



## **Expression of Interest (Eoi)**

**For**

**Empanelment of Agency for e-Card Generation of Beneficiaries  
under the Ayushman Bharat- Pradhan Mantri Jan Arogya Yojana  
(AB PM-JAY)**

**Published on 27<sup>th</sup> November 2020**

**(Volume I)**

**Issued by:  
National Health Authority (NHA)**

## Disclaimer

The information contained in this Expression of Interest (EOI) Document is being provided on the terms and conditions set out in this document. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their application.

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### **About the EOI:**

This RFP is meant to invite proposals from interested organizations capable of delivering 'scope of work' as provided in this RFP. The content of this RFP has been documented as a set of two (II) volumes explained below.

- EOI Volume I: Scope of Work, Evaluation and Bidding Process: Volume I of EOI provides details on the proposed scope of work, payment terms and details that may be needed by the potential bidders to understand their eligibility, bidding process and formats for preparing the bids that NHA deems necessary to share with the potential bidders.
- EOI Volume II: MEMORANDUM OF UNDERSTANDING: Volume II of EOI provides the contractual and legal terms that NHA wishes to specify at this stage.

This is Volume II of the Eoi

## Fact Sheet

S. No.	Reference	Description
1.	EOI reference number	S-12019/42/2020-NHA
2.	Name of purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India
3.	Date of publishing of EOI	27 <sup>th</sup> November 2020
4.	EOI Title	EMPANELMENT OF AGENCY FOR e-CARD OF BENEFICIARIES UNDER THE AYUSHMAN BHARAT
5.	Availability of EOI document	NHA has published EOI on- a) Central Public Procurement Portal ( <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ) b) Website of PM-JAY ( <a href="http://www.pmjay.gov.in">www.pmjay.gov.in</a> )
6.	Method of selection	4 stage evaluation process comprising of: <ul style="list-style-type: none"> <li>• Bid Securing Declaration</li> <li>• Pre-Qualification Evaluation,</li> <li>• Technical Evaluation, and</li> <li>• Commercial Evaluation</li> </ul> The selection of the agency shall be based on lowest commercial bid basis.
7.	Date till which the EOI response/bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
8.	Bid Securing Declaration	The Bidders shall submit, bid securing declaration form as per the format provided in this bid document (Annexure-II, 16.2.8 Form PQ8). The same shall be uploaded on CPPP and to be submitted in hard copy at NHA office.
9.	Pre-bid meeting	<b>Date-</b> 4 <sup>th</sup> December 2020, 1100 hours onwards <b>Venue-</b> National Health Authority Office Conference Room 9 <sup>th</sup> Floor, Tower-1 Jeevan Bharati Building Connaught Place New Delhi (Considering the current situation NHA may decide to conduct the pre-bid meeting through electronic mode, the details for the same shall be posted on PM-JAY website viz. <a href="http://www.pmjay.gov.in">www.pmjay.gov.in</a> )
10.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or before 8 <sup>th</sup> December 2020, up to 2359 hours. Bidders are required to send the queries/clarification request(s) in the manner

S. No.	Reference	Description
		specified in Annexure 1 (Template for Pre-Bid Queries) of the EOI . The e-mail address for requesting clarification is: <a href="mailto:procurement.divisoion@nha.gov.in">procurement.divisoion@nha.gov.in</a> e-mail must be marked to the above email id.
11.	Bid submission	The last date and time for submission of Proposal is 21 <sup>st</sup> December 2020, on or before 1700 hours. The bidder's proposal needs to be submitted online at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> on or before the last date and time of submission.
12.	Currency	The bidder to state all costs in Indian Rupees only (₹).
13.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
14.	Date, Time and venue for opening of pre-qualification bids of all bidders	<b>Date-</b> 22 <sup>nd</sup> December 2020 from 1700 hours onwards <b>Mode-</b> Electronically on CPPP.
15.	Tentative date, time and venue for opening of technical bids (only of the bidders who have qualified in the pre-qualification stage)	Date- To be announced later. <b>Mode-</b> Electronically on CPPP.
16.	Date, Time and Venue for commercial bid opening (only of the bidders who have qualified in the technical evaluation stage)	Date- To be announced later. <b>Mode-</b> Electronically on CPPP.

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## 1. Introduction

### 1.1. About Ayushman Bharat Pradhan Mantri Jan Arogya Yojana

Ayushman Bharat Pradhan Mantri-Jan Arogya Yojana (AB PM-JAY) is the flagship program of the Government of India implemented to provide financial protection and improved access to health care services to approx. 10.74 crore families – 50 crore beneficiaries. National Health Authority (NHA) is an attached Office of Ministry of Health and Family Welfare (MoHFW) for implementation of AB PM-JAY with full functional autonomy. The beneficiaries of AB PM-JAY are identified from the Socio-Economic and Caste Census 2011 based on specific indicators of deprivation. For the entitled beneficiaries, AB PM- JAY provides a health insurance cover of up to Rs. 5 lakhs per family per annum. The cover includes cashless treatment in any of the empaneled hospitals for more than 1500 surgical, medical and daycare hospitalization procedures. Many states, using AB PM-JAY platform, have expanded the scope of cover to include population beyond the poor and vulnerable groups, thus taking the share of the total covered population to approx. 60-65 crore people. The entire process in AB PM-JAY from the identification of eligible beneficiary to reimbursement to hospitals is carried out on an IT platform. In less than two years since its launch, AB- PMJAY scheme has covered more than one crore cashless hospitalizations, protecting beneficiaries from financial hardship due to hospitalization.

### 1.2. Insurance e-cards under AB PM-JAY framework

With National Health Authority having delivered more than 10 Crore (as on 09/09/19) beneficiary e-Cards out of potential beneficiaries since Ayushman Bharat PMJAY launch, with growing mass awareness around the PMJAY scheme, it is need of the hour to cater to remaining eligible beneficiaries in a faster, smoother and time bound manner. The issuance of e-Cards has tremendously influenced the utilization of the PMJAY scheme by eligible beneficiaries in all regions across India. It is therefore imperative that expansion in the issuance of e-Cards shall also ensure better utilization of PMJAY scheme, in line with the vision of Hon'ble PM. In order to reach out to maximum beneficiaries under AB-PMJAY scheme and issue them beneficiary e-cards, NHA have permitted collaboration with the Private (regulated) entities to enable any eligible beneficiary to obtain their e-card easily. Ecards are currently issued at empanelled hospitals or CSCs; this initiative is expected to create several more options and points of presence enabling other eligible beneficiaries to rapidly get an e-card.

It is envisioned, that beneficiaries can get e-Cards with maximum ease at their doorsteps, even at the grassroot level. Currently e-Cards can be generated only by a participating health service provider and empanelled common service centers across India. It is imperative to have a wider base of partners issuing e-Cards to ensure maximum coverage, as well as ease of access to



obtain e-Cards. With a huge PMJAY beneficiary base (50 Crore+) and limited points of presence for obtaining PMJAY e-cards, it is difficult to provide PMJAY e-cards at the pace and ease envisaged. In order to address the same, there is a strong need for expanding the points of presence as well as beneficiary touchpoints. It is envisaged to partner with eligible private players with points of service delivery and capabilities to generate e-cards across the geographical landscape of the country on a non-exclusive basis.

## 2. Scope of work

The first step in the Scheme is the identification of the Beneficiaries/ Beneficiary Family Units in both the rural and urban regions of India who are entitled to the benefit cover under the PMJAY Scheme and thereafter enrolling them in the PMJAY Scheme by issuing an E-card. Presently, the Common Service Centres have been engaged by the Government of India to verify beneficiaries and generate AB-PMJAY E-cards (laminated). An amount of Rs.30/- is to be paid by each individual beneficiary to the Selected Agency when the laminated E-card is handed over to the individual beneficiary. The additional amount than the quoted rate by the selected bidder shall be returned to SHA through online transfer of funds. Each member of the beneficiary family unit is to be issued individual E-cards. Such E-card is to be used as reference while availing benefits under the Scheme.

So far Common Service Centres and hospitals spread across the country have issued approx. 13 Cr AB-PMJAY E-cards to individual beneficiaries and still a large number of Beneficiaries are required to be identified for the issuance of e-card under the Scheme. It is envisioned, that beneficiaries are able to get E-Cards with maximum ease at their doorsteps, even at the grass-root level. Currently E-Cards can be generated only by an EHCP and empanelled Common Service Centers across India. It is imperative to have more partners issuing E-Cards to ensure maximum coverage, as well as ease of access to obtain E-cards. With a huge AB-PMJAY beneficiary base (50.00 Crore+) and limited points of presence for obtaining E-cards, it is difficult to provide AB PM-JAY E-cards at the pace and ease envisaged. In order to address the same, there is a strong need for expanding the points of presence as well as beneficiary touch points. It is envisaged to partner with the eligible agencies with points of service delivery and capabilities to generate E-cards across the country on a non-exclusive basis.

Accordingly, the NHA has decided to engage agency/agencies who shall in addition to the Common Service Centres and participating health service providers/ Empanelled Hospitals undertake the exercise of identification of beneficiaries and issue e-cards to them in both rural and urban areas across country. The country has been divided into following 6 regions for ease of implementations and operational issues.

S.No.	Region	States/UTs
1	Zone1	Haryana, J&K, Ladakh, Himachal, Punjab, Uttarakhand, Delhi
2	Zone2	UP, Jharkhand, Bihar
3	Zone3	Assam, Meghalaya, Sikkim, Arunachal, Manipur, Nagaland, Mizoram, Tripura
4	Zone4	Maharashtra, Gujarat, Goa, Daman and Diu, Dadar and Nagar Haveli
5	Zone5	Madhya Pradesh Rajasthan, Chhattisgarh
6	Zone6	Tamil Nadu, Karnataka, Kerala, Andhra Pradesh, Lakshadweep, Andaman & Nicobar island, Puducherry

State wise data fact sheet with number of eligible members, e-card generated is attached at annexure-1. Central/State may add additional families/individuals in the given fact sheet. Agencies will be empanelled region wise and more than one agency can be empanelled for one region. Similarly, one agency can be empanelled for more than one region.

### 3. Expression of Interest:

This Expression of Interest (EOI) is issued by the National Health Authority (hereinafter called NHA), intended to shortlist eligible bidders. The NHA's decision with regard to the shortlisting of bidders through this EOI shall be final and the NHA reserves the right to reject any or all the bids without assigning any reason.

### 4. Eligibility:

NHA intends to empanel private institutions as per the eligibility criteria defined in this document directly as well as give option to State Government(s) to do so to integrate with NHA ecosystem and deliver e-Cards to eligible beneficiaries. The organizations intending to partner with NHA shall submit a detailed roll out plan in line with this guideline document in order to be eligible for generation and issuance of PM-JAY e-Cards to entitled beneficiaries. NHA also reserves the right to accept and/or reject any of these institutions without assigning any reasons thereof.

It must be noted, that mere empanelment with NHA does not mandate for an organization to get the option of generating e-Cards under PMJAY in any of the State/UT. The sole discretion of NHA shall prevail and shall be full and final in all conditions. State Health Agencies within ecosystem of AB PMJAY may select any empanelled agency at the derived cost. The selected

agency will collect Rs.30 for every successfully generated e-card and difference between the fee charged (Rs.30 per e-card) to the beneficiary and the rate discovered through the tendering process shall be transferred by the selected agency to SHA. It is mandatory that money is to be paid only after the e-Card is generated and delivered, and that no money is to be charged in case the e-Card generation request is rejected for any reason whatsoever. After the empanelment of agency NHA role in cases where States are engaging private institutions directly or signing MoU with empaneled agency will be restricted to only provide access to IT systems and/or integration and technical support.

Any organization fulfilling the criteria provided in pre-qualification criteria can apply for the e-card generation. The interested agency shall not be an approver or similar decision making/recommending organization, e.g. ISA/TPA/Insurance company in any manner in the entire PM-JAY ecosystem in the State/ UT in any manner where the agency have been selected for e-card generation and not have any direct or indirect conflict of interest pertaining to PM-JAY or any converged/aligned/related schemes. Bidders having an in-house 24 x 7 x 365 support and grievance management system will be added advantages. It is expected that the Bidder Must have following mandatory devices/systems in sufficient quantity and able to increase the number if needed;

- I. Aadhaar registered Bio Metric devices
- II. Printer (colored)
- III. Lamination machine
- IV. High-speed reliable Internet connectivity
- V. Functional hardware infrastructure (Desktop /Laptop / Tablets / Mobiles etc.)

The Selected Bidder is required to deploy the requisite manpower along with the necessary hardware, required infrastructure, workspace and internet connectivity as specified in this document and instructions of SHA for carrying out of the e-card generation activities within 15 (fifteen) days from the issuance of Letter of Acceptance from SHA. Delay in deployment of manpower and required infrastructure will attract penalty and may lead to cancellation of the Contract. Key Result Areas (KRAs) defined in the documents shall also attract penalty and may lead to cancellation/blacklisting of the agency. The Selected Bidder/ Agency shall be solely responsible for any act of omission or commission by the manpower deployed by it including the financial loss which may be suffered by SHA or State Government as also for any criminal act by its human resource.

The Interested party is advised to study the Open BIS policy of the National Health Agency.

#### 4. Instructions to Interested Bidder

- i. The agency shall be required to quote (both in figures and words) an amount (exclusive of taxes, etc.) that it shall pay along with applicable taxes, if any. Amount shall be payable per E-card generated to the selected agency, as ascertained through the report of generation of E-card/ Golden Record on BIS portal/IT platform by the Selected Agency in terms of this EOI and as per the MoU signed between concern state and the selected agency.
- ii. The Selected agency shall be required to execute an agreement with SHA as per the format to be provided by SHA (the “**Contract**”). The Contract shall contain detailed terms and conditions defining the rights and obligations of the parties. The Selected Bidder/ Selected Agency shall be required to issue E-cards to beneficiaries during the contract period. After the expiry of the Contract Period, the parties may mutually decide to further extend the Contract duration either on same terms or such amended terms and conditions to be determined by SHA at its sole discretion. The SHA may fix a timeline for issuance of minimum number of e-cards in the defined duration. As per the requirement selected agency is expected to place the logistics, HR and other systems.
- iii. The Selected Bidder is required to deploy the requisite manpower along with the necessary hardware, required infrastructure, workspace and internet connectivity as specified in this document for carrying out of the enrolment activities mentioned herein within 15 (fifteen) days from the issuance of Letter of Acceptance. Delay in deployment of manpower and required infrastructure will attract penalty and may lead to cancellation of the Contract. The Selected Bidder/ Agency shall be solely responsible for any act of omission or commission by the manpower deployed by it including the financial loss which may be suffered by SHA or State Government as also for any criminal act by its manpower.

#### 5. Identification of Eligible Beneficiary Family Units Brief Process flow

AB PM-JAY targets about 10.74 crore poor, deprived rural families and identified occupational category of urban workers’ families as per the latest Socio-Economic Caste Census (SECC) data, both rural and urban. Additionally, all such enrolled families under RSBY that do not feature in the targeted groups as per SECC data will be included as well. Some States may cover a much larger population than the AB PM-JAY beneficiary list. The MoU with respective states will include the information about categories other than SECC and number of additional families.

- A. State/UT will be responsible for carrying out Information, Education and Communication (IEC) for e-card generation activities amongst targeted families. The selected agency shall also undertake publicity activities to increase the e-card generation activity. Beneficiary identification will include the following broad steps:
- i. The operator searches through the AB PM-JAY list to determine if the person is covered.
  - ii. Search can be performed by Name and Location, Ration Card No or Mobile number (collected during data drive) or ID printed on the letter sent to family or RSBY URN
  - iii. If the beneficiary's name is found in the AB PM-JAY list, Aadhaar (or an alternative government ID) and Ration Card (or an alternative family ID) is collected against the Name / Family. Other family IDs include the following options:
    - a. Government certified list of members
    - b. RSBY Card: Document image (RSBY Card) to be uploaded
    - c. PM Letter: Document image (PM Letter) to be uploaded
    - d. State Specific Requirement
  - iv. In case of unavailability of either of the above-mentioned family IDs, the state can decide to accept an Individual ID mentioning at least father/ mother/ spouse's name as a family ID. This will be accepted only in such cases where both individual's name and father/ mother/ spouse's name match as that in SECC/ RSBY/ State Scheme data.
  - v. The system determines a confidence score (threshold score defined by the system but not visible to operator/Pradhan Mantri Arogya Mitra) for the link based on how close the name / location / family members between the AB PM-JAY record and documents is provided.
  - vi. The operator sends the linked record for approval to the Insurance Company / Trust. The beneficiary will be advised to wait for approval from the insurance company/ trust.
  - vii. The insurance company / Trust will setup a Beneficiary approval team that works on fixed service level agreements on turnaround time. The AB PM-JAY details and the information from the ID is presented to the verifier. The insurance company / Trust can either approve or recommend a case for rejection with reason.

- viii. All cases recommended for rejection will be scrutinised by a State team that works on fixed service level agreements on turnaround time. The state team will either accept rejection or approve with reason.
- ix. The e-card will be printed with the unique ID under AB PM-JAY and handed over to the beneficiary to serve as a proof for verification for future reference.

Addition of new family members will be as per the process and guideline defined by NHA and States/UTs on time to time basis. Detailed Steps for Beneficiary Identification and Issuance of e-card : The main steps for the above exercise are as follows:

#### **A. Preparatory Activities for State/ UT's:**

After signing of MoU with the selected bidders, the State/UT may complete the preparatory activities to initiate the implementation and beneficiary identification process.

The State/UT will need to:

- i. Prepare an implementation plan in consultation with the selected agency for beneficiary identification process.
- ii. Availability of printed booklets (as far as possible), in abundant quantities at each Contact point, which will be given to beneficiaries along with the AB PM-JAY e-cards after verification. The booklet/pamphlet shall provide the following details:
  - a. Details about the AB PM-JAY benefits
  - b. Process of taking the benefits under AB PM-JAY and policy period
  - c. List of the empanelled network hospitals in the district along with address and contact details (if available)
  - d. The names and details of the key contact person/persons in the district
  - e. Toll-free number of AB PM-JAY call centre (if available)
  - f. Details of DNO for any further contact
- iii. Training of trainers for this purpose
- iv. Login credential creation of each operator
- v. Placement of personnel for e-card approval
- vi. Monitoring mechanism to supervise the entire process
- vii. Finalization of guideline for what **Informing Beneficiaries shall bring for Identification**
- viii. All IEC activities (see detailed IEC guidelines) must work towards education of the above to ensure it is easy for the beneficiaries to receive care.

## **B. Beneficiary identification Contact Points – Infrastructure and Locations**

The selected Agency shall ensure any beneficiary contact point must be able to provide information to any resident on eligibility under the scheme. This is especially critical to improve the e-card generation process. Therefore, the selected bidders are encouraged to create a large number of e-card generation contact points where they can easily check if they are eligible and obtain an e-card. The Beneficiary identification contact point will require:

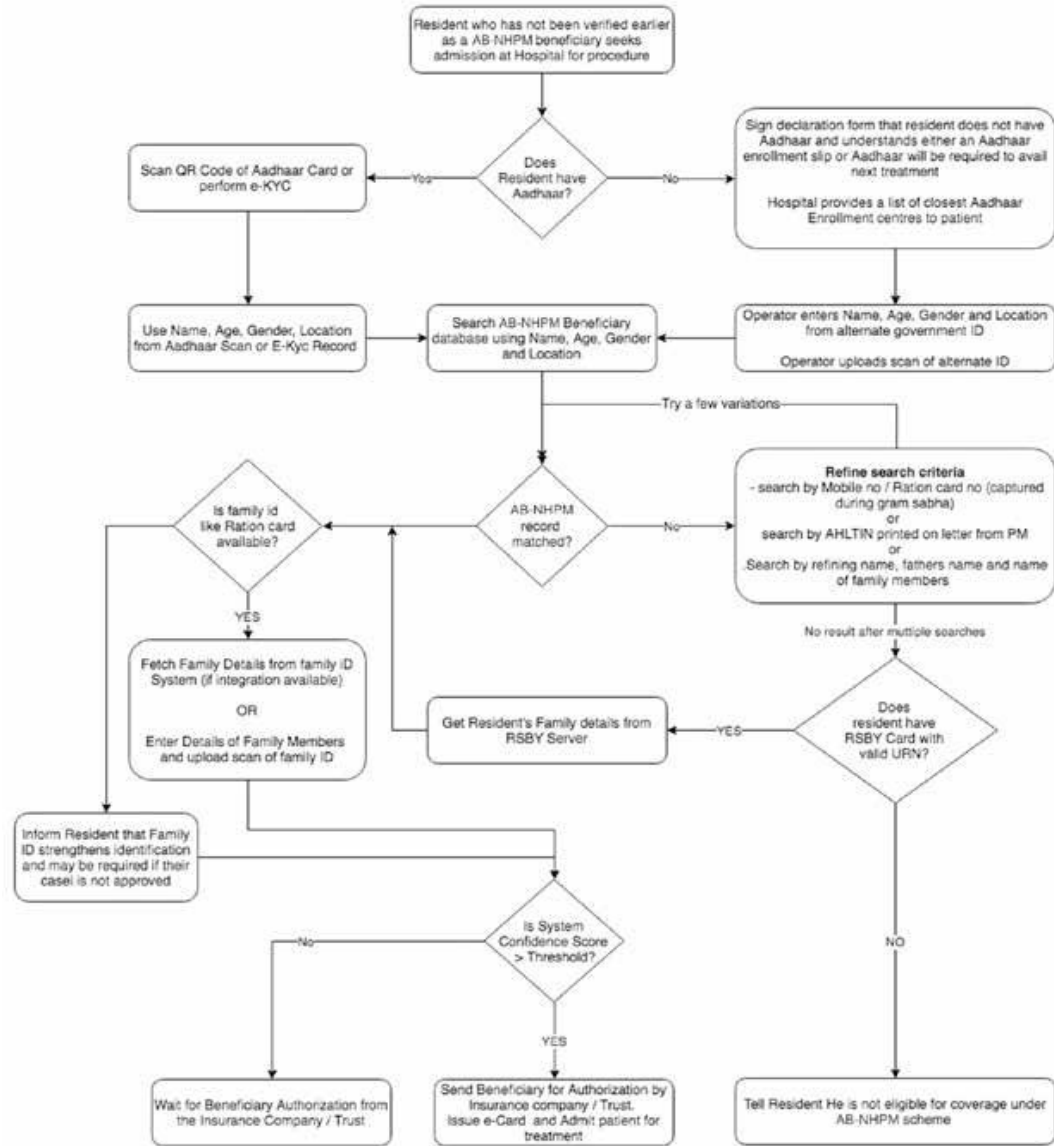
- A computer with the latest browser
- A QR code scanner
- A document scanner to scan requisite documents
- A printer to print the e-Card
- A web camera for photos
- Internet connectivity
- Aadhaar registered device for fingerprint and

Only Hardware and software as prescribed by NHA shall only be used. Detailed specifications are provided at annexure-2. Beneficiary identification will be available as a web and mobile application. Availability as a mobile app will make it easy to be deployed at a larger number of contact points. The DNO shall be responsible and supporting selected agency for choosing the locations for contact centres within each village/ward area that is easily accessible to a maximum number of beneficiary families including the following:

- CSC
- PHCs
- Gram Panchayat Office
- Empanelled Hospital
- Or any other contact point as deemed fit by States/UTs

Required hardware and software must be setup in these contact points which will be authorized to perform Beneficiary identification and issue e-cards. SHA/ District Nodal Agency will organize training sessions for the operators so that they are trained in the Beneficiary identification, Aadhaar seeding and AB PM-JAY e-card printing process. Operators are registered entities in the system. All beneficiary verification requests are tagged to the operator that initiated the request. If the insurer (Insurance Company/ Trust/ISA) rejects multiple requests from a single operator – the system will bar the operator till further training / remedial measures can be undertaken.

## Process Flow Chart for Beneficiary Identification





## **Identity Document for a Family Member:**

Aadhaar will be primary identity document for a family member that has to be produced under the AB PM-JAY scheme. When the beneficiary comes to a contact point, the QR code on the Aadhaar card is scanned (or an e-KYC is performed) to capture all the details of the Aadhaar. A demographic authentication is performed with UIDAI to ensure the information captured is authentic. A live photograph of the member is taken to be printed on the e-card.

If the eligible family member does not have an Aadhaar card and the contact point is a location where no treatment is provided, the operator will inform the beneficiary that he is eligible and can get treatment only once without an Aadhaar or an Aadhaar enrolment slip. They may be requested to apply for an Aadhaar as quickly as possible. A list of the closest Aadhaar enrolment centres is provided to the beneficiary

The AB PM-JAY family member does not have an Aadhaar card and the contact point is a Hospital or place of treatment then:

- i. The beneficiary must produce an ID document from the list of approved ids by the State
- ii. The operator captures the type of ID and the fields as printed on the ID including the Name, Father's Name (if available), Age, Gender and Address fields.
- iii. A scan of the ID produced is uploaded into the system for verification.
- iv. A photo of the beneficiary is taken.
- v. The information from this alternate ID is used instead of Aadhaar for matching against the AB PM-JAY record.

## **Searching the AB PM-JAY Database**

The beneficiary database will be searched based on the information provided in the Member Identity document. AB PM-JAY is based on SECC and it is likely that spellings for Name, Fathers Name and even towns and villages will be different between the AB PM-JAY record and the identity document. A beneficiary will be eligible for the scheme if the Name and Location parameters in the beneficiary identity document can be regarded as similar to the Name and Location parameters in the beneficiary record. The Search system automatically provides a confidence score between the two.

Aadhaar or Other Government ID Beneficiary Identity Document		Beneficiary Record	
<b>Name</b>	Geetha Bandhopadhya	<b>Name</b>	Gita Banarjee
<b>Age</b>	33	<b>Age</b>	40
<b>Gender</b>	F	<b>Gender</b>	F
<b>Father's Name</b>	<Not Available>	<b>Father's Name</b>	Arghya Banarjee
<b>State</b>	West Bengal	<b>State:</b>	West Bengal
<b>District</b>	Malda	<b>District</b>	Malda
<b>Town / Village</b>	Dakshin Chandipur	<b>Town / Village</b>	Dakshen Chandipur
<b>NAME MATCH CONFIDENCE SCORE: 94%</b>			

The Search system will provide multiple ways to find the AB PM-JAY beneficiary record. If there are no results based on Name and Location, the operator should:

- (a) Search by Ration Card and Mobile No (Information captured during the Additional Data Collection Drive)
- (b) Search using the ID printed on the letter sent by post to Beneficiaries (AHL\_HH\_ID)
- (c) Reduce some of the parameters like Age, Gender, Sub district, etc. and trial with variation in the spelling of the Name if there are no matching results
- (d) Try adding the name of the father or family members if there are too many results.

The Search system will show the number of results matched if > 5. The operator is expected to add more information to narrow results. The actual results will be displayed when the number matched is 5 or less. The operator has to select the correct record from the list shown.

### **Searching the AB PM-JAY Database for Valid RSBY Beneficiaries**

The operator is unable to find the person using AB PM-JAY search using Name and other methods described above, then he can search from the valid RSBY database. The RSBY URN printed on the beneficiary card is used to perform the search. The system fetches the record from the RSBY database. The operator is presented with the confidence score between the Beneficiary Identity document and the RSBY record.

### **Linking Family Identification document with the AB PM-JAY Family**

One or more Family Identity Cards can be linked with each eligible Family. While Ration cards will be the primary family document, States can define additional family documents that can be used. SECC survey was conducted on the basis of households and there are possibilities where the household could have multiple ration cards.

Linking a family identification document strengthens the beneficiary identification process as we can create a confidence score based on the names in family identification document and beneficiary record.

<b>Ration Card or Other Government Family ID</b>		<b>Beneficiary Record</b>	
<b>Beneficiary Identity Document</b>			
<b>Names of family members</b>	RAM, GEETHA, GOVIND, MEENAKUMARI	<b>Names of family members</b>	GEETHA, MEENAKUMARI, RAM
<b>FAMILY MATCH CONFIDENCE SCORE: 92%</b>			

Linking the family identification document will be mandatory ONLY if the same document is also the ID used by the state to cover a larger base. Operators are encouraged to upload the family document if the name match confidence score is low, but they believe the 2 records are the same

Integration with an online family card database is recommended. In this scenario, the operator will enter the Family ID No (from the IDs mentioned earlier) and will be able to fetch the names of the family members from the online database.

If an integration is not possible, the operator will enter the names of the family members as written in the ID card and upload a scan of the ID card for verification.

### **Approval by Insurance Company/Trust/ISA**

The State can appoint either the Insurance Company or Trust to perform the verification of the data of identified beneficiaries. The team needs to work with a strong Service Level Agreements (SLA) on turnaround time. Approvals are expected to be provided within 30 minutes back to the operator on a 24x7 basis.

The Approver is presented the Beneficiary Identity Document and the eligible beneficiary (AB PM-JAY or RSBY or State data) record side by side for validation along with the confidence score. The lowest confidence score records are presented first.

If the operator has uploaded the Family Identity document, it is also displayed along with the Confidence Score.

The approver must ensure that there exists at least a two-member overlap between source family members and members mentioned in the produced family document (e.g. Ration card etc.)

The Approver has only 2 choices for each case – Approve or Recommend for Rejection with Reason

The System maintains a track of which Operator is Approving / Recommending for rejection. The Insurance Company/Trust can analyze the approval or rejection pattern of each of the operators.

### **A Acceptance of Rejection Request by State (applicable only in case of Insurance Company mode of implementation)**

The State should setup a team that reviews all the cases recommended for Rejection. The team reviews the data provided and the reason it has been recommended for rejection. If the State agrees with the Insurer, it can reject the case.

If the State disagrees with the Insurer, it can approve the case. The person in the state making the decision is also tracked in the system. The State review role is also SLA based and a turnaround is expected in 24 hours on working hour basis.

## **B Monitoring of Beneficiary identification and e-card printing process**

SHA need to have very close monitoring of the process in order to ascertain challenges, if any, being faced and resolution of the same. Monitoring of verification process may be based on following parameters:

- Number of contact points and manpower deployed/ Number and type of manpower
- Time taken for issuance of e-card of each member
- Percentage of families with at least one member having issued e-card out of total eligible families in AB PM-JAY
- Percentage of members issued e-cards out of total eligible members in AB PM-JAY
- Percentage of families with at least one member verified out of total eligible families in RSBY data (if applicable)
- Percentage of members issued e-card out of total eligible members in RSBY data (if applicable)
- Percentage of total members where Aadhaar was available and captured and percentage of members without Aadhaar number
- Percentage of total members where mobile was available and capture

Responsibilities of empanelled organisations?

- Integrate the solutions technically for generating e-Cards
- Get training done for all operators, post taking a ToT and receiving training and implementation manual from NHA
- Generate e-Cards as per the standards and guidelines of NHA
- Ensure delivery of e-Cards to the beneficiaries with maximum ease
- Ensure the amount being charged to be the same as quoted, and that no overcharging happens at the grassroots
- Execute a detailed IEC strategy for promotion across the areas of operation
- Manage time-bound, effective and efficient grievance redressal process
- Comply to all terms and conditions of the agreement
- Ensure complete monitoring and control over the system
- Maintain effective, efficient, reliable, transparent and accountable implementation of generating e-Cards
- Shall comply with the rules of Central and State related to gathering of beneficiaries for the e -card generation process.

- Comply with the data standards and security mechanism as defined by the NHA (refer link: <https://pmjay.gov.in/download-documents> for detailed NHA Data Privacy Policy and Guidelines on Security and Privacy)

## 6. Payment

The Selected agency shall collect the registration fee of Rs. 30 from each beneficiary for e-card generation at the time of distribution of e-card. No additional money shall be collected from the beneficiaries as any other charges.

The selected agency on behalf of the State Health Agency shall charge the prescribed Fee of Rs. 30 (Rupees Thirty only) upfront from the beneficiary when the e-card is generated and delivered to the Beneficiary.

The difference between the fee charged to the beneficiary and the rate discovered shall be transferred by the selected agency to SHA through a mutually agreed-upon method on a frequency as decided at the time of MoU signing.

It shall be the responsibility of the SHA, on receipt of the information on Beneficiary Identification System and e-card, to tally the number of cards made with the amount transferred by the selected agency. The following formula will be used for the transfer of balance amount to SHA against the total e-card generated;

X = Discovered rate per e-card for that zone

B = Rs. 30 collected from the beneficiaries at the time of delivery of e-card

T = Total E-card generated

Balance Registration fee to SHA = (B-X)\*T

## 7. Key Result Areas (KRAs) and Penalties

S.No	SLA's	Source of data	Monitoring method	Penalty
1	Set-up and operationalize Enrolment centres as per the planned	Enrolment plan	Operationalize enrolment centre against planned	Rs. 10,000
2	Impersonation by providing false demographic or biometric information	Beneficiary audit	EKYC audit	Rs. 10,000
3	Intentionally transmitting information collected during enrolment and	System data		Rs.1,00,000

S.No	SLA's	Source of data	Monitoring method	Penalty
	authentication to an unauthorized person			
4	Not providing laminated printed e-card	Field report	Supervision and monitoring report	Rs.10,000
5	Charging extra/additional money from beneficiaries than the fixed amount Rs.30	Field report/complaints	Supervision and monitoring report	Rs.5,000 per incidence
6	Cancellation of enrolment centres without taking permission from Nodal officer	3 centre cancellation in a week.	Day wise functional enrolment centre report	Rs.10,000 per such incidence.
7	<b>Setting Up of Hardware and Software in enrolment centres</b> – All the enrolment centres shall be ready with the necessary hardware and Software.	Planned vs deployed report	Weekly field report	Upto 2% gape no penalty, after 2%t Rs. Rs.10,000 per for each percent gape for failed deployment of hardware.
8	<b>Grievance settlement</b>	Based on the grievance report recorded on state toll free number and grievance management system of vendor	Fortnightly review meeting and action taken report of agency	Closer of grievance <50%- Rs.25,000 50-60%- Rs.20,000 60-70%- Rs. 15,000 70-90%- Rs.10,000 >90% - no penalty

## 8. Submission of bids

Bids should be submitted on or before from the date of publication of EOI on CPP portal.

## 9. Memorandum of Understanding

The agencies/Organization meeting the eligibility criteria shall be communicated by NHA. SHA' may enter into an MOU with selected agency/agencies as per their region. The empanelment

shall be valid for an initial period of 03 (three) years during which period selected bidder can have MoU with more than one SHAs, provided SHA's consent for the same.

## 10. General Terms and Conditions

- 10.1. This EoI is not an offer and issued with **no commitment/confirmation of award of contract**. NHA reserves the right to withdraw the EoI and change or vary any part thereof at any stage. NHA also reserves the right to disqualify any bidder, should it be so necessary at any stage without any compensation and/or reason assigned.
- 10.2. NHA reserves the right to withdraw this EoI if NHA determines that such action is in the best interest of the NHA.
- 10.3. Short-listed bidders would be required to submit financial proposal. Only shortlisted bidders will be invited to submit commercial proposals.
- 10.4. Technical to financial weightage of the proposal will be 70:30
- 10.5. Timing and sequence of events resulting from this EoI shall be determined by NHA.
- 10.6. Each applicant shall submit only one pre-qualification proposal as a response to this EoI.
  
- 10.7. Timeline of the support is not mentioned as it is difficult to determine the same at this stage. However draft legislative framework shall be prepared within 2 months
- 10.8. The Firm/organization will provide all technical support regarding editing, redrafting based on feedback received from various stakeholders and also assist during process of the same getting ratified by the parliament
- 10.9. Due date and time for submission of proposal is before **05.00 PM on 21<sup>st</sup> December 2020**



## 11. Bidding Process

### 11.1 Pre-Bid Queries

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

### 11.2 Pre-Bid Meeting

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

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

### 11.3 Responses to Pre-Bid Queries and Issue of Corrigendum

1. NHA will endeavor to provide timely response to all the queries. However, NHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, NHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the EOI document. Any modifications of this EOI, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by NHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this EOI.

3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on CPPP.
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, NHA may, at its discretion, extend the last date for the receipt of EOI Proposals.

**12. Bid submission format**

1. A four staged bid system will be followed for this EOI with least cost system. The four bids to be submitted by bidders on CPPP are –
  - a) Bid securing declaration form and
  - b) Pre-Qualification Bid and
  - c) Technical Bid and
  - d) Commercial Bid
2. The bid response of the Bidder to be submitted and uploaded on CPPP against this EOI.
3. The bids are to be submitted electronically on CPPP on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
4. This EOI process will be administered through the CPP portal. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. The bidders are required to enroll on the e-procurement module of the CPP portal. Enrolment on the CPP portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on CPPP (please visit- <https://eprocure.gov.in/cppp/>) . For understanding, bidders are thus advised to go through such instructions (as published on CPPP) and take necessary assistance through the CPPP call center (if required) in order to properly submit their bids on time.
5. The Bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their Proposals.
6. The Proposal is to be submitted in four covers on CPPP as mentioned below-

<b>S. No.</b>	<b>Bid covers</b>	<b>Bid submission</b>
1.	Bid Securing declaration	Scan copy of bid securing declaration to be uploaded on CPPP and original to be submitted to NHA.
2.	Pre-qualification bid	To be uploaded on CPPP
3.	Technical bid	To be uploaded on CPPP
4.	Commercial bid	To be uploaded on CPPP

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

S. No.	Document Name	Contents
1.	Bid Securing declaration	a) Scan copy of bid securing declaration to be uploaded on CPPP and original to be submitted to NHA.
2.	Pre-qualification bid	a) Pre-Qualification Proposal as per section 13 (Pre-Qualification Criteria) along with the specified documents/Forms at Annexure II (Pre-Qualification Proposal Format). a) Checklist of all documents submitted b) Scan copy of signed pre-contract Integrity Pact as per Annexure VI (Pre-contract Integrity Pact)- (Original signed pre-contract integrity pact to be submitted in a sealed cover at NHA office). c) Power of attorney/Board Resolution as per section 5.8 (Authorized Signatory and Authentication of Bids)
3.	Technical bid	a) Technical Proposal as per section (Technical Evaluation Criteria) along with the required supporting documents/forms specified at Annexure III (Technical Proposal Format). b) Checklist of all documents submitted
4.	Commercial bid	a) Commercial Proposal as per the required supporting documents/forms specified at Annexure I (Commercial Proposal Format). b) Check list of all documents submitted c) Commercial bid shall not be more than Rs.30 per e-card generation

8. The response to pre-qualification bid, technical bid and commercial bid (as mentioned in the previous paragraph) should be uploaded in separate folders on the CPPP.
9. As part of the bid, bidder should provide one (1) copy of the Pre-qualification bid, and the Technical bid in soft copy (both bids in MS word format and pdf format). In case of any discrepancy, the pdf version shall prevail over the MS word version (The soft copies- MS word to be uploaded in \*.rar extension files on CPP portal)
10. Please note that prices must not be indicated in the pre-qualification bid and technical bid and must only be indicated in the commercial bid. In case any bidder submits prices or any other commercial information in its pre-qualification and/or technical bid then the bids of such bidders will be summarily rejected by NHA.

11. The pre-qualification bid, technical bid and commercial bid should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the EOI document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of NHA.
12. Original Bid securing declaration and signed integrity pact is required to be submitted manually at NHA's office in a sealed cover and a scan copy of Bid securing declaration and signed integrity pact needs to be uploaded on CPPP by the bidders. While submitting the original Bid securing declaration and Integrity pact, the Bid securing declaration and integrity pact should be placed in a sealed cover and the envelope be super scribed as "Bid securing declaration and Integrity pact FOR EOI # <.....>, DATED <....>"- along with bidders name mentioned on the cover. Original Bid securing declaration and signed integrity pact must be submitted on or before the last date of submission at the following address-

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

13. The Bidders are requested to go through the EOI 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.
14. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
15. Each document submitted by the bidder in pre-qualification and technical and commercial proposals must be duly signed by the authorized signatory as per section 5.8 (Authorized Signatory and Authentication of Bids).

### 13. Selection of Bidders

#### 13.1 Opening of Proposals

The Proposals will be opened by NHA, on CPPP, in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders

are advised to carry the identity card and a letter of authority from the bidder to identify their bonafide for attending the opening of the proposal.

There will be four bid-opening events

1. Pre-Qualification Proposal opening
2. Technical Proposal opening
3. Commercial Proposal opening

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

### 13.2 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 EOI, will be rejected by the NHA and shall not be included for further consideration.

### 13.3 Clarification on Proposals

During the EOI 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 and/or permitted.

## 14. Evaluation Process and Criteria

### 14.1 Evaluation Process

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

#### 14.1.1 Stage 1: Pre-Qualification

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

#### 14.1.2 Stage 2: Technical Evaluation

1. “Technical Proposal” will be opened on CPPP only for bidders who succeed in Stage 1, in the presence of the bidder’s representatives present and attending.
2. 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.
3. The bidder’s technical proposal will be evaluated as per the requirements specified in the EOI and technical evaluation framework as mentioned in Section 15.2 (Technical Evaluation Criteria).

#### 14.1.3 Stage 3: Commercial Evaluation

1. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee – constituted by NHA) in the presence of the bidder’s representatives.
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. If a firm quote more than Rs.30 per e-card, the bid shall be treated as unresponsive and will not be considered
4. Any conditional bid would be rejected.
5. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered (As per Annexure IV (Commercial Proposal Format)).
6. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA.
7. If there is a discrepancy between words and figures, the amount in words will prevail.

## 15. Evaluation Criteria

NHA shall evaluate the responses of the bidders to this EOI and scrutinize the supporting documents /documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of 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 or may issue in writing/email to seek clarifications or conformations 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 EOI. The Evaluation Committee (EC) constituted by the NHA shall evaluate the responses to the EOI and all supporting documents & documentary evidence as mentioned in this section of the EOI. NHA 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.

The evaluation criteria are as follows-

### 15.1 Pre-Qualification Criteria

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

<b>S.N o.</b>	<b>Eligibility Criteria</b>	<b>Document Proof</b>
<b>Registered legal entity</b>		
1	The Bidder should be – a. A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 Or Any organization registered as society/NGO under applicable laws	a. Copy of certificate of Incorporation along with copy of Memorandum and Articles of Association. b. Copy of GST Registration certificate issued by GSTN authorities c. Copy of PAN Card d. Copy of society registration and memorandum of association. (if applicable)

S.N o.	Eligibility Criteria	Document Proof
	b. Registered with the GST Authorities c. Should have a valid PAN number	
<b>Duration of operations</b>		
2	The Bidder should have experience of execution of at least one multiple location citizen centric Identity card, smart card, driving license, Aadhar card, e-card preparation or similar project in last 5 financial years (i.e. for FY2015-16, 2016-17, 2017-18, 2018-19, 2019-20) in India prior to the date of submission of bid.	Certificate by company secretary of the bidder.
<b>Financial Stability</b>		
3	The Bidder should have a consolidated minimum positive net worth, in the last 3 FY's 2016-17, 2017-18 and 2018-19.	Statutory auditor certificate of Bidder specifying the net worth for the specified year (as per the definition of net-worth specified in the EOI).
4	The Bidder should have average annual turnover of ₹ 50 lakhs in delivering in the last three financial years (Financial years 2016-17, 2017-18 and 2018-19)	Statutory auditor's certificate of the Bidder clearly specifying the turnover from the stated criteria ONLY for the specified years.
<b>Litigations</b>		
5	The Bidder should not be involved in any major litigation such as fraud, FEMA violations that may have an impact of affecting or compromising the delivery of services as required under this contract	Certificate from the authorized signatory as per the format specified at sub-section 9.2.4 (Form PQ4: Details of Litigation) of Annexure II (Pre-Qualification Proposal Format) of this EOI.
<b>Conflict of Interest</b>		
6	As on date of submission of the proposal, the Bidder should not be involved in any conflict of interest situation.	Undertaking by the authorized signatory as per the format specified at sub-section 9.2.6 (Form PQ6: Format-Undertaking (no conflict of interest)) of Annexure II (Pre-Qualification Proposal Format) of this EOI.



S.N o.	Eligibility Criteria	Document Proof
<b>Blacklisting or Banned</b>		
7	As on date of submission of the proposal, the Bidder should not be blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Certificate from the authorized signatory as per the format mentioned at sub-section 9.2.7 (Form PQ7: Format- self declaration for non-black listing) of Annexure II (Pre-Qualification Proposal Format) of this EOI.
<b>Debarment</b>		
8	As on date of submission of the proposal, the Bidder should not be debarred under the conditions specified in sub-section 5.7 (Debarment from Bidding) of the EOI.	Certificate from the Key Managerial Personnel as per the format mentioned at sub-section 9.2.8 (Form PQ8: Format- self declaration for non-debarment) of Annexure II (Pre-Qualification Proposal Format) of this EOI.

## 15.2 Technical Evaluation Criteria

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

### Note-

1. The overall technical cut-off will be 70%.
2. To qualify in the technical evaluation stage, it is mandatory for the bidders to qualify in each of the sections and sub-sections. It is clarified explicitly that if any bidder fails in any one sub-section, but overall scores equal to or more than 70% score then the bidder will be disqualified.
3. The bidders who qualify the minimum technical cut-off i.e. 70 % overall and in each sub-section of technical evaluation- shall be assigned marks based on their proposals. The bidder with highest total marks shall be placed at T1 and subsequent bidder on T2 and so on.

4. The following sections explain how the bidders will be evaluated on each of the evaluation criteria

The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following sub-sections.

S No.	Evaluation Criteria	Total Marks	Minimum Cut-off (70%)
1	Bidder's Relevant Experience	30	
2	Infrastructure and logistic availability	30	
3	Approach and Methodology (Write-up and Presentation to NHA)	40	
<b>Total</b>		<b>100</b>	<b>&gt;=70</b>

#### 14.3 Bidders Relevant Experience

This section provides for the first sub-criterion i.e. bidders experience of the overall technical evaluation criteria-

- The citations should be for projects which have been declared go-live or completed projects. The go-live shall mean go-live of the entire project and not a go-live of a particular phase of the project.
- All the projects cited should be in the name of the Bidder as the case may be and not in name of any parent, subsidiary or affiliate entity.
- The following is evaluation criteria for Bidder's experience-

<b>Total Marks – 30</b>	
<b>Criteria Details</b>	<p>1. The Bidder should have experience of preparation of Identity card, smart card, driving license, Aadhar card, e-card preparation or similar activities of at least 1 years in last 5 financial years (i.e. for FY2015-16, 2016-17, 2017-18, 2018-19, 2019-20) in India prior to the date of submission of bid.</p> <p>Marks distribution as per the number of project citations:</p> <ol style="list-style-type: none"> <li>Projects with work order of <math>\geq 50</math> lakh Identity card, smart card, driving license, Aadhar card, e-card preparation or similar activities - 30 Marks</li> <li>Projects with work order value of <math>&gt;30 &lt; 50</math> lakhs - 20 Marks (divided in equal marks for each citation) and/or</li> <li>Projects with work order value of <math>10 &lt; 30</math> Lakhs - 15 Marks (maximum 30 marks would be allotted to any bidder)</li> </ol>
<b>Criteria Details</b>	<ol style="list-style-type: none"> <li>The bidder should have an in-house 24 x 7 x 365 support and grievance management system with 3 call centre executive per shift– 20 marks</li> <li>The bidder should have <math>\geq 5,000</math> aadhar registered Bio metric devices – 10</li> </ol>

<b>Total Marks – 30</b>	
	3. The bidder should have 1000<5,000 aadhar registered Bio metric devices – 5
<b>Documents required</b>	<p>a) Project as per (Form Tech 1: Bidders experience format) and; AND</p> <p>b) Copy of work order/client certificate/contract copy/ client project completion certificate specifying the project details and value. In case of an on-going project phased completion certificate (provided by client) should be submitted. AND</p> <p>c) In case of an on-going project phased completion certificate (provided by client) should be submitted AND</p> <p>d) A certificate from the Key Managerial Personnel of the bidder stating the criteria and the project value. AND</p> <p>e) A certificate from the Key Managerial Personnel of the bidder stating the in house 24*7*365 support and grievance system with atleast 6 call center executive with contact details. AND</p> <p>f) Purchase receipt of devices with a certificate from the Key Managerial Personnel of the bidder</p> <p><b>Note-</b> NHA reserves the right to conduct a client confirmation on the citation submitted by the bidder. The bidder is required to specify client's contact details in the format (Form Tech1: Bidder's Experience Format),</p>

#### 14.4 Approach and Methodology and Bidders Presentation

1. Bidders are required to submit a write-up of the proposed Approach and Methodology on mass e-card generation as per the requirements specified in the scope of work. Also.
2. In addition to the technical bid documents, bidder will need to prepare a technical presentation covering all aspects. The focus of the presentation should be on a sample plan with methodology and strategies to cover one state with 1,00,00,000 e-card in 60 days. The plan should cover HR placement, logistic placement and other important aspects of e-card generation. The technical presentation is not to be submitted along with the technical bid, bidder's will be notified separately for technical presentation.

#### 15.3 Commercial evaluation criteria

1. The bidders are required to quote the total cost of project (as anticipated by the bidder) as per the table indicated in Annexure IV. The evaluation shall be done on the basis of total cost submitted by the bidder (₹ 'X').

2. In case only one bidder qualifies after the technical evaluation, NHA will have right to select the single qualified bidder or cancel the EOI.
3. Bidder's needs to provide their commercial bid as per the format provided in the EOI (Annexure-IV).
4. Commercial evaluation shall be conducted on the basis of the total price rate quoted by the respective bidders for respective zone (1 to 6) and basis that bidders will be placed at L1 (i.e. at lowest cost), L2 and so on.

## Annexure- I

### BIS: Requirement of Hardware Specification for BIS Application

S.No	Device	Specification
1	Computer	
	<ul style="list-style-type: none"> <li>• Operating System (32/64 bit)</li> </ul>	Windows 8.1 or above
	<ul style="list-style-type: none"> <li>• RAM</li> </ul>	Minimum 2 GB
	<ul style="list-style-type: none"> <li>• Hard disk (HDD)</li> </ul>	Minimum 100 GB
	<ul style="list-style-type: none"> <li>• Web Browser</li> </ul>	Google Chrome latest version
2	Internet	Dedicated connection with minimum 2 Mbps download/upload
3	Web Camera	Minimum 1 megapixel Compatible with windows 8.1 or above
4	Flatbed scanner document	Minimum 100 dpi A4 size scan
5	Colour Printer	Optional
6	2D QR Code scanner (Optional)	
7	Finger Print Device (for Aadhaar authentication)	UIDAI complaint devices and tested with BIS application
8	IRIS Device (for Aadhaar authentication)	<a href="https://authportal.uidai.gov.in/home-articles?urlTitle=certified-biometric-sensors&amp;pageType=partners">https://authportal.uidai.gov.in/home-articles?urlTitle=certified-biometric-sensors&amp;pageType=partners</a>
9	UPS System	Support computer, printer, scanner

<b>S.No</b>	<b>Device</b>	<b>Specification</b>
<b>10</b>	USB hub	Minimum 6 ports

**Note:**

- Biometric devices (Finger print and IRIS) need to be registered for UIDAI production.
- RD service (Device Registry) is provided by vendors/ suppliers of biometric device and registry charges should be in built in to the cost of device
- To be ensured with the corresponding vendor/supplier that biometric device is registered with UID

Annexure -II - State wise beneficiary and e-card generated details

S.No	State Code	State Name	GF/BF	District Count	Total SECC Household	Total SECC Beneficiary	e-Card Generated
1	35	Andaman & Nicobar Islands	Greenfield	4	21,399	80,127	15485
2	28	Andhra Pradesh	Brownfield	15	55,30,834	1,99,75,159	
3	12	Arunachal Pradesh	Brownfield	21	88,928	4,26,966	1748
4	18	Assam	Brownfield	35	27,01,795	1,25,08,674	44988
5	10	Bihar	Greenfield	39	1,08,95,571	5,55,62,406	5402043
6	4	Chandigarh	Greenfield	2			51466
7	22	Chhattisgarh	Greenfield	28	37,29,139	1,52,74,556	3019370
8	7 & 26	Dadra & Nagar Haveli and Daman & Diu	Greenfield	2	42,805	194505	402107
9	7	Delhi	Others	12	5,88,426	26,04,160	
10	30	Goa	Brownfield	4	36,975	1,39,207	21688
11	24	Gujarat	Brownfield	35	44,85,330	2,12,84,770	7275752
12	6	Haryana	Greenfield	23	15,51,798	73,49,722	2256374
13	2	Himachal Pradesh	Greenfield	14	2,77,674	11,37,946	848581
14	1	Jammu & Kashmir	Greenfield	23	5,59,771	28,95,753	1140563
15	20	Jharkhand	Greenfield	25	28,05,780	1,39,94,648	8809006
16	29	Karnataka	Brownfield	32	41,34,544	1,74,04,802	372
17	32	Kerala	Greenfield	15	18,58,099	72,88,329	6455737
18	31	Lakshadweep	Greenfield	2	1,465	6,607	1549
19	23	Madhya Pradesh	Greenfield	52	83,92,162	3,73,05,019	14647090
20	27	Maharashtra	Brownfield	38	83,72,321	3,60,84,776	6910757
21	14	Manipur	Greenfield	17	2,77,016	14,08,348	246211
22	17	Meghalaya	Greenfield	12	3,47,013	17,75,299	1574812
23	15	Mizoram	Greenfield	9	1,01,880	4,57,118	352268
24	13	Nagaland	Greenfield	12	2,02,270	9,96,085	243806
25	21	Odisha	Others	31	61,00,093	2,44,40,661	
26	34	Puducherry	Greenfield	5	1,03,434	4,13,597	122953
27	3	Punjab	Greenfield	23	14,98,065	70,55,971	4435289
28	8	Rajasthan	Brownfield	35	59,71,496	2,86,95,425	
29	11	Sikkim	Greenfield	5	39,791	1,71,398	32021
30	33	Tamil Nadu	Brownfield	34	77,81,087	2,88,44,541	218
31	36	Telangana	Others	32	26,11,424	1,01,32,938	
32	16	Tripura	Greenfield	9	4,94,422	20,70,365	1144985
33	9	Uttar Pradesh	Greenfield	76	1,18,07,068	6,47,03,155	9656510
34	5	Uttarakhand	Greenfield	14	5,37,721	24,63,043	3895728
35	19	West Bengal	Brownfield	25	1,11,89,727	4,76,77,708	

## **Appendix 1**

Responsibility of Infrastructure and human resource related requirements for e-card generation will be on the selected agency. The e-card generation kit shall include following logistics at contact centre;

- A laptop with the latest browser
- A QR code scanner
- A document scanner to scan requisite documents
- A printer to print the e-Card
- A web camera for photos
- Internet connectivity
- Aadhaar registered device for fingerprint and

Minimum human resource deployment as below:

- One operator per contact point (Educational Qualification – minimum 12 pass, minimum 6 months of diploma/certificate in computer, preferably be from local district area, should be able to read, write and speak in Hindi). All operators shall have aadhaar number to be able to perform an online authentication using Aadhaar.
- One supervisor per 10 operators (Educational Qualification –
- One Technician per 10 Kits (Educational Qualification – minimum 12 pass and diploma in computer hardware, should be able to read, write and speak in Hindi and English)
- One IEC coordinator per district
- One Manager per district supervisors (

These resources should be deployed from the first day of the start of the e-card generation process in the district.

# Annexures



## 16. Annexures

### 16.1 Annexure I: Template for Pre-Bid Queries

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

#### **Sheet 1: Bidder's Information**

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

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

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

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

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

Note–

1. The queries are to be submitted in the format provided above only and as per schedule ([refer section2 \(fact sheet\)](#)) 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.
2. The bidders to ensure that **no cell merging (in excel)** is done by them while preparing the query.
3. The bidders to ensure that each of the query submitted by them is unique and **no duplicate query** is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to NHA.

16.2 Annexure II: Pre-Qualification Proposal Format

16.2.1 Form PQ1: Pre-qualification bid submission letter

<No.....>

<Location, Date>

To

Principal Consultant (Administration)

National Health Authority

9th Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

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

Dear Sir,

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

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days from the last date of bid submission i.e. <insert last date> as stipulated in the RFP document.

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

16.2.2 Form PQ2: Profile of Bidder

The following details are to be submitted for the bidder.

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

Table 1: Profile of Bidder Format

16.2.3 Form PQ3: PQ Checklist

Bidders are required to submit their compliances to the pre-qualification criteria for Bidder, along with documents required, as stated in [section 14.1 \(Pre-Qualification Criteria\)](#) of this RFP as below-

16.2.4 Form PQ4: Details of litigation

The certificate below is to be provided by the Bidder-

**Certificate for Pending Litigation on Fraud cases, FEMA Violations**

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

Sincerely,

(Signature of the Authorized signatory of the Bidder)  
 (Name, Designation, Seal, Date, Place, Business Address)

### 16.2.5 Form PQ5: Format- Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder.

#### **Certificate for undertaking for No Conflict of Interest**

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

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

(Signature of the Authorized signatory of the Bidder)

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

#### 16.2.6 Form PQ6: Format – self declaration for non-black listing

The certificate below is to be provided by the Bidder.

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

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

Sincerely,

(Signature)

(Name and signature of Key Managerial Personnel)

#### 16.2.7 Form PQ7: Format – self declaration for non-debarment

The certificate below is to be provided by the Bidder.

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

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

- a) 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.

Sincerely,

(Signature)

(Name and signature of Key Managerial Personnel)

16.2.8 Form PQ8: Format – Bid Securing Declaration

**Bid Securing Declaration Form**

Date: \_\_\_\_\_

Tender/EOI No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

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

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

Corporate Seal (where appropriate)

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

16.3 Annexure III: Technical proposal format  
16.3.1 Form Tech 1: Technical bid covering letter

<No.....>

<Location, Date>

To

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

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

Dear Sir/Madam,

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

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

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

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

16.3.2 Form Tech 2: Bidders experience format

1. In this section the Bidder should provide their experience/citation
2. The bidder is required to submit the required references for each of the competencies as detailed in sub Section 7.2.2 of the RFP. Citations to be submitted by each Bidder.
3. For each of the citations the bidder shall provide details of a single point of contact (at client side) in their proposals.
4. The Bidder should submit credentials that best illustrate ability to provide the services required as per the technical evaluation criteria. Credentials in similar environments in terms of scope coverage, magnitude, geographical spread, organizational characteristics should be given preference.
5. The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from tender conditions.

#	Information Sought	Bidder's Response
1.	Name of Bidder entity	
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	



### 16.3.3 Form Tech 3: Proposed Approach and methodology

Provide details of the strategies to improve the e-card generation (including details required as of the RFP), along with the key differentiators covering all requirements as laid out in the RFP for e-card generation. Bidder must cover all aspects of the e-card generation showcasing the suitability to increase the e-card generation as per requirements listed out in the RFP.

In addition, bidder must fill and submit the information sought in table(s) below-

S No.	e-card generation component	Strategies inclusive of logistics

### 16.3.4 Form Tech4: Total Responsibility

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

<To be printed on Company letterhead>

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

(Signature of Authorized Signatory)

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

## 16.4 Annexure IV: Commercial proposal format

### 16.4.1 Form Commercial1: Covering letter

<No.....>

<Location, Date>

To

Principal Consultant (Administration)

National Health Authority

9th Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

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

Dear Sir/Madam,

Dear Sir,

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

#### 1. PRICE AND VALIDITY

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

#### 2. UNIT RATES

We have indicated in the relevant forms the unit rates.

#### 3. BID PRICING

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

#### 4. BID PRICE

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

#### 5. QUALIFYING DATA

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

#### 6. PERFORMANCE BANK GUARANTEE

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

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

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

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 16.4.2 Form Commercial2: Financial Bid

[On letterhead of the Bidder]

From

[insert name of Bidder]  
[insert address of Bidder]

Date: [insert date], 201X

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Madam / Sir,

Subject: Financial Bid for E-card Generation under Ayushman Bharat - Pradhan Mantri Jan Arogya Yojana for the defined zones

With reference to your EOI Documents dated (Insert Date) we, [insert name of Bidder], wish to submit our Financial bid empanelment of agency for e-card of beneficiaries under the AB-PMJAY [insert name of the region]. Our details have been set out in our Qualification Bid.

1. We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.
2. We acknowledge that the National Health Authority will be relying on the information provided by us in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the empanelment of the Successful Bidder empanelment of agency for e-card of beneficiaries under the AB-PMJAY . We certify that all information provided in the Financial Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.
3. We shall make available to the National Health Authority any clarification it may find necessary or require to supplement or authenticate the Financial Bid.
4. We acknowledge the right of the National Health Authority to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.

5. We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid
6. We acknowledge and declare that the National Health Authority is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Document.
7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall advise the National Health Authority of the same immediately.
8. We are quoting following amount as the fees for per e-card generation

Component	INR Cost (inclusive of all taxes excluding GST)					
	Zone1	Zone2	Zone3	Zone4	Zone5	Zone6
Cost per E-Card generated to the eligible beneficiary						

[Note to Bidders: The Bidders are required to quote the fee under row 1 to 3 up to two decimal points.]

9. We acknowledge, confirm and undertake that:
  - a. The terms and conditions of the Tender Documents and the Fee being quoted by us for the empanelment of are determined on a technically agency for e-card generation of eligible beneficiaries basis, are financially adequate, viable and sustainable on the basis of information and claims experience available in our records.
10. We hereby irrevocably waive any right or remedy, which we may have at any stage at law or howsoever arising, to challenge the criteria for evaluation of the Financial Bid or question any decision taken by the National Health Authority in connection with the evaluation of the Financial Bid, declaration of the Selected Bidder, or in connection with the Bidding Process itself, in respect of the Contract and the terms and implementation thereof.
11. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexures and Appendices.
12. We have studied the Tender Documents (including all the Addenda, Annexures and Appendices) and all the information made available by or on behalf of the National Health Authority carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information

provided to us by the National Health Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process.

13. We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, shall we have any claim or right against the National Health Authority if the Contract is not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.

14. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at *Delhi* will have exclusive jurisdiction in the matter.

15. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Tender Documents.

We hereby confirm that we are submitting this Financial Bid under and in accordance with the terms of the Tender Documents.

Dated this \_\_\_ day of \_\_\_\_\_, 2020

(signature)

.....(insert name of the authorized signatory)

In the capacity of \_\_\_[position]

Duly authorized to sign this Bid for and on behalf of \_\_\_[name of Bidder]

16.5 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

---Address of State Agency---

Dear Sir,

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

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

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

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

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

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



## 16.6 Annexure VI: Pre-contract Integrity Pact

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

### **INTEGRITY PACT**

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

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

#### **And**

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

#### **Preamble**

The principal intends to award, under laid down organizational procedures, contract for Empanelment of Agency of e-card of eligible beneficiaries of State.. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

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

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

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

Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his

reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

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

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

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

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

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

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

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

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

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

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the

information and documents of bidders /contractors as confidential. He reports to the CEO, NHA.

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

#### **Section 9: Pact Duration**

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

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

#### **Section 10: Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

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

\_\_\_\_\_  
(For & on behalf of the Principal)  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_

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