



**National Health Agency**  
**Ministry of Health & Family Welfare**  
**Government of India**

**F. No. S.12012/128/2018-NHA**

Selection of a Communication Agency for

**Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana (PMJAY) at National  
Health Agency**

**Request for Proposal [RFP]**



## **A. Disclaimer**

1. The information contained in this Request for Proposal (RFP) Document is being provided to Service Providers on the terms and conditions set out in this Tender.
2. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Agency) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.
4. 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this

RFP Document or arising in any way for participation in this Bid Process. The 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 RFP.

5. 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 RFP Document. The issue of this RFP Document does not imply that the NHA is bound to select or appoint a Bidder, as the case may be, for the Project and the NHA reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.
6. The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Service Provider 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.

## **B. About Us**

### **B.1 Background**

Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana (PMJAY) is an attempt to move from sectoral, segmented and fragmented approach of service delivery through various National and State/UT schemes to a bigger, more comprehensive and better converged need-based service delivery of secondary and tertiary care. Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (PMJAY) seeks to accelerate India's progress towards achievement of Universal Health Coverage (UHC) and Sustainable Development Goal - 3 (SDG3). It has the potential to transform the healthcare landscape of India. It will not only increase the efficiency and reach, but will also provide financial health protection for most of the hospitalisation cost thereby reducing out of pocket expenditure on health significantly but also help reduce Out of Pocket Expenditure (OOPE) for hospitalizations. It will help mitigate the financial risk arising out of catastrophic health episodes.

### **B.2 PMJAY – Key Features**

1. Targeting over 10 crore poor and vulnerable beneficiary families. For identification of beneficiaries, PMJAY will use deprivation and automatic inclusion criteria for rural areas and defined occupational categories for urban from Socio-Economic Caste Census 2011 (SECC). All beneficiaries covered under Rashtriya Swasthya Bima Yojana (RSBY) but not included in eligible SECC beneficiary list will be automatically included.
2. Eligible families entitled for cashless treatment benefits up to ₹5 lakh per family per year (on a family floater basis), for secondary and tertiary care hospitalization. They can avail of these benefits at any (public or private) empanelled hospital across India (national portability).
3. No cap on Family Size to ensure all members of designated families specifically girl child and senior citizens get coverage. Suggested to preferably make woman as the head of a family.
4. Beneficiaries encouraged to bring Aadhar or any other recognized government photo identity for the purpose of identification. However, benefits will not be denied

under the Scheme in absence of Aadhar.

5. Institutional Arrangement:

- a) At Centre, a dedicated National Health Agency (NHA), headed by a full-time CEO, has been set up to facilitate implementation of PMJAY in the form of a Society.
- b) States/ UTs advised to implement through a dedicated entity, State Health Agency (SHA). They can either use an existing Trust/ Society/ Not for Profit Company/ State Nodal Agency (SNA) or set up a new entity to implement the scheme.

6. Responsibility of implementing PMJAY shall lie with States. They can choose preferred mode of implementation which can be either through Insurance Companies, Trust or a mixed approach.

7. States can implement their own schemes in Alliance with PMJAY.

8. A robust, modular, scalable and interoperable IT platform connecting NHA with SHAs and beneficiaries to the designated private and public health providers is being developed.

9. Benefit package includes identified surgical, medical and day-care benefits of secondary and tertiary nature. Procedures also include lifesaving and emergency treatments that primarily account for catastrophic expenses for families.

10. Payment for treatment on package rate (defined by the Government in advance) basis. States will have the flexibility to modify these rates as per guidelines.

11. Public hospitals will get additional funds through claim payments from Insurance Companies/ Trust for treatment provided to beneficiaries. They can use this fund to strengthen their facilities and to provide incentives.

12. While ensuring user convenience, PMJAY would create robust safeguards to prevent misuse/ fraud/ abuse by providers and users.

13. A well-defined Complaint & Public Grievance Redressal Mechanism, actively utilizing electronic, mobile platform, internet as well as social media, will be put in place.

14. The ratio of contribution towards premium/cost between Centre and State will be 60:40 in all States except North Eastern States & 3 Himalayan States where the ratio is proposed to be 90:10. In the case of Union Territories, the Central contribution of premium is proposed to be 100% for UTs without legislature, while it is proposed to be 60:40 for those with legislature.

15. Transfer of grant-in-aid as premium to the Insurance Company / actual cost to the Trust and administrative funds to SHA to be made through dedicated escrow accounts.

### **B.3 Role of Government of India/NHA**

Government of India, through NHA, shall provide assistance to States for the implementation of PMJAY in either Trust mode, Insurance mode, or a combination of the Trust or Insurance mode. In particular, the Government of India through NHA shall do the following:

1. Central share of grant-in-aid: Release of Central share of grant-in-aid either as premium contribution (decided by competitive bidding) for Insurance Company mode, to the dedicated escrow account, or as actual claim for Trust mode including administrative expenses in a timely manner. Amount of Central share shall be the lowest of premium or actual claim and national ceiling.

2. Fostering coordination for implementation of PMJAY in Alliance with State schemes: Fostering coordination with States for implementation of PMJAY in Alliance with State schemes which includes providing any support to SHAs as required. NHA will also coordinate with regulatory bodies including IRDAI and other initiatives/agencies /authorities for sectoral reforms on behalf of the PMJAY.

3. Database of beneficiaries: Providing database of eligible beneficiary families (PMJAY database) to the States. In case State is covering a larger number of beneficiaries than PMJAY under their own Scheme, they can use their own database, subject to an assurance by the State that all PMJAY eligible families (as decided by their inclusion in SECC database) have been included in the State database.

4. Operational Guidelines and Model Tender Document (MTD) for selection of Insurance Company, Implementation Support Agency (ISA), and Third Party

Administrators (TPAs): Provide PMJAY operational guidelines and MTD and any possible modifications to it from time to time to States, as guiding posts for implementation under the ambit of the policy and the technology while providing requisite flexibility / discretion to the States (as per due process) to optimally chalk out the activities related to implementation in light of the special conditions of their own State/ UT. NHA will exercise general scrutiny on the tendering process carried out by States/SHA.

5. National Portability: Laying down the process and terms for extending portability of benefits to all PMJAY beneficiaries at any empanelled health care providers (public and private) across India.

6. IT System and Technical Support: Provide a Central IT platform with functional modules for identification of eligible beneficiaries, transaction and claim management and provision of all services under PMJAY. This will include Grievance Redressal platform and national helpline.

7. Packages and criteria for empanelment of health care providers: Provide list of packages along with indicative rates for treatments under PMJAY. Criteria for empanelment of health care provider under PMJAY will also be provided. These can be adapted to State-specific situation as per defined process.

8. Awareness Generation: Enable beneficiaries (who are the primary audience of this Mission) to receive correct information about entitlements, scheme benefits, empanelment and other key details, by providing the States with standardized awareness generation materials for dissemination, which can be adapted to local languages. Amongst the secondary audience (media, general audience etc), create positive news around PMJAY and position PMJAY as a game changer in achieving Universal Health Coverage. NHA will also develop communication and training material for other secondary audiences such as hospitals, Front Line Workers etc to prepare them in implementing the scheme.

9. Training and Capacity Building: Provide standard training manuals for stakeholders and support the States in organizing training of trainers and other capacity building activities in the State.



10. Review and monitor progress under PMJAY: Review the performance of the Scheme and monitor it on a regular basis and issue necessary directions from time to time.

#### **B.4 Role of State Government/SHA**

State Government shall set-up State Health Agency (SHA) as a dedicated entity, under the administrative control of State Department of Health and Family Welfare for implementation of PMJAY. Preparedness of the States is more important than any other factor for the success of PMJAY. In order to ensure the timely roll out of the scheme and effective implementation, States are expected to perform the following:

1. Provide necessary approvals: Approvals for implementation of PMJAY and budget commitment for State contribution for premium and for incurring the administrative costs will be needed. Approval for expansion of the Scheme /Alliance with existing State schemes, cost for which will be borne by the State, will also need to be taken.
2. Signing of Memorandum of Understanding (MoU) with NHA: State/SHA will sign a MoU to formalise the partnership with NHA for implementation of PMJAY.
3. Institutional structure at State (SHA) and at districts: Decision on setting up of a new State Health Agency or identification of an existing agency, managing their own health insurance/ protection schemes, for implementing PMJAY. Appropriate staffing of to carry out its functions effectively with respect to implementation. Similarly, setting up of District structures responsible for implementing the scheme and monitoring at the District level is very important for the success of the Scheme.
4. Data management: Availability of team at State/ SHA to manage the PMJAY data. If the State has decided to expand PMJAY to more categories of beneficiaries then mapping of PMJAY and State scheme beneficiaries will need to be carried out.
5. Decision on IT platform: State/SHA need to decide on the IT platform to be used for implementation of PMJAY, Central IT platform or their own IT platform (following data sharing guidelines). If using Central IT platform, decide on central hosting or State level hosting (in case additional features or functionalities are required).

6. Awareness generation of the scheme and informing target beneficiaries (who are the primary audience of this Mission) about their entitlements: The success of the scheme to a large extent will depend on informing the beneficiaries about their entitlements, how to access the services, and, channels for providing client feedback/grievance redressal. The awareness generation process, adopting various methods, will need to be a continuous activity to be carried out by the State. The States will also disseminate communication material to other secondary audiences such as hospitals, Front Line Workers etc to prepare them in implementing the scheme. They will also liaise with the local media in disseminating the salient features of the scheme
7. Tendering process for selection of Insurance Company or Setting-up / Identification of a Trust: For Insurance mode, carry out tendering process (based on MTD shared by NHA) for selection of an Insurer and signing of contract upon selection. OR Setting up of SHA / Trust with requisite capacities for implementation of PMJAY in Trust mode.
8. Empanelment of Health Care Providers: The responsibility for empanelment of health care providers lies with the State Government/ SHA. The SHA may take support of Insurance Companies, if applicable and / or required. All public hospitals (CHC and above) will be deemed to be empanelled.
9. Timely release of funds (to Insurance Company or to Hospitals): For Insurance mode, release premium to insurance company, through dedicated escrow account, in a timely manner as per the defined guidelines. For Trust mode, timely claim payments to Empanelled Health Care Providers to be paid as per the defined guidelines.
10. Monitoring: Monitoring the scheme effectively is the most important function of SHA and it shall set up a comprehensive monitoring system for PMJAY, which shall be integrated with IT system through data for fraud/ abuse prevention and control.

### C. Invitation to Proposal

New Delhi

Date: 01/09/2018

The Government of India is committed to ensuring highest possible level of health and well-being for all, through a preventive and promotional health care orientation in developmental policies and universal access to good quality health care services without anyone having to face financial hardship. To fulfill this vision, the Government of India conceptualized 'Ayushman Bharat' (Healthy India), a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based health care service. 'Ayushman Bharat adopts a two-pronged approach. Firstly, the creation of health and wellness centers to bring health care closer to homes. Secondly, the formulation of a National Health Protection Mission (PMJAY) to protect poor and vulnerable families against financial risk arising out of catastrophic health episodes. For focused approach and effective implementation of PMJAY, an autonomous entity, the National Health Agency (NHA) was constituted. Established as a Society on 11th May 2018, the National Health Agency is registered under the Society Registration Act, 1860. The State Governments are expected to similarly set up State Health Agencies (SHA) to implement PMJAY. The National Health Agency (NHA) will provide overall vision and stewardship for design, roll-out, implementation and management of PMJAY in alliance with state governments. Inter-alia, this will include, formulation of PMJAY policies, development of operational guidelines, implementation mechanisms, coordination with state governments, monitoring and oversight of PMJAY amongst other.

The objective of this RFP is to seek the services of a communication agency capable of developing and executing a 360-degree communication campaign which will be selected as per Combined Quality and Cost Based Selection (QCBS) method.

The official website for accessing the information related to this RFP is: <https://www.abnhpm.gov.in>. Interested applicants are requested to submit their proposals to the "RFP" at the address mentioned below **on or before 11/09/2018, 1700 hrs.**

The submissions must be addressed to:

Shri B.K. Datta,

General Manager-Administration,

9<sup>th</sup>Floor, Tower I, Jeevan Bharati Building,

Connaught Circus, New Delhi, Delhi 110001

#### D. Fact Sheet and RFP Schedule

S. No.	Reference	Description
1.	RFP Number and Issuing Authority	S.12012/128/2018-NHA Chief Executive Officer, National Health Agency
2.	Date of publishing of RFP	01/09/2018
3.	Job Requirement	The objective is to seek the services of a Communication Agency for Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana(PMJAY) by National Health Agency.
4.	Method of selection	Three stage process comprising of a Pre-Qualification evaluation, Technical Evaluation and Commercial Evaluation. The final selection shall be based on Combined Quality and Cost Based Selection (QCBS).
5.	Name of purchaser	Chief Executive Officer, National Health Agency.
6.	Date till which the RFP response/bid validity should be valid	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission
7.	Pre-Bid Queries	<b>Clarification must be requested on or before 4<sup>th</sup> September 2018 1400 hrs</b> Bidders shall share the MS excel file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail

S. No.	Reference	Description
		address for requesting clarification is: <a href="mailto:pm-nhpmission@gov.in">pm-nhpmission@gov.in</a>
8.	Pre-Bid Meeting	Date & Time of pre bid meeting <b>7<sup>th</sup> September, 2018, 1100 hours</b> at the Official Address: National Health Agency, 9 <sup>th</sup> Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi, Delhi 110001
9.	Bid submission	The last date for submission of <b>Proposal is on or before 1100 hrs. on 11<sup>th</sup> September, 2018</b> The proposal to be submitted physically at the address mentioned below- Shri B.K. Data, General Manager- Administration, National Health Agency, 9th Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi, Delhi 110001
10.	Currency	The applicant to state all costs in Indian Rupees only (₹).
11.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered
12.	Date, Time and venue for opening of pre-qualification bids of all bidders	Date, Time and venue for opening of pre-qualification bids of all bidders- <b>12<sup>th</sup> September 2018, 1500 hrs.</b> at –National Health Agency, 9th Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi, Delhi 110001

S. No.	Reference	Description
13.	Date, Time and venue for opening of technical bids (only of the bidders who have qualified in the pre-qualification stage)	Date, Time and venue for opening of <b>technical bids</b> (only of the bidders who have qualified in the prequalification stage)- <b>14<sup>th</sup> September, 2018 at 1500 hrs</b> at – National Health Agency, 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi, Delhi 110001
14.	Date, Time and venue for technical presentation of bidders (only of the bidders who have qualified in the pre-qualification stage)	Date, Time and venue <b>for technical presentation of bidders</b> (only of the bidders who have qualified in the prequalification stage) <b>17<sup>th</sup> September, 1100 hrs.</b> at – National Health Agency, 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi, Delhi 110001
15.	Date, Time and venue for opening of financial bids of all bidders (only of the bidders who have qualified in the technical evaluation stage)	Date, Time and venue for opening of financial bids of all bidders (only of the bidders who have qualified in the technical evaluation stage)- <b>18<sup>th</sup> September 2018, 1500</b> hours at – National Health Agency, 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi, Delhi 110001
16.	Date, Time of announcement of the selected bidder.	To be announced later

## **SECTION 1: INSTRUCTIONS TO THE COMMUNICATION AGENCY**

### **1.1 Introduction**

1.1.1 National Health Agency (NHA) proposes to appoint a Communication Agency to support a 360 degree communication campaign for PMJAY with the objective to create a positive image of PMJAY and eliminate information gaps, enable beneficiaries and stakeholders to receive correct information about entitlements, scheme benefits, empanelment and other key details.

1.1.2. NHA intends to get various 360 degree campaigns to support the communication objectives of PMJAY. The Communication Agency needs to identify the possible creative routes, taglines, logos and strategic platforms for strengthening the positioning of PMJAY and, also develop a sustained PR plan for NHA.

1.1.3 As part of campaign NHA will also undertake production of Information, Education and Communication (IEC) and promotional material on a regular basis (for mass media and digital), including TVC, radio spots, press ads, hoarding designs, brochures, ready reckoners, leaflets, flip books, standees, posters, etc., which will be circulated and distributed to prospective industries, trade associations and other stakeholders in the industry across India.

1.1.4. The Communication Agency would be appointed for a period of three years, with a provision for extension on a yearly basis for reviewing the Scope of Work and the remuneration. Also, either party (NHA or the communication agency) may terminate the contract by giving each other 3 months' notice without specifying any reason whatsoever.

1.1.5. Interested communication agencies will be invited to submit their proposals for the assignment, which must include the following, as detailed subsequently in this document:

**(i) Pre-Qualification Proposal**

**(ii) Technical Proposal**

**(iii) Financial Proposal**



1.1.6. It may be noted that the costs of preparing the proposal are not reimbursable, and NHA is not bound to accept any of the proposals submitted with regards to this RFP.

1.1.7. The agency must observe the highest standards of ethics during the selection and execution of the contract. NHA may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## **1.2 Minimum Eligibility Criteria (Refer Section 4.2.1)**

1.2.1. The Communication Agency must have been in operation for a minimum of 15 years as on the date of the issue of this RFP in designing/production of creatives/commercials for various media, including print, TV, radio, online (social and digital), outdoor, etc., as well as IEC material including brochures, leaflets posters, maps, calendars, etc.

1.2.2. The Communication Agency must have **turnover** from business operations of INR 100 crore and above consistently in the last five financial years (2012-13, 2013-14, 2014-15, 2015-16, 2016-17).

1.2.3. The Communication Agency should have handled at least 5 creative accounts in any sector, with revenue of average INR 1 crores in each of the said creative accounts, in the last 3 financial years (2014-15, 2015-16, 2016-17).

1.2.4. The Communication Agency should have the capabilities to handling all functions of advertising, PR, Digital & Social media including website management.

1.2.5. The Communication Agency should have strong Service Sector Credentials – Minimum 5 campaigns of National Coverage, preferably in health and social/development sectors in the last 10years.

1.2.6. The Communication Agency should have handled 5 PR assignments preferably in health and development sectors in the last 10 years.

1.2.7. The Communication Agency should be able to provide a well-qualified, dedicated servicing and creative team, for undertaking the creative work and campaign of PMJAY the Communication Agency team would work closely with NHA.

1.2.8 The Communication Agency should have offices located across at least 3-4 cities, to ensure regional presence.

1.2.9 The Communication Agency must have handled campaigns of at least 5 brands (mention/certify names in the letter) regionally (regionally means in a minimum of 4 states).

1.2.10 The Communication Agency shall not have been declared ineligible for corrupt or fraudulent practices with any Government departments/agencies/ministries or PSU's and should not be blacklisted as on 31.01.2017 (a declaration by the authorized representative of the bidding agency to be submitted as Annexure 5).

1.2.11 Relevant certificates/documents in support of fulfilment each of eligibility criteria must be submitted, otherwise bids will not be considered.

### **1.3 Scope of Work**

1.3.1. Providing annual creative vision for the contract period to create a positive Vision for PMJYA. This needs to be split for Year 1, and then for Years 2&3 together

1.3.2. Formulating and implementing a creative and PR strategy for the target markets for each year till the contract expires. The Communication Agency is expected to submit a strategy for the major campaigns along with the sectoral campaigns based on the creative and IEC material as enumerated in paras 1.3.3 & 1.3.4.

1.3.3. Designing and production of creatives for collaterals, print, television, radio, online, outdoor, PR Strategy and other media during the contract period as detailed below, on themes/subjects to be decided in consultation with NHA. The creatives would, at times, be required to be provided at very short notice. The break-up of the work to be undertaken during the three years of the contract period is indicated below:

### **Production of Creative Material (Per year)**

- Up to 100 print creatives (print ads, brochures, ready reckoners, leaflets, flip books, standees, posters, etc), these creatives would be adaptable for use in all other media formats. The designed creatives should be adapted in up to 18 regional languages. The creatives would be produced with fresh shoot/stock images (with perpetuity).
- Up to 100 creatives for the online media
- Up to 10 Television commercials of 60-second duration, with 30-second/20-second/10-second edits for promoting various campaigns. The content of the TVCs would be entirely by fresh shoot and the agency will have to submit the final product along with the raw footage.
- Up to 10 radio spots/jingles of 60-second duration, with 30-second/20-second/10-second edits for promoting various campaigns.
- An anthem for the PMJAY Campaign that can be used across TVCs, as radio, on social media platform, at promotional events, etc.
- The scope of work defined in this para is only given as reference for calculation of fixed annual fee component. Other payments will be made only for the actual work done, as per the approved rate card.

1.3.4. Designing of advertorials and other IEC material, including brochures, leaflets, posters, calendars etc. during the contract period as detailed below, themes/subjects to be decided in consultation with NHA. This would also entail supervision of printing of the IEC material by printing Agency identified by NHA to ensure quality of production. The break-up of the work to be undertaken during three years of the contract period is indicated below:

### **Designing of IEC Material (Per Year)**

- Up to 100 posters on identified themes, with high quality, printable images

- Up to 30 brochures or booklets of 8-32 pages each, on identified themes/ subjects, in English and regional languages, with high quality, printable images in each brochure. Images will be paid for actual cost based on selection
- Up to 30 Ready reckoners
- Up to 30 Flip Books
- Wall & Desk Calendar
- Up to 10 designs for standees and backdrop, with adaptations for digital banner
- Up to 6 designs for merchandizing items such as folder, pen, notepad, booklet

The scope of work defined in this para is only given as reference for calculation of fixed annual fee component. Other payments will be made only for the actual work done, as per the approved rate card.

1.3.5. For creative work relating to production of creative material and designing of IEC material as enumerated in paras 1.3.3. & 1.3.4. above, payment will be made on the basis of the item-wise costs submitted by the agency in its financial proposal. For any additional substantive work, not pertaining to items of work included in the Scope of Work, payment will be made based on cost estimates to be submitted by the agency, with rate reasonability of the same to be decided by a Committee constituted for the purpose by NHA.

1.3.6 For creative work relating to the production of creative material on the digital platform like re-designing of the existing assets, creating a mobile version of the aforesaid re-designed website and social media management with emphasis on Twitter, Facebook and Blogger Outreach program, creating digital assets like Product Demos and 3D walkthroughs.

1.3.7 For work related to handling the Public Relations like promoting the PMJAY, leveraging media engagement platform for Spokespeople, handling regional media public relations, conduct events and forums for Spokespeople, handle feature stories, profiling beneficiaries of PMJAY, narrating success stories, creating testimonials, organizing conclaves/forums in partnership with media houses to widen its impact and reach, assisting in crisis management. Estimating the value of the PR generated by the work done by the PR agency.

### 1.3.8.Digital Amplification, Social Media Management, and Website Management Agency

- i. Overall digital strategy for NHA/PMJAY
  - a. The agency is required to draw up the Digital Media vision, strategy and approach for NHA/PMJAY. The strategy should also include the expectations from the state and how the NHA and SHA efforts will be synchronized and synergized.
  - b. The digital strategy must have coherent and unified messaging.
  - c. For the first year, the strategy and plans will be detailed, with month-wise planning, including techniques used. For year 2 and year 3, the strategic approach will be written by the agency.
  - d. The agency will submit the digital strategy document to NHA for its approval.
  - e. Strategy and rationale for Paid and free social media, including the relevance for the various target audiences.
- ii. Website management
  - a. Updating and analyzing the PMJAY website with the latest and most relevant information. Deleting or archiving information that is no longer required
- iii. Account Management
  - a. The Agency shall create, manage current existing accounts, and subsequently maintain accounts for NHA/PMJAY on social media platforms such as the official Facebook Page, Twitter Profile, YouTube Channel, Google plus, LinkedIn and Instagram or any other social media (blogs etc.).
  - b. The following is the envisaged deliverables under various social media account management activities. However, number of posts may go higher depending upon the activities under PMJAY. The agency shall also provide YouTube video links on official social media accounts along with organizational details of NHA, discussions, groups.

#### # Social Media deliverable (indicative)

3 posts per day (additional posts may be required during campaigns)

# Social Media deliverable (indicative)	
	Creating a bank of design templates and cover images that can be used periodically, based on various themes of the posts  (designs to be approved by NHA)
	2 campaigns per month
	1 mini campaign per month
	Facebook Live
	3 Tweets per day (additional tweets may be required during campaigns)
	Live Tweeting – 1 event per month. The live tweet may also include Q & A sessions.
	Create a new LinkedIn account for NHA/PMJAY
	1-2 posts per day (additional posts may be required during campaigns).
	4 pulse articles per month
	Create a new You Tube channel for NHA/PMJAY
	Channel maintenance –Video production and uploads.
	10 blog posts per month by influencers/thinkers/stakeholders

- c. Content development and management of other digital platform such as Webinars, Google Hangouts, Periscope, Quora
- d. Any other relevant digital activities e.g. e-mailers/ brochures, annual report in the form of e-book, SlideShare etc.

#### iv. Development of digital content

- a. Development of the digital content for the digital activities. This includes ideation, conceptualizing, designing and crating digital content.

v. **Reputation and Issues Management**

- a. The agency is required to do Social Listening, Sentiment Analysis and Query Management
- b. The agency is required to deploy a tool for 'Reputation and Issues Management' which should have the following capabilities (but not limited to building positive Image: Use a good industry standard monitoring tool for analyzing comments / remarks about NHA/PMJAY in various social media platforms and responding them in such a way which changes the image to positive.
- c. The agency shall conduct a social media audit to benchmark the NHA/PMJAY's existing status or effectiveness in social media. The agency shall also provide reports as of how to make NHA/PMJAY more effective on social media. Such reports to be submitted after every quarter by the agency to NHA.

1.3.9. Other related and miscellaneous work including:

(i) Adaptation/replication of creatives produced for the print, television, outdoor, online, other media for use, as per the requirement of publications, channels, outdoor sites, websites and portals, any other ideas to make the entire advertising work look interesting and in perfect sync etc.

(ii) Translation of the print/outdoor/online creatives, radio spots and TVCs subtitle into regional languages as and when required. The TVCs would have sub-titles in the concerned regional language or in English or Hindi, as required..

(iii) Any other minor creative work that may be assigned by NHA from time to time, including designing of creative promotional material for promotion of India as a brand during road shows, seminars, conferences, etc., and development of logos as may be required from time to time Other payments will be made only for the actual work done, as per the approved rate card.

**IMPORTANT:**

- a. Content created by the agency (for any of the elements stated above) must be copyright protected and unauthorized use of this must be monitored. The agency shall ensure that there is no plagiarism in any of the deliverables/posts/campaigns etc. or anything which is assigned to the agency.
- b. The full copyright of all creative and IEC material produced would rest with NHA. This would include full copyright of images used in the creative and IEC material.
- c. The logo(s), punch line(s), tag lines(s), brand guidelines created for various schemes will be the property of NHA in perpetuity.
- d. All creative and IEC material designed/produced will be of international quality.
- e. The Agency will ensure submission of required creatives/IEC material and any other work undertaken within the time frame that would be conveyed by NHA for each work assigned.

#### **1.4 Resource Requirements**

On selection, the agency would be required to deploy a team of professionals at NHA as indicated below-

- a) Each member of the team must be a full-time employee of the bidder and should have been working with the Agency for a period of at least 1 year.
- b) The team shall be deployed on an exclusive basis and that bidder to ensure that no resource deployed under this Project works on any other engagement.
- c) The resources to be deployed at Delhi NCR.
- d) NHA reserves the right to conduct interviews of the resources proposed by bidder.
- e) The following table indicates the number of resources and proposed responsibilities required for the assignment-

#	Resource	Number of Resources
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1.	Project Manager-cum-Account Lead	1
2.	Client servicing Managers (including for creative, social media and PR)	3-4
3.	Account Planning Manager	1
4.	Copy Writer (including digital)	1-2
5.	Design & Art person (including digital)	1-2
6.	Website manager	1
	Total	8-11

## Instructions to Bidders

### 2.1 General

- a. 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 RFP.
- b. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
- c. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
- d. 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.
- e. NHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of NHA.
- f. This RFP document is non-transferable.

- g. The RFP should not be used to market the bidder's product or services.

## **2.2 Availability of RFP Document**

The Bid document can be downloaded for free from <https://abnhpm.gov.in> . The RFP document is available for download on all days and 24 x 7 till the last date of submission of bids.

## **2.3 Bid Preparation Costs**

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NHA to facilitate the evaluation process.
- b. NHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c. This RFP 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 RFP.
- d. All materials submitted by the bidder will become the property of NHA and may be returned completely at its sole discretion.

## **2.4 Debarment from Bidding**

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

## **2.5 Authorized Signatory and Authentication of Bids**

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

## **2.6 Language**

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

## **2.7 Complete and Compliant Responses**

- a. Bidders are advised to study all instructions, forms, requirements and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. The response to this RFP should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - Include all documentation specified in this RFP;
  - Follow the format of this RFP and respond to each element in the order as set out in this RFP;
  - Comply with all requirements set out in this RFP.

## **2.8 Late Bids**

- a. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. 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.

- b. Given that the bid submission has to be made physically, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles. The NHA shall not entertain any bids which could not be submitted properly or were incomplete in any manner for whatsoever reasons.
- c. NHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum or by intimating all bidders, in writing or through e-mail, in which case all rights and obligations of NHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **2.9 Amendment of the RFP**

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

## **2.10 Bid Validity**

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. NHA may request the Bidder(s) for an extension of the period of validity of the bid up to 90 more days.

## **2.11 Right to the Content of Proposal**

All bids and accompanying documentation of the Technical proposal will become the property of NHA, and will not be returned after opening of the technical 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.

## **2.12 Disqualification**

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

- a. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
- b. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
- c. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
- d. The Proposal is received in incomplete form;
- e. The Proposal is received after the due date and time;
- f. The Proposal is not accompanied by all the requisite documents;
- g. The Proposal is submitted with lesser validity period;
- h. The information submitted in the Pre-Qualification and Technical 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;
- i. The Commercial Proposal is enclosed within the technical Proposal or other Proposal;

### **2.13 Confidentiality**

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

### **2.14 Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the 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. In such an event, NHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and/or PBG, as the case may be.
- b. 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 RFP 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.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a. “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner

whatsoever, directly or indirectly, any official of NHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of NHA in relation to any matter concerning the Project;

- b. “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the selection process;
- c. “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- d. “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by NHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
- e. “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

## **2.15 Right to Terminate the Process**

- a. NHA may terminate the RFP 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.

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

## **2.16 Conflict of Interest**

- a. An Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NHA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NHA for, inter alia, the time, cost and effort of the NHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the NHA hereunder or otherwise requires that the agency provides professional, objective, and impartial services and at all times hold the NHA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NHA.
- b. Without limiting the generality of the above, Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i. 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;
  - ii. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - iii. 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
  - iv. 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 Consultant will depend on the



circumstances of each case. While providing consultancy services to the NHA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- v. A firm hired to provide consulting 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;
- c. 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 12 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.
- d. 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

#### **2.17 Bid Security/EMD**

- a. An EMD in the form of a **Bank Guarantee** from scheduled/commercial bank of the value of Rs. 5 lakh must be submitted in favour of “National Health Agency” payable at New Delhi.
- b. The Bank Guarantee should be valid for 45 days beyond bid validity period from the last date of submission of the bid. The hard copy of the original instrument in

respect of EMD must be submitted along with the pre-qualification bid on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time. c) The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organization, or with the Ministry of Electronics and Information Technology (MeitY), or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of EMD. Such Bidders must furnish a valid certificate in this regard along with the bid.

- c. Bids not accompanied with EMD shall be rejected as non-responsive.
- d. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
- e. The bank details of NHA are - Account Number - 000701269645 A/c Holder – National Health Agency Branch Name – ICICI Bank Branch name : New Delhi IFSC code: ICIC0000007
- f. Bid will be rejected in case of non-receipt of original payment instrument like Bank Guarantee with the submitted bid.

### **Forfeiture of EMD**

The entire EMD shall be forfeited by NHA in the following events-

- a. If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.
- b. If the Bidder tries to influence the evaluation process.
- c. If the Bidder/s selected as 'agency' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder)

EMD must be submitted strictly as per the format prescribed in the RFP (Annexure VII).

## 2.18 Consortium not allowed

Consortium is not allowed under this RFP. It is again clarified that the agency shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of the NHA.

## 3. Bid Process

### 3.1 Pre-Bid Queries

The pre-bid queries should be submitted in the format as mentioned in Annexure I of this RFP, along with name and details of the Bidder submitting the queries on email address: pm-nhpmission@gov.in, any requests for clarifications **received after 4<sup>th</sup> September 2018 by** 1400 Hrs shall not be entertained by NHA. Further, NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

### 3.2 Pre-Bid Conference

NHA will organize a pre-bid conference with the prospective bidders and they may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the pre-bid conference 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 pre-bid meeting will be held on 7<sup>th</sup> September, 2018** in the National Health Agency, 9<sup>th</sup> Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi, Delhi 110001. India at **1100 hours** on for clarifications required on any aspect pertaining to the RFP document. The maximum number of participants from a single agency should not be more than two persons. The agencies/participants who are interested in attending the pre-bid meeting shall have to confirm their attendance in advance by writing an email to the contact person for this RFP along with the following details:

1) Name of person, 2) Name of Agency, 3) Mobile No.

A change (if any) in the pre-bid meeting schedule will be notified on the NHA website: [abnhpm.gov.in](http://abnhpm.gov.in) on the tender page.

### **3.3 Responses to Pre-Bid Queries and Issue of Corrigendum**

- a. 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.
- b. 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 RFP Document. Any modifications of this RFP, which may be necessary as a result of the pre-Bid Conference or for any other reason, shall be made available by NHA exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
- c. The clarifications (of any sort) as may be provided in the responses to the pre-bid queries of any of the bidder(s) shall be taken as part of the RFP scope.
- d. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the PMJAY website or emailed to respective bidders.
- e. 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 RFP Proposals.
- f. Based on discussions held during the pre-bid meeting, amendments/clarifications in the RFP document will be **uploaded on the website of NHA: [abnhpm.gov.in](http://abnhpm.gov.in) on the tender page by 1700 Hrs, 8<sup>th</sup> September, 2018**. Please note that attending the pre-bid meeting is not mandatory for participating agencies. Also, only the clarifications/amendments published on the website shall be valid for all purposes.

### 3.4 Submission of Response

- a. A three staged bid system will be followed for this RFP with Quality and Cost Based Selection (QCBS) criterion. The three bids are –
  - i. Pre-Qualification Bid
  - ii. Technical Bid and
  - iii. Commercial Bid.
- b. The bids are to submitted manually i.e. in physical form on or before the last date of proposal submission at the address mentioned.
- c. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals. The Proposal is to submitted in three covers as mentioned below:

Cover Number	Cover Name	Content
<b>One</b>	Pre-Qualification Bid	Pre-Qualification Proposal as per Annexure II along with the required supporting documents.
<b>Two</b>	Technical Bid	Technical Proposal as per Annexure III along with the required supporting documents.
<b>Three</b>	Commercial Bid	Commercial Proposal as per Annexure IV along with the required supporting documents.

- d. Envelopes to be marked with the name of the stage (Pre-Qualification/Technical/Commercial) and “NOT TO BE OPENED BEFORE THE DUE DATE”.
- e. The Pre-Qualification Proposal should be placed in a sealed envelope and super scribed “Pre-Qualification Proposal” for Appointment of communication agency The Technical Proposal should be placed in a sealed envelope and super scribed “Technical Proposal” for Appointment of communication agency. Further, the Financial Proposal shall be placed in a sealed envelope and super scribed “Financial Proposal” for Appointment of “Communication Agency”.

- f. If the Financial Bid is not submitted in a separate sealed envelope duly super scribed as indicated above, this will constitute grounds for declaring the Bid non-responsive.
- g. All three sealed envelopes should be put into an outer envelope and sealed. The outer envelope shall be super-scribed “Pre-Qualification, Technical & Financial Proposal for Appointment of “Communication Agency” with the due date for submission. The Bottom Left corner of the outer cover should carry the full name, address, telephone nos., mobile numbers, e-mail ID etc. of the agency submitting the Proposal.
- h. The outer envelope containing the sealed Pre-Qualification, Technical and Financial Proposals should be addressed to:

Shri B.K. Datta, General Manager(Administration), National Health Agency,  
9<sup>th</sup>Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi,  
Delhi 110001 Azad Road, New Delhi - 110 011
- i. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
- j. The original proposal (Pre-Qualification, Technical and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.
- k. An authorized representative of the firm should authenticate all pages of the Pre-Qualification, Technical and Financial Proposals
- l. The Bidder should try to submit the Proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
- m. **The Proposal should be submitted on or before 1100 hrs on 11<sup>th</sup> September, 2018**

- n. No proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.

### **3.5 Selection of Bidders**

#### **3.5.1 Opening of Proposals**

The Proposals will be opened by NHA in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify their bona fide for attending the opening of the proposal.

There will be three bid-opening events

- a. Cover 1 (Pre-Qualification Proposal)
- b. Cover 2 (Technical Proposal)
- c. Cover 3 (Commercial Proposal)

The venue, date and time for opening the Pre-qualification Proposal, Technical Proposal and Commercial Proposal are mentioned. Technical Proposals of only those bidders will be opened who clears the Pre-qualification stage and the Commercial proposals of only those bidders who qualifies the technical evaluation shall be opened.

#### **3.5.2 Preliminary Examination of Proposals**

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

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

- a. Not submitted in the format as specified in this RFP document;

- b. Received without the Letter of Authorization/Power of Attorney/Board Resolution;
- c. Found with suppression of details;
- d. Submitted with incomplete information;
- e. Submitted without the documents required under this RFP;
- f. Non-compliant to any of the clauses mentioned in this RFP;

### **3.5.3 Clarification on Proposals**

During the RFP 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



## 4. Evaluation Process and Criteria

### 4.1 Evaluation Process

#### 4.1.1 Stage 1: Pre-Qualification

- a. NHA shall open “Cover 1” marked “Pre-Qualification Proposal” in the presence of the bidder’s representatives. The Pre-Qualification proposal MUST contain all the documents mentioned in the RFP. Each of the Pre-Qualification conditions is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II). A checklist has to be created with proper page-wise indexing of all supporting documents

#### 4.1.2 Stage 2: Technical Evaluation

- c. Cover 2 marked as “Technical Proposal” will be opened only for bidders who succeed in Stage 1, in the presence of the bidder’s representatives.
- d. NHA will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at NHA’s discretion.
- e. The bidder’s technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework
- f. Bidders shall make a presentation to NHA as per the agenda. The dates and time of the presentation has been mentioned.
- g. Agency that fulfill the eligibility criteria and have submitted all required documents in their **Technical Proposal would be invited to make presentations on their Technical Proposal on the 17<sup>th</sup> September, 2018.** The presentation should be made by team members identified to work with NHA.

- h. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. To technically qualify the RFP stage, Bidders will have to secure both of the following:
  - c) Attain an aggregate Technical Score of 70% or more
  - d) Score at least 70% in individual sections of Technical Evaluation

#### **4.1.3 Stage 3: Commercial Evaluation**

- i. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee) for evaluation in the presence of the bidder's representatives.
- j. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- k. Any conditional bid would be rejected.
- l. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- m. The bid price will include all taxes and levies and shall be in Indian Rupees. Only Goods and Services Tax (GST) shall be paid by the NHA.
- n. If there is a discrepancy between words and figures, the amount in words will prevail.

#### **4.1.4 Evaluation Criteria**

NHA shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of NHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with NHA. NHA may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, NHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. NHA may constitute an Evaluation Committee (EC) to evaluate the Proposals of the bidders. The EC constituted by the NHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section.

NHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical Evaluation criteria and Commercial Evaluation and the requisite support must be provided by the Bidder. NHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical and commercial bids and the requisite support must be provided by the Bidder.

The evaluation criteria is as follows-

#### 4.1.5 Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the following criteria. A Bidder is expected to comply with each of the clauses of the Pre-Qualification criteria to be eligible to be considered for Technical Evaluation. Failure to meet even one of the Pre-Qualification criteria as mentioned below may lead to rejection of the Bid.

• Eligibility Criteria	• Documents Required
Bidder should be: <ul style="list-style-type: none"> <li>• A company, or a Partnership or a Limited Liability partnership (LLP)</li> <li>• Registered with the GST Authorities</li> <li>• Agency should have a valid PAN number</li> </ul>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation;</li> <li>• GST Registration certificate issued by GSTN authorities (copy)</li> <li>• PAN Card (copy)</li> </ul>
<ul style="list-style-type: none"> <li>• The Bidder must be registered with “Advertising Agencies Association of India (AAAI)” as a “Member” in the category of ‘full service agency’ or in the category “Creative Agency”.</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of registration</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Advertising Agency should be DAVP empanelled category A advertising agency (engaged in multi-media creative work)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Communication from DAVP certifying the empanelment</li> </ul>
<ul style="list-style-type: none"> <li>• <b>The Agency’s average turnover for last 5 consecutive financial years (i.e. F.Y. 2012-13, 2013-14, 2014-15,</b></li> </ul>	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor clearly specifying the turnover for</li> </ul>

<p><b>2015-16, 2016-17) shall be a minimum of Rs.100 Crores.</b></p>	<p>the specified years.</p> <ul style="list-style-type: none"> <li>• Duly certified CA certificate</li> </ul>
<ul style="list-style-type: none"> <li>• The Bidder should be a profitable organization for the last 3 financial years (2014-15, 2015-16, 2016-17)</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of the audited financial statements of the bidder.</li> </ul>
<ul style="list-style-type: none"> <li>• The Communication Agency must have been in operation for a minimum of 15 years as on the date of the issue of this RFP</li> </ul>	<ul style="list-style-type: none"> <li>• ROC-Incorporation certificate &amp; MOA or AOA of the company</li> <li>• Certificate by the relevant authority of the Agency</li> </ul>
<ul style="list-style-type: none"> <li>• The Communication Agency should have handled at least 5 creative accounts in any sector, with revenue of average INR 1 crore in each of the said creative account, for the last 3 financial years (2014-15, 2015-16, 2016-17).</li> </ul>	<ul style="list-style-type: none"> <li>• Certificate by the relevant authority of the Agency</li> </ul>
<ul style="list-style-type: none"> <li>• The Communication Agency should have strong Service Sector Credentials – Minimum 5 campaigns of National Coverage, preferably in health and development sectors in the last 10 years. –</li> </ul>	<ul style="list-style-type: none"> <li>• Documentary Proof- A copy of the work order or certificate from company secretary of the bidder with the list of campaigns</li> </ul>
<ul style="list-style-type: none"> <li>• The Communication Agency should have handled 5 PR assignments preferably in health and development sectors in the last 10 years.</li> </ul>	<ul style="list-style-type: none"> <li>• Certificate from the client with a list of PR assignments</li> </ul>
<ul style="list-style-type: none"> <li>• As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation.</li> </ul>	<ul style="list-style-type: none"> <li>• Undertaking by the authorized signatory of the agency</li> </ul>
<ul style="list-style-type: none"> <li>• As on date of submission of the proposal, the bidder should not be blacklisted or banned by Government of India for unsatisfactory past performance, corrupt,</li> </ul>	<ul style="list-style-type: none"> <li>• Certificate from the authorized signatory of the agency</li> </ul>

fraudulent or any other unethical business practices.	
<ul style="list-style-type: none"> <li>The Communication Agency should have presence across 3-4 cities, ensuring regional presence</li> </ul>	<ul style="list-style-type: none"> <li>Proof of address of office</li> </ul>
<ul style="list-style-type: none"> <li>A confirmation letter from the Communication Agency for being able to provide the required Servicing and Creative Team</li> </ul>	<ul style="list-style-type: none"> <li>Certificate from the authorized signatory of the agency</li> </ul>

#### 4.1.6 Technical Evaluation Criteria

The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following table:

#	Evaluation Criteria	Total Marks	Minimum Cut-off (70%)
1	Bidder's Profile and Experience	40	>=28
2	Proposed Resources	20	>=14
3	Solution Presentation	40	>=28
<b>Total</b>		100	>=70

The overall technical cut-off will be 70%. The bidders who qualify the minimum technical cut-off shall be assigned marks based on their proposals. The bidder with highest marks shall be placed at T1 and subsequent bidder on T2 and so on.

The following sections explain how the Bidders will be evaluated on each of the evaluation criteria under technical evaluation-

#### 4.1.7 Bidders Profile and Experience

The bidders shall be evaluated on the following criteria-

#	Criteria	Criteria Details	Documentary Evidence	Maximum Marks Allotted
1	Creative	<p>The bidder should have experience of successfully implementing and executing 3 (three) large projects in developing and implementing 360 degree Information, Education and communication strategy where the value of projects completed or on-going should be 1.25 crores or above (inclusive of taxes)</p> <p>Marks –</p> <p>a. 7.5 marks for each citation (subject to a maximum of 2 such citations)</p> <p>If the value of the projects is over one crore but less than 1.25 crores the 5 marks for each citation</p>	<p>Copy of Work Order(s) and Completion Certificates from the client;</p> <p>OR</p> <p>Copy of Work Order(s) and Self Certificate of Completion certified by the Authorised Signatory or the Company Secretary;</p> <p>OR</p> <p>Copy of Work Order and Phase Completion Certificate from the client;</p> <p>OR</p> <p>Copy of client certificate as documentary proof for the stated criteria and implementation status;</p> <p>OR</p> <p>Certificate by the</p>	15

#	Criteria	Criteria Details	Documentary Evidence	Maximum Marks Allotted
			Company Secretary/ Authorised Signatory of the bidder for the stated criteria and implementation status.	
2.	Digital Media	<p>The bidder should have experience of successfully implementing and executing 3 (three) large projects in developing and implementing Information, Education and communication strategy through social media, including 360<sup>o</sup> campaigns (in social media), where the value of projects completed or on-going should be above 20 lakhs (inclusive of taxes)</p> <p>Marks –</p> <p>b. 7.5 marks for each citation (subject to a maximum of 2 such citations)</p> <p>c. If the value of the projects is below 20 lakhs but more than 10 lakhs then 5 marks</p>	<p>Copy of Work Order(s) and Completion Certificates from the client;</p> <p>OR</p> <p>Copy of Work Order(s) and Self Certificate of Completion certified by the Authorised Signatory or the Company Secretary;</p> <p>OR</p> <p>Copy of Work Order and Phase Completion Certificate from the client;</p> <p>OR</p> <p>Copy of client certificate as documentary proof for the stated criteria</p>	15

#	Criteria	Criteria Details	Documentary Evidence	Maximum Marks Allotted
		for each citation	and implementation status;  OR  Certificate by the Company Secretary/ Authorised Signatory of the bidder for the stated criteria and implementation status.	
3	Public Relations	<p>The bidder should have experience of successfully implementing and executing 3 (three) large projects in developing and implementing Information, Education and communication strategy through social media, including 360° campaigns (in social media), where the value of projects completed or on-going should be above 20 lakhs (inclusive of taxes)</p> <p>Marks –</p> <p>d. 5 marks for each citation (subject to a maximum of 2</p>	<p>Copy of Work Order(s) and Completion Certificates from the client;</p> <p>OR</p> <p>Copy of Work Order(s) and Self Certificate of Completion certified by the Authorised Signatory or the Company Secretary;</p> <p>OR</p> <p>Copy of Work Order and Phase Completion Certificate from the client;</p>	10



#	Criteria	Criteria Details	Documentary Evidence	Maximum Marks Allotted
		such citations)  If the value of the projects is below 20 lakhs but more than 10 lakhs then 3 marks for each citation	OR  Copy of client certificate as documentary proof for the stated criteria and implementation status;  OR  Certificate by the Company Secretary/ Authorised Signatory of the bidder for the stated criteria and implementation status.	

#### 4.1.8 Proposed Resources

- a. The Bidders are required to provide a total of profiles of 8-11 resources as specified in section 1.4. Do not provide one profile against multiple roles. Both experience and academic criteria will be taken into consideration for evaluation. Kindly note the following conditions which should be met while proposing the resources:
- b. All resources proposed by the Bidder shall be working with the Bidder for at least last 1 (one) years.
- c. Bidders are requested to propose the resources in a manner that each one of them may be deployed in the project, in an event the Bidder is selected as the agency by NHA at a later date.

- d. NHA does not encourage replacement of resources unless it has been explicitly asked for by NHA. If however, due to some pressing needs, the Bidder proposes a replacement of resource, the proposed resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise.
- e. NHA shall, as part of the Technical Evaluation, reserve the right to interview resources proposed by the Bidder.
- f. The resources proposed shall necessarily be Indian citizens.
- g. The Bidders shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
- h. Bidders should note that, during any subsequent stages of this procurement, NHA may ask for background check and/or security verification (Police verification) of some/ every resource proposed by the agency and the agency needs to comply with the same. This is necessary considering the criticality of the Project. It is also required that all resources sign an individual NDA (Non-disclosure agreement) before being on boarded into the Project.

#	Resource	Criteria details	Number of Resources	Marks allocated per resource
1.	Project Manager-cum-Account Lead	Experience related to the position must be > 10 years	1	5
2.	Client servicing Managers (including for creative, social media and PR)	Experience related to the position must be > 8 years	3-4	5

#	Resource	Criteria details	Number of Resources	Marks allocated per resource
3.	Account Planning Manager	Experience related to the position must be > 8 years	1	4
4.	Copy Writer (including digital)	Experience related to the position must be > 5 years	1-2	2
5.	Design & Art person (including digital)	Experience related to the position must be > 5 years	1-2	2
6.	Website manager	Experience related to the position must be > 3 years	1	2
<b>Total</b>			8-11resources	20 marks

#### 4.1.9 Solution Presentation

##### Main documents for technical proposal

The following points to be covered:

- a) Proposed brand vision for the NHA for a 3 years period and details of the communication strategy for a 3-year period including any new and innovative ideas.
- b) The concept(s), logo(s), tagline(s) for overall 360 degree campaign of AB-NHPM.
- c) Sample creative material, as detailed below:
  - Set of four Print and Out of Home (OOH) creative
  - Concept and storyboard for a TV commercial of 30/60 seconds

- Radio Spots (30 Sec)
- Design for brochure of 8-32 pages
- Poster and Standee designs
- Stall/Pavilion Design
- Calendar Design (Table & Wall)

(The above mentioned points will remain as part of solution presentation)

d) Samples of Creative/IEC material produced/designed by the Agency for other clients/brands

e) Any other supporting documents / creative material that the Agency may like to submit, in support of their Technical Proposal

f) In-house facilities including different units / divisions within the Agency

g) Details of award winning campaigns handled, if any

- Campaign for which award was won
- Name of Award
- Details of the award
- Year when the award was won

A total of 30 minutes per bidder shall be provided followed by a Q & A session of 15 minutes-

#	Criteria	Marks Allotted
1	<p>Presentation to NHA on the Approach proposed by the Bidder to address the scope of work as presented in the RFP-</p> <p>The presentation must cover the following aspects</p> <p>a. <b>Proposed overall strategy and creatives for PMJAY – 20 Marks</b></p> <p>i. Creative vision and strategy presented for NHA's creative campaign. <b>(10 marks)</b></p>	40

ii. Sample creative material, as detailed below:  
**(10 marks)**

- Set of print and OOH creative
- Concept and storyboard for a TV commercial of 30 seconds
- Radio Spot/script
- Design for brochure of 8-32 pages
- Poster & Standee design
- Stall/Pavilion 3D Design

b. Proposed strategy for Social Media and website management-**10 marks**

- i. Digital strategy **(4 marks)**
- ii. Reputation management **(3 marks)**
- iii. Sample creatives of Digital in service sector/similar category **(3 marks)**

c. Proposed strategy and PR plan– **10 marks**

- i. PR strategy **(3 marks)**
- ii. Profile and track record of the agency, including agency credentials**(3 marks)**
- iii. Award-winning campaigns handled, if any **(2 marks)**
- iv. Sample creative in Service Sector/similar category **(2 marks)**

#### 4.1.10 Commercial Evaluation Criteria

a. The commercial proposal has two parts:

(1). Fixed Annual Fee for the 3 years, from the date of issue of work order, along with the total for 3 years, as given below: **(Refer to Annexure IV)**

**(1)– Total fixed annual fee for 3 years: Rs. \_\_\_\_\_**

(2). Indicative Studio cost (based on rate card) :**( Refer to Annexure IV)**

**(2)- Total indicative studio cost (based on rate card) Cost Rs. \_\_\_\_\_**

**(3)Total cost of the financial Proposal (3) = 1 + 2**

- b. The Bidder, who has submitted the lowest Commercial bid, shall be placed at the L1 and the bidders with next higher cost shall be placed as L2, L3 and so on...
- c. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point 2 above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

**Financial Score of a Bidder (Fn) =**  
**{(Commercial Bid of L1/Commercial Bid of the Bidder) X**  
**100}%**

***\*Adjusted to two decimal places***

- d. Taxes/GST as applicable in India will be paid as per actual and the same are not required to be indicated in the financial bid.
- e. The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by NHA.
- f. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily
- g. Any third party production costs (such as film shoot, still shoot, radio recording), will be charged at actuals, only post approvals and consensus from NHA. This is not part of the financial proposal evaluation

#### **4.1.11 Combined and Final Evaluation**

- a. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project.**
- c. The overall score will be calculated as follows:-

$$\mathbf{B_n = 0.70 * T_n + 0.30* F_n}$$

**Where,**

B<sub>n</sub> = overall score of bidder

T<sub>n</sub> = Technical score of the bidder (out of maximum of 100 marks)

F<sub>n</sub> = Normalized financial score of the bidder

In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## **5 Award of Contract**

### **5.1 Award Criteria**

NHA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above (in section 4 of this RFP)

### **5.2 Notification of Award**

Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. 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.

The notification of award will constitute the formation of the contract.

### **5.3 Performance Guarantee**

The NHA will require the selected bidder to provide a Performance Bank Guarantee, within 7 days from the Notification of award, for a value equivalent to 10% of the total cost of project (as per their commercial proposal). The Performance Guarantee shall be kept valid by the bidder till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NHA at its discretion may cancel the order placed on the selected bidder without giving any notice. NHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **5.4 Contract Signing**

- a. Within 7 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 intent



and shall also submit the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP. Refer Annexure V.

- b. Within 7 days of the notification of award, the successful bidder shall execute the Services Agreement as provided in Annexure VI of this RFP.
- c. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the NHA in its sole discretion), the NHA shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.
- d. The successful bidder is expected to commence its service within 7 days from the notification of award of contract by NHA.

#### **5.5 Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NHA may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the NHA shall invoke the PBG of the most responsive bidder.

## 6. Payment Terms

- a. The bidders are required to quote per month cost of the resources (as anticipated by the bidder) as per the table indicated in Annexure IV.
- b. The total cost of resources (the sum) quoted by the bidder shall include all kinds of costs/taxes except GST.
- c. GST shall be paid by the NHA. Any other cost (including tools/software/hardware) related to fulfillment of the requirements shall be exclusively borne by the agency.
- d. The payments to the selected agency shall be made on a quarterly basis subject to the terms and conditions stipulated herein.
- e. The agency to prepare a “work done report per quarter” and submit to NHA. Basis, the satisfaction of NHA on this report the payments shall be approved for the agency.
- f. Any third party production costs (such as film shoot, still shoot, radio recording etc), will be charged at actuals, only post approvals and consensus from NHA.
- g. Advance payment will not be considered except in case of film shoot and still shoot an advance payment of 50% of total cost will be released as an advance amount, the balance 50% will be released as per normal payment cycle subject to work satisfaction.
- h. The Communication Agency will need to submit fee invoices at the beginning of every month and will have to be paid within 30 days of receiving the invoice.
- i. Any other invoice should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills as well as copies of the creative and IEC material designed / produced during the quarter, for which the bills are submitted. The payments of these will be made to the communication agency within 30 days of submitting the bills on a quarterly basis. A reconciliation sheet pertaining to the bills will be submitted every quarter.
- j. For facilitating electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to

verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

## 7. Service Levels and Penalties

The payments to the agency shall be subject to the fulfillment of the following service levels-

S. No.	Service Level	Baseline Matrix	Penalty for Breach	
1.	Commencement of Services	Within 7 days from the notification of award of contract	Within 7 days (including 7 <sup>th</sup> Day) from the notification of award of contract between the Purchaser and the agency	Penalty -- NIL
			Delay of every 1 day after 7 <sup>th</sup> day from the notification of award of contract between the Purchaser and the agency	Penalty – ₹ 1,000,00/- per day of delay. Capped at maximum of ₹ 100,00,00/-.
			Delay beyond 10 days starting from 7 <sup>th</sup> day from the notification of award of contract between the	Penalty – NHA may choose to terminate the contract and PBG can be forfeited.

S. No.	Service Level	Baseline Matrix	Penalty for Breach
			Purchaser and the agency
2.	Timely Deliverables	Deliverables as per scope of work	Any sort of delay for any cause the NHA reserves the right to apply the following penalties on the agency (except under exceptional circumstances)- <ul style="list-style-type: none"> <li>• ₹ 10,000 per day on the agency</li> </ul>

## 8. Other Important Information

- a. The short listed communication agency will get into a mutual agreement with detailed Terms & Conditions.
- b. The ownership of all print/outdoor/on-line creative, TV commercials, radio jingles/spots and IEC material produced/designed through the Communication Agency will at all-time rest with NHA and the agency/copywriter/photographer/producer, etc. and will have no proprietary or any other rights in respect of the same, subject to full payment of that work by NHA. This would include full copyright for three years use of the images/photographs, Films/Music used in the creative and IEC material.
- c. The Communication Agency will provide the creatives and IEC & promotional material in standard international formats as would be required and conveyed by NHA.
- d. Raw Stock / unmixed versions/ unused footage & photographs, Film/Music of the TV commercials and creatives will be the property of NHA and the same are required to be handed over to NHA.
- e. The Communication Agency will be responsible for copyright issues concerning usage of images, footages, text material, etc. obtained through various sources.

- NHA will not be a party to any disputes arising out of copyright violation by the agency, provided NHA does not violates any terms of the third party agreement
- f. The Communication Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP Document. NHA will assist the Agency in this regard, wherever possible.
  - g. The Communication Agency will at no time resort to plagiarism. NHA will not be a party to any dispute arising on account of plagiarism resorted to by the agency.
  - h. **The RFP is valid from 1<sup>st</sup> September 2018 till last date of submission 11<sup>th</sup> September 2018.**
  - i. A formal contract will be signed up between the successful agency and NHA.
  - j. NHA is however not bound to accept any tender or to assign any reason for non-acceptance. NHA reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
  - k. NHA reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.
  - l. NHA reserves the right to place an order for the full or part quantities under any items of work under scope of work and for a shorter duration.
  - m. Agency submitting proposals will not be permitted to alter or modify their bids at any time post submission to NHA.
  - n. NHA reserves its right not to accept bids from Agency resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated.
  - o. Termination: Either party can terminate the Contract at any time by giving three months written notice.
  - p. Force Majeure: Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include
    - (i) Any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor

- (ii) Any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
  
  - (iii) A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- q. Arbitration: Venue of arbitration will be New Delhi and will be governed by provisions of The Arbitration & Reconciliation Act 1996, India. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- r. Jurisdiction: The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract





**Annexure I: Template for Pre-Bid Queries**

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

**Sheet 1: Bidder's Information**

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

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

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

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

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

Notes –

- The queries are to be submitted in the format provided above only and as per schedule (refer-fact sheet) only. The bidders to ensure that they enter correct

details in the format. In case of any inappropriate details being mentioned the NHA shall not be responsible for the same and such queries may be discarded from providing any response.

- b. The bidders to ensure that no cell merging (in excel) is done by them while preparing the query.
- c. The bidders to ensure that each of the queries 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.
- d. 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: Pre-Qualification Proposal Format**

**Response to pre-qualification criteria**

• Eligibility Criteria	• Documents Required
<p>Bidder should be:</p> <ul style="list-style-type: none"> <li>• A company, or a Partnership or a Limited Liability partnership (LLP)</li> <li>• Registered with the GST Authorities</li> <li>• Agency should have a valid PAN number</li> </ul>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation;</li> <li>• GST Registration certificate issued by GSTN authorities (copy)</li> <li>• PAN Card (copy)</li> </ul>
<ul style="list-style-type: none"> <li>• The Bidder must be registered with “Advertising Agencies Association of India (AAAI)” as a “Member” in the category of ‘full service agency’ or in the category “Creative Agency”.</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of registration</li> </ul>
<ul style="list-style-type: none"> <li>• Advertising Agency should have featured in the top 20 creative agencies list of Brand Equity 2017-18 Agency Reckoner.</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of the Brand Equity 2017-18 Agency Reckoner with creative agencies list</li> </ul>
<ul style="list-style-type: none"> <li>• The Agency’s average turnover for last 5 consecutive financial years (i.e. F.Y. 2012-13, 2013-14, 2014-15, 2015-16, 2016-17) shall be a minimum of Rs.200 Crores</li> </ul>	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor clearly specifying the turnover for the specified years.</li> <li>• Duly certified CA certificate</li> </ul>
<ul style="list-style-type: none"> <li>• The Bidder should be a profitable organization for the last 3 financial years (2014-15, 2015-16, 2016-17)</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of the audited financial statements of the bidder.</li> </ul>
<ul style="list-style-type: none"> <li>• The Communication Agency must have been in operation for a minimum of 15 years as on the date of the issue of this RFP</li> </ul>	<ul style="list-style-type: none"> <li>• ROC-Incorporation certificate &amp; MOA or AOA of the company</li> <li>• Certificate by the relevant</li> </ul>

	authority of the Agency
<ul style="list-style-type: none"> <li>The Communication Agency should have handled at least 5 creative accounts in any sector, with revenue of average INR 1 crores in each of the said creative account, for the last 3 financial years (2014-15, 2015-16, and 2016-17).</li> </ul>	<ul style="list-style-type: none"> <li>Certificate by the relevant authority of the Agency</li> </ul>
<ul style="list-style-type: none"> <li>The Communication Agency should have strong Service Sector Credentials – Minimum 5 campaigns of National Coverage, preferably in health and development sectors.</li> </ul>	<ul style="list-style-type: none"> <li>Certificate from the client</li> </ul>
<ul style="list-style-type: none"> <li>The Communication Agency should have handled 5 PR assignments preferably in health and development sectors.</li> </ul>	<ul style="list-style-type: none"> <li>Certificate from the client</li> </ul>
<ul style="list-style-type: none"> <li>As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation.</li> </ul>	<ul style="list-style-type: none"> <li>Undertaking by the authorized signatory of the agency</li> </ul>
<ul style="list-style-type: none"> <li>As on date of submission of the proposal, the bidder should not be blacklisted or banned by Government of India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.</li> </ul>	<ul style="list-style-type: none"> <li>Certificate from the authorized signatory of the agency</li> </ul>
<ul style="list-style-type: none"> <li>The Communication Agency should have presence across 3-4 cities, ensuring regional presence.</li> </ul>	<ul style="list-style-type: none"> <li>Proof of address of office</li> </ul>
<ul style="list-style-type: none"> <li>A confirmation letter from the Communication Agency for being able</li> </ul>	<ul style="list-style-type: none"> <li>Certificate from the authorized signatory of the</li> </ul>

to provide the required Servicing and Creative Team	agency
---	--------

***Self-Certificate for Non-Blacklisting/banned***

The below certificate to be provided by the bidders –

**<To be printed on Company letterhead>**

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

Sincerely,

Name & Designation of the Company Secretary

***Format for Bank Guarantee Earnest Money Deposit***

**(To be stamped in accordance with Stamp Act)**

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

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

**Date.....**

To

General Manager (Administration)

National Health Agency, 9<sup>th</sup> Floor, Tower I,

Jeevan Bharti Building, Connaught Circus,

New Delhi, Delhi 110001

Dear Sir/s,

1. In accordance with Invitation to Bid under your Specification No..... M/s ..... having its Registered/Head Office at..... (hereinafter called the 'Service Provider') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to ..... on behalf of Service Provider in lieu of the Bid deposit required to be made by the Service Provider, as a condition precedent for participation in the said Bid.
2. We, the ..... Bank at ..... (local address) having our Head office at ..... guarantee and undertake to pay immediately on demand by National Health Agency (NHA), the amount of ..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Service Provider.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
  - a. Our liability under this guarantee is restricted to Rs. .... (in words & figures).
  - b. This Bank Guarantee will be valid up to .....; and
  - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this..... day of.....2018.....at.....

**WITNESS**

.....  
.....

(Signature)

(Signature)

.....

.....

(Name)

(Name)

.....

.....

(Official Address)

(Designation with Bank Stamp)

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

Dated.....

**TEAM PROFILE PROPOSED FOR NHA**

Sr. No.	Employee Name	Task Assigned in NHA Project	Age	Total Years of relevant experience	Years with the current Service provider	Professional & Educational Qualifications	Details of similar prior assignments - Key clients, nature of project and role in the project (maximum of five assignments most pertinent to this project) projects may or may not be from bidding organization



Sr. No.	Employee Name	Task Assigned in NHA Project	Age	Total Years of relevant experience	Years with the current Service provider	Professional & Educational Qualifications	Details of similar prior assignments - Key clients, nature of project and role in the project (maximum of five assignments most pertinent to this project) projects may or may not be from bidding organization

**Annexure III: Technical Proposal Format**

**Proposal Cover Letter**

**Bidders Experience**

S. No.	Information Sought	Bidder's Response
1.	Name of Bidder entity <i>(Name of sub-contractor in case of citation of sub-contractors project)</i>	
2.	Assignment Name	
3.	Name of Client	
4.	Bidder's SPOC at client location (Name and Contact details)	
5.	Client Contact Details <i>(Contact Name, Address, Telephone Number)</i>	
6.	Country (where the project was executed)	
7.	Approximate Value of the Contract	
8.	Duration of Assignment (months)	
9.	Award Date (month/year)	
10.	Go-Live Date / Completion Date (month/year)	
11.	Documentary evidence as required	
12.	Narrative description of the project	
13.	Details of work that defines the scope relevant to the requirement	
14.	Documentary Evidence	

15.	Details of the proposed resources for this project who were part of that project (if any) along with their roles. If none, mention N/A	
16.	Technical Evaluation Criteria against which the citation is submitted	

***CV Format of the proposed resources***

S. No.	Item	Bidder's Response		
1.	Name of the Resource			
2.	Specify role to be played in the project			
3.	Name of Employer			
4.	Number of years with the Current Employer			
5.	Total Experience (in Years)			
<b>Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc. at least for last 5 years)</b>				
S. No.	Name of Employer	From	To	Designation/ Responsibilities
1				
2				
<b>Summarized professional experience (Relevant to the Current Project) in reverse chronological order</b>				
S. No.	From	To	Company Project Position Relevant Functional, Technical and Managerial	

			experience	
1				
2				
<b>Educational Background, Training Certification including institutions, % of marks, specialization areas etc.</b>				
S. No.	Degree	Year of Award of Degree	University	% of marks
1				
2				

### ***Presentation***

In addition to the, technical bid documents bidder will need to prepare a presentation covering all aspects of the scope of work and as asked in section 4.1.9. The technical presentation is not required to be submitted along with the technical bid, bidders will be notified separately for technical presentation.

**Annexure IV: Commercial Proposal Format**

**2.1. Proposal Cover Letter**

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

(Location, Date)

To,

General Manager (Administration)

**National Health Agency,**

**9<sup>th</sup>Floor, Tower I, Jeevan Bharati Building,**

**Connaught Circus, New Delhi, Delhi 110001**

**Ref:** Submission of Commercial proposal for Request for Proposal (RFP) Notification No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

- a. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide No. \_\_\_\_\_ dated \_\_\_\_\_ for NHA, in full conformity with the said RFP document.
- b. We, the undersigned, offer to provide services to NHA in accordance with your RFP.
- c. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our commercial Bid.
- d. We agree to abide by this RFP, consisting of this letter, commercial bid and all requisite supporting documents, for a period of 3 years from the closing date fixed for submission of bid as stipulated in the RFP document.
- e. We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices anywhere in India.
- f. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.

- g. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- h. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
- i. We understand that NHA is not bound to accept any bid received in response to this RFP.
- j. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
- k. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by NHA.
- l. The commercial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'Service levels' defined in this RFP.
- m. We already have the technical and financial capability in India for carrying out the services as detailed in the 'Scope of Work'.
- n. We also understand that in case of deficiencies in our services as per the requirement of RFP, NHA reserves the right to allocate our volume of work, in full or in part, to other Service Provider for a limited period or on permanent basis.

Yours sincerely,

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

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

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

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

***Two components of the commercial proposal:***

- (a) **Fixed Annual Fee (excluding GST)**- to be quoted year-wise for three years, from the date of issue of work order, along with the total for three years, as given below:

<b>Year</b>	<b>Fixed annual fee in INR</b>
1 <sup>st</sup> Year	
2 <sup>nd</sup> year	
3 <sup>rd</sup> year	
<b>Total fixed annual fee for 3 years in INR</b>	

**(a) Total fixed annual fee for 3 years in INR = Rs \_\_\_\_\_**

*The Fixed Annual Fee will cover costs / expenses of the Communication Agency related to staffing, retainership fee of the agency, providing creative, Digital and PR strategy for campaigns, development of comprehensive vision and marketing approach, other minor creative works etc. as enumerated under scope of work*

**(b) Studio rate card charges (excluding GST):-** Submit a head wise studio rate card charges as per the format given below.

Note: the Print item list and the quantities given below are only indicative, it is not exhaustive. This is given for the purpose of calculations for the financial proposal only.

Need to fill in rate per item and Total cost

<b>Year 1</b>			
<b>Print item (indicative list)</b>	<b>Indicative quantity (for the proposal)</b>	<b>Studio Rate card charges per item in INR</b>	<b>Total cost in INR</b>
Poster (19"x29")	1,000		
Single fold 4 page A4	500		
Brochure 4 pages	1,000		
Flip Book 8 pages	300		
Booklet A4 booklet 8 pages	300		
Outdoor banner 1x2	100		
Press advertisement up to 30 column cm B/W	50		
Newsletter 12 page layout	50		
Cost of line illustration Cost of line drawing illustration 15"X20"	500		
Cost of paint illustration 6"x8"	500		
<b>Total cost for year 1</b>			



<b>Year 2</b>			
Print item (indicative list)	Indicative quantity (for the proposal)	Studio Rate card charges per item in INR	Total cost in INR
Poster (19"x29")	1,000		
Single fold 4 page A4	500		
Brochure 4 pages	1,000		
Flip Book 8 pages	300		
Booklet A4 booklet 8 pages	300		
Outdoor banner 1x2	100		
Press advertisement up to 30 column cm B/W	50		
Newsletter 12 page layout	50		
Cost of line illustration Cost of line drawing illustration 15"X20"	500		
Cost of paint illustration 6"x8"	500		
<b>Total cost for year 2</b>			

<b>Year 3</b>			
<b>Print item (indicative list)</b>	<b>Indicative quantity (for the proposal)</b>	<b>Studio Rate card charges per item in INR</b>	<b>Total cost in INR</b>
Poster (19"x29")	1,000		
Single fold 4 page A4	500		
Brochure 4 pages	1,000		
Flip Book 8 pages	300		
Booklet A4 booklet 8 pages	300		
Outdoor banner 1x2	100		
Press advertisement up to 30 column cm B/W	50		
Newsletter 12 page layout	50		
Cost of line illustration Cost of line drawing illustration 15"X20"	500		
Cost of paint illustration 6"x8"	500		

**Total cost for year 3**

**Total studio rate card costs Year 1+Year 2+ Year 3 = Rs \_\_\_\_\_**

- For Financial evaluation, the total fee+ studio rate card charges will be considered.
- Any third party production costs will be charged at actuals, only post approvals and consensus from NHA. This is not part of the financial proposal evaluation

***Financial Bid for Appointment of Communication Agency by NHA***

To,

GM-Administration,

National Health Agency, 9th

Floor, Tower I, Jeevan Bharti Building,

Connaught Circus, New Delhi, Delhi 110001

**Subject : Financial Quote Details**

Sir,

**This has reference to the NHA's RFP no.1-..... dated XXX for Appointment of Communication Agency.**

**In this context, our total quotation in respect of above RFP is**

**Rs..... (amount in words). The break-up of**

**the quotation as per various**

**items enumerated in the RFP document as under:**

In INR				
<b>A</b>	<b>Fixed Annual Fee</b>	<b>1<sup>st</sup> Year</b>		<b>Total for 3 years</b>
		<b>2<sup>nd</sup> Year</b>		
		<b>3<sup>rd</sup> Year</b>		
	<b>B</b>	<b>Studio Cost</b>	<b>1<sup>st</sup> Year</b>	
<b>2<sup>nd</sup> Year</b>				
<b>3<sup>rd</sup> Year</b>				

**Name of the Bidder:**

**Authorized Signatory** \_\_\_\_\_

**Annexure V: Format for Performance Bank Guarantee**

**(To be stamped in accordance with Stamp Act)**

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

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

**Date.....**

To

General Manager (Administration)

National Health Agency, 9th

Floor, Tower I, Jeevan Bharti Building,

Connaught Circus, New Delhi, Delhi 110001

Dear Sir,

1. In consideration of the National Health Agency, Government of India, on behalf of the CEO, NHA on behalf of the Authority, (hereinafter referred to as the 'NHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at ..... (hereinafter

referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Service Provider merely on a demand from the NHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NHA by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the NHA and the Service Provider or any dispute pending before

any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the NHA discharges this guarantee.

3. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Service Provider. The NHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHA and the Service Provider or any other course or remedy or security available to the NHA. The Bank shall not be released of its obligations under these presents by any exercise by the NHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHA or any other indulgences shown by the NHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

.....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this..... day of.....2018 at.....

**WITNESS**

.....

.....

(Signature)

(Signature)

.....

.....

(Name)

(Name)

.....

.....

(Official Address)

(Designation with Bank

Stamp)

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

Dated.....



**Annexure VI: Integrity Pact**

(To be submitted along with pre-qualification bid)

**(To be executed on Stamp Paper of Hundred (INR 100.00) Rupees Stamp Paper)**

This Agreement (hereinafter called the Integrity Pact) is entered into on ----day of the -  
-----month of 20---- between National Health Agency, acting through Shri -----  
------(Name and Designation of the officer)  
(hereinafter referred to as the "NHA" which expression shall mean and include, unless  
the context otherwise requires, his successors in office and assigns) of the First Part  
and M/s. -----(Name of the company) represented  
by Shri -----, Chief Executive Officer / Authorised signatory  
(Name and Designation of the officer ) ( hereinafter called as the "Bidder / Seller"  
which expression shall mean and include, unless the context otherwise requires, his  
successors and permitted assigns ) of the Second Part.

WHEREAS THE NHA invites bid for the -----  
-----  
------(Name of the Stores /  
Equipment / Service, Tender No. & Date) and the Bidder / Seller is willing to submit  
bid for the same and

WHEREAS the BIDDER is a private Company / Public Company / Government  
Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency,  
constituted in accordance with the relevant law in the matter and the NHA. NOW,  
THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free  
from any influence / prejudiced dealings prior to, during and subsequent to the  
currency of the contract to be entered into with a view to:-

Enabling the NHA to obtain the desired said stores / equipment/ services/ works at a  
competitive price in conformity with the defined specifications by avoiding the high  
cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order  
to secure the contract by providing assurance to them that their competitors will also  
abstain from bribing and other corrupt practices and NHA will commit to prevent

corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, NHA will appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

## **1. COMMITMENTS OF NHA**

- 1.1 NHA commits to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipment / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The NHA undertakes that no employee of the NHA, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 NHA will during tender process treat all bidders with equity and reason. The NHA before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the NHA with full and verifiable facts and the same is prima-facie found to be correct by the NHA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NHA and such a person shall be debarred from further dealings related to the

contract process. In such a case while an enquiry is being conducted by the NHA the proceedings under the contract would not be stalled.

## **2. COMMITMENTS OF THE BIDDERS / CONTRACTORS**

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHA, connected directly or indirectly with the bidding process or to any NHA person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHA or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with NHA for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with NHA.
- 2.4 The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, regarding 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.
- 2.5 The Bidders/ Contractors will not commit any offence under relevant Anti-Corruption Laws of India. Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by NHA as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

- 2.6 The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NHA or any agency/ organization/consultant working with NHA.
- 2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with NHA
- 2.9 The Bidder will promptly inform the Independent External Monitor (of NHA) if he receives demand for a bribe or illegal payment / benefit and If the comes to know of any unethical or illegal practice in NHA
- 2.10 The Bidders / Contractors will disclose all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries about the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter any monetary dealings directly or indirectly, with any employee of the NHA or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

### **3. PREVIOUS TRANSGRESSION**

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any Government Organization (PSU / Municipalities/ Central or State Government Departments) in India in respect of any corrupt practices envisaged hereunder that could justify Bidder's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

### **4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

- 4.1 If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed

- a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the NHA is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.
- 4.2 To immediately call off the pre- contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
  - 4.3 The Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the NHA and NHA shall not be required to assign any reasons therefore.
  - 4.4 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - 4.5 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
  - 4.6 If any outstanding payment is due to the Bidder from NHA in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - 4.7 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, to recover the payment already made by NHA along with interest.
  - 4.8 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the NHA resulting from such cancellation / rescission and the NHA shall be entitled to deduct the amount so payable from the money due to the Bidder.
  - 4.9 Forfeiture of Performance Bond in case of a decision by the NHA to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
  - 4.10 The decision of NHA to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
  - 4.11 The Bidder accepts and undertakes to respect and uphold the absolute right of NHA to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

- 4.12 To debar the Bidders/ Contractors from participating in future bidding process of NHA for a minimum period of one year for similar scope of services.
- 4.13 Any other action as decided by NHA based on the recommendation by Independent External Monitors (IEMs).

## **5. INDEPENDENT EXTERNAL MONITOR/ MONITORS**

- 5.1 The NHA appoints competent and credible Independent External Monitor (IEM) for this Pact. 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.
- 5.2 The Monitor is not subject to instructions by the representatives of parties and performs his functions neutrally and independently and report to the NHA.
- 5.3 Both the parties accept that the IEM has the right to access without restriction, to all documentation relating to the project / procurement, including minutes of meetings, provided the Bidder shall not be bound to provide any information pertaining to its project preparation and project learnings, i.e. internal costing for the project, budget estimates, work papers, know-hows, methodologies.
- 5.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub -contractors.
- 5.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder, with confidentiality.
- 5.6 The NHA will provide to the IEM 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 parties. The parties will offer to the IEM the option to participate in such meetings.
- 5.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform NHA. The IEM can in this regard submit non-binding recommendations. If NHA has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the NHA.
- 5.8 The IEM will submit a written report to the NHA within 8 to 10 weeks from the date of service of intimation NHA. Should the occasion arise, Bidder to submit proposals for correcting problematic situations.
- 5.9 The word "IEM" would include both singular and plural.

5.10 Both the parties accept that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of NHA in any matter / complain will be the final decision.

**6. VALIDITY OF THE PACT**

6.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to two years or the complete execution of the contract to the satisfaction of the NHA and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

6.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the NHA.

**7. FACILITATION OF INVESTIGATION**

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the NHA or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**8. MISCELLANEOUS**

8.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the NHA i.e. National Health Agency, 9<sup>th</sup> Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi, Delhi 110001 and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

8.2 If the Bidder is a partnership, this Agreement must be signed by all partners.

8.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

**The Parties hereby sign this Integrity Pact at -----on-----**

**NHA**

**BIDDER**

Signature

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Name of officer -----	-----
Designation -----	-----
Name of Company-----	-----
Address -----	-----
-----	-----
Dated -----	-----

**WITNESS-1(NHA)**

**Witness-1(BIDDER)**

Signature -----	-----
Name of officer -----	-----
Designation -----	-----
Name of Company -----	-----
Address -----	-----
-----	-----
Dated -----	-----



***Annexure VI: Non-Disclosure Agreement***

(To be submitted along with pre-qualification bid)

***Format for Non-Disclosure Agreement***

**(To be executed on Stamp Paper of Hundred (INR 100.00) Rupees Stamp Paper)**

This Non-Disclosure Agreement ("Non-Disc") is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between NHA ("Department") and \_\_\_\_\_ ("Company")

Whereas, Department and Company have entered into an Agreement ("Agreement") \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as

defined under any law for the time being in force shall also be considered Confidential Information.

- b. The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
  - c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.
2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:
- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
  - b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
  - c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.

- f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.
4. Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:
  - a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b. After it has become generally available to the public without breach of this Agreement by Company; or
  - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d. Which Department agrees in writing is free of such restrictions.
  - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such

employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

7. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. No Conflict - The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. Dispute Resolution - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to NHA.
  - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
  - b. The place of arbitration shall be the New Delhi.
  - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d. The proceedings of arbitration shall be conducted in English language.
  - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at New Delhi, India only.
12. Entire Agreement - This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous

agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

13. Amendments - No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. Survival - Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. Non-solicitation - During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. This Agreement shall remain valid up to 1 year from the date of completion of Operational and Functional testing.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

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Name:

Title:

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Name:

Title:

WITNESSES:

1.

2.

**Annexure VI: Draft Contract**

**Draft Services Agreement**

Contract Agreement No. \_\_\_\_\_/ Dated \_\_\_\_\_/

**Services Agreement**

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between Chief Executive Officer, National Health Agency, (hereinafter called the "NHA") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, \_\_\_\_\_ of the one part, and \_\_\_\_\_ (Name of authorized signatory)

of \_\_\_\_\_ (Name of the firm/company) (Hereinafter called the "Service Provider") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the NHA had invited bids for Call Centre Services, vide their bid document number No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS various applications were received pursuant to the said bid.

AND WHEREAS the NHA has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. \_\_\_\_\_ per seats exclusive of all statutory taxes (hereinafter "the Contract Price").

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. We understand that all the conditions of the RFP, including those on allocation and re-allocation of volume of work, will be binding on us.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- b) The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - General and Special Conditions of Contract mentioned in Section IV of the RFP;
    - i. The RFP
    - ii. Duly signed Letter of Intent dated \_\_\_\_\_
    - iii. Acceptance letter of the bidder dated \_\_\_\_\_
- c) Proposal
- d) The mutual rights and obligations of the NHA and the Service Provider shall be as set forth in the Contract, in particular:
- e) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- f) the National Health Agency shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

***General Conditions of Contract***

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “<b>Applicable Law</b>” means the laws and any other instruments having the force of law in India.</p>
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- (b) “**Bidder**” means the entity bidding for the services under the Contract.
- (c) “**Connect Minutes**” is defined as aggregated connect minutes obtained after aggregating duration of individual calls in seconds divided by 60.
- (d) “**Contract**” means the Agreement entered into between the Purchaser and the Service Provider, together with these GC and SC and the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein
- (e) “**Contract Price**” means the price to be paid for the performance of the Services, in accordance with **Clause 6 of GC**, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract
- (f) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to **Clause 2.1 of GC**.
- (g) “**GC**” means these General Conditions of Contract (**Part-I of Section V**).
- (h) “**Government**” means the Government of India.
- (i) “**In writing**” means communication in written form with proof of receipt.
- (j) “**NHA**” means National Health Agency, the entity purchasing the services under this Contract.
- (k) “**Party**” means the NHA or the Service Provider, as the case may be, and “Parties” means both of them.
- (l) “**Personnel**” means persons hired by the Service

	<p>Provider and assigned to the performance of the Services or any part thereof.</p> <p>(m) “<b>SC</b>” means the Special Conditions of Contract (<b>Part-II of Section V</b>) by which the GC may be amended or supplemented.</p> <p>(n) “<b>Services</b>” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at <b>Section-III of RFP</b> hereto.</p> <p>(o) “<b>Service Provider</b>” means any private or public entity that will provide the Services to the NHA under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the NHA and is named as such in the Agreement</p>
<p><b>1.2 Relationship between the Parties</b></p>	<p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the NHA and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<p><b>1.3 Law Governing Contract</b></p>	<p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.</p>
<p><b>1.4 Language</b></p>	<p>This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>

<p><b>1.5 Notices</b></p>	<p>a) Any notice, request or consent required or permission to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC or when sent to such party at the email address specified by the party in the SC.</p> <p>b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the <b><u>SC</u></b></p>
<p><b>1.6 Location</b></p>	<p>The Services shall be performed at such locations, as the NHA may approve.</p>
<p><b>1.7 Authorized Representatives</b></p>	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the NHA or the Service Provider may be taken or executed by the officials specified in the <b><u>SC</u></b>.</p>
<p><b>1.8 Taxes and Duties</b></p>	<p>(a) The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.</p> <p>(b) The Service Provider may be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the NHA under the Contract. The quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.</p> <p>(c) If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the NHA as the</p>

	<p>case may be.</p>
<p><b>1.9 Fraud and Corruption</b></p>	
<p><b>1.9.1 Definitions</b></p>	<p>It is the NHA's policy requirement that the NHA as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. The NHA also requires that the Service Provider does not demand any service charges from the Caller unless the same is agreed with the NHA in advance. In case the NHA, after due diligence, agrees that the Service Provider may charge notified amount for specific services, the Service Provider must ensure that the caller is <b>not over charged</b> on any account. If In pursuance of this policy, the NHA defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</li> <li>(ii) "fraudulent practice" means a misrepresentation or omission of</li> </ul>

	<p>facts in order to influence a procurement process or the execution of a contract to the NHA;</p> <p>(iii) “collusive practices” mean a scheme or arrangement between two or more Service Providers, with or without the knowledge of the NHA, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) “coercive practices” mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) “unfair trade practices” mean supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p>
<p><b>1.9.2 Measures to be taken by the NHA</b></p>	<p>(a) The NHA may terminate the contract and forfeit the EMD/PBG, if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive, coercive or unfair trade practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the NHA to remedy the situation;</p> <p>(b) The NHA may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or unfair trade practices in competing for, or in executing, the contract.</p>

<p><b>1.9.3 Commissions and Fees</b></p>	<p>NHA will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
<p><b>1.10 Interpretation</b></p>	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p>
	<p>(b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) The RFP (along with all corrigenda), the Proposal (along</p>

	<p>with all clarifications) and the Agreement to which these GC and SC are attached shall form the entire contract. Form of Agreement to which the GC and SC are to be attached shall be shared with successful bidder. In the event of an inconsistency between the terms of the Contract and the Bid document and the Proposal, the terms of the Contract hereof shall have first priority, the RFP and corrigendum second priority and then the Proposal will have priority.</p>
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**COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

<p><b>2.1 Effectiveness of Contract</b></p>	<p>This Contract shall come into effect on the date the Contract is signed by both Parties or such other earlier or later date as may be stated in the <b>SC</b>. The date, the Contract comes into effect is defined as the <b>Effective Date</b>.</p>
<p><b>2.2 Termination of Contract</b></p>	

<p><b>2.2.1 Termination of Contract for Failure to Become Effective</b></p>	<p>If this Contract has not become effective within such time period as specified in the SC, NHA through a written notice to the other Party, may declare this Contract to be null and void and award the contract to next lowest Service Provider.</p>
<p><b>2.2.2 Termination of Contract subject to necessary approvals</b></p>	<p>Notwithstanding the duration of the contract stated in GC 2.4, NHA, reserves the right to terminate the contract at any time without prejudice or liability.</p>
<p><b>2.3 Commencement of Services</b></p>	<p>The Service Provider shall begin carrying out the Services within <b>3 days</b> from the Effective Date specified in the <b>SC</b>.</p>
<p><b>2.4 Expiration of Contract</b></p>	<p>Unless terminated earlier pursuant to Clause GC <b>2.2</b> hereof, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the SC. The contract may be extended by a period of one year plus one year (up to Two years on 'year on year' basis or part thereof), subject to satisfactory performance by the Service Provider and acceptance by both the parties.</p>
<p><b>2.5 Entire Agreement</b></p>	<p>This Contract contains all covenants, stipulations and provisions agreed by the Parties.</p>



<p><b>2.6 Modifications or Variations</b></p>	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b) In cases of substantial modifications or variations, required by the Service Provider, the prior written consent of the NHA is required.</p>
<p><b>2.7 Force Majeure</b></p>	
<p><b>2.7.1 Definition</b></p>	<p>a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, currency restrictions, insurrection and civil commotion, acts of terrorism or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>Force Majeure shall not include (I) any event which is</p>

	<p>caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>b) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p><b>2.7.2 No Breach of Contract</b></p>	<p>The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>

<p><b>2.7.3 Measures to be Taken</b></p>	<p>a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the NHA, shall either:</p> <p>(i) immobilize, or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause <b>GC 8</b>.</p>
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<p><b>2.8Suspension</b></p>	<p>The NHA may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the</p> <p>Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.</p>
<p><b>2.9Termination</b></p>	

**2.9.1 By the NHA**

The NHA may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the NHA shall give a not less than thirty (30) days' written notice of termination to the Service Provider.

(a) If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the NHA may have subsequently approved in writing.

(b) If the Service Provider becomes insolvent or goes into liquidation, bankruptcy or receivership, whether compulsory or voluntary.

(c) If the Service Provider, in the judgment of the NHA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Service Provider submits to the NHA a false statement which has a material effect on the rights, obligations or interests of the NHA.

(f) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the NHA.

(g) If the Service Provider fails to provide the quality services as envisaged under this Contract. The NHA may make judgment regarding the poor quality of services, the reasons

for which shall be recorded in writing. The NHA may decide to give one chance to the Service Provider to improve the quality of the services.

(h) If the Service Provider has been blacklisted by the NHA or any other government agency or disqualified for any reason.

(i) If the Service Provider fails to fulfil its obligations under Clause G.C

3.3 hereof.

(j) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(k) In the event of Service Provider found:

(1) Sub-contracting of work/services of NHA not allowed under RFP

(2) Provided incorrect information to NHA.

(3) Non-co-operative during audits conducted by NHA/ NHA Regional Office or auditing agencies appointed for the purpose.

l) If the NHA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

m) If the Service Provider discloses any Confidential Information during its engagement with NHA

n) In the event the NHA terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the NHA may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the NHA for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

<p><b>2.9.2 By the Service Provider</b></p>	<p>The Service Providers may terminate this Contract, by not less than Ninety (90) days' written notice to the NHA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the NHA fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(c) If the NHA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the NHA is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the NHA of the Service Provider's notice specifying such breach.</p>
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<p><b>2.9.3 Cessation of Rights and Obligations</b></p>	<p>Upon termination of this Contract pursuant to Clauses <b>GC 2.2</b> or <b>GC 2.9</b> hereof, or upon expiration of this Contract pursuant to Clause <b>GC 2.4</b> hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> <li>(i) such rights and obligations as may have accrued on the date of termination or expiration;</li> <li>(ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof;</li> <li>(iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and</li> <li>(iv) any right which a Party may have under the Law.</li> </ul>
<p><b>2.9.4 Cessation of Services</b></p>	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses <b>GC 2.9.1</b> or <b>GC 2.9.2</b> hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the NHA, the Service Provider shall proceed as provided, respectively, by Clauses <b>GC 3.9</b> or <b>GC 3.10</b> hereof.</p>

<p><b>2.9.5 Payment upon Termination</b></p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the NHA shall make the following payments to the Service Provider:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (l), k (1) to K (3) then the Service Provider shall be eligible for remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause GC 2.9.1, other than those mentioned in (a) above, the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the NHA may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the NHA. Applicable under such circumstances, upon termination, the NHA may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to NHA within 30 days of termination date.</p>
<p><b>2.9.6 Disputes about Events of Termination:</b></p>	<p>If either Party disputes whether an event specified in Clause <b>GC 2.9.1</b> hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause <b>GC 8</b> hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>

<p><b>2.10 Extension of Contract</b></p>	<p>The contract may be extended by a period of <b>one year</b> plus one year (up to Two years on 'year on year' basis or part thereof), subject to satisfactory performance by the Service Provider and acceptance of both the parties.</p> <p><b>Note:</b> Performance of the service provider shall be considered as "satisfactory" for extension of the contract ONLY if "Total SLA penalty" levied does not exceed 10% of the total contract value executed at the time of consideration of the extension of the contract.</p>
<p><b>2.11 Options Clause</b></p>	<p>The purchaser can exercise an option to procure an additional quantity not exceeding 40% of the original contracted quantity on the same terms and conditions. This option will be applicable within the currency of the contract. It will be entirely at the discretion of the purchaser to exercise this option.</p>

### 3.OBLIGATIONS OF THE SERVICE PROVIDER

<p><b>3.1 Standard of Performance</b></p>	<p>The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the NHA, and shall at all times support and safeguard the NHA's</p>
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	<p>legitimate interests in any dealings with third Parties.</p>
<p><b>3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.</b></p>	<p>The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.</p>
<p><b>3.3 Prohibition of Conflicting Activities</b></p>	<p>The Service Provider and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p> <p>a) The Service Provider shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the Service Provider for the discharge of services.</p> <p>b) The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the</p>

	<p>information/data received from NHA, other than required for discharge of services.</p> <p>c) The Service Provider shall not give access to the information or data collected and received from NHA in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by NHA.</p>
<p><b>3.4 General Confidentiality</b></p>	<p>Except with the prior written consent of the NHA, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from NHA in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Breach of the obligation of confidentiality may invite action as per the laws as applicable.</p>
<p><b>3.5 Insurance to be Taken Out by the Service Provider</b></p>	<p>The Service Provider</p> <p>a) shall take and maintain insurance against risks and coverage at their own cost but on terms and conditions approved by the NHA, as shall be specified in the SC; and</p> <p>b) at the NHA's request, shall provide evidence to the NHA showing that such insurance has been taken and maintained and the current premiums have been paid.</p>
<p><b>3.6 Accounting, Inspection and</b></p>	<p>a) The Service Provider shall:</p> <p>keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with</p>

<p><b>Auditing</b></p>	<p>internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and periodically permit the NHA or its designated representative and/or the NHA, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the NHA or the NHA, if so required by the NHA. The Audit expenses shall be borne by the Service Provider.</p> <p>b) The NHA shall have the right to carry out inspection checks, audits of the Service Provider's premises and/or locations, facilities, or point of delivery of services performed under this contract.</p> <p>c) The NHA shall have the right to carry out scheduled/unscheduled visits to any of the locations, premises &amp; facilities and oversee the processes and operations of the Service Provider.</p> <p>d) If a third-party audit is conducted at the instance of Service Provider, the cost of audit will be borne by the Service Provider.</p>
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<p><b>3.7Sub-contracting</b></p>	<p>The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of the NHA.</p>
<p><b>3.8Reporting Obligations</b></p>	<p>The Service Provider shall submit to the NHA the reports and documents specified in RFP, in the form, in the numbers and within the time periods as agreed or required or demanded by NHA.</p>

<p><b>3.9 Rights of Use</b></p>	<p>All rights of use of any process, product, service, or data developed, generated, or collected, received from NHA or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the NHA or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the NHA or its nominated agencies.</p>
<p><b>3.10 Safety &amp; Security of Data, Premises, Location/ site</b></p>	<p>(a) The Data, Information, documents etc provided by the NHA to the Service Provider is the property of the NHA. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Service Provider shall not use the information, the name or the logo of the NHA and or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>(c) The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the NHA, without prior written permission from the NHA.</p> <p>(d) The Service Provider shall follow the Security Guidelines issued by agencies of the Government of India.</p> <p>(e) Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the NHA and the Service Provider.</p> <p>(f) Certificate of 'Data deletion' to be provided by the Service</p>

	<p>Provider, at the time of raising periodic bills.</p> <p>(g) The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the 'The Information Technology Act, 2000 and other relevant Acts, including the Section 43A of the Information Technology Act 2000.</p> <p>(h) The NHA reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p> <p>(i) The rogue behaviour of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.</p>
<p><b>3.11 Equipment &amp; Materials Provided by the Service Providers</b></p>	<p>Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable.</p>
<p><b>3.12 Intellectual Property Rights (IPR)</b></p>	<p>The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the NHA.</p>
<p><b>3.13 Assignment</b></p>	<p>The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract, without prior consent of the Purchaser.</p>



#### 2.1.1.1. 4. SERVICE PROVIDER'S PERSONNEL

<p><b>4.1 General</b></p>	<p>The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.</p>
<p><b>4.2 Project Manager</b></p>	<p>If required by the NHA, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services a Project Manager, acceptable to the NHA, shall take charge of the performance of such Services.</p>

#### 2.1.1.2. 5. OBLIGATIONS OF THE NHA

<p><b>5.1 Assistance and exemptions</b></p>	<p>Unless otherwise specified in the SC, the NHA shall use its reasonable efforts to ensure that the NHA shall:</p> <ul style="list-style-type: none"> <li>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services.</li> <li>(b) Provide to the Service Provider and Personnel any such other assistance as may be required in its opinion specified in the SC.</li> <li>(c) The NHA may exempt the penalties, which are applicable on the basis of SLAs and levied on the monthly bills, on the written justifications provided by the service provider.</li> </ul>
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<p><b>5.2 Change in the applicable Law related to Taxes and Duties</b></p>	<p>a) The Service Provider and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.</p> <p>b) The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the NHA. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the NHA or Service Provider, as the case may be.</p>
<p><b>5.3 Payment</b></p>	<p>In consideration of the Services performed by Service Provider under this Contract, the NHA shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.</p>
<p><b>5.4 Counterpart Personnel</b></p>	<p>(a) If required, the NHA shall make available to the Service Provider free of charge such professional and support counterpart personnel, to be nominated by the NHA with the Service Provider's advice.</p> <p>(b) Professional and support counterpart personnel, excluding NHA's liaison personnel, shall work under the exclusive direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is inconsistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the NHA shall not unreasonably refuse to act upon such request.</p>

<p><b>6.1 Payment for Services</b></p>	<p>(a) The Proof of Booking and Dispatch of PMJAY Beneficiary Information Letter with Family Card shall be daily reported to the Purchaser in the format specified by the Purchaser.</p> <p>(b) The Purchaser shall take into account the Proof of Dispatch (PoD) as base. The payment will be calculated after multiplying such number of Articles with the discovered rate (No. of Articles as per PoD in a particular month X Discovered rate).</p> <p>(c) The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.</p> <p>The Purchaser shall make the payment within 30 days of receiving the invoice from the Service Provider, subject to reconciliation process of Printing, Dispatch &amp; Receipt of PMJAY Beneficiary Information Letter with Family Card, provided such invoices are undisputed and payable.</p>
<p><b>6.2 Currency of Payment</b></p>	<p>All payments shall be made in Indian Rupees (INR)</p>

**6.3 Terms of  
Payment**

The payments in respect of the Services shall be made as follows:

- a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Calendar month' basis" along with the penalties in line with SLAs/KPIs mentioned in **Section– IV**. The selected vendors may submit their monthly bill by the **10<sup>th</sup>** day of the next month which will be paid within **45 days** of submission of the bill.
- b) The invoices submitted, and SLAs imposed will be verified by NHA's technical partners.
- c) The Service Provider shall provide a billing system that can compute price and penalties in real-time, accessible to NHA.
- d) In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.
- e) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.
- f) In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with:

Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.

<p><b>7.1 Good Faith</b></p>	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
<p><b>7.2 Operation of the Contract</b></p>	<p>The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.</p>

**2.1.1.3. 8. SETTLEMENT OF DISPUTES**

<p><b>8.1 Amicable Settlement</b></p>	<p>Performance of the contract is governed by the terms &amp; conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.</p>
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<p><b>8.2 Arbitration</b></p>	<p>(a) Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act, 1996 to be decided by a sole arbitrator. The authority to appoint the arbitrator shall be the National Health Agency.</p> <p>(b) The arbitration proceedings shall be held at New Delhi, India and language used in this proceeding shall be English.</p> <p>(c) The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.</p> <p>(d) The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.</p> <p>(e) the parties shall use their best endeavours to procure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.</p> <p>(f) The courts in New Delhi, India shall have exclusive</p>

	<p>jurisdiction in relation to this contract including this clause.</p> <p>(g) All fees pertaining to arbitration proceedings shall be borne by the parties equally.</p> <p>(h) all other costs incurred by the parties shall be borne by the respective parties.</p>
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#### 2.1.1.4. 9. LIQUIDATED DAMAGES

<p><b>9.1 Definition</b></p>	<p>If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not corrected/modified to meet the requirements within 7 days of being informed by the Purchaser, the Purchaser shall be free to impose liquidated damages as specified in the SLA section of the RFP. In addition, the Purchaser reserves the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider. LDs shall not be sole and exclusive remedy with the Purchaser. LDs will be imposed if the default is solely attributable to the Service Provider or its subcontractors etc. LDs are capped at 10% of the total estimated value of the contract. If the LDs cross this cap, Purchaser shall have the right to terminate the contract for breach and consequences for termination due to breach of contract shall apply.</p>
<p><b>9.2 Limitation</b></p>	<p>The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.</p>

<b>9.3 Applicability</b>	<p>(a) The liquidated damages shall be applicable as per the details and to the extent as given in <b>Section-IV</b></p> <p>(b) Also, the Service Provider is liable to the NHA for payment of penalty as specified in the SLA</p> <p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the NHA, the NHA shall be free to impose penalty as specified in the contract. In addition, the NHA shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider.</p>
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**2.1.1.5. 10. ADHERENCE TO RULES & REGULATIONS**

<p><b>10.1 Adherence to Safety Procedures, Rules, Regulations &amp; Restrictions</b></p>	<p>(a) The Service Provider shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by NHA shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.</p> <p>(b) Access to the data centre/ data processing sites and NHA's locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the NHA. The Service Provider shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the NHA during the execution of the work.</p> <p>(d) The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and other applicable law notified by Government of India.</p> <p>(e) The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p>
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(f) The Service Provider shall at all times indemnify and keep indemnified the NHA for any situation arising out of this clause while providing its services under the Project.

**2.1.1.6. 11. LIMITATION OF LIABILITY**

<p><b>11.1 Limitation of Liability</b></p>	<p>Except in case of gross negligence or wilful misconduct:</p> <p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the NHA; and</p>
	<p>(b) The aggregate liability of the Service Provider to the NHA whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the NHA with respect to patent infringement or any third party claims .</p> <p>(c) The liability of Purchaser to Service Provider shall be limited to the amount of fees payable under the Contract. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per Clause <b>2.2(b) of GC</b> of this contract.</p>

### 2.1.1.7. 12. MISCELLANEOUS PROVISIONS

<p><b>12.1 Miscellaneous Provisions</b></p>	<ul style="list-style-type: none"> <li>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</li> <li>(ii) The Service Provider shall notify the NHA of any material changes in their status, in particular, where such change would impact on performance of obligations under this Contract.</li> <li>(iii) The Service Provider shall at all times indemnify and keep indemnified the NHA against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.</li> <li>(iv) The Service Provider shall at all times indemnify and keep indemnified the NHA against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider</li> <li>(v) The Service Provider shall at all times indemnify and keep indemnified the NHA against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.</li> <li>(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.</li> <li>(vii) All materials provided to the NHA by Service Provider</li> </ul>
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	<p>are subject to public disclosure laws such as RTI etc.</p> <p>(viii) The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to NHA without a written consent from the NHA.</p>
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***2.2. Special Conditions of Contract***

The following Special Conditions of Contract (SC) shall supplement the General Conditions of

Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

(Clauses in brackets { } are optional; all notes should be Deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>NHA: Chief Executive Officer</p> <p>Attention: National Health Agency, 9th Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi, Delhi 110001</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (mandatory): _____</p>
1.6	<p>The Services shall be carried out at the site/s as agreed to and approved by the NHA.</p>

<p><b>1.7</b></p>	<p>The Authorized Representatives are:</p> <p>For the NHA: Chief Executive Officer</p> <p>National Health Agency, 9<sup>th</sup> Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi, Delhi 110001</p> <p>For the Service Provider: _____</p>
<p><b>2.1</b></p>	<p><b>The effective date of the Contract:</b> Date of Signing of the contract by both parties. <b>i.e.</b> _____</p>
<p><b>2.3</b></p>	<p>The date for the commencement of Services: Within 3 days from the signing of the contract between the NHA and the Service Provider.</p>
<p><b>2.4</b></p>	<p>The tenure of the contract shall be: <b>3 years (36 months) w.e.f. the effective date of the contract</b></p>

<p><b>3.5</b></p>	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</p> <p>(b) Third Party liability insurance, with a minimum coverage of the value of the contract</p> <p>(c) Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>(d) NHA's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such</p>
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	<p>Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.</p>
<p><b>6.2</b></p>	<p>Any amount mentioned in this contract and subsequent implementation shall be in Indian Rupees (INR)</p>



<p><b>6.3</b></p>	<p><b>General terms and conditions of Payment Schedule</b></p> <ol style="list-style-type: none"> <li>1) All undisputed and eligible payments shall be made by the NHA in favour of the Service Provider.</li> <li>2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</li> <li>3) Service Provider shall obtain sign-off for each milestone completed from the NHA and raise invoice against the same.</li> <li>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within <b>30</b> days of submission of invoice.</li> <li>5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the NHA, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, NHA shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the NHA under this contract.</li> <li>6) All payments under this Contract shall be made to the account of the Service Provider with (Bank &amp; A/c No.): _____</li> <li>7) Power to levy penalty: Notwithstanding anything in the RFP, if in the opinion of the NHA, any work done or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, NHA shall be at liberty to levy penalties as per the service levels defined. These powers to levy penalties shall be without prejudice to any other power/ right of the NHA under this contract.</li> </ol>
<p><b>8.2</b></p>	<p>The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by parties themselves.</p>

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of National Health Agency]*

*[Authorized Representative]*

For and on behalf of *[Name of Service Provider]*

Name & Designation of the Company Secretary

***Annex VII: Format for Bank Guarantee Earnest Money Deposit***

**(To be stamped in accordance with Stamp Act)**

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

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

**Date.....**

To

General Manager (Administration)

National Health Agency,

9th Floor, Tower II, Jeevan Bharati Building,

Connaught Circus, New Delhi, Delhi 110001

Dear Sir/s,

5. In accordance with Invitation to Bid under your Specification No..... M/s ..... having its Registered/Head Office at..... (hereinafter called the 'Service Provider') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to ..... on behalf of Service Provider in lieu of the Bid deposit required to be made by the Service Provider, as a condition precedent for participation in the said Bid.
6. We, the ..... Bank at ..... (local address) having our Head office at ..... guarantee and undertake to pay immediately on demand by National Health Agency (NHA), the amount of ..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Service Provider.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
8. Notwithstanding anything contained hereinabove:
  - d. Our liability under this guarantee is restricted to Rs. .... (in words & figures).
  - e. This Bank Guarantee will be valid up to .....; and

f. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this..... day of.....2018.....at.....

**2.2.1.1. WITNESS**

.....

.....

(Signature)

(Signature)

.....

.....

(Name)

(Name)

.....

.....

(Official Address)

(Designation with Bank Stamp)

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

Dated.....

