shot-by-shot storyboard (for Video-spots), location, travel outside Delhi upto 200 kilometers, models, anchors, shooting, editing, jingle, 2-D/3D animation/ 2D & 3D Character animation/all kinds of Graphics as required by Client , titling/sub-titling/text, music, voiceover, background effects, special effects,). Two Master Copies ( both mixed and unmixed) in Digi Beta or DVC , for Client and DAVP. In addition, all video-spots would be required to be submitted in suitable digital MPEG format at broadcast quality for delivery by internet.

**9.2) Reimbursement of Actuals for journey beyond 200 kms:** Journey could be undertaken by rail(First Class/AC-2T) or by road upto 800 kms, and by air (economy class) beyond 800 kms. The

producer, may, however, obtain prior permission of DAVP for undertaking such journey and should submit supporting documents i.e. used tickets or bill for hiring vehicles etc to support their claim.

9.3) **Language Version:** The language version would include besides dubbing, regional content, characters, property, artists, outdoor shooting in regional locations, language graphics/animations etc. to ensure regional look to the programme

10) **Endorsements:** If endorsement is made by top personality (artist/singer/celebrity etc.) free of charge, we may pay an honorarium of Rs.40,000 to the producer for arranging free endorsement and meeting additional contingent expenses which would take place in such cases. Decision of DAVP would be final and binding regarding the admissibility of such an honorarium.

11) **Payment of Royalties:** Payment of royalty/credit for copyright purposes to any public/private organization or person for using any input in a production would be the responsibility of the producer

12) **Labelling:** Each DVD/CD and its cover should be properly labelled mentioning title of spot/programme, subject, duration, language, name of client, name of DAVP/production agency and year of production.

#### MISCELLANEOUS VIDEO COMPILATION

13) **Video compilation in Beta SP/DVC Pro :** The rates given below are for consolidation of various videospots into one compilation :

Upto 5 min.	Rs. 5,000
Upto 30 min.	Rs. 10,000
Upto 60 min.	Rs. 15,000
More than 60 mts	Pro-rata, based on 60 mts rate

(charges include cost of title/graphic plate, one Beta/DVC Pro and two DVD/VCD copies)

14) **Additional Beta T'cast/DVC Pro copy :** The rates given below is for duplication of creatives into Betas/DVC Pro

Upto 5 min.	Rs. 2,000
-------------	-----------

Upto 30 min.

Rs. 2,500

Upto 60 min.  
durations)  
durations)

Rs. 3,000 DVD (per copy, of all  
Rs. 100CD (per copy, of all  
Rs. 50

>>>>>>>>>>

## Annexure VII – CV Format

<b>S. No.</b>	<b>Item</b>	<b>Bidder's Response</b>			
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)					
<b>S. No.</b>	<b>Name of Employer</b>	<b>From</b>	<b>To</b>	<b>Designation</b>	<b>Responsibilities</b>
Educational Background, Training Certification including institutions, % of marks, specialization areas etc.					
<b>S. No.</b>	<b>Degree</b>	<b>Year of Award of Degree</b>	<b>University</b>	<b>% of marks / CGPA</b>	
Professional Trainings and Certifications:					
1.					
2.					
3.					
Technical/Computer Skills:					
Language Skills: (Please mention language and proficiency level as – Elementary, Limited Working Proficiency, Full Proficiency, Native/Bilingual Proficiency)					
1.					
2.					
3.					

## **Annexure VIII - No Deviation certificate**

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

<To be printed on Company letterhead>

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

\*\*\*\*\*

## 6.2 Appendices

### Appendix A - Form of Performance Bank Guarantee Bond

(To be stamped in accordance with Stamp Act)

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

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

Date.....

To

National Health Authority

Government of India New Delhi-110001

Dear Sirs,

1. In consideration of the National Health Authority, Government of India, (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s... with its Registered/Head office at... (herein after referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs..... (in words & figures).
2. We.....(Name & Address of Bank Branch)having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Service Provider merely on a demand from the Purchaser stating that the amount claimed is due by way of inconvenience caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.



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

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2020 at.....

WITNESS

.....  
 (Signature) (Signature)

.....  
 (Name)(Name)

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

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

Dated.....

**Appendix B - Form of BID SECURING DECLARATION**

Date: \_\_\_\_\_ RFE No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

Name:

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

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

Dated on \_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal

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

## **Appendix C - Non-Disclosure Agreement**

(To be executed on ₹ 100 stamp paper)

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

BETWEEN

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

AND

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

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

WHEREAS:

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

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

### **DEFINITIONS AND INTERPRETATION**

#### **1. Definitions**

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

#### **2. Interpretation**

In the Agreement, unless otherwise specified:

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

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

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

### **4. Ambiguities within Agreement**

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

- a. as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b. as between the provisions of the Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and

- c. as between any value written in numerals and that in words, the value in words shall of agreements

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

## **5. Term**

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

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

- a. This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential after disclosure to the Receiving Party (“Confidential Information”). Such Confidential Information consists of certain specifications as specified in the RFE and such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.
- b. Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

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

The Receiving Party shall:

- a. use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, considering the nature of the Confidential Information, and
- b. grant access to Confidential Information only to its employees on a ‘need to know basis’ and restrict such access as and when not necessary to carry out the Business Purpose.
- c. cause its employees to comply with the provisions of the Agreement and get an individual undertaking signed from its employees and/or associates as placed at Annexure III and such employees and/or associates shall be instructed, directed and guided by Service Provider to deal with Confidential Information in the same manner as stated in this Non- Disclosure Agreement and RFE. Service Provider shall promptly provide copies of such Individual Undertakings to Purchaser as and when demanded;
- d. prevent disclosure of Confidential Information to third parties;

- e. disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:
- f. advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
- g. upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.
- h. not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- i. exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- j. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

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

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

- a. was independently developed by or for the Receiving Party without reference to the Information provided by Disclosing Party.
- b. has become generally available in public domain without breach of confidentiality obligations of the Receiving Party; or
- c. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

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

- a. Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause

irreparable harm and significant injury, the degree of which may be difficult to ascertain.

- b. By disclosing the Confidential Information or executing the Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- c. Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of the Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under the Agreement.
- d. Execution of the Agreement and the disclosure of Confidential Information pursuant to the Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

## **10. Dispute**

## **resolution**

- a. If a dispute arises in relation to the conduct of the Agreement (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.
- b. A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- c. During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Representatives to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed as mutually decided between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and

Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held at New Delhi. The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any disputes.

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

### **11. Variation**

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

### **12. Waiver**

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

- (a) shall be in writing.
- (b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement;
- (c) shall be executed by a duly authorized representative of the Party; and
- (d) shall not affect the validity or enforceability of the Agreement in any manner.

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

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

### **14. Entire agreement**

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

### **15. Severability**

If for any reason whatever, any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any



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

#### **16. No partnership**

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

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

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

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

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

#### **19. Notices**

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

If to Purchaser:

Attn: <\*\*\*> Tel:

Fax:

Email:

Contact:

With a copy to:

If to the SERVICE PROVIDER:

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

## **20. Language**

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

## **21. Counterparts**

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

## **22. Mitigation**

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

## **23. Removal of difficulties**

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the SERVICE PROVIDER by: (Signature)

(Name)

(Designation) (Address) (Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Purchaser by: (Signature)

(Name)

(Designation) (Address) (Fax No.)

In the presence of:

- 1.
- 2.

## Appendix D - Individual Confidentiality Undertaking

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

With effect from [Insert the effective date of the NDA], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalised terms contained in this letter shall have the meaning attributed to them under the Agreement and/or RFE. Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

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

8. In the event that I leave the employment of \_\_\_or my association with \_\_\_gets terminated, I will not discuss/ disclose thereafter any Confidential Information with/ to any other party.

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

By my signature below, I acknowledge

(i) receiving and understanding all the aspects and conditions of this declaration (ii) acceptance of my obligations arising out of this declaration and my agreement to fulfill the same.

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

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