

# **National Health Authority**

## **Government of India**

### **Request for Proposal (RFP)**

for selection of Creative Agency for creating awareness through Information, Education and Communication Activities of NHA

**RFP Number: S.12014/77/2021-NHA**

**Date of Publishing RFP: 07 December, 2021**

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## Disclaimer

The information contained in this Request for Proposal (RFP) Document is being provided to Service Providers on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the National Health Authority (NHA) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

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

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Service Provider and the NHA shall not be liable in any manner whatsoever

for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## Invitation to proposal

New Delhi

Date: 07/12/2021

The Government of India is committed to ensuring highest possible level of health and well-being for all, through a preventive and promotional health care orientation in developmental policies and universal access to good quality health care services without anyone having to face financial hardship. To fulfil this vision, the Government of India conceptualized 'Pradhan Mantri - Jan Arogya Yojana (PM-JAY)', a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based health care service. The National Health Authority (NHA) is the nodal agency responsible for the nationwide roll-out and implementation of the scheme.

Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB PM-JAY) has been formulated to protect poor and vulnerable families against the financial risk arising out of catastrophic health episodes by providing a cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization across public and private hospitals in India. Over 10.74 crore poor and vulnerable entitled families (approximately 50 crore beneficiaries) are eligible for these benefits.

Further, with an objective to develop the necessary digital backbone to support the integrated digital health infrastructure of the country and to bridge the existing gap amongst different stakeholders of Healthcare ecosystem through digital highways, Government of India launched Ayushman Bharat Digital Mission on 15<sup>th</sup> August 2020. After running the pilot across 6 UTs, the scheme was rolled out for a pan-India implementation on 27<sup>th</sup> September 2021.

The objective of this RFP is to seek the services of a communication agency for supporting the development of creative collaterals/requirements of AB PM-JAY and ABDM schemes along with any other such initiatives of NHA. The selection of the communication agency shall be done as per combined quality and cost based selection (QCBS) method as provided in this RFP. The official website(s) for accessing the information related to this RFP are listed below:

- [www.pmjay.gov.in](http://www.pmjay.gov.in)
- <https://abdm.gov.in/>
- <https://nha.gov.in/>
- <https://eprocure.gov.in/>

Interested applicants are requested to submit their proposals to the "RFP" at the address mentioned below **as per the schedule of CPPP**.

The submissions must be addressed to: Deputy Director-Administration  
3<sup>rd</sup> Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi, Delhi 110001



## Fact Sheet and RFP Schedule

S. No.	Reference	Description
1.	RFP Number and Issuing Authority	S.12014/77/2021-NHA Chief Executive Officer, National Health Authority
2.	Date of publishing of RFP	07 December 2021
3.	Job Requirement	The objective is to seek the services of a Creative Agency for creating awareness through Information, Education and Communication activities of National Health Authority and all its projects as per the scope of work provided in this RFP.
4.	Method of selection	Three stage process comprising of a – a. Pre-Qualification evaluation, b. Technical Evaluation. c. Commercial Evaluation. The final selection shall be based on Combined Quality and Cost Based Selection (QCBS).
5.	Name of Purchaser	Chief Executive Officer, National Health Authority.
6.	Date till which the RFP response/bid validity should be valid	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission
7.	Pre-Bid Queries	Clarification must be requested on or before 14th December 2021 1700 hrs. Bidders shall share the MS Excel file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is: procurement.division@nha.gov.in
8.	Pre-Bid Meeting	Date & Time of pre bid meeting 17th December, 2021, 1100 hours at the below mentioned address: National Health Authority, 3rd Floor, Tower I, Jeevan Bharati Building, Connaught Circle, New Delhi, Delhi 110001
9.	Bid submission	The last date for submission of Proposal is on or before 1700 hrs. on 17th January, 2022. The proposal to be submitted manually (i.e. in physical form) at the address mentioned below Deputy Director, Administration,

		National Health Authority, 3 <sup>rd</sup> Floor, Tower I, Jeevan Bharti Building, Connaught Circle, New Delhi, Delhi – 110001
<b>10.</b>	Currency	The applicant to state all costs in Indian Rupees only (₹).
<b>11.</b>	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be Considered.
<b>12</b>	Date, Time and venue for opening of pre-qualification bids of all bidders	19 <sup>th</sup> January 2022, 1100 hours at the below mentioned address: National Health Authority, 3rd Floor, Tower I, Jeevan Bharati Building, Connaught Circle, New Delhi, Delhi 110001
<b>14.</b>	Date, Time and venue for technical presentation of bidders (only of the bidders who have qualified in the pre-qualification stage)	To be informed later
<b>15.</b>	Date, Time and venue for opening of financial bids of all bidders (only of the bidders who have qualified in the technical evaluation stage)	To be informed later
<b>16.</b>	Date, Time of announcement of the selected bidder	To be announced later

## Abbreviations

NHA	National Health Authority
AB PM-JAY	Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana
ABDM	Ayushman Bharat Digital Mission
PBG	Performance Bank Guarantee
EMD	Earnest Money Deposit
CEO	Chief Executive Officer
AV	Audio Visual
SHAs	State Health Agencies
UHC	Universal Health Coverage
SDGs	Sustainable Development Goals
HWCs	Health and Wellness Centres
SECC 2011	Socio-Economic Caste Census 2011
ICU	Intensive Care Unit
CDS	Clinical Decision Support
IT	Information Technology
IA	Implementing Agency
MoHFW	Ministry of Health & Family Welfare, Government of India
IoT	Internet of Things
NIC	National Informatics Centre
NOA	Notification of Award
PMAM	Pradhan Mantri Arogya Mitra
IEC	Information, Education and Communication
CPPP	Central Public Procurement Portal
RSBY	Rashtriya Swasthya Bima Yojana
RFP	Request for Proposal
SPOCs	Single Point of Contacts
FAQs	Frequently Asked Questions

KPI	Key Performance Indicators
SEO	Search Engine Optimization
QCBS	Quality cum Cost Based Selection

## Table of Glossary of Terms

1	RFP	The Request for Proposal document in response to which the Service Provider's proposal for providing Services was accepted. The term 'Tender Document', 'Tender', 'RFP' are used interchangeably and have same meaning in the document
2	Applicable Laws	Applicable laws of India including any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision as may be in effect on the date of the execution of the Agreement (and amended from time to time) during the subsistence thereof, becomes applicable to the Project;
3	Auxiliary Material	any Material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date, and includes: Third Party Material; any modifications that may be required; error corrections or translations to that Material; or Derivatives of that Material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material.
4	Business Day	any day that is not a Sunday or a public holiday for banks of India, on which NHA is open for business and the day starts at 9 am
5	Business Hours	From 09.00 am to 6.00 pm on a Business Day at the place where the Services are to be provided, unless specified otherwise
6	Commencement Date	The date on which the Master Service Agreement commences, the Effective Date.
7	Confidential Information	Means all information including Purchaser Data (whether in written, oral, electronic or other format) which relates to the information or data, whether electronic, written or oral, relating to NHA and/or AB PMJAY business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, research and development, trade names, know-how, Personal Data, Sensitive Personal Data, plans, budget, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, Service Providers and authorized agents and any information which is of a manifestly confidential nature and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with the Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with the Agreement/RFP); Confidential Information may also include the Confidential Information of NHA's/ other NHA's clients, licensors, alliances, contractors and advisors.

		<p>“Personal Data” shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and “Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable— (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.</p> <p>All such information in whatever form or mode of transmission, which is disclosed by NHA to Service Provider in connection with the Project during its implementation.</p> <p>and is described in Schedule 4: Designated Confidential Information of this Contract; or a party knows or ought to know is confidential, but does not include: Information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation.</p>
8	Conflict of Interest	shall have the meaning set forth in Clause 2.18 read with the provisions of RFP
9	Contract	the agreement between the NHA and the <b>Service Provider</b> , as amended from time to time in accordance with the provisions of the contract and includes its schedules and any attachments.
10	Contract Details	The details set out in Schedule 1: Contract Details.
11	Contract Material	Any Material created by the <b>Service Provider</b> on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Contract and includes any modifications that may be required under
12	Contract Period	The Initial Contract Period plus any extension in accordance with Section 5.1 – Award Criteria of the RFP.
13	Contract Value	shall have the meaning set forth in Annexure IV clause 2
14	Service Provider	Service Providers (SP)/Implementing/Communication/Selected Agency(ies) shall mean the Bidder that has been selected by NHA for execution of the services as listed in this Tender Document.
15	Service Provider Representative	The person identified in item 4 of the Contract Details.
16	Companies Act	Shall mean the Indian Companies Act, 1956 as amended from time to time

17	Deliverables	Any Contract Material or other item to be supplied by the Service Provider under this Contract.
18	Dispute	Shall have the meaning set forth in Annexure VII Clause 1.19
19	Documentation	The documentation to be provided by the Service Provider under clause 1.6, Annexure VII
20	Effective Date	The date on which this Agreement comes into force and effect pursuant to Section 5.4 – Contract signing
21	Harmful Code	Any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of any software.
22	Initial Contract Period	The period of time for which this Contract is intended to continue, as specified in item 7 of the Contract Details.
23	INR, Re. or Rs.	Indian Rupees
24	Intellectual Property Rights	a) In relation to this contract, all intellectual property rights, including but not limited to, the following rights: patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names; any application or right to apply for registration of any of the rights referred to above in paragraph (a); and all rights of a similar nature to any of the rights in paragraphs (a)  (b) which may subsist in India or elsewhere, whether or not such rights are registered or capable of being registered.
25	Losses	Liabilities, expenses, losses, damages and costs (whether incurred by or awarded against a party).
26	Man Day	Means minimum 9 (nine) man hours of work, excluding travel time
27	Material	any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
28	Milestone	Any fixed date to be met by the Service Provider in performing any of its obligations under this Contract, as specified in the Scope of Work .

29	Moral Rights	The right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the Copyright Act.
30	Nominated Agency	An Agency, listed in item 10 of the Contract Details, which may require the provision of Services under this Contract.
31	Notice	A notice, demand, consent, approval or communication issued under this Contract.
32	Performance Criteria	The requirements set out in the Scope of Work for each Service and Deliverable.
33	Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the Service Provider, of a subcontractor.
34	Project Directors	Project Directors appointed by each Party are authorized personnel who provide the interface between the executive management of the respective Parties.
35	Purchaser	The party specified in item 1 of the Contract Details.
36	Purchaser Data	All data and information relating to the Purchaser , and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Purchaser .
37	Purchaser Material	Any Auxiliary Material provided to the Service Provider by the Purchaser, including the Material (if any) specified in item 16 of the Contract Details.
38	Purchaser Representative	The person identified in item 3 of the Contract Details.
39	Schedules	The schedules to this Contract.
40	Services	The services to be provided by the Service Provider, as specified in the Scope of work in Volume I and includes the supply of the Deliverables.
41	Specified Personnel	The Service Provider's subcontractors and Personnel specified in item 15 of the Contract Details.
42	Scope of Work	The details of the Services to be performed under this Contract, as set out in clause 1.1of Section I.



43	Third Party Material	Auxiliary Material in which a third party holds Intellectual Property Rights.
44	Warranted Materials	the Auxiliary Material provided by the Service Provider, the Deliverables and Contract Material
45	Engagement	Engagement metrics measure how our audience interacts with a campaign or ad or post. Engagement happens when a user Click, React or Comment and Share
46	Reach	Reach measures how many people see our posts or ads.
47	Impressions	Like reach, impressions tell us how many times an ad was seen. The key difference is that multiple views by the same person count toward impressions but not toward reach.
48	Click-Through Rate (CTR)	Of those who see our posts and ads, the percentage of clicks through to the landing page or other linked pages is called CTR. CTR is clicks divided by total reach.
49	Engagement Rate	Engagement rate is a formula that measures the amount of interaction social content earns relative to reach or impressions.
50	Comparative Analysis of other trending Govt/non-govt. platforms	The performance of NHA's social media handles shall be compared with the social media channels of other government handles with better engagement such as Swachh Bharat, MoHFW, MyGov etc. Various insights pertaining to content, post copies and learnings to increase user engagement shall be derived from this analysis.
51	Sentiment Analysis	A social media sentiment analysis gives insights on how people feel about the brand online. Rather than a simple count of mentions or comments, sentiment analysis considers emotions and opinions. It involves collecting and analyzing information in the posts people share about the brand on social media.

## About Us

### 1. Background

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

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

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

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

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

### 2. Ayushman Bharat PM-JAY

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

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

- Health and Wellness Centres (HWCs)

- Pradhan Mantri Jan Arogya Yojana (PM-JAY)

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

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

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

- PM-JAY is the world's largest health insurance/ assurance scheme fully financed by the government.
- It provides a cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization across public and private empanelled hospitals in India.
- Over 10.74 crore poor and vulnerable entitled families (approximately 50 crore beneficiaries) are eligible for these benefits.
- PM-JAY provides cashless access to health care services for the beneficiary at the point of service, that is, the hospital.
- PM-JAY envisions to help mitigate catastrophic expenditure on medical treatment which pushes nearly 6 crore Indians into poverty each year.
- It covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as diagnostics and medicines.
- There is no restriction on the family size, age or gender.
- All pre-existing conditions are covered from day one.
- Benefits of the scheme are portable across the country i.e. a beneficiary can visit any empanelled public or private hospital in India to avail cashless treatment.
- Services include approximately 1,393 procedures covering all the costs related to treatment, including but not limited to drugs, supplies, diagnostic services, physician's fees, room charges, surgeon charges, OT and ICU charges etc.
- Public hospitals are reimbursed for the healthcare services at par with the private hospitals.

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

Benefit cover under various Government-funded health insurance schemes in India have always been structured on an upper ceiling limit ranging from an annual cover of INR30,000 to INR3,00,000 per family across various States which created a fragmented system. PM-JAY provides cashless cover of up to INR5,00,000 to each eligible family per annum for listed secondary and tertiary care conditions. The cover

under the scheme includes all expenses incurred on the following components of the treatment.

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

The benefits of INR 5,00,000 are on a family floater basis which means that it can be used by one or all members of the family. The RSBY had a family cap of five members. However, based on learnings from those schemes, PM-JAY has been designed in such a way that there is no cap on family size or age of members. In addition, pre-existing diseases are covered from the very first day. This means that any eligible person suffering from any medical condition before being covered by PM-JAY will now be able to get treatment for all those medical conditions as well under this scheme right from the day they are enrolled.

### **3. Ayushman Bharat Digital Mission**

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

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

- To establish state-of-the-art digital health systems, to manage the core digital health data, and the infrastructure required for its seamless exchange.
- To establish registries at appropriate level to create single source of truth in respect of clinical establishments, healthcare professionals, health workers, drugs and pharmacies.
- To enforce adoption of open standards by all national digital health stakeholders.
- To create a system of personal health records, based on international standards, easily accessible to individuals and healthcare professionals and services providers, based on individual's informed consent.
- To promote development of enterprise-class health application systems with a special focus on achieving the Sustainable Development Goals for health.
- To adopt the best principles of cooperative federalism while working with the States and Union Territories for the realization of the vision.
- To ensure that the healthcare institutions and professionals in the private sector participate actively with public health authorities in the building of the ABDM, through a combination of prescription and promotion.

- To ensure national portability in the provision of health services.
- To promote the use of clinical decision support (CDS) systems by health professionals and practitioners.
- To promote a better management of the health sector leveraging health data analytics and medical research.
- To provide for enhancing the efficiency and effectiveness of governance at all levels.
- To support effective steps being taken for ensuring quality of healthcare; and
- To strengthen existing health information systems, by ensuring their conformity with the defined standards and integration with the proposed ABDM.

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

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

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

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

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

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

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

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

#### **4. IEC Activities undertaken by NHA:**

IEC is the one of the key factors contributing to the success of NHA and its schemes. Informing the beneficiaries of the schemes being implemented by NHA is the most critical aspect. In the last two years of its formation, NHA has leveraged various kinds of media and communication tools such as leaflets, booklets, hoardings, TV, radio spots etc. A detailed communication strategy is being developed by NHA for every financial year which is to be implemented at both national and State levels. NHA is also working on the overall cooperation & capacity-building with the States for implementation and development of communication strategy required for increasing awareness at the State level.

As NHA is providing access to healthcare to huge quantum of people across the country, there is a strong need to spread awareness with the right message, through the right media and within the right timeframe. Since inception NHA has implemented various field level and digital campaigns. 'Aapke Dwaar Ayushman – a massive beneficiary verification drive', 'Ayushman Pakhwara on the completion of one year of AB PM-JAY scheme', 'Additional Data Collection Drive' are some of the grass root level campaigns that directly reached the beneficiaries on last mile and motivated them to avail their entitlements. NHA has always been on the forefront in media for its achievements. 'Ayushman Bharat Arogya Manthan 1.0', 'One Crore Ayushman event', 'Arogya Manthan 2.0', 'Two Crore Ayushman Event', 'Arogya Manthan 3.0', 'Launch of Ayushman Bharat PM-JAY Sehat scheme' and 'Launch of Ayushman CAPF' have been a huge scale events organized by NHA wherein Hon'ble Prime Minister, Hon'ble Minister of Health and Family Welfare, Hon'ble Home Minister and international dignitaries have participated.

In addition to the events and the field level campaigns, NHA also implements traditional mass media campaigns such as Outdoor, Newspaper Ads, TVC and Radio at the time of the launch of new schemes and initiatives. NHA has also been at the forefront in the area of public relations management. The leadership at NHA continuously update media about

the recent developments in the healthcare policies by participating in interviews, publishing of op-eds and through blogs.

To inform the citizens about the developments in the schemes, NHA publishes a monthly newsletter on its website and an e-mailer through NIC e-Sampark that reaches more than 6.5Cr. inboxes. In last two years of implementation of health assurance scheme like AB PM-JAY, NHA has achieved bring change in the lives of the poor and vulnerable citizens of the country. These stories are collected in the form of a Coffee Table Book every year which is also available on the website in Hindi and English Languages.

NHA is very active on all the popular Social Media platforms such as Twitter, Facebook, Instagram, YouTube, Quora and LinkedIn. A dedicated web portals Ayushman Bharat PM-JAY - [www.pmjay.gov.in](http://www.pmjay.gov.in), Ayushman Bharat Digital Mission – [www.abdm.gov.in/](http://www.abdm.gov.in/), National Health Authority – [www.nha.gov.in](http://www.nha.gov.in) , and microsites for various other initiatives have been also created and being managed on regular basis. Given below are the links to various communication channels being managed by NHA:

S.no.	Channel Name	URL
1	Ayushman Bharat PM-JAY	<a href="http://www.pmjay.gov.in">www.pmjay.gov.in</a>
2	Ayushman Bharat Digital Mission (ABDM)	<a href="http://www.abdm.gov.in/">www.abdm.gov.in/</a>
3	National Health Authority	<a href="http://www.nha.gov.in">www.nha.gov.in</a>
4	Twitter	<a href="https://twitter.com/ayushmannha">https://twitter.com/ayushmannha</a>
5	Facebook	<a href="http://www.facebook.com/AyushmanBharatGol">www.facebook.com/AyushmanBharatGol</a>
6	YouTube	<a href="https://www.youtube.com/channel/UCkd7w2rww0HQB4IZ-l3dB6g">https://www.youtube.com/channel/UCkd7w2rww0HQB4IZ-l3dB6g</a>
7	Instagram	<a href="http://www.instagram.com/ayushmanbharatnha/">www.instagram.com/ayushmanbharatnha/</a>
8	Quora	<a href="http://www.quora.com/profile/Ayushman-Bharat-9?ch=3&amp;share=25d97ee9&amp;srid=bdecg">www.quora.com/profile/Ayushman-Bharat-9?ch=3&amp;share=25d97ee9&amp;srid=bdecg</a>
9	LinkedIn	<a href="http://www.linkedin.com/company/ayushmanbharatgoi/">www.linkedin.com/company/ayushmanbharatgoi/</a>

The selected agency is expected to help NHA with its technical and professional expertise in managing the communication and awareness activities for its schemes (AB PMJAY and ABDM) and mandates, that includes, but not limited to the following:

- ✓ Provide Multi-lingual Content Creation services

- ✓ Innovative approach in handling media and communications for Central and State Government Schemes, especially in reaching out to beneficiaries who are off digital platforms
- ✓ Provide exemplary copy writing services with excellent command in English and Hindi
- ✓ Design & Create stunning Graphics such as logos, posters, banners, backdrops, coffee table books, booklets, leaflets, memes, social media posts, infographics, memes and other communication material such as audio-visual collaterals
- ✓ Weave Social & Behaviour Change Communication techniques into on-ground branding activities and events.



## SECTION 1: INTRODUCTION

- i. National Health Authority (NHA) proposes to appoint an Agency to support Information, Education and Communication initiatives for its schemes/projects. The objective of this RFP is to invite proposals from eligible, reputed, qualified communication agencies for providing services to generate awareness among the beneficiaries about the healthcare schemes being delivered by NHA and create a positive image of the organization and its mandates (schemes/initiatives). The Agency will support NHA to empower the beneficiaries and the stakeholders with accurate information about entitlements, benefits, empanelment and other key details so as to eliminate information gaps.
- ii. NHA intends to implement various high quality outreach campaigns to support the communication objectives of its schemes/initiatives. The Communication Agency needs to identify the possible creative routes, taglines, logos, media and dissemination platforms for strengthening the positioning of NHA.
- iii. As part of campaign or outreach activity, NHA will undertake production of Information, Education and Communication (IEC) and promotional material on a regular basis (for mass media and digital), including TVC, radio spots, print ads, hoarding designs, ready reckoners, leaflets, flip books, standees, posters, etc., which will be circulated and distributed to the relevant stakeholders across the country.
- iv. The Communication Agency would be appointed for a period of two years, with a provision for extension on a yearly basis at the discretion of NHA..
- v. Interested communication agencies are invited to submit their proposals for the assignment, which must include the following, as detailed subsequently in this document:
  - a. **Pre-Qualification Proposal**
  - b. **Technical Proposal**
  - c. **Financial Proposal**
- vi. It may be noted that the costs of preparing the proposal are not reimbursable, and NHA is not bound to accept any of the proposals submitted with regards to this RFP.
- vii. The agency must observe the highest standards of ethics during the selection and execution of the contract. NHA may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- viii. The official website for accessing the information related to this RFP is- Central Public Procurement Portal (CPPP) i.e. <https://eprocure.gov.in/eprocure/app>. Interested bidders are requested to submit their proposals on CPPP to the “RFP” on or before

1700 hours, 17/01/2022. This invitation to bid is non-transferrable. Thank you and we look forward to receiving your proposal.

Deputy Director (Administration),  
National Health Authority

## 1.1 Scope of Work

### 1.2.1 Overall Scope of Work

The Implementing Agency (IA) will be responsible for the overall branding of NHA which can help in promoting awareness and communication of NHA schemes and programmes amongst its target audience.

- i. IA will conceptualize, design, graphic design, studio work, digital art designing, infographics, etc. and other pre-press work for the IEC print materials like brochures, booklets, primers, guidelines, folders, leaflets, posters, calendars, annual reports, merchandize etc.
- ii. IA will Write copies for print collaterals, audio & video collaterals, press advertisements, curtain raisers, briefs, Press Releases, Articles for magazines & newspapers, Newsletters, Reports, Testimonials, for various activities/events of NHA. The IEC materials for all the above formats are required to be made in Hindi, English and other regional languages as per requirement, if any.
- iii. Agency shall proofread all copy created, including copy approved by NHA team, and ensure that all such materials deemed approved have been reviewed.
- iv. IA will conceptualize and design material for outdoor IEC activities like hoardings, bus/train branding, bus shelters, panels & posters in metro rail and metro stations, railway stations and airports, illuminated signage, wall paintings, display panels, other exhibition materials etc.
- v. IA will conceptualize, design non-traditional and attractive merchandise for different audiences as per requirement.
- vi. IA will provide creative consulting and share best practices expertise for brand advocacy and creative continuity.
- vii. IA will conceptualize creative content for workshops, event coverage and launches. For every campaign/initiative detailed brief will be shared by NHA containing the list of activities to be performed and creative material required. After the requirements have been shared by NHA, the agency shall respond to it with a campaign idea plan within timelines defined by NHA.
- viii. The requirement for creatives may at times, be at very short notice. The selected agency is expected to ensure that the deliverable timelines are met both for planned and non-planned/ad-hoc requirements. The designed creatives would also be required to be adapted in all popular regional language(s) as deemed fit by NHA. The creatives would be produced with fresh stock images/footages as per the requirements of NHA (with perpetuity).
- ix. In addition to digital and print collaterals, the agency would also be responsible for preparation of scripts/storyboarding of audio & visual collaterals. These include scripts for advertisements, TVCs, music anthems, radio dramas, corporate films, documentary films, radio jingles, munadi, podcasts, dramas/street plays, sponsored programs, product demos and 3D walk-throughs or any other form of audio-visual content required by NHA.
- x. Agency will subscribe to an image library service like iStock or Shutterstock (minimum 25 images per month) the cost of which should be included in the rate quoted in the financial bid.
- xi. IA will maintain and manage digital repository of all creatives, strategies, plans, open/sources files of creative assets created for NHA

- xii. The Implementing Agency shall perform any other tasks related to content creation as assigned by NHA from time to time within the scope of work defined in the RFP.
- xiii. The indicative number of creatives would also cover requirements related to projects undertaken by NHA apart from PMJAY and ABDM schemes.

### 1.2.2 Indicative Deliverables:

#### A. Creative Requirement:

Following is the detailed scope of work for all creative requirement. The quantity mentioned for the contract year is indicative and the actual volume of work may vary based on NHA's requirement.

Note – The rate quoted should be inclusive of all overhead cost, resources cost and time/effort cost.

SNO	Activity	Total Indicative Quantity per contract year*
<b>1</b>	<b>Creatives for Events &amp; Activations</b>	--
a)	Design Concepts	20
b)	Logo Units & Tag Lines + artwork	20
c)	Backdrop Design & Concepts + artworks	20
d)	Standee Design & Concepts + artworks	20
e)	Stage designs (3D layout) & artwork	10
f)	Invite design (including HTML)	40
g)	Direct mailer content & design (including HTML)	20
h)	Kiosk designs (3D layout), concept + artworks	20
i)	Designing of event branding themed powerpoint presentations in editable formats	25
<b>2</b>	<b>Project based or Standalone work</b>	--
a)	Logo design, icons creative & artwork	8
b)	Certificate design, copy and artwork	100
c)	Banner concept, copy, design, creative & artwork	30
d)	Dangler concept, copy, design, creative & artwork	30
e)	Wobblers concept, copy, design, creative & artwork	30
f)	Information kiosk concept, copy, design, creative & artwork for on-ground activation campaigns	30
g)	Brochure concept, design, creative & artwork (4 Pager)	45
h)	Flyer/hand-bill/pamphlet concept, design, creative & artwork (1 pager)	30
i)	Illustrations/Sketches (persons/characters/landmarks/items)	10
j)	Infographics	70
k)	GIFs/Flash based 10-15 sec animations	30

<b>l)</b>	4 pager document or booklets Design, Creative & Artwork	10
<b>m)</b>	8 pager document or booklets Design, Creative & Artwork	10
<b>n)</b>	Posters concept, copy, design, creative & artwork	60
<b>o)</b>	Interactive digital book (10 page) concept, copy, design, creative	4
<b>p)</b>	Translation of content into Hindi	85k words
<b>q)</b>	Virtual Backdrops Design & Concepts, creatives	100
<b>r)</b>	Website slider designs and creatives	60
<b>3</b>	<b>Newsletter - 10 pages - Design, Creative &amp; Artwork</b>	18
	Newsletter in HTML format – 10 pages	18
<b>4</b>	<b>Reports / Booklets – 12 pages - Design, Creative &amp; Artwork</b>	6
	Reports/Booklets in HTML format – 12 pages	6
<b>5</b>	<b>Coffee Table Book – 200 pages - Design, Creative &amp; Artwork</b>	2
	Illustrations/Sketches (of persons/landmarks etc)	50
<b>6</b>	<b>Concept/Script &amp; Copy Creation (Hindi/English languages)</b>	--
	Script for Audio-Visual Videos up to 5 mins	30
	Script for TVCs up to 2 mins	10
	Script for Radio Spots & Jingles up to 1 min	20
	Script for Announcements up to 1 min	20
	Script for Podcast up to 4 mins	30
<b>7</b>	<b>Outdoor Branding</b>	--
	Bus/Truck Panels concept, copy, design, creative & artwork	5
	Bus Shelter concept, copy, design, creative & artwork	3
	Train Panel concept, copy, design, creative & artwork	3
	Digital Signage concept, copy, design, creative & artwork	5
	Metro indoor and outdoor branding concept, copy, design, creative & artwork	3
	Wall Painting concept, copy, design & creative	5
<b>8</b>	<b>Print Ads - Creative</b>	--
	Strip Ads 32.9cm (w) X 6cm (h)	3
	Quarter Page ads	3

	Half Page ads	2
	Full Page ads	2
<b>9</b>	<b>Comic Books – 12 page booklet</b> (Design, Creative & Artwork, Illustrations/Sketches, Copy Writing and editing.)	<b>4</b>
<b>10</b>	<b>Merchandise with NHA Branding</b>	--
	Design, Creative & Artwork for Pen, Key Chain, Card Holder, Coffee Mug, T-Shirt, Cap, Cloth Folder etc.	5 items
	Design, Creative & Artwork for Notepad, Calendar, Diary, Mementos etc	5 items

**\*Indicative quantity per contract year indicates the projected design requirement by NHA. The Agency would be required to furnish adequate number of sample designs for NHA to select from and arrive at the final approved design.**

### **1.3 Important:**

- i. Content created by the Implementing Agency (for any of the elements stated above) must be copyright protected and any unauthorized use of any content observed shall be reported to NHA. The Implementing Agency shall ensure that there is no plagiarism in any of the deliverables/posts/campaigns etc. or anything which is assigned to the Implementing Agency.
- ii. The full copyright of all creative and IEC material produced would rest with NHA. This would include full copyright of images used in the creative and IEC material.
- iii. The logo(s), punch line(s), tag lines(s), brand guidelines created for various schemes will be the property of NHA in perpetuity.
- iv. All creative and IEC material designed/produced will be of best quality.
- v. The Implementing Agency will ensure submission of required creatives/IEC material and any other work undertaken within the time frame that would be conveyed by NHA for each work assigned.
- vi. The detailed scope of work is indicative and not exhaustive.
- vii. NHA may ask the Implementing Agency to prepare creatives apart from those mentioned in the detailed scope of work. Additional cost for such work shall not exceed 25% of the total contract value.
- viii. NHA reserves the right to use the creatives produced by the Implementing Agency on any platform as it deems fit.

### **1.4 External Meetings**

- i. The Implementing Agency team members may be required to accompany the NHA officials for the meetings with other Govt. agencies/ State Governments or as directed by NHA from time to time at Delhi/NCR.
- ii. Reimbursement of Actuals for journey beyond 200 kms: Journey could be undertaken by rail (First Class/AC-2T) or by road up to 800 kms, and by air (economy class) beyond 800 kms. The Implementing Agency, may, however, obtain prior permission of

NHA for undertaking such journey. For approval of the claim, supporting documents shall be submitted i.e., used tickets or bill for hiring vehicles etc. and after the claim has been assessed by NHA, the requisite payment shall be released to the Implementing Agency.

## **1.5 Allocation of Work**

- i. The highest work requirements is expected in the month of September every year, which marks the anniversary of PMJAY & ABDM and also on the completion of scheme related key milestones. The Implementing Agency shall make requisite arrangements to accommodate the requirement of NHA during this time.

## **SECTION 2: INSTRUCTIONS TO THE BIDDERS**

### **2.1 General**

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

### **2.2 Availability of RFP Document**

NHA has published the RFP on –

- Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in))
- Website of PM-JAY ([www.pmjay.gov.in](http://www.pmjay.gov.in))
- Website of National Health Authority ([www.nha.gov.in](http://www.nha.gov.in))
- Website of ABDM ([www.abdm.gov.in](http://www.abdm.gov.in))

### **2.3 Bid Security Declaration**

- a. The Bidders shall submit, along with their bids, a Bid security Declaration in the format provided in Annexure II (Pre-Qualification Proposal Format).
- b. In case the Bid Security Declaration is not received within the stipulated deadline (provided in Fact Sheet) then NHA reserves the right to forthwith and summarily reject the proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.

### **2.4 Bid Preparation Costs**

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



## **2.5 Consortium and Sub-Contracting**

Bidding as a consortium is **not allowed** for implementation of any component under the scope of this project. Sub-contracting for any part is also not allowed.

## **2.6 Debarment from Bidding**

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

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

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

## **2.8 Language**

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

## **2.9 Complete and Compliant Responses**

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

## **2.10 Late Bids**

- a) All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in section 2 (Fact Sheet). The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter. NHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. NHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
- b) Given that the bid submission has to be made electronically on CPPP, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well

in advance to avoid any last minute hassles. NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.

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

#### **2.11 Amendment of the RFP**

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

#### **2.12 Bid Validity**

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

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

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

#### **2.14 Disqualification**

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

- a. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
- b. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
- c. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
- d. The Proposal is received in an incomplete form;
- e. The Proposal is received after the due date and time;
- f. The Proposal is not accompanied by all the requisite documents;
- g. The Proposal is submitted with lesser validity period and lesser Bid Security Declaration validity period;
- h. The information submitted in the technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
- i. The commercial proposal is enclosed within the technical proposal or other Proposal or vice-versa.

## **2.15 Confidentiality**

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

## **2.16 Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the NHA shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, NHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the PBG (if applicable) and disqualify from bidding process.
- b. Without prejudice to the rights of NHA under clause above and the rights and remedies which the NHA may have under the Agreement, if a Bidder is found by NHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NHA during a period of 3 years from the date such Bidder is found by NHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  1. "Corrupt Practice" means
    - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or
    - ii. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect or any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of NHA in relation to any matter concerning the Project;

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

#### **2.17 Right to Terminate the Process**

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

#### **2.18 Conflict of Interest**

- a. The Bidder shall not have a conflict of interest that may affect the selection process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NHA shall forfeit and appropriate the Bid Security Declaration, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NHA for, inter alia, the time, cost and effort of the NHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the NHA here under or otherwise.
- b. NHA requires that bidders provides professional, objective, and impartial services and at all times hold the NHA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidders shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NHA.
- c. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - ii. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - iii. Such Bidder has a relationship with another Bidder, directly or
  - iv. through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
  - v. There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by

such Bidder or having common controlling shareholders. The duties of the bidders will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the bidders shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- vi. A firm hired to provide similar services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the NHA in continuation of this project or to any subsequent services performed for the NHA where the conflict of interest situation does not arise.
- e. In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the NHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The NHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Contract or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

**2.19 NHA's right to accept or reject any or all proposals**

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

## **SECTION 3: BIDDING PROCESS**

### **3.1 Pre-Bid Queries**

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

### **3.2 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 RFP. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

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

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

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

### **3.4 Bid submission format**

- a. A three staged bid system will be followed for this RFP with least cost system i.e. QCBS based selection criteria. The three bids to be submitted by bidders on CPPP are –
  - i. Pre-Qualification Bid and
  - ii. Technical Bid and
  - iii. Commercial Bid
- b. The bid response of the Bidder to be submitted and uploaded on CPPP against this RFP.

- c. 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.
- d. This RFP 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.
- e. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals.
- f. The Proposal is to be submitted in four covers on CPPP as mentioned below –

S. No.	Bid covers	Bid submission
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

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

S. No.	Document Name	Contents
1.	BID Security Declaration	a) Scan copy of Bid Security Declaration (Original Bid Security Declaration to be submitted in a sealed cover at NHA office).
2.	Pre-qualification bid	a) Pre-Qualification Proposal as per section 4.2 a (Pre Qualification Criteria) along with the specified documents/Forms at Annexure II (Pre-Qualification Proposal Format). b) Checklist of all documents submitted c) 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). d) Power of attorney/Board Resolution as per section 2.8 (Authorized Signatory and Authentication of Bids)
3.	Technical bid	a) Technical Proposal as per section 4.2 b (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 IV (Commercial Proposal Format).

	b) Check list of all documents submitted
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- a. 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.
- b. 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).
- c. 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.
- d. 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 RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of NHA.
- e. The Bid Security Declaration and signed Integrity Pact is required to be submitted manually at NHA's office in a sealed cover and a scan copy of Bid Security Declaration and signed Integrity Pact needs to be uploaded on CPPP by the bidders. While submitting the Bid Security Declaration and Integrity pact, the Bid Security Declaration and Integrity Pact should be placed in a sealed cover and the envelope be super scribed as "Bid Security Declaration and Integrity pact FOR RFP # <.....>, DATED <....>"- along with bidder's name mentioned on the cover. Bid Security Declaration and signed Integrity Pact must be submitted on or before the last date of submission at the following address:  
Deputy Director (Administration)  
National Health Authority  
9th Floor, Tower-I  
Jeevan Bharti Building  
Connaught Place  
New Delhi – 110001
- f. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
- g. 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.
- h. 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 2.8 (Authorized Signatory and Authentication of Bids)

### **3.5 Selection of Bidders**

#### **a. 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 three 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.

**b. Preliminary Examination of Proposals**

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

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

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

**c. Clarification on Proposals**

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

## SECTION 4: EVALUATION PROCESS AND CRITERIA

### 4.1 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-

#### a. **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 RFP. Each of the Pre-Qualification conditions mentioned in Section 4.2 a. (Pre-Qualification Criteria) is MANDATORY. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.
2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II (Pre-Qualification Proposal Format)). A checklist has to be created with proper page-wise indexing of all supporting documents.

#### b. **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 RFP and technical evaluation framework as mentioned in Section 4.2. b. (Technical Evaluation Criteria).
4. Response to the Technical Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure III (Technical Proposal Format)). A checklist has to be created with proper page-wise indexing of all supporting documents

#### c. **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. Any conditional bid would be rejected.
4. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered (As per Annexure IV (Commercial Proposal Format)).
5. The bid price will include all taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA.
6. The Purchaser reserves the right to correct any computational, arithmetic errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number.
7. If there is a discrepancy between words and figures, the amount in words will prevail.

#### 4.2 Evaluation Criteria

NHA shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents/documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of 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 confirmations on their proposals. During the Proposal Evaluation, NHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the NHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP. 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.

**It is again specified that bidding as consortium and sub-contracting any part of scope or otherwise is not permitted as part of this project/procurement.**

The evaluation criteria is as follows-

##### **A. 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>Term</b>	<b>Definition</b>
Net worth (Consolidated)	Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves), as per the latest annual audited financial statement report.
Turnover	The total amount of net receipts, from activities in the normal course of business (as per specifications at #4 in the below table), as per the annual audited report.
Financial Year	At the beginning of project from the date of commencement of work till 31 <sup>st</sup> March 2022. After that, Financial year may be considered as the 12-month period from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a company/ bidder.
Key Managerial Personnel	As defined in Indian Companies Act 2013

<b>S.No.</b>	<b>Eligibility Criteria</b>	<b>Document Proof</b>
	<b>Registered legal entity</b>	

1	<p>a. The Bidder should be – 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</p> <p>b. Registered with the GST Authorities</p> <p>c. Company should have a valid PAN number</p>	<p>a. Copy of certificate of Incorporation along with copy of Memorandum and Articles of Association.</p> <p>b. Copy of GST Registration certificate issued by GSTN authorities</p> <p>c. Copy of PAN Card</p>
<b>Financial Stability</b>		
2	The Bidder should have a consolidated minimum positive net worth, in the last three FY's 2018-19, 2019-20 and 2020-21	Statutory auditor certificate of Bidder specifying the net worth for the specified year (as per the definition of net-worth specified in the RFP).
3	The Bidder should be a profitable organization (i.e. Profit After Tax (PAT) > 0), in the last 3 FY's 2018-19, 2019-20 and 2020-21	Copy of the annual audited financial statements (AFS). AFS copy should have Auditor's Name, Certificate of Practice No. and signature on the statements (Balance sheet/ P & L etc.). <b>No</b> website download or link to be provided.
4	The Bidder should have average annual turnover of ₹75 crores in the last three financial years (Financial years 2018-19, 2019-20 and 2020-21)	Statutory auditor's certificate of the Bidder clearly specifying the turnover from the stated criteria <b>ONLY</b> for the specified years.
5	The Communication Agency must have been in operation for a minimum of 10 years as on the date of the issue of this RFP.	<p>a. ROC-Incorporation certificate and;</p> <p>b. MOA or AOA of the company and;</p> <p>c. Certificate by the company secretary of the agency stating the details on the criteria.</p>
<b>Manpower Strength and Capability</b>		
6	The Communication Agency should have handled at least 3 creative accounts of clients in any sector, with revenue of average <b>INR 50 Lakhs</b> in each of the said creative account, in any three of the	<p>a. Certificate by the company secretary of the Agency stating the criteria and the value of the projects/accounts and</p> <p>b. Work orders/ client certificate</p>

	last five financial years (2016-17, 2017-18, 2018-19 and 2019-20, 2020-21).	
7	The Communication Agency should have strong Government Sector Credentials. The bidder should have handled minimum 3 campaigns for government scheme (Central Ministries/Central PSUs) in the last five financial years (2016-17, 2017-18, 2018-19 and 2019-20, 2020-21).	<p>a. Certificate by the company secretary of the Agency stating the criteria and the value of the projects/accounts and</p> <p>b. Work orders/ client certificate</p>
<b>Litigations</b>		
8	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 RFP.
<b>Conflict of Interest</b>		
9	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 RFP.
<b>Blacklisting or Banned</b>		
10	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,	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 RFP.

	fraudulent or any other unethical business practices.	
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**B. 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 Formats) 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	21
2	Concept & Creative submission	70	49
<b>Total</b>		<b>100</b>	<b>70</b>

**C. Bidder's Profile Relevant Experience**

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

1. The citations should be for projects which have been completed projects.
2. 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.
3. The following is evaluation criteria for Bidder's experience

#	Criteria	Criteria Details	Documentary Evidence	Maximum Marks Allotted

1	IEC Credentials	<p>The Communication Agency should have handled at least 3 Information, Education and Communication projects for the Central Ministries/ Central PSU/ in each of the said creative account of a client, in any three of the last five financial years (2016-17, 2017-18, 2018-19 and 2019-20, 2020-21) where the value of completed projects should be of <b>INR 50 Lakh or above per annum</b></p> <p>Marks (subject to a maximum of 3 citations) –</p> <p>a. 5 marks for each citation of project value over Rs 1.5 cr</p> <p>b. 4 marks for each citation of project value between Rs.1.49 cr to 1 cr</p> <p>c. 3 marks for each citation of project value between Rs.75 Lakhs to Rs.99.9 Lakhs</p> <p>d. 2 mark for each citation of project value between Rs.50 Lakhs to Rs.74.9 Lakhs</p>	<p>Copy of Work Order(s) and Completion Certificates from the client;</p> <p>OR</p> <p>Copy of Work Order(s) and Self Certificate of Completion certified by the Authorised Signatory or the Company Secretary;</p> <p>OR</p> <p>Copy of Work Order and Phase Completion Certificate from the client;</p> <p>OR</p> <p>Copy of client certificate as documentary proof for the stated criteria and implementation status;</p> <p>OR</p> <p>Certificate by the Company Secretary/ Authorised Signatory of the bidder for the stated criteria and implementation status.</p>	15
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2	Number of creative designers on payroll	Up to 35 personnel, 5 marks Between 35-50 personnel, 10 marks Between 50-75 personnel, 12 marks Above 75 personnel, 15 marks	Certificate from the HR head/authorized signatory of the Agency along with the list of creative personnel (Name, age, sex, qualification and experience)	15
	Total marks (1+2)			30

**D. Concept & Creative Submission and Bidders Presentation (Refer to Annexure III, Tech 3)**

- Bidders are required to submit sample concepts and creatives based on brief mentioned below.
- All the bidders qualified in the Pre-qualification Criteria have to submit the sample concept (brief shall be provided by the Purchaser after pre-qualification) and creatives along with technical proposal.
- NHA has the right to conduct the presentations if required.**
- The focus of the concept and creative submission should be to showcase understanding of problem statement, out-of-box ideation, innovative thinking, proposed messaging, campaign dissemination strategy with sample creative material
- If the technical presentation is scheduled, then the bidders will be notified separately.
- A total of maximum of 70 marks are allotted to the 'concept and creative submission' and the presentation together.
- The submissions on 12 creative requirement categories are to be submitted along with the technical bid in a power point presentation format which will be evaluated based on the parameters mentioned below

Concept & Creative Submission (12 categories) →		Maximum Marks
Evaluation Parameters ↓		
1	Understanding of the scope of work, work plan and coverage of scope of work	8
2	Strategic Approach	10
3	Creativity and Out-of-box thinking	10
4	Understanding of the Target Group/s	8
5	Understanding of various media platforms	5
6	Feasibility of Ideas for implementation	5



7	Sample Creatives & Messaging	12
8	Previous popular campaigns delivered	12
	<b>Total</b>	<b>70</b>

## Briefing Document for concept & creative submission based on Hypothetical Situations

### I. Ayushman Bharat PM JAY Scheme

Ayushman Bharat PM JAY scheme will be achieving a significant milestone of providing 3 Cr free treatments to the beneficiaries by March 2022. To mark the occasion, an event is proposed to be organized. Hon'ble Prime Minister is expected to chair the inaugural session along with Hon'ble Union Minister for Health & Family Welfare. The agency is required to design and develop content and creatives as per the details given below. To develop the copies/creatives, the agency has the freedom to assume some facts and data such as date, time, venue of the event, expected dignitaries etc.

SNO	Creative Requirement Category	Languages	# of Design Samples required per category & language	Dimensions
1	Event Logo unit & Tag Line	Hindi & English	3 unique designs	NA
2	Event Backdrop	Hindi & English	3 unique designs	6 ft by 8 ft
3	Event Standee	Hindi & English	3 unique designs with different messaging	3 ft by 6ft
4	Event Invitation <ul style="list-style-type: none"> <li>1 for event participation (public)</li> <li>1 for Dignitaries</li> </ul>	Hindi & English	3 unique designs each	800 px by 1500 px
5	Print Ad celebrating the milestone of 3cr treatments and informing general public about the scheme	Hindi & English	3 unique designs with different messaging/call to action	Quarter page

A compendium of beneficiary stories (in English) will be released in April 2022. To create awareness amongst the general public about the scheme and to share the impact made by the scheme, a radio spot and TVC spot is also planned to be released. The agency has the freedom to assume facts and data such as beneficiary details, stories etc while developing the content/creative for the requirements listed below:

SNO	Creative Requirement Category	Language	# of Design Samples required per category & language	Dimensions
6	Cover page option for the compendium with tag lines	English	3 unique designs	13 inches by 9 inches (Landscape)
7	Inside Layout Pages for the compendium	English	3 unique designs	13 inches by 9 inches (Landscape)

	<ul style="list-style-type: none"> <li>1-2 page spread for beneficiary story</li> <li>1 page spread for separator</li> </ul>			
8	1 minute Script for a radio jingle for generating awareness about the scheme amongst the general public	Hindi	2 concepts with scripts	
9	2 mins TVC script for generating awareness about the scheme amongst the general public	Hindi	2 concepts with scripts	

## II. Ayushman Bharat Digital Mission

Under Ayushman Bharat Digital Mission, every individual can create an Health ID. To make the general public aware about this facility and to promote health ID generation, a mass campaign is planned. Design creatives as per the requirement below:

SNO	Creative Requirement Category	Language	# of Design Samples required per category & language	Dimensions
10	Print Ad informing general public about aware about the facility and to promote health ID generation.	Hindi & English	3 unique designs with different messaging/Call to action	Quarter page
11	1 minute Script for a radio jingle about the facility and to encourage people to generate health IDs.	Hindi	2 concepts with scripts	
12	Tagline for health id which can be used across multiple platforms while running campaigns aimed at health id generation	Hindi & English	5 options	

### Total Technical Marks (C+D) out of a maximum 100 marks

#### E. Commercial evaluation criteria

- 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 commercial evaluation shall be done on the basis of total cost of 1 year submitted by the bidder (₹ 'X').
- Bidders needs to provide their commercial bid as per the format provided in the RFP (Annexure IV).

On the basis of the commercial evaluation mechanism stated above the bidders will be placed at L1 (i.e. at lowest cost), L2 and so on.

Normalized financial Score of a Bidder = (Commercial Bid of L1 bidder) ÷ (Commercial Bid of the Bidder under consideration) x 100.

**F. Combined and final evaluation**

1. The final score will be calculated through Quality and Cost selection method based with the following weight-age:  
Technical: 70%  
Commercial: 30%
2. Overall Score = (0.70 x Technical Score) + (0.30 x Normalized Commercial Score)
3. The bidder with highest 'Overall score' shall be adjudicated as the best value bidder for award of contract as per QCBS method
4. In the event the overall scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## SECTION 5: AWARD OF CONTRACT AND PAYMENT TERMS

### 5.1 Award Criteria

NHA will award the Contract to the successful bidder, whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined in this RFP (in section 4 of this RFP) i.e. QCBS bidder. Initially contract will be for the period of 2 (two) years with possibility of extension for another 2 years (on yearly basis, up to 1 year at a time) based on performance of the Service Provider and subject to discretion and requirement of NHA.

### 5.2 Letter of Award

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

### 5.3 Performance Guarantee

1. The NHA will require the selected bidder to provide at its own cost and an unconditional, irrevocable, and continuing Performance Bank Guarantee/Performance security of 3% of the total contract value as per OM/F9/4/2020/PPD dated 12.11.2020 for the contract entered till 31.12.2021 before signing of contract. It must be submitted as per the timelines, rules and regulations mentioned in the RFP. If contract signing will be beyond 31.12.2021 then latest circular/ instructions will be applicable as per Department of Expenditure, Ministry of Finance.
2. The performance guarantee to be submitted by the selected bidder within **15 days of receipt of Letter of Award** for the purpose of calculation of total cost and performance guarantee value.
3. The Performance Guarantee shall contain a claim period of two months from the last date of validity of the contract executed with the successful bidder. The bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project.
4. In case the selected bidder fails to submit performance guarantee within the time stipulated, NHA at its discretion may cancel the order placed on the selected bidder. NHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
5. The performance guarantee/security is to be submitted as per format indicated in Annexure V (Format for Performance Bank Guarantee) of this RFP.

#### **5.4 Contract Signing**

1. Within 5 days of receipt of the notification of award or letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter of award in accordance with the terms of this RFP.
2. Within 21 days of the notification of award/acceptance of LOA, the successful bidder shall execute the Master Services Agreement/contract and the Non-disclosure agreement (NDA).
3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the NHA in its sole discretion), the NHA shall have the right to award the work to the next successful bidder.
4. The successful bidder is expected to commence its service within 7 days from the date of signing the contract between the Purchaser and the bidder.

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

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

#### **5.6 Payment Terms**

1. The payment shall be done on a quarterly basis upon submission of invoice by the agency to NHA.
2. Payments will be calculated based on final creatives approved by NHA. Iterations shall not be counted as separate items. The explicit approval of NHA for the final creatives has to be taken by the Implementing Agency.
3. Payments will be processed based on each and every deliverable submitted to NHA as mentioned in the indicative bill of the quantity as mentioned in section 1.2.2 of Section 1.
4. GST shall be paid (as per applicable rate) to the agency by NHA on their invoices however all other taxes, cess, levies, duties and any other incidental direct/indirect costs shall be borne by the agency.
5. NHA shall make payments after withholding tax deductible at source as appropriate as per the applicable taxation laws.
6. Advance payments will not be made.
7. The payments are subject to adherence of SLAs and imposition of penalties as mentioned in this document. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
8. Implementing Agency will execute the work as per RFP.
9. Payments as stipulated above shall be subject to meeting the service levels by the Implementing Agency as provided herein and appropriations to the amount being paid shall be done (if applicable). Any penalties/ liquidated damages, as applicable, for delay and non-performance, as per the criterion mentioned in this bidding document, will be deducted from the payments.

**5.7 Service Levels and Penalties**

<b>Delivery Related Service Level Agreement (SLA) Criteria</b>								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SA								
S. No.	Description	Baseline	Lower Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Submission of deliverables as per work order.	Date mentioned in the work order or official communication	Two days after the due date	Rs. 5,000 per day	> 5 days of delay after the due date	Rs. 10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked	Dates for submission of deliverable as agreed for each assignment	For the purpose of this SLA, submission of deliverable would mean formal submission by SA. Deliverable should have acceptable level of quality standards

## **5.8 Other Important Information**

1. The short listed Communication Agency will get into an agreement with detailed Terms & Conditions (Refer to Annexure VII).
2. The ownership of all print/outdoor/ creative, scripts for TV commercials, radio jingles/spots and IEC material produced/designed through the Communication Agency will at all-time rest with NHA and the Communication Agency/copywriter/photographer/producer, etc. will have no proprietary or any other rights in respect of the same, subject to full payment of that work by NHA. This would include full copyright for lifetime use of the images/photographs used in the creative and IEC material.
3. The Communication Agency will provide the creatives and IEC & promotional material in standard formats as would be required and conveyed by NHA.
4. Raw Stock/unmixed versions/unused photographs, and creatives will be the property of NHA and the same are required to be handed over to NHA.
5. The Communication Agency will be responsible for copyright issues concerning usage of images, text material, etc. obtained through various sources.
6. NHA will not be a party to any disputes arising out of copyright violation by the Communication Agency, provided NHA does not violate any terms of the third party agreement.
7. The Communication Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP Document. NHA will assist the Communication Agency in this regard, wherever possible.
8. The Communication Agency will at no time resort to plagiarism. NHA will not be a party to any dispute arising on account of plagiarism resorted to by the Communication Agency.
9. A formal contract will be signed up between the Communication Agency and NHA.
10. NHA is however not bound to accept any tender or to assign any reason for non-acceptance. NHA reserves its right to accept the tender either in full or in part.
11. Conditional, erroneous and incomplete Bids will be rejected outrightly.
12. NHA reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.
13. NHA reserves the right to place an order for the full or part quantities under any items of work under scope of work and for a shorter duration.
14. Communication Agency submitting proposals will not be permitted to alter or modify their bids at any time post submission to NHA.
15. NHA reserves its right not to accept bids from Communication Agency resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated.
16. Jurisdiction: The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract.

## ANNEXURE I: TEMPLATE FOR PRE-BID QUERIES

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

### Sheet 1: Bidder's Information

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

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

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

#	Page no.	Section no.	Section name	Statement as per the RFP Document	Query by Bidder

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

#### **Note–**

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



## ANNEXURE II: PRE-QUALIFICATION PROPOSAL FORMAT

### 1. Form PQ1: Pre-qualification bid submission letter

<No.....>

<Location, Date>

To  
Deputy Director (Administration),  
National Health Authority,  
3rd Floor, Tower-I  
Jeevan Bharti Building  
Connaught Place  
New Delhi – 110001

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

Dear Sir/Madam,

We, the undersigned, offer to provide the 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:

## 2. **Form PQ2: Profile of Bidder**

The following details are to be submitted for the bidder.

<b>S. No.</b>	<b>Item</b>	<b>Bidder's Response</b>
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	

## 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 4.2.a.** of this RFP.

## 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 Creative & Communication Agency for Awareness & Communication 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)

**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 Service Provider in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Service Provider/ 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)

**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)

**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)

## ANNEXURE III: TECHNICAL PROPOSAL FORMAT

### 1. Form Tech 1: Technical bid covering letter

<No.....>

<Location,Date>

To  
Deputy Director (Administration)  
National Health Authority  
3rd 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:

**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 4.1.b – Technical Evaluation Criteria 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 (Contact Name, Address, Telephone Number)	
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	

**3. Form Tech 3: Concept & Creative Submission and Presentation**

1. In addition to the technical bid documents, bidders will need to prepare a presentation covering all aspects of the scope of work and as asked in section 4.2.d.
2. Bidders are required to submit the concept & creatives in a ppt format as per brief mentioned in section 4,2.d.
3. The bidders submissions will be assessed based on the parameters given in Section 4.2.d

**4. Form Tech 4: No Deviation certificate**

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

<To be printed on Company letterhead>

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

(Signature of Authorized Signatory)

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

**5. Form Tech 5: 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)

**6. Form Tech 6: List of Creative Personnel**

<b>S. No.</b>	<b>Name of Employee</b>	<b>Age &amp; Sex</b>	<b>Qualification</b>	<b>Experience / Projects Handled</b>



## ANNEXURE IV: COMMERCIAL PROPOSAL FORMAT

### 1. Form Commercial 1: Covering letter

<No.....>

<Location, Date>

To

Deputy Director (Administration),  
National Health Authority  
3rd Floor, Tower-I  
Jeevan Bharti Building  
Connaught Place  
New Delhi – 110001

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

Dear Sir/Madam,

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

#### 1. PRICE AND VALIDITY

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

#### 2. UNIT RATES

We have indicated in the relevant forms the unit rates.

#### 3. BID PRICING

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

#### 4. BID PRICE

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

#### 5. QUALIFYING DATA

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

#### 6. PERFORMANCE BANK GUARANTEE

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

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

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

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

Yours sincerely,  
(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## 2. **Commercial Form 2: Commercial bid format**

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

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

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

SNO	Activity	Total Indicative Quantity per contract year*	Cost per Item	Total Cost per year
<b>1</b>	<b>Creatives for Events &amp; Activations</b>	--		
<b>j)</b>	Design Concepts	20		
<b>k)</b>	Logo Units & Tag Lines + artwork	20		
<b>l)</b>	Backdrop Design & Concepts + artworks	20		
<b>m)</b>	Standee Design & Concepts + artworks	20		
<b>n)</b>	Stage designs (3D layout) & artwork	10		
<b>o)</b>	Invite design (including HTML)	40		

p)	Direct mailer content & design (including HTML)	20		
q)	Kiosk designs (3D layout), concept + artworks	20		
r)	Designing of event branding themed powerpoint presentations in editable formats	25		
<b>2</b>	<b>Project based or Standalone work</b>	--		
s)	Logo design, icons creative & artwork	8		
t)	Certificate design, copy and artwork	100		
u)	Banner concept, copy, design, creative & artwork	30		
v)	Dangler concept, copy, design, creative & artwork	30		
w)	Wobblers concept, copy, design, creative & artwork	30		
x)	Information kiosk concept, copy, design, creative & artwork for on-ground activation campaigns	30		
y)	Brochure concept, design, creative & artwork (4 Pager)	45		
z)	Flyer/hand-bill/pamphlet concept, design, creative & artwork (1 pager)	30		
aa)	Illustrations/Sketches (persons/characters/landmarks/items)	10		
bb)	Infographics	70		
cc)	GIFs/Flash based 10-15 sec animations	30		
dd)	4 pager document or booklets Design, Creative & Artwork	10		
ee)	8 pager document or booklets Design, Creative & Artwork	10		
ff)	Posters concept, copy, design, creative & artwork	60		
gg)	Interactive digital book (10 page) concept, copy, design, creative	4		
hh)	Translation of content into Hindi	85k words	(Per word cost)	
ii)	Virtual Backdrops Design & Concepts, creatives	100		
jj)	Website slider designs and creatives	60		
<b>3</b>	<b>Newsletter - 10 pages - Design, Creative &amp; Artwork</b>	18		
	Newsletter in HTML format – 10 pages	18		

<b>4</b>	<b>Reports / Booklets – 12 pages - Design, Creative &amp; Artwork</b>	6		
	Reports/Booklets in HTML format – 12 pages	6		
<b>5</b>	<b>Coffee Table Book – 200 pages - Design, Creative &amp; Artwork</b>	2		
	Illustrations/Sketches (of persons/landmarks etc)	50		
<b>6</b>	<b>Concept/Script &amp; Copy Creation (Hindi/English languages)</b>	--		
	Script for Audio-Visual Videos up to 5 mins	30		
	Script for TVCs up to 2 mins	10		
	Script for Radio Spots & Jingles up to 1 min	20		
	Script for Announcements up to 1 min	20		
	Script for Podcast up to 4 mins	30		
<b>7</b>	<b>Outdoor Branding</b>	--		
	Bus/Truck Panels concept, copy, design, creative & artwork	5		
	Bus Shelter concept, copy, design, creative & artwork	3		
	Train Panel concept, copy, design, creative & artwork	3		
	Digital Signage concept, copy, design, creative & artwork	5		
	Metro indoor and outdoor branding concept, copy, design, creative & artwork	3		
	Wall Painting concept, copy, design & creative	5		
<b>8</b>	<b>Print Ads - Creative</b>	--		
	Strip Ads 32.9cm (w) X 6cm (h)	3		
	Quarter Page ads	3		
	Half Page ads	2		
	Full Page ads	2		
<b>9</b>	<b>Comic Books – 12 page booklet (Design, Creative &amp; Artwork, Illustrations/Sketches, Copy Writing and editing.)</b>	<b>4</b>		

<b>10</b>	<b>Merchandise with NHA Branding</b>	--		
	Design, Creative & Artwork for Pen, Key Chain, Card Holder, Coffee Mug, T-Shirt, Cap, Cloth Folder etc.	5 items		
	Design, Creative & Artwork for Notepad, Calendar, Diary, Mementos etc	5 items		
	<b>Total cost per year</b>			

Note – The rate quoted should be inclusive of all overhead cost, resources cost and time/effort cost.

**\*Indicative quantity per contract year indicates the projected design requirement by NHA. The Agency would be required to furnish adequate number of sample designs for NHA to select from and arrive at the final approved design.**

## 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

Deputy Director (Administration)

National Health Authority

3rd Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Dear Sir/Madam,

1. In consideration of the National Health Authority, Government of India, on behalf of the CEO, NHA on behalf of the Authority, (hereinafter referred to as the 'NHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the "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 NHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NHA by reason of breach by the said 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 NHA 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 NHA discharges this guarantee.

4. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the bidder. The NHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the 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 NHA and the bidder or any other course or remedy or security available to the NHA. The Bank shall not be released of its obligations under these presents by any exercise by the NHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHA or any other indulgences shown by the NHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
5. The Bank also agrees that the NHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the bidder and notwithstanding any security or other guarantee the NHA 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)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Bank Stamp)

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

## ANNEXURE VI: PRE-CONTRACT INTEGRITY PACT

The pre-contract integrity pact shall **be signed by the Bidder** should be submitted as part of prequalification 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 hiring of Service Provider for planning and implementation of Information, Education and Communication activities for National Health Authority. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

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

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

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



confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the 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 Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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

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

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

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

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

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

\_\_\_\_\_

Date \_\_\_\_\_

## ANNEXURE VII: MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement" is made on this the <> day of <>21 at New Delhi, India)

Between

**National Health Authority** through its \_\_\_\_\_, (hereinafter referred to as "**NHA/ the Purchaser**") which expression shall unless repugnant to the context or meaning thereof mean and deemed to include its authorized representatives and permitted assigns of the FIRST PART

And

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

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

WHEREAS

1. NHA provides overall vision and stewardship for the design, roll-out, implementation and management of Ayushman Bharat PM-JAY and National Digital Health Mission in alliance with state governments. Inter-alia, this includes, formulation of policies, development of operational guidelines, implementation mechanisms, coordination with state governments, monitoring and oversight of both the schemes.
2. NHA is committed to ensuring highest possible level of health and wellbeing for all, through universal access to good quality health care services to all without anyone having to face financial hardship.
3. NHA is thus desirous for "Selection of a communications Agency in supporting the strategy and implementation of the Information Education and Communications Activities" to reach each one of its beneficiaries.
4. In furtherance of the same, NHA undertook the selection of a suitable Service Provider through a competitive bidding process and in this regard issued a Request for Proposal dated <RFP Date>.
5. The Service Provider is a \_\_\_\_\_ and will be assisting to achieve the NHA goals. The Service Provider has represented its capabilities to undertake the Scope of Work.

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

### 1.1 Definitions and Interpretations

#### 1.1.1 Definitions

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

- i. "Master Service Agreement" shall mean this agreement together with all its Schedules, Annexures and appendices and any amendments thereto made in accordance with the provisions herein read with terms of RFP.
- ii. "Implementing Agency/Service Provider" shall mean organization who is selected as the successful Bidder under in terms of RFP.
- iii. "Intellectual Property Rights / IPR" shall mean all rights, titles and interest in the patents, copyrights, trade secrets, operating practices / procedures, design rights, domain names, registered designs, trade and service marks (registered and unregistered), rights in know-how, rights in relation to databases, trade secrets, rights in relation to Confidential Information and all other intellectual property rights throughout the world including.
  - a. All registrations and pending registrations relating to any such rights and the benefit of any pending applications for any such registration; and
  - b. All reversions, extensions and renewals of any such rights.
- iv. "Pre-existing work" shall mean any material / information which is: Created, developed and/or provided prior to the Effective Date of the Empanelment Agreement by either Party; or Created, developed and / or obtained independently from third party by either Party and such material / information pre-exist the Agreement and has no relation / connection with the Agreement.
- v. "Project" shall mean provision of services to NHA by the Service Provider as per the terms and conditions laid in RFP along with corrigendum(s).
- vi. In this Agreement words and expressions not defined herein shall have the same meanings as are respectively assigned to them in the RFP and the subsequent issued corrigendum(s).
- vii. "Work Order" shall mean deliverables to be completed within the specific given timelines.

### **1.1.2 Interpretation**

In this Contract, except where the contrary intention is expressed:

- 1 The singular includes the plural and vice versa, and a gender includes other genders;
- 2 Another grammatical form of a defined word or expression has a corresponding meaning;
- 3 A reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- 4 A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- 5 A reference to rupee or Indian rupees to the Indian currency;
- 6 A reference to time is to the time as per Indian Standard Time
- 7 A reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- 8 A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- 9 if the Service Provider is a trustee, the Service Provider enters the Contract personally and in its

capacity as trustee and warrants that it has the power to perform its obligations under this Contract;

- 10 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them as per the applicable laws of India
- 11 A word or expression defined in the Companies Act has the meaning given to it in the Companies Act;
- 12 The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- 13 Any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 14 Any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 15 A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;
- 16 If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- 17 Headings are for ease of reference only and do not affect interpretation.

## **1.2 Priority of Contract Documents**

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

1. Agreement read with NDA and Integrity Pact;
2. Annexures and Schedules;
3. Any attachments to the Schedules; and
4. Documents incorporated by reference in this Contract.
5. RFP Doc. No. \_\_\_\_\_ 2021 along with subsequently issued Corrigendum
6. Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

## **1.3 Duration of Contract and Performance Bank Guarantee**

### **1.3.1 Initial Contract Period:**

This Agreement shall come into effect on <\*\*\*> 2021 (hereinafter the 'Effective Date') and the contract shall be valid for an initial period of 24 months (twenty-four months) from the effective date, further extendable by NHA for a period of 2 years (one year at a time) at its discretion, on same terms and conditions as specified in RFP and this agreement. The decision of contract extension shall be solely at the option of NHA and cannot be claimed by the Implementing Agency as a matter of right.

- 1.3.2 Any extension exercised in accordance with this clause takes effect from the end of the then current Contract Period.

### **1.3.3 Performance Bank Guarantee :**

The Service Provider shall submit a Performance Bank Guarantee in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any

Scheduled Indian Bank as per the manner and form prescribed in Annexure V of RFP.

NHA may invoke the performance guarantee in case the Service Provider fails to discharge its contractual obligations during the agreement term. In the event of the Service Provider is being unable to service the Agreement for the reasons attributable to the Service Provider, its subcontractors, or any team members, the Purchaser shall have the right to invoke the Performance Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the Purchaser under the Agreement in the matter, the proceeds of the guarantees shall be payable to the Purchaser as compensation for any loss resulting from the failure of Service Provider, or any team members to perform/comply its obligations under the contract. The Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the Service Provider is in default.

The Purchaser shall also be entitled to make recoveries from the Service Provider's bills, guarantees, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement in terms of RFP and/or contract.

#### **1.4 General Obligations of the Parties**

The parties will, at all times-

1. Act reasonably in performing their obligations and exercising their rights under this Contract;
2. Diligently perform their respective obligations under this Contract; and
3. Work together in a collaborative manner

#### **1.5 Provision of Services**

##### **1.5.1 Services Obligation**

The Service Provider must supply the Services-

1. With due skill and care and to the best of the Service Provider's knowledge and experience;
2. In accordance with the Performance Criteria;
3. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines.
4. Using the Specified Personnel (if any);
5. In accordance with all applicable Laws;
6. In accordance with any reasonable directions in relation to the Services given by the Purchaser from time to time;
7. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
8. Otherwise in accordance with the provisions of this Contract



### **1.5.2 Service Provider Warranties**

The Service Provider represents and warrants that:

1. It has the right to enter into this Contract;
2. It has all rights, title, licences, interests and property necessary to lawfully perform the Services;
3. It and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
4. The Services will be complete, accurate and free from material faults; and
5. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the Purchaser 's systems or any Deliverables any Harmful Code.

### **1.5.3 Availability of Service Provider Representative on the Purchaser 's premises**

If required, the Purchaser shall demand the availability of a designated representative on its premises for the specific completion of a project. Prior notice of 2 days will be given in case any designer is to be deployed on the premises, however, client manager has to be available on the same day of request.

### **1.5.4 Conduct at Purchaser 's Premises**

The Service Provider must, when deploying representatives on the Purchaser 's premises or facilities, to comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.

## **1.6 Documentation**

### **1.6.1 Provision of Documentation**

The Service Provider must give the Purchaser the Documentation specified in the Scope of Work in the format and at the times specified in the Scope of Work .

### **1.6.2 Documentation Requirements**

The Documentation must at the time of delivery:

1. Be current and accurate;
2. Adequately explain key terms and symbols; and
3. Unless specified otherwise be in English.

## **1.7 Varying the Services**

### **1.7.1 Variations proposed by Purchaser, If the Purchaser wants to vary the Services:**

- a. The Purchaser will communicate the proposed variations to the Service Provider in writing;
- b. Within 5 days of receiving such communication, the Service Provider must respond in writing to the Purchaser specifying what impact those variations will have on: the Service Charges; the Services or Deliverables, including any particular Deliverable; the Service Provider's ability to perform its obligations under this Contract (including its ability to meet Milestones); and this Contract; and

- c. Within 5 days after receiving the Service Provider's response, or within another period agreed by the parties, the Purchaser must give the Service Provider a written notice accepting or rejecting the response.

### **1.7.2 Changes to Service Charges**

Changes to Service Charges associated with a variation in the Services must:

- a. Additional cost for such work shall not exceed 25% of the total contract value.
- b. Take fully into account any reduction in cost.

### **1.8 Co-operation with Personnel and Purchasers**

The Service Provider must in the performance of the Services under the Contract: fully cooperate with the Purchaser 's Personnel and other contractors; and Use its best efforts to coordinate its activities so as to support and facilitate, in the Purchaser 's best interests, the timely and efficient completion of all work and other activities to be performed for the Purchaser by any person.

### **1.9 Performance Assessment**

#### **1.9.1 Assessment of Services**

1. Each element of the Services is subject to assessment by the Purchaser against the relevant Performance.
2. If the Purchaser considers that all or part of the Services do not meet the Performance Criteria, the Purchaser must notify the Service Provider within 5 Business Days of assessing the Services against the Performance Criteria.

#### **1.9.2 Rectification of non-compliant Services**

If the Purchaser notifies the Service Provider that all or part of the Services do not meet the Performance Criteria, the Service Provider must:

1. Take all necessary steps to ensure that the Services are promptly corrected;
2. Give notice to the Purchaser when the Services have been corrected; and
3. Allow the Purchaser to repeat the assessment of all or part of the Services against the Performance Criteria, within five Business Days after the date of the notice or such other time as agreed between the parties in writing.

#### **1.10. Payment Terms**

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

- ii. The NHA shall not be responsible / obligated for making any payments or any other related obligations except as stated under this Agreement to the Implementing Agency. The Implementing Agency shall be fully liable and responsible for meeting all such obligations and all payments to be made to any other third party engaged by the Implementing Agency in any way connected with the discharge of the Implementing Agency's obligation under the Agreement and in any manner whatsoever. All undisputed and eligible payments will be made by the NHA in favor of the Implementing Agency only.
- iii. In case of early termination of the Agreement, the payment shall be made to the Implementing Agency as mentioned here with:

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

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

Sub-contracting of any services is not allowed for implementation of any component under the scope of this project.

Consortium is also not permitted under this RFP.

#### **1.12. Intellectual Property Rights**

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

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

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

and expense from the third party claiming infringement, and/or (ii) obtain the right for NHA to continue use of such Third Party IPR, at its own cost and expense.

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

### **1.13. Taxes & Duties**

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

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

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

### **1.14. Termination**

#### **1.14.1 FOR MATERIAL BREACH**

In the event that NHA believes that the Implementing Agency is in Material Breach of its obligations under the Agreement, NHA may terminate the Agreement upon giving a one month's notice for curing the Material Breach to the Implementing Agency. In case the Material Breach continues, post expiration of 30-day cure period, the NHA will have the option to terminate the Agreement without any further notice. Further, the NHA may offer a reasonable opportunity to the Implementing Agency to explain the circumstances leading to such a breach. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

(a) If the Implementing Agency is not able to deliver the services as per the SERVICE LEVELS which translates into Material Breach.

- (b) If the Implementing Agency or any of its personnel, in the judgement of NHA, has engaged in fraudulent and corrupt practices or acted with mala-fide intentions in competing for or in execution of the Contract and/or have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- (c) If the Implementing Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (d) If the Implementing Agency submits to the NHA a false statement/incorrect information which has a material breach/adverse effects on the rights, obligations or interests of the NHA.
- (e) If the Implementing Agency found sub-contracting of services and the Implementing Agency or the sub- contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest with NHA in respect with this RFP.
- (f) If the Implementing Agency fails to provide the quality services as envisaged under this Contract. The NHA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.

#### 1.14.2 TERMINATION FOR CONVENIENCE

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

- a. deliver to the NHA the any in progress deliverables executed by the Implementing Agency up to the date of termination;
- b. to the extent legally possible, assign to the NHA all right, title, and benefit of the Implementing Agency to the concepts, designs, creative work and any other part of deliverable/scope of work/work order completed or in-progress, on the date of termination, and, as may be required by the NHA in any Contracts/Work Order concluded between the Parties for this RFP.
- c. deliver to the NHA all, specifications, and other documents prepared by the Implementing Agency as of the date of termination in connection with the Scope of Work/Work Order.

#### 1.14.3 Effects of termination

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

ii. Upon termination of the Agreement, the Implementing Agency will comply with the Exit Management procedure as follows:

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

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

- i. Provide necessary handholding & transition support to NHA authorized agencies to ensure the continuity and performance of the Services to the complete satisfaction of NHA.
- ii. Provide Support to NHA in migration of the applications, data, content and any other assets to the new environment created by NHA or any Agency (on behalf of NHA).
- iii. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with NHA.
- iv. Implementing Agency needs to ensure that all the documentation required by NHA for smooth transition including configuration documents are up to date and all such documentation is handed over to NHA during regular intervals as well as during the exit management process.
- v. Implementing Agency shall not delete any data till the end of the agreement without the express approval of NHA.
- vi. Once the exit process is completed, Implementing Agency will certify that Content and data destruction to NHA as per instructions of NHA and shall ensure that the data cannot be forensically recovered.
- vii. There shall not be any additional cost associated with the Exit / Transition-out process and provide all the requisite support for smooth transition and handover of the operations and assets.

#### 1.14.4 Termination of the Agreement due to Insolvency and /or bankruptcy of Implementing Agency

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

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

### **1.15. Indemnity**

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

Indemnifying Party's negligence or willful default in performance or lack of due care or non-performance under the Agreement.

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

## **1.16. Relationship**

1.16.1 Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent, employer employee as between the NHA (or the Government Department) and the "Implementing Agency" or its employees. No partnership shall be constituted between NHA (or the Government Department) and the Implementing Agency by virtue of this registration nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other Registration a partnership has been constituted, or that it has any such power. Implementing Agency shall be fully responsible for the services performed by them or on their behalf.

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

## **1.17. Force Majeure:**

- i. "Force Majeure" shall mean any event beyond the reasonable control of the NHA or of the Service Provider as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- ii. A Force Majeure shall include, without limitation, the following:
  - a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
  - b. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
  - c. fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, and pressure waves, or other disaster;
- iii. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the

circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

- iv. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended provided that the Party seeking for invocation of Force Majeure has taken all reasonable measures and that such event is not occurred due to Party's willful and negligent act and/or omission.
- v. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 1.9.
- vi. Subject to provisions of this Clause. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
  - (a) constitute a default or breach of the Contract;
  - (b) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- vii If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- Viii In the event of termination pursuant to Clause 1.9, the rights and obligations of the NHA and the Service Provider shall be as specified in the clause titled Termination.
- ix for the avoidance of doubt, it is expressly clarified that the failure on the part of the Service Provider under the Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking etc. aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).



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

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

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

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

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

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

For National Health Authority (NHA)

Mr. <Name>

<Designation>

Seal

For Service Provider

Mr. <Name>

<Designation>

Seal

---

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

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

## ANNEXURE VIII: NON-DISCLOSURE AGREEMENT

[Printed on stamp paper value of ₹ 100/-]

### Non-Disclosure Agreement

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

BETWEEN

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

AND

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

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

WHEREAS:

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

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

## DEFINITIONS AND INTERPRETATION

### 1. Definitions

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

### 2. Interpretation

In the Agreement, unless otherwise specified:

(a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to the Agreement;

(b) use of any gender includes the other genders;

(c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or Service Provider of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;

(f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

(g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <\*\*\*> are generally open for business;

(h) references to times are to Indian standard time;

(i) a reference to any other document referred to in the Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.

### 3. Measurements and Arithmetic Conventions

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

### 4. Ambiguities within Agreement

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

(a) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

(b) as between the provisions of the Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and

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

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

## **5. Term**

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

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

(a) This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential after disclosure to the Receiving Party (“Confidential Information”). Such Confidential Information consists of certain specifications as specified in the RFP and such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

(b) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

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

The Receiving Party shall:

(a) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, considering the nature of the Confidential Information, and

(b) grant access to Confidential Information only to its employees on a ‘need to know basis’ and restrict such access as and when not necessary to carry out the Business Purpose.

(c) cause its employees to comply with the provisions of the Agreement and get an individual undertaking signed from its employees and/or associates as placed at Annexure III and such employees and/or associates shall be instructed, directed and guided by Service Provider to deal with Confidential Information in the same manner as stated in this Non- Disclosure Agreement and RFP. Service Provider shall promptly provide copies of such Individual Undertakings to NHA as and when demanded;

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

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

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

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

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

- (a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

(b) By disclosing the Confidential Information or executing the Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

(c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of the Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under the Agreement.

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

## **10. Dispute resolution**

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

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

(c) During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed as mutually decided between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held at New Delhi.

The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any disputes.

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

#### **11. Variation**

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

#### **12. Waiver**

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the

observance and performance of any provision of or obligations under the Agreement: -

(a) shall be in writing

(b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement;

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

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

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

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

#### **14. Entire agreement**

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

#### **15. Severability**

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

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



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

### **17. Third parties**

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

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

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

### **19. Notices**

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

If to NHA:

Attn: <\*\*\*>

Tel:

Email:

Contact:

With a copy to:

If to the SERVICE PROVIDER:

Attn. <\*\*\*>

Phone: <\*\*\*>

### **20. Language**

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

### **21. Counterparts**

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

## **22. Mitigation**

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

## **23. Removal of difficulties**

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the SERVICE PROVIDER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of the NHA by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.