



Request for Empanelment (RFE)
for
SANDBOX EXIT UNDER NATIONAL DIGITAL HEALTH MISSION (NDHM)
Issued by: National Health Authority

RFP No: S-12019/82/2020-Part(1)

RFP Issue Date: 22nd July 2021

Last date of bid submission: 31st August 2021

National Health Authority (NHA) invites proposal for empanelment of agencies for sandbox exit under NDHM. NHA has issued RFE document which is published on CPP Portal: <https://eprocure.gov.in/eprocure/app>, PM-JAY website- <https://pmjay.gov.in/> and NDHM website- <https://www.ndhm.gov.in/>. Agencies may submit their proposals along with required support documents, as provided in RFE document, on or before 1800 hours, 31st August 2021, on CPPP (Central public procurement portal).

Time Sheet		
S. No.	Event	Date and Time
1.	RFE published date	22 nd July 2021at 18:00 Hours
2.	Bid document download start date and time	22 nd July 2021at 18:00 Hours
3.	Pre-Bid queries start date (only through e-mail)	23 rd July 2021 at 10:00 Hours
4.	Pre-Bid meeting date and time	2 nd August 2021 at 11:00 Hours
5.	Clarification end date and time (only through e- mail)	6 th August 2021 at 18:00 hours
6.	Bid submission start date and time	16 th August 2021 at 10:00 hours
7.	Bid submission end date and time	31 st August 2021 at 18:00 Hours
8.	Bid Opening date and time	6 th September 2021 at 11:00 Hours

Place: New Delhi

Date: 22nd July 2021

Principal Consultant (Administration)

National Health Authority, New Delhi



**Government of India
National Health Authority (NHA)**

Date of publishing: 22nd July, 2021

INVITATION FOR REQUEST FOR EMPANELMENT FOR SANDBOX EXIT UNDER NATIONAL DIGITAL HEALTH MISSION (NDHM)

RFE No.: S-12019/82/2020-Part(1)

Table of Contents

Disclaimer	5
About this RFE	6
1. Invitation to proposal	7
2. Fact Sheet	8
3. Timesheet	9
4. About us.....	10
4.1 Introduction.....	10
4.2 National Digital Health Mission	10
5. Scope of Work	13
5.1 Scope of Work	13
6. Instruction to Bidders.....	15
6.1 Objective of this RFE.....	15
6.2 General	15
6.3 Availability of RFE	16
6.4 Bid Security	16
6.5 Bid Preparation costs.....	16
6.6 Consortium and sub-contracting.....	16
6.7 Debarment from Bidding.....	16
6.8 Authorized Signatory and Authentication of Bids	17
6.9 Language.....	17
6.10 Complete and compliant responses.....	17
6.11 Late Bids.....	17
6.12 Proposal submission document	18
6.13 Amendment of RFE.....	18
6.14 Bid Validity.....	18
6.15 Right to the content of proposal	18
6.16 Disqualification	18
6.17 Confidentiality	19
6.18 Fraud and corrupt practices	19
6.19 Right to terminate the process.....	20
6.20 Conflict of interest.....	20
6.21 NHA’s right to accept or reject any proposal or all proposals.....	22
7. Bidding Process.....	22
7.1 Pre-Bid Queries.....	22

7.2	Pre-Bid Meeting.....	22
7.3	Responses to Pre-Bid Queries and Issue of Corrigendum	22
7.4	Bid submission format	23
7.5	Empanelment of Bidders	24
8.	Evaluation Process and Criteria.....	25
8.1	Introduction.....	25
8.2	Evaluation Process.....	25
8.3	Pre-qualification criteria.....	26
8.4	Technical Evaluation Criteria	27
9.	Award of Empanelment.....	28
9.1	Empanelment	28
9.2	Letter of Award.....	29
9.3	Allocation of Work and Price Discovery	29
9.4	Contract Signing.....	30
9.5	Failure to Agree with the Terms and Conditions of the RFE	30
9.6	Right to Exclusivity.....	30
10.	Terms and Conditions of Agreement	30
10.1	Nativity	31
10.2	Relationship	31
10.3	No obligation	31
10.4	Fraud and Corruption	31
10.5	Confidentiality	32
10.6	Period of Empanelment.....	32
10.7	Indemnity.....	32
10.8	Termination / Withdrawal.....	32
10.9	Amendment.....	33
10.10	Binding Clause	33
10.11	Agency’s Integrity	33
10.12	Agency’s Obligations	33
10.13	Conflict of Interest.....	34
10.14	Non-Disclosure Agreement	34
10.15	Intellectual Property Rights.....	34
10.16	Payment Process	35
10.17	Force Majeure	35
10.18	Arbitration	35

10.19	Applicable Law	36
10.20	Jurisdiction of Courts	36
	ANNEXURE – I: TEMPLATE FOR PRE-BID QUERIES.....	37
	ANNEXURE – II: COVERING LETTER	37
	ANNEXURE – III: FORMAT FOR SUBMISSION OF PROPOSALS	39
	FORM A1: BIDDER PROFILE	39
	FORM A2: UNDERTAKING/CERTIFICATE ON “NON-BLACKLISTING OR BANNED”	39
	FORM A3: UNDERTAKING/CERTIFICATION ON “NO CONFLICT OF INTEREST”	40
	ANNEXURE – IV: BID SECURITY DECLARATION.....	42
	ANNEXURE – V: PRE-CONTRACT INTEGRITY PACT	43
	ANNEXURE – VI: EMPANELMENT AGREEMENT.....	47
	ANNEXURE – VII: NON-DISCLOSURE AGREEMENT	52

Disclaimer

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

This RFE includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Authority) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFE may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFE.

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

The NHA may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFE. The issue of this RFE does not imply that the NHA is bound to select or appoint a Bidder, as the case may be, for the Project and the NHA reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever. The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

About this RFE

This RFE (Request for Empanelment) is meant to invite proposals from interested organizations capable of delivering 'scope of work' provided in this RFE.

1. Invitation to proposal

The National Digital Health Mission (NDHM) 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. NDHM shall create a seamless online platform “through the provision of a wide-range of data, information and infrastructure services, duly leveraging open, interoperable, standards-based digital systems” while ensuring the security, confidentiality and privacy of health-related personal information.

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

To scale up the NDHM and its nationwide roll-out, NHA envisages to empanel agencies who would provide a self-assessment certification service/tool, as per the scope defined in this RFE, to the NDHM sandbox participants. Such support will be for a definite period and not amount to any kind of employment obligation on the part of NHA.

The official website for accessing the information related to this RFE is- Central Public Procurement Portal (CPPP) i.e. <https://eprocure.gov.in/eprocure/app>. Interested bidders are requested to submit their proposals on CPPP to the “RFE” as per timesheet. This invitation to bid is non- transferrable.

Thank you and we look forward to receiving your proposal.

-SD-
Principal Consultant (Administration),
National Health Authority

2. Fact Sheet

S. No.	Reference	Description
1.	RFE number	S-12019/82/2020-Part(1)
2.	Name of purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India
3.	RFE Title	Request for Empanelment (RFE) for sandbox automation under NDHM
4.	Availability of RFE document	NHA has published RFE on- a) Central Public Procurement Portal (www.eprocure.gov.in) b) Website of PM-JAY (www.pmjay.gov.in) c) Website of NDHM (www.ndhm.gov.in)
5.	Method of selection	Two -stage process comprising of: a) Pre-Qualification Evaluation and; b) Technical Evaluation
6.	Duration of empanelment	Initial duration of empanelment will be for 3 years from the date of contract signing or any other date communicated by the NHA in writing.
7.	Date till which the RFE response/bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
8.	Bid Security Declaration	The Bidders shall submit, along with their bids, a bid security declaration as per the format specified in annexure IV of this RFE.
9.	Pre-bid meeting	Date-Refer timesheet Venue- National Health Authority Office/Conference Room 9 th Floor, Tower-1 Jeevan Bharati Building Connaught Place New Delhi (Considering the current pandemic situation NHA may decide to conduct the pre-bid meeting through electronic mode, the details for the same shall be posted on NDHM website viz. (www.ndhm.gov.in))
10.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or before date and time as per timesheet . Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure 1 (Template for Pre-Bid Queries) of the RFE. The e- mail address for requesting clarification is: procurement.division@nha.gov.in

11.	Bid submission	The last date and time for submission of Proposal is on or before date and time as per timesheet. The bidder's proposal needs to be submitted online at www.eprocure.gov.in on or before the last date and time of submission.
12.	Late Bids	Late bids i.e. bids received after the specified date and time as per timesheet will not be considered.
13.	Date, Time, and venue for opening of bids of all bidders	Date- Refer timesheet Mode- Electronically on CPPP.

3. Timesheet

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4. About us

4.1 Introduction

- 4.1.1** In 2017, the Government of India announced National Health Policy (NHP) with the following goal: “The attainment of the highest possible level of health and wellbeing for all at all ages, through a preventive and promotive health care orientation in all developmental policies, and universal access to good quality health care services without anyone having to face financial hardship as a consequence.”
- 4.1.2** The NHP prescribed specific goals for adoption of digital technologies. Taking that as reference the Ministry of Health and Family Welfare constituted a committee to create an implementation framework for the National Health Stack. This effort resulted in creation of the National Digital Health Blueprint (NDHB). The Blueprint comprises the details of building blocks to fulfil the vision of the NHP and an action plan to realize digital health in a comprehensive and holistic manner.
- 4.1.3** Taking forward the NDHB, Government of India recommended setting up of a NDHM (National Digital Health Mission) by leveraging technology to set-up digital health eco-system that supports universal health coverage in an efficient, accessible, inclusive, affordable and timely manner through provisioning of a wide range of data, information, and infrastructure services.

4.2 National Digital Health Mission

4.2.1 NDHM Vision

“To create a national digital health ecosystem that supports universal health coverage in an efficient, accessible, inclusive, affordable, timely and safe manner, that provides a wide-range of data, information and infrastructure services, duly leveraging open, interoperable, standards-based digital systems, and ensures the security, confidentiality and privacy of health-related personal information”.

4.2.2 NDHM Objectives

In order to achieve its objectives, in particular, to strengthen the accessibility and equity of health services, including continuum of care with citizen as the owner of data, in a holistic healthcare program approach leveraging IT & associated technologies and support the existing health systems in a ‘citizen-centric’ approach, the NDHM envisages the following specific objectives-

- a) To establish state-of-the-art digital health systems, to manage the core digital health data, and the infrastructure required for its seamless exchange
- b) To establish registries at appropriate level to create single source of truth in respect of clinical establishments, healthcare professionals, health workers, drugs and pharmacies
- c) To enforce adoption of open standards by all national digital health stakeholders;
- d) 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;
- e) To promote development of enterprise-class health application systems with a special focus on achieving the Sustainable Development Goals for health
- f) To adopt the best principles of cooperative federalism while working with the States and Union Territories for the realization of the vision;

- g) To ensure that the healthcare institutions and professionals in the private sector participate actively in the building of the NDHM, through a combination of prescription and promotion;
- h) To ensure national portability in the provision of health services;
- i) To promote the use of clinical decision support (CDS) systems by health professionals and practitioners;
- j) To promote a better management of the health sector leveraging health data analytics and medical research;
- k) To provide for enhancing the efficiency and effectiveness of governance at all levels;
- l) To support effective steps being taken for ensuring quality of healthcare; and
- m) To leverage the information systems existing in the health sector, by ensuring that they conform to the defined standards and integrate with the proposed NDHM.

For further details, please refer: <https://ndhm.gov.in/>.

4.2.3 NDHM Pilot Phase

National Digital Health Mission (NDHM) was launched during the August 15th, 2020 announcement by the Hon'ble Prime Minister with the aim to develop the digital infrastructure for an integrated healthcare ecosystem in the country. NDHM has marked out multiple building blocks for design and launch in a phase-wise manner.

Currently, six key building blocks have been developed: Health ID, NDHM Health Records (PHR App), EMR Web App, Consent Manager & Gateway, Healthcare Professionals Registry & Health Facility Registry. Other building blocks including Health Claims Platform, Unified Health Interface and Drug Registry will be developed and added to NDHM architecture in a phased manner. Kindly note that this list is non-exhaustive and that these developments may be subject to change at NHA's discretion.

Each building block aims to create value for various individuals in one or more ways as described below:

- a) Enables creation of longitudinal health records for patients in standard, digital format
- b) Builds trust in the ecosystem by creating single source of verifiable truth for healthcare entities, individuals, products and services (e.g. facilities, healthcare professionals, citizens, drugs)
- c) Improves access and convenience in availing healthcare services by leveraging digital services e.g., Unified Health Interface for healthcare services

Over the last few months, Phase I of the mission has been implemented, rolling out key building blocks in pilot mode in six Union Territories – Andaman & Nicobar Islands, Chandigarh, Dadra & Nagar Haveli, and Daman & Diu, Ladakh, Lakshadweep and Puducherry.

The building blocks designed and implemented in Phase I include:

- a) Health ID
- b) Healthcare Professionals Registry (doctor registry)
- c) Health Facility Registry (HFR)
- d) Consent Manager & Gateway
- e) NDHM Health Records (PHR app)

f) EMR Web app

As part of ongoing pilot, healthcare facilities (primarily hospitals, clinics, and diagnostic centers) have been integrating with NDHM APIs to develop seamless patient experiences on ground.

Healthcare ecosystem players are also building digital use-cases such as the health locker to provide individuals the opportunity to store health records in one location permanently and securely.

These integrations follow a structured process of application development in a test “NDHM Sandbox” environment followed by exit into production.

4.2.4 There are four key steps today to register, integrate and exit the Sandbox environment. The process steps are applicable to all types of integrators - both public and private entities

Step 1: Registration on the Sandbox website

- a) NDHM sandbox Participants are requested to register on the Sandbox & provide details of their organization, point of contact and the NDHM use-cases they wish to develop (HIP/HRP/HIU/Health Locker)

Step 2: Receiving approval to integrate in Sandbox

- a) All applications received in Step 1 are screened by an internal committee for compliance as per NDHM HIU and HIP Policy guidelines
- b) Approved applications are granted “key” to access NDHM APIs in the Sandbox environment

Step 3 Sandbox exit post integration

- a) Once NDHM sandbox participants have integrated with the APIs, they may intimate NDHM team to commence exit from the Sandbox
- b) Exit will be permitted if the application developed undergoes the following checks:
 - i. Functional Testing: NDHM has detailed a recommended patient journey to benefit the patient, healthcare facility and doctors for the pilot phase. The functional testing process maps compliance against this recommended workflow.
 - ii. Web Application Security Assessment (WASA): Assessment to identify security vulnerabilities within the application; conducted as per OWASP 10 standards (Refer: <https://owasp.org/www-project-top-ten/>) by STQC/CERT-IN empaneled agencies only
 - iii. Final clearance by internal NHA committee: Results of the Functional Testing and WASA are put forth before an internal committee to provide final sign off to the application
- c) Production” key to access NDHM APIs in the live environment is provided to the NDHM sandbox participants.

Step 4: Registration on Health Facility Registry (applicable for healthcare facility participation)

- a) Healthcare facilities, partnering with software players to develop NDHM-enabled patient workflows, are required to register on the Health Facility Registry (HFR)
- b) Only facilities who have a mapped “production key” in their HFR profile (through association with

an NDHM compliant HRP) can access NDHM services in the live environment

Additional details on Sandbox, NDHM APIs and integration process can be found in relevant sections of the NDHM Sandbox website (Refer: <https://sandbox.ndhm.gov.in/>).

5. Scope of Work

5.1 Scope of Work

- 5.1.1** Develop a self-assessment certificate service/tool to automate sandbox exit process as 'detailed in this section', within a period of 4 months from the date of empanelment and certify NDHM sandbox participants as NDHM compliant by issuing a Pass/Fail certificate.
- 5.1.2** Assess integrations performed by each NDHM sandbox participant in terms of functional with NDHM ecosystem APIs as per the scope of this RFE
- 5.1.3** Develop tools/APIs/Connectors that will enable release of a Pass or Fail certificate after use of self-assessment certificate service/tool by any NDHM sandbox participant.
- 5.1.4** NHA will sign-off on the successful integration of a sandbox participant, post submission of the pass/fail certificate by the NDHM sandbox participant to NHA.
- 5.1.5** The self-assessment certification service/tool will be required to perform the following function:
- a) **Functional Testing Service:** Provide an automated workflow to verify API integrations built by NDHM sandbox participants in their mobile or web applications. Initially, this will include a test suite specific to certain NDHM use-cases mentioned in **clause 5.1.10**. This list of use-cases defined under each module (Currently four) may be expanded as and when new developments emerge. The current list of modules (that will expand as NDHM evolves as mentioned in **clause 5.1.6**) has been listed below and explained further along with corresponding use-cases mentioned in **clause 5.1.10**
 - i. Health ID creation and/or Health ID sharing during patient registration
 - ii. Building Health Information Provider (HIP) service
 - iii. Developing Health Information User (HIU) service
 - iv. Creating a Health Locker service
- 5.1.6** The current number of modules (Refer to **clause 5.1.5-part a**) will expand when:
- a) Use-cases of other operational building blocks such as Health Facility Registry and Healthcare Professionals Registry become live and;
 - b) New building blocks such UHI and Drug Registry are added to the NDHM architecture.

The new modules will also have a sandbox exit process that will include a functional and security assessment and thus this exit process for new modules will need to be automated. As such, empaneled vendors will be required to augment their self-assessment certification service/tool to also certify NDHM sandbox participants for functional compliance for new modules that will become a part of NDHM architecture.

5.1.7 The augmentation of self-assessment certification service/tool must be mandatorily completed within a reasonable timeframe i.e. within a period of 120 days from the release of new building block and its corresponding APIs or any other time period as published by NHA.

5.1.8 The list of use-cases defined under each module (**Currently four**) may be expanded as and when new developments emerge and as such new APIs will be released to enable those new-use cases. Similarly, new API versions for current use-cases (**clause 5.1.10**) may be released over time. Therefore, bidder will be mandatorily required to update their self-assessment certification service/tool within a reasonable timeframe i.e. within a period of 30 days or any other time period as published by NHA to incorporate both:

- a) New APIs that will be released to enable use-cases under current modules
- b) New API versions for current use-cases defined in **clause 5.1.10**

5.1.9 The certification service/tool needs to provide the interface to allow NDHM sandbox participants to self-assess themselves, generate intermediate test reports and submit those test reports to NHA for final consideration.

5.1.10 NDHM use-cases to be supported by self-assessment service

External applications looking to certify themselves as NDHM compliant may support all or few of the following use-cases. The certification service/tool should build test suites to ensure API integrations are initiating expected requests & managing responses from NDHM building blocks.

- a) Health ID creation and sharing

Details of use-cases, information flow and APIs to be integrated can be found in link: <https://sandbox.ndhm.gov.in/docs/healthid>

- b) Building a Health Information Provider (HIP) service

Details of use-cases, information flow and APIs to be integrated can be found in link: https://sandbox.ndhm.gov.in/docs/build_hip

- c) Developing a Health Information User Service (HIU) Service

Details of use-cases, information flow and APIs to be integrated can be found in link:

https://sandbox.ndhm.gov.in/docs/build_hiu

d) Creating a Health Locker service

Details of use-cases, information flow and APIs to be integrated can be found in link:
https://sandbox.ndhm.gov.in/docs/build_hl

5.1.11 Scope of Web Application Security Assessment (WASA)

The NDHM sandbox participants are free to use the “Auditing Services” of STQC/CERT-IN empaneled vendors for the purpose of security assessment. These services are available in public domain. Empaneled Agencies under this RFE can also provide security assessment services, provided empaneled agencies under this RFE are empaneled with “STQC/CERT-IN.

6. Instruction to Bidders

6.1 Objective of this RFE

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

The primary objective of the empanelment of agencies through this RFE process is to create an eco-system of such agencies who can undertake assessment of technical integrations by NDHM sandbox participants at a large scale in India and expedite on-boarding of various NDHM sandbox participants to the NDHM platform

6.2 General

6.2.1 While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFE.

6.2.2 The requirements of the RFE shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.

6.2.3 This RFE supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.

6.2.4 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NHA.

6.2.5 NHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of NHA.

6.2.6 This RFE document is non-transferable

6.2.7 The RFE should not be used to market the bidder's product or services.

6.3 Availability of RFE

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

- a) Website of PM-JAY (www.pmjay.gov.in)
- b) Central Public Procurement Portal (www.eprocure.gov.in)
- c) Website of NDHM (www.ndhm.gov.in)

Bidders can obtain the RFE by submitting NDA (published with NIT) to NHA

6.4 Bid Security

6.4.1 The Bidders shall submit, along with their bids, a bid security declaration as per the format specified in **annexure IV** of this RFE and shall be liable as per the declaration

6.5 Bid Preparation costs

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

6.5.2 NHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.5.3 This RFE does not commit NHA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFE.

6.5.4 All materials submitted by the bidder will become the property of NHA and may be returned completely at its sole discretion.

6.6 Consortium and sub-contracting

6.6.1 Bidding as a consortium and sub-contracting of any services is **not allowed** for implementation of any component under the scope of this project.

6.7 Debarment from Bidding

6.7.1 The bidder shall be debarred if they have been convicted of an offence –

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

contract.

6.7.2 A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

6.8 Authorized Signatory and Authentication of Bids

6.8.1 The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the principal Officer or the duly authorized Representative of the Bidder, in which case the bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution. The power of attorneys/board resolution of the Bidder must be submitted along with the proposal.

6.9 Language

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

6.10 Complete and compliant responses

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

6.10.2 The response to this RFE should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the proposal may be rejected. Bidders must-

- a. Include all documentation specified in this RFE;
- b. Follow the format of this RFE and respond to each element in the order as set out in this RFE;
- c. Comply with all requirements as set out in this RFE.

6.11 Late Bids

6.11.1 All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in **section 3 (Time Sheet)**. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter. NHA shall not be responsible for any delay or non-receipt/non- delivery of the documents. No further correspondence on the subject will be

entertained. NHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

6.11.2 Given that the bid submission has to be made electronically on CPPP, it is advised that the bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.

6.11.3 NHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on CPPP) or by intimating all bidders, in writing or through e-mail. In such case all rights and obligations of NHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

6.12 Proposal submission document

6.12.1 The entire proposal shall be strictly submitted as per the format specified in this RFE and any deviation may result in the rejection of the RFE proposal. Refer **Section 7.4 (Bid Submission Format)** for the format for Proposal Submission

6.13 Amendment of RFE

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

6.14 Bid Validity

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

6.15 Right to the content of proposal

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

6.16 Disqualification

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

- a) Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
- b) The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFE.
- c) The proposal is received in an incomplete form;
- d) The proposal is received after the due date and time;
- e) The proposal is not accompanied by all the requisite documents;
- f) The proposal is submitted without the bid security declaration as per the format specified in the RFE;
- g) The information submitted in the proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;

6.17 Confidentiality

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

6.18 Fraud and corrupt practices

6.18.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFE, the NHA shall reject a proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process.

6.18.2 Without prejudice to the rights of NHA under clause above and the rights and remedies which the NHA may have under the Agreement, if a Bidder is found by NHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFE issued by NHA during a period of 3 years from the date such bidder is found by NHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

6.18.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "Corrupt Practice" means

- i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or
- ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of NHA in relation to any matter concerning the Project;
- a) “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- b) “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- c) “Undesirable Practice” means
 - i. establishing contact with any person connected with or employed or engaged by NHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
 - ii. having a Conflict of Interest; and
- d) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

6.19 Right to terminate the process

6.19.1 NHA may terminate the RFE process at any time and without assigning any reason. NHA makes no commitments, express or implied, that this process will result in a business transaction with anyone.

6.19.2 This RFE does not constitute an offer by NHA. The bidder's participation in this process may result in short listing the bidders.

6.20 Conflict of interest

6.20.1 The bidder shall not have a conflict of interest that may affect the selection process (the “Conflict of

Interest”). Any bidder found to have a Conflict of Interest shall be disqualified.

6.20.2 NHA requires that bidders provide professional, objective, and impartial services and at all times hold the NHA’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidders shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NHA.

6.20.3 Without limiting the generality of the above, the bidder shall be deemed to have a conflict of interest affecting the selection process, if:

- a) The bidder, or associates (or any constituent thereof) and any other bidder, or associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
- b) Such bidder or its associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- c) Such bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder; or
- d) There is a conflict among this and other assignments of the bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such bidder or having common controlling shareholders. The duties of the bidders will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the bidders shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- e) A firm hired to provide similar services for the preparation or implementation of a project, and its members or associates, will be disqualified from subsequently providing goods or works or services related to the same project;

6.20.4 A bidder eventually appointed to provide services for this project shall be disqualified from subsequently providing goods or services related to the same project and any breach of this obligation shall be construed as conflict of interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the NHA in continuation of this project or to any subsequent services performed for the NHA where the conflict of interest situation does not arise.

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

6.20.6 The empaneled firms shall disclose to the NHA in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Empaneled Agency or the Empaneled Agency’s Team) in the course of performing the services as soon as practical after it becomes aware of that conflict.

6.21 NHA's right to accept or reject any proposal or all proposals

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

7. Bidding Process

7.1 Pre-Bid Queries

7.1.1 Any clarification (pre-bid query) regarding the RFE can be submitted to NHA as per the submission mode mentioned in **section 2 (Fact Sheet)** and timelines mentioned in **section 3 (Time Sheet)** of the RFE. The pre-bid queries must be submitted in the format as mentioned in **Annexure I (Template for Pre-Bid Queries)** of this RFE, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the time sheet shall not be entertained by NHA. NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

7.2 Pre-Bid Meeting

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

- a) The representatives of the interested organizations shall attend the pre-bid conference at their own cost.
- b) Only persons, duly authorized by the interested organization, will be allowed to participate in the pre-bid conference. A maximum of four (4) representatives shall be allowed to attend the pre-bid conference.
- c) The authorized signatory of the bidder shall indicate to NHA the names of the individuals who will be attending the pre bid conference on behalf of the interested organization via an e-mail to procurement.division@nha.gov.in
- d) The authorized representatives of the bidder as specified in point 3 should carry a valid proof of identification for verification before the commencement of the pre-bid conference.

7.3 Responses to Pre-Bid Queries and Issue of Corrigendum

7.3.1 NHA will endeavor to provide timely response to all the queries. However, NHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.

7.3.2 At any time prior to the last date for receipt of bids, NHA may, for any reason, whether at its own

initiative or in response to a clarification requested by a prospective Bidder, modify the RFE document. Any modifications of this RFE, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by NHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFE.

7.3.3 The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on CPPP.

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

7.4 Bid submission format

7.4.1 The bids are to be submitted electronically on CPPP on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.

7.4.2 This RFE process will be administered through the CPP portal. The bidders are required to submit softcopies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. The bidders are required to enroll on the e-procurement module of the CPP portal. Enrolment on the CPP portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on CPPP (please visit- <https://eprocure.gov.in/cppp/>). For understanding, bidders are thus advised to go through such instructions (as published on CPPP) and take necessary assistance through the CPPP call center (if required) in order to properly submit their bids on time.

7.4.3 The Bidder should consider any corrigendum to this RFE document that may have been published before submitting their Proposals.

7.4.4 The contents of the bids should be as under-

S. no.	Document Name	Contents
1.	Power of attorney/Board Resolution	Power of attorney/Board Resolution as per section 6.8 (Authorized Signatory and Authentication of Bids)
2.	Bid Security Declaration	Scan copy of Bid Security Declaration (Original Bid Security Declaration to be submitted in a sealed cover at NHA office).
3.	Integrity Pact	Scan copy of signed pre-contract Integrity Pact as per Annexure V (Pre-contract Integrity Pact) - (Original signed pre-contract integrity pact to be submitted in a sealed cover at NHA office).
4.	Table A- Pre-qualification criteria	a) Bidders proposal as per section 8.3 (Table-A) along with the specified documents/Forms at Annexure III. b) Checklist of all documents submitted
5.	Table B- Technical evaluation criteria	a) Bidders proposal as per section 8.4 (Table B) along with the specified documents/Forms at mentioned in Table B b) Checklist of all documents submitted

- 7.4.5** The response to evaluation criteria for both Table A and Table B (refer **section 8.3 and 8.4 respectively**) should be uploaded in separate folders on the CPPP.
- 7.4.6** The proposal should be complete documents and should be in separate single PDF documents (**proposal for both Table-A: Pre-qualification criteria and Table-B: Technical evaluation criteria must be in separate PDF documents**). All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFE document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of NHA.
- 7.4.7** Original bid security declaration and signed integrity pact is required to be submitted manually at NHA's office in a sealed cover and a scan copy of bid security declaration and signed integrity pact needs to be uploaded on CPPP by the bidders. While submitting the original bid security declaration and Integrity pact, the bid security declaration and integrity pact should be placed in a sealed cover and the envelope be super scribed as "**Bid Security Declaration, Power of attorney/Board resolution and Integrity pact for RFE # <.....>, dated <.....>**"- along with bidders name mentioned on the cover. Original bid security declaration, Power of attorney/Board resolution and signed integrity pact must be submitted on or before the last date of submission at the following address-
- Principal Consultant (Administration)
National Health Authority
9th Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi - 110001
- 7.4.8** The Bidders are requested to go through the RFE document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
- 7.4.9** The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the proposal after the Bid submission time.
- 7.4.10** Each document submitted by the bidder in proposals must be duly signed by the authorized signatory **as per section 6.8 (Authorized Signatory and Authentication of Bids)**.

7.5 Empanelment of Bidders

7.5.1 Opening of Proposals:

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

7.5.2 Preliminary Examination of Proposals:

- a) NHA will examine the proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFE, will be rejected by the NHA and shall not be included for further consideration. Initial proposal scrutiny will be held and the proposals shall be treated as non-responsive, if they are:
- i. Not submitted in the format as specified in this RFE document;
 - ii. Received without the Power of Attorney/Board Resolution;
 - iii. Found with suppression of details;
 - iv. Submitted with incomplete information;
 - v. Submitted without the documents required under this RFE;
 - vi. Non-compliant to any of the clauses mentioned in this RFE;
 - vii. Lesser validity period than that prescribed in this RFE

7.5.3 Clarification on Proposals

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

8. Evaluation Process and Criteria

8.1 Introduction

- 8.1.1** In order to empanel agencies NHA will constitute an evaluation committee to evaluate the proposals submitted. 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:

8.2 Evaluation Process

Scrutiny of eligibility criteria mentioned in **section 8.3** for responsiveness to the RFE will be done by the evaluation committee to determine whether the documents have been properly signed, qualification criteria fulfilled, all relevant papers submitted and whether the response to RFE is generally in order. The evaluation committee can seek additional information from the bidders, if needed. The response to the RFE not conforming to requirements will be rejected.

- 8.2.1** The selection of agencies will be based on the evaluation of the technical bids by the evaluation committee.
- 8.2.2** Technical evaluation will be done on the basis of criteria given in **section 8.4** and as per documents submitted. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.

8.2.3 The qualifying score will be 75 marks out of 100. Bidders who qualify in the technical evaluation will be ranked on the basis of merit and will be selected for empanelment process as explained in **section 9.1**

8.3 Pre-qualification criteria

Each page of the document submitted in support of the criteria specified in table A below should be signed along with the seal of the organization indicating the name and designation of the authorized signatory of the organization

Table A: Eligibility Criteria		
Sr No	Criteria	Document Proof Required
Registered legal entity and years in operation		
1	The bidder should be:	
	a) A company incorporated under the Indian Companies Act, 2013 OR any other previous company law as per section 2 (20) of the Indian Companies Act 2013 OR Partnership firms registered under the Limited Liability Partnerships (registered under LLP Act, 2008)	i) Profile of bidder as per Form A1; and ii) Copy of Certificate of Incorporation
	b) A Company or LLP registered with the GST Authorities	i) Copy of GST Registration certificate issued by GSTN authorities
	c) A Company or LLP registered with Income Tax Authority and have a Valid PAN number	i) Copy of PAN Card
Technical Capability		
2	The bidder should have successfully completed at least 1 project of developing a self-assessment toolkit to test functional compliance for an API based integration (s) in any of the preceding 5 years from the date of publication of this RFE	i) Completion Certificates from the clients; Or ii) Work Order along with completion certificate to be attached
Blacklisting or Banned or Defaulter		
3	As on date of submission of the proposal, the bidder should not be blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under	i) Undertaking/Certificate from the Authorized signatory per Form A2

	Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	
Conflict of Interest		
4	As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation.	i) Undertaking/Certificate from the Authorized signatory per Form A3
Certification		
5	The bidder should have the following valid certifications as on the date of submission of the proposal: a) Valid STQC empanelment certificate for ISO/IEC 17025: 2017 OR b) Valid CERT-IN empanelment for information security auditing services	i) Profile of bidder as per Form A1 or ii) Copy of the valid Certificate issued from the accreditation organization
Financial Stability		
6	Average annual turnover of the firm in last 3 years should be greater than 5 Crores (Turnover in INR Crores)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from statutory auditor

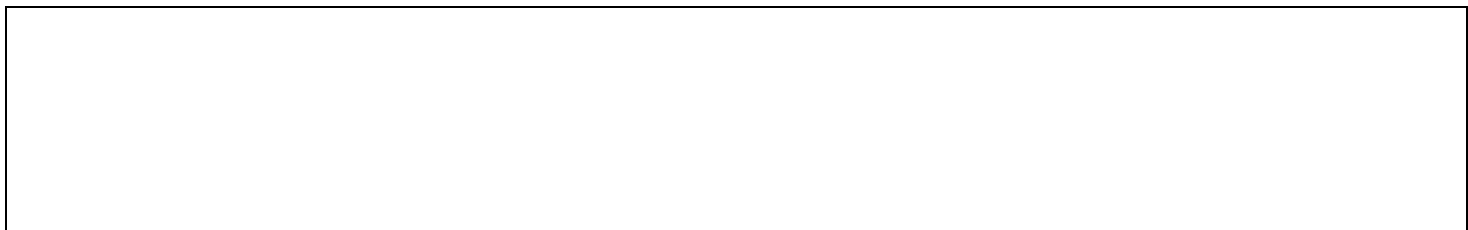
8.4 Technical Evaluation Criteria

This section provides details on the Technical Evaluation Criteria (Table B) on which proposals shall be evaluated.

Important Note:

- a) Relevant projects evaluated as per the matrix below should be those that provide “Functional Testing Service” as per Scope of Work of this RFE.

Table B: Technical Evaluation Criteria				
S. No.	Criterion	Max Marks	Basis for evaluation	Supporting Documents
Relevant Past Experience				
1	Experience “relevant” to this engagement as per the scope of work to be demonstrated for two projects	30	-	Separate Note summarizing details of the projects mentioned along with



				Completion Certificate from the client;(not exceeding two pages each)
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Approach & Methodology

2	Approach and Methodology to perform the work in this assignment: a) Understanding of the scope of the project b) Details of development of self-assessment certification service/tool <ul style="list-style-type: none"> • Technology used and salient features; and • Scalability; and • Post-implementation support to integrators c) Project work break down structure <ul style="list-style-type: none"> • Time to execution; and • Resources deployed; and • Key dependencies & milestones. 	50	-	Presentation
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Certifications and Credentials

3.	Certifications and Credentials	20	Relevant certifications (SEI-CMMI, ISO, etc.)	Copy of certificates
	Total	100		

Note:

- The evaluation committee shall evaluate the proposals of only those agencies who qualify the eligibility criteria mention in Table A under **section 8.3**
- The overall cut-off for technical evaluation will be 75%. The bidder with highest total marks shall be placed at T1 and subsequent bidders on T2, T3 and so on.

9. Award of Empanelment

9.1 Empanelment

9.1.1 Only three agencies shall be empaneled by NHA for the purpose of this RFE. Bidders who qualify and will be evaluated as per technical evaluation criteria will be ranked on the basis of merit. The top three bidders with highest marks secured in technical evaluation i.e. those that will be placed at T1, T2 and T3 will be empaneled. The NHA leadership will be the final authority for selection of the empaneled agencies.

9.1.2 Agencies shortlisted for empanelment will be required to sign an agreement with NHA, accepting

the terms and conditions laid down by NHA (**as given under Section 10**). After signing of the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

- 9.1.3** NHA shall issue letter of award for the empanelment for the selected firms
- 9.1.4** Within 7 days of receipt of the letter of award from NHA, the agencies shall sign and date the empanelment contract (**Annexure VI**) with NHA.
- 9.1.5** The empanelment shall be initially for a period of three years from the date of accepting the terms and conditions (**as given under Section 10**) by the empaneled agencies. It can be extended through an extension of empanelment letter for a further period of one year 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.
- 9.1.6** NHA reserves the right to do fresh empanelment at any point of time, over and above the empanelment done through this RFE, as per evolving needs of National Digital Health Mission.

9.2 Letter of Award

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

9.3 Allocation of Work and Price Discovery

- 9.3.1** The empaneled agencies may receive proposals from NDHM sandbox participants integrating into NDHM to use self-assessment certification service/tool by any of the empaneled vendors. Price for the self-assessment certification service/tool shall be discovered mutually between concerned empaneled agency and NDHM sandbox participant at a future date when NDHM sandbox participant applies for use of self-assessment certification service/tool.
- 9.3.2** NDHM sandbox participants will be required to undertake the self-assessment certification service/tool that may have two components i.e. a) functional assessment as per the scope of this RFE and b) Security assessment. NDHM sandbox participants will undertake functional assessment from the empaneled agencies under this RFE only; however, NDHM sandbox participants will have the choice to undertake security assessment either from empaneled agencies under this RFE or other STQC/CERT-IN empaneled vendors.
- 9.3.3** If NHA or any government department applies for use of self-assessment certification service/tool by any of the empaneled agencies, then NHA or that government department reserves the right to award the work to any of the empaneled agencies, based on the financial quote of the empaneled agency listed on the GeM portal. The process to procure the self-assessment certification service/tool by NHA or any other government department from any of the empaneled agencies shall be carried through the Government e-Marketplace (GeM) portal.

- 9.3.4** All empaneled agencies through this RFE, shall be mandatorily required to list their self-assessment certification service/tool on GeM portal during the entire duration of empanelment.
- 9.3.5** The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.
- 9.3.6** Mere empanelment with NHA does not guarantee allocation of work.
- 9.3.7** In case, NHA does not find the work of the agency up to its satisfaction, NHA reserves the right to empanel other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.
- 9.3.8** NHA will not be liable to make any payment or amount on account of conceptualization/ designing etc. for the proposals/ presentations 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.

9.4 Contract Signing

- 9.4.1** Within 3 days of receipt of the notification of award or letter of award (LOA), the successful bidder shall communicate its acceptance to the said letter of award in accordance with the terms of this RFE.
- 9.4.2** Within 15 days of the notification of award/ within 2 days of acceptance of LOA, the successful bidder shall execute the Non-disclosure agreement (NDA) **(Annexure VII)**

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

- 9.5.1** Failure of the successful bidder to agree with the terms and Terms & Conditions of the RFE shall constitute sufficient grounds for the annulment of the award.
- 9.5.2** In such event NHA may award the contract to the next best value bidder or call for new proposals from the interested bidders

9.6 Right to Exclusivity

- 9.6.1** NHA reserves the right to empanel any other firms/ agencies satisfying "Scope of Work", "Evaluation Criteria" and "Terms and Conditions", as envisaged in this RFE, during the empanelment period.

10. Terms and Conditions of Agreement

The agencies selected for empanelment will have to sign an agreement with NHA with the following terms and conditions.

10.1 Nativity

10.1.1 The organization must be incorporated in India as per details given under **section 8.3**

10.2 Relationship

10.2.1 Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "NHA" and the "bidder". No partnership shall be constituted between NHA and the bidder by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The Bidders shall be fully responsible for the services performed by them or on their behalf.

10.2.2 Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party's prior written approval.

10.3 No obligation

10.3.1 Empanelment with NHA does not guarantee that any or all Bidders shall be awarded any project / assignment as a result of this empanelment. This RFE is for empanelment of agency and depending upon the participation in NDHM eco-system by NDHM sandbox participants, price for the self-assessment certification service/tool shall be discovered mutually between concerned empaneled agency and NDHM sandbox participant at a future date when NDHM sandbox participant applies for use of self-assessment certification service/tool.

10.4 Fraud and Corruption

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

10.4.1 NHA will reject the application for empanelment if the applicant recommended for empanelment, has been determined by NHA to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NHA or any personnel during the tenure of empanelment.
- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NHA, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive eco-system, of the benefits of free and open competition.

- c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- e) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the NHA, designed to establish prices at artificial, non-competitive levels

10.4.2 NHA will reject an application for award, if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

10.5 Confidentiality

10.5.1 Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the Bidders who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of their application.

10.6 Period of Empanelment

10.6.1 NHA shall empanel agencies initially for three years. The empanelment duration may be extended through an extension of empanelment letter for a further period of one year 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.

10.7 Indemnity

10.7.1 The selected Agencies will indemnify NHA against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. NHA stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. NHA also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

10.8 Termination / Withdrawal

10.8.1 NHA reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:

- a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
- b) Information provided to NHA is found to be incorrect
- c) Empanelment conditions are not met within the specified time period
- d) Misleading claims about the empanelment status are made
- e) Clear evidence is received that empaneled agency has breached copyright laws/ plagiarized from another source

10.8.2 If the agency does not execute the contract to the satisfaction of the NHA then the NHA may invoke the following clause.

- a) Terminate the contract without any liability of NHA towards the empaneled agency.

10.9 Amendment

10.9.1 At any time prior to deadline for submission of applications, NHA may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all Bidders.

10.10 Binding Clause

10.10.1 All decisions taken by the NHA regarding this contract shall be final and binding on all concerned parties.

10.11 Agency's Integrity

10.11.1 The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

10.12 Agency's Obligations

10.12.1 The Agency will be obliged to work closely with the NHA's/concerned department's staff, act within its own authority and abide by directives issued by the NHA/concerned department.

10.12.2 Once empaneled the agency will be issued a letter of empanelment by NHA, the agency is expected to provide a self-assessment certification service/tool for functional assessment as per the scope of this RFE for all the proposals received from NDHM sandbox participants and issue a Pass/Fail report accordingly.

10.12.3 The Agency will abide by the job safety measures prevalent in India and will free the NHA from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's

negligence. The Agency will pay all indemnities arising from such incidents and will not hold the NHA responsible or obligated.

10.12.4 The Agency will be responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.

10.12.5 The Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NHA's interest.

10.13 Conflict of Interest

10.13.1 Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with the department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements.

10.14 Non-Disclosure Agreement

10.14.1 The agency will treat as confidential all data and information about the NHA obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any other party without the prior written approval of the NHA. All agencies shortlisted for empanelment shall submit a Non-Disclosure Agreement to NHA, in the format provided in Annexure VII.

10.15 Intellectual Property Rights

10.15.1 NHA shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the agency for conducting functional assessment as per the scope of this RFE and security assessment of a sandbox application and for the purposes of inter-alia use or sub-license of such Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to NHA and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of NHA.

10.15.2 The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep NHA indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services

10.16 Payment Process

10.16.1 If NHA or any other NDHM sandbox participant uses the services of any empaneled vendor, a pre-receipted bill, along with the sign off of a successful functional assessment certificate as per the scope of this RFE and security assessment certificate, specifying a Pass or Fail will have to be submitted to NHA as per the scope of this RFE.

- a) The payment will only be made once a functional assessment as per the scope of this RFE and security assessment has been done.
- b) Payments shall be subject to deductions of any amount for which the agency is liable under the empanelment or RFE conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

10.16.2 If any organization who will integrate into NDHM sandbox wants to use services of any empaneled vendor, payment will be made directly to that empaneled vendor, selected by that organization to conduct the functional assessment as per the scope of this RFE and security assessment at a price determined by the empaneled vendor.

10.17 Force Majeure

10.17.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

10.18 Arbitration

10.18.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation act 1996 as amended from time to time.

10.18.2 The Authority to appoint the arbitrator shall be the CEO of National Health Authority.

10.19 Applicable Law

10.19.1 The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

10.20 Jurisdiction of Courts

10.20.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

ANNEXURE – I: TEMPLATE FOR PRE-BID QUERIES

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

Sheet 1: Bidder's Information

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

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

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

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

Page Number – Page Number of this RFE as reflected at the bottom right corner. The bidders to mention only the page number. Ex. '29' as page number and not '29 of 156'.

- Section No. – Example– '8' and not 'Section 8'
- Section Name – Example – Scope of Work (Should be exactly the same as provided in the

RFE)

Note–

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

ANNEXURE – II: COVERING LETTER

<To be printed on Company letterhead>

Ref No.:

<DD/MM/YYYY>

To

Procurement Division
National Health Authority (NHA)
procurement.division@nha.gov.in
New Delhi

Subject: Request for empanelment for developing automated self-assessment certification service for Sandbox exit under National Digital Health Mission (NDHM)

Dear Sir,

This is with reference to your RFE No. S-12019/82/2020-Part(1) dated 22nd July 2021.

In response to this RFE we are submitting the following documents for consideration of NHA:

Annexure-III

Annexure-IV

Annexure-IV

Supporting Documents as prescribed in Table A, Table B and section 6.4

We accept all the terms and conditions specified in this RFE.

Regards

Sincerely yours,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date

ANNEXURE – III: FORMAT FOR SUBMISSION OF PROPOSALS

FORM A1: BIDDER PROFILE

<To be printed on Company letterhead>

S. No.	Item	Bidder's Response			
1.	Company Name				
2.	Year Established				
3.	Incorporated in India (Y/N)				
4.	PAN				
5.	GST				
6.	CIN				
7.	Contact Name and position				
8.	Head Office Address				
9.	Mobile (of contact person)				
10.	Telephone (of contact person)				
11.	Fax Number (of contact person)				
12.	Email Address (of contact person)				
13.	Brief Description of the Organization				
14.	Office Address				
15.	Certification Details as prescribed in Eligibility Criteria- Table A: a) STQC empanelment for API testing OR b) CERT-IN empanelment for Information Security Audits	S.no	Certificate Type	Certificate Number	Valid Up-to

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

FORM A2: UNDERTAKING/CERTIFICATE ON "NON-BLACKLISTING OR BANNED"

<To be printed on Company letterhead>

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

Sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

FORM A3: UNDERTAKING/CERTIFICATION ON “NO CONFLICT OF INTEREST”

<To be printed on Company letterhead>

Certificate for undertaking for No Conflict of Interest

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

- 1 Receive or have received any direct or indirect subsidy from any of them; or
- 2 Have common controlling shareholders; or
- 3 Have the same legal representative for purposes of this proposal and development of the self-assessment certification service; or
- 4 Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the proposal of another bidder; or
- 5 Influence the decisions of NHA regarding this proposal process; or
- 6 Participation in more than one proposal in this process. Participation in more than one proposal will result in the disqualification of all proposals. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance or support, in more than one proposal; or
- 7 Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the proposals; or
- 8 Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the solution

vendors taking part in the proposal process.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

ANNEXURE – IV: BID SECURITY DECLARATION

<No.....>

<Location, Date>

To

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

Dear Sir/s,

I/we, the undersigned, declare that-

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
- 2) I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I /We are in a breach of any obligation under the bid conditions, including the following-
 - a. I/We have withdrawn or modified or amended, impairs or derogates our proposal/bid from the RFE during the period of bid validity (i.e. 180 days from the last date of bid submission) specified in the RFE or for its extended period (if any); or
 - b. If I/we are found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
 - c. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity and that I/we-
 - i. fail or reuse to execute the contract and/or
- 3) I/We understand this bid security declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-
 - i. the receipt of your notification of the name of the successful Bidder; or
 - ii. thirty days after the expiration of the validity of my/our Bid.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date

ANNEXURE – V: PRE-CONTRACT INTEGRITY PACT

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

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

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

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

Preamble

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

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

Section 1 – Commitments of the Principal.

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

offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The bidder(s)/contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - a) 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.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) Bidder(s)/contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The bidder(s)/contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: 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 5: 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 6: 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 7: 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 8: Pact Duration

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

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

Section 9: Other Provisions

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

Integrity pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

ANNEXURE – VI: EMPANELMENT AGREEMENT

THIS Empanelment AGREEMENT (hereinafter referred to as the “Empanelment AGREEMENT”) made
On this ___ day of 2021 at Delhi, India by and between

National Health Authority through its _____,

(hereinafter referred to as “NHA/ the Purchaser”) which expression shall unless repugnant to
the context or meaning thereof mean and deemed to include its authorized representatives
and permitted assigns of the FIRST PART

And

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

- A. WHEREAS Purchaser issued an RFE Dated_2021 “RFE”, since purchaser was desirous to procure Empaneled Agency for providing the Services as defined in the Scope of Work as specified in RFE Volume I Section 4 at contracted rates for provisioning of related services.
- B. AND WHEREAS _____has been selected as the successful Bidder and has agreed to _____provide Services as listed in RFE Document No _____dated _____2021.

NOW THIS Empanelment AGREEMENT WITNESSETH AS FOLLOWS:

1. Definition and Interpretations

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

- i. “Empanelment Agreement” shall mean this agreement together with all its Schedules and appendices and any amendments thereto made in accordance with the provisions herein read with terms of RFE
- ii. “Empaneled Agency shall mean organization who is selected as the successful Bidder under in terms of RFE.
- iii. “Intellectual Property Rights / IPR” shall mean all rights, titles and interest in the patents, copyrights, trade secrets, operating practices / procedures, design rights, domain names, registered designs, trade and service marks (registered and unregistered), rights in know-how, rights in relation to databases, trade secrets, rights in relation to Confidential Information and all other intellectual property rights throughout the world including.
 - a. All registrations and pending registrations relating to any such rights and the benefit of any pending applications for any such registration; and
 - b. All reversions, extensions and renewals of any such rights.

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

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

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

3. **Interpretation:**

In the Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to the Empanelment Agreement and to RFE
- b. use of any gender includes the other genders;
- c. references to a 'company' shall be construed to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. References to a 'person' shall be construed to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted from time to time;
- f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. references to a 'business day' shall be construed as a reference to a day as per English Calendar Month (other than National Holiday on which banks in the state of are generally close for business);
- h. references to times are to Indian Standard Time;
- i. a reference to any other document referred to in the Empanelment Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.
- k. Empaneled Agency/ Successful Bidder/Agency has been used for the same entity i.e. bidder selected for the project under terms of the RFE
- l. All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR

4. 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

5. Priority of Documents:

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

- i) This Empanelment Agreement read with Work Order and Service Levels
- ii) Non-Disclosure Agreement
- iii) Schedules and Annexures to the Empanelment Agreement
- iv) RFE Document No S-12019/82/2020-Part(1) 2021 along with subsequently issued Corrigendum
- v) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished in response to the RFE, to the extent they are not inconsistent with any terms of the RFE.

6. Term:

This Empanelment Agreement shall come into effect on <***> 2021 (hereinafter the 'Effective Date') and the empanelment shall be valid for an initial period of 36 months (thirty six months) from the effective date, extendable to a further period of 1 years (one year at a time), at the discretion of NHA on same terms and conditions. The decision of contract extension shall be solely at the option of NHA and cannot be claimed by the Empaneled Agency as a matter of right.

7. Consideration:

RFE Consideration shall be read in reference to Work Order.

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.
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.

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

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.

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

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

For National Health Authority (NHA) Mr. <R.S. Sharma>
<Designation> Seal

For Empaneled Agency Mr. <Name>
<Designation> Seal

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

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

ANNEXURE – VII: NON-DISCLOSURE AGREEMENT

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

BETWEEN

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

AND

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

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

1. Purchaser is desirous to implement the project of --.
2. The Purchaser and EMPANELED AGENCY have entered into an agreement in furtherance of the Project dated .
3. Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party) recognizes that

they will disclose certain Confidential Information (as defined hereinafter) to the other Party (“Receiving Party”).

4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

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

DEFINITIONS AND INTERPRETATION

1. Definitions

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

3. Interpretation

In the Agreement, unless otherwise specified:

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

3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down

except in money calculations where such amounts shall be rounded off to the nearest INR.

4. Ambiguities within Agreement

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

- (a) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
 - (b) as between the provisions of the Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
 - (c) as between any value written in numerals and that in words, the value in words shall of agreements
- The Parties hereby expressly agree that for the purpose of giving full and proper effect to the Agreement, the Agreement and the Agreement shall be read together and construed harmoniously. In the event of any conflict between the Agreement and the Agreement, the provisions contained in the Agreement shall prevail over the Agreement.

5. Term

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

6. Scope of the agreement

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

7. Obligations of the receiving party

The Receiving Party shall:

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

demanded;

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

8. Exceptions to confidential information

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

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

9. Ownership of the confidential information

- (a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- (b) By disclosing the Confidential Information or executing the Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- (c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of the Agreement from working on future projects for the

Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under the Agreement.

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

10. Dispute resolution

- (a) If a dispute arises in relation to the conduct of the Agreement (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.
- (b) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- (c) During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed as mutually decided between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held at New Delhi.
The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any disputes.
- (b) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of the Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. Variation

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

12. Waiver

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

- (a) shall be in writing

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

13. Exclusion of Implied Warranties

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

14. Entire agreement

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

15. Severability

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

16. No partnership

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

17. Third parties

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

18. Successors and assigns

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

19. Notices

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

If to Purchaser:

Attn: <***> Tel:

Fax:

Email:

Contact:

With a copy to:

If to the EMPANELED AGENCY:

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 EMPANELED AGENCY shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the Agreement.

23. Removal of difficulties

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the EMPANELED AGENCY by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Purchaser by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

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End of document