

# **REQUEST FOR PROPOSAL (RFP)**

**FOR**

**“Selection of Agency for Conducting  
Concurrent Audits (Medical Audit, Field  
Investigation and Verification) Under  
AB PMJAY-MA Yojana”  
in The State Of Gujarat.**

**ISSUED BY:**

**State Health Agency- Gujarat**

**(RFP Publishing Date: 18<sup>th</sup> September 2024)**

## **Disclaimer**

The information contained in this Request for Proposal (RFP) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal ) is to provide interested parties with information that may be useful to them in making their pre-qualification, technical and commercial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the SHA (State Health Agency) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SHA, 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 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 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 SHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The SHA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered

on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The SHA also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The SHA 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. The issue of this RFP does not imply that the SHA is bound to select or appoint a Bidder, as the case may be, for the Project and the SHA 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 SHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the SHA 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.

## Table of Contents

Disclaimer.....	2
1. FACT SHEET AND RFP SCHEDULE.....	8
2. DEFINITION AND INTERPRETATIONS.....	12
3. AB PMJAY-MA YOJANA.....	17
3.1.State Health Agency.....	18
3.2.Key functions of SHA:.....	19
4. Detailed Scope of Work.....	20
4.1.Project Background.....	21
4.4.Terms of Reference.....	26
4.5.Geographical Scope.....	27
4.6.Scope of Work.....	27
4.7.Expected Volumes.....	28
4.8.Resources.....	29
5. Instructions to Bidders.....	30
5.1.Objectives of this RFP.....	30
5.2.General.....	31
5.3.Availability of RFP Document.....	31
5.4.Bid Security Declaration/EMD.....	31
5.5.Bid Preparation Costs.....	33
5.6.Consortium/Sub-Contracting.....	33
5.7.Debarment from Bidding.....	33
5.8.Authorized Signatory and Authentication of Bids.....	35
5.9.Language.....	35
5.10. Complete and Compliant Responses.....	36
5.11. Late Bids.....	36
5.12. Proposal Submission Format.....	37
5.13. Amendment of the RFP.....	37
5.14. Bid Validity.....	37
5.15. Right to the Content of Proposal.....	37
5.16. Disqualification.....	38
5.17. Confidentiality.....	38
5.18. Fraud and Corrupt Practices.....	38
5.19. Right to Terminate the Process.....	40

5.20.	Conflict of Interest .....	40
6.	Bid Process .....	42
6.1.	Pre-Bid Queries .....	42
6.2.	Pre-Bid Meeting.....	43
6.3.	Responses to Pre-Bid Queries and Issue of Corrigendum .....	43
6.4.	Bid submission format.....	44
6.5.	Selection of Bidders .....	47
7.	Evaluation Process and Criteria .....	48
7.1.	Evaluation process.....	48
7.2.	Evaluation Criteria.....	50
8.	Award of Contract and Payment Terms.....	58
8.1.	Award Criteria .....	58
8.2.	Letter of Award .....	58
8.3.	Allocation of Work.....	58
8.4.	Performance Guarantee .....	59
8.5.	Contract Signing .....	59
8.6.	Failure to Agree with the Terms and Conditions of the RFP.....	60
8.7.	Payment Terms.....	60
8.8.	Service Levels on resource deviation.....	62
8.9.	Penalties.....	63
8.9.1.	Quality control mechanism: .....	65
8.9.2.	TAT for investigation:.....	66
9.	Conditions of the Contract .....	66
9.1.	Intellectual Property Rights.....	66
9.2.	Taxes & Duties .....	67
9.3.	Liquidated Damages.....	67
9.4.	Events of Default, Termination and Suspension .....	67
9.5.	Indemnity .....	74
9.6.	Relationship.....	74
9.7.	Change of Control and Updation of Service Levels: .....	75
9.8.	Representations and warranties of the Agency: .....	76
9.9.	Audit Access and Reporting: .....	79
9.10.	Severability and Waiver .....	79
9.11.	Assignment.....	80

9.12. Publicity:.....	80
9.13. Notices .....	81
9.14. Variations and Further Assurance .....	82
9.15. Approvals and Required Consents.....	82
9.16. Compliance with Applicable Law .....	82
9.17. Professional Fees .....	83
9.18. Ethics .....	83
9.19. Amendment.....	84
9.20. Limitation of Liability.....	84
9.21. Force Majeure:.....	84
9.22. Confidentiality.....	86
9.23. Risk Purchase:.....	87
10. Annexure I: Template for Pre-Bid Queries .....	88
11. Annexure II: Pre-Qualification Proposal Format .....	89
11.1. Form PQ1: Pre-qualification bid submission letter .....	89
11.2. Form PQ2: Profile of Bidder .....	90
11.3. Form PQ3 : PQ Checklist .....	91
11.4. Form PQ4: Details of litigation.....	91
11.5. Form PQ5: Format- Undertaking (no conflict of interest).....	91
11.6. Form PQ 6: Format–self declaration for non-blacklisting .....	93
11.7. Form PQ7: Format–self declaration for non-debarment.....	93
12. Annexure III: Technical Proposal Format.....	94
12.1. Form Tech 1: Technical bid covering letter .....	94
12.2. Form Tech 2: Proposed Approach and methodology.....	95
12.3. Form Tech3: No Deviation certificate .....	95
12.4. Form Tech 4: Total Responsibility .....	95
12.5. Form Tech 5: CV Format .....	96
13. Annexure IV: Format for Performance Bank Guarantee .....	97
14. Annexure V: Integrity Pact .....	100
15. Annexure VI: Service Agreement .....	107
16. Annexure VII: Non-Disclosure Agreement.....	113
16.1. Definitions .....	114
16.2. Interpretation.....	114
16.3. Measurements and Arithmetic Conventions .....	115
16.4. Ambiguities within Agreement .....	115

16.5.	Term.....	115
16.6.	Scope of the agreement .....	116
16.7.	Obligations of the receiving party .....	116
16.8.	Exceptions to confidential information .....	117
16.9.	Ownership of the confidential information.....	118
16.10.	Dispute resolution .....	119
16.11.	Variation.....	120
16.12.	Waiver .....	120
16.13.	Exclusion of Implied Warranties.....	120
16.14.	Entire agreement.....	120
16.15.	Severability.....	121
16.16.	No partnership.....	121
16.17.	Third parties .....	121
16.18.	Successors and assigns .....	121
16.19.	Notices .....	122
16.20.	Language .....	122
16.21.	Counterparts.....	122
16.22.	Mitigation .....	122
16.23.	Removal of difficulties.....	123
17.	Annexure VIII. Non-Disclosure Agreement (Individual).....	123
18.	Annexure IX–Format for Change Control Notice .....	125
19.	Annexure X– Format of Bid Securing Declaration .....	129
20.	Annexure XII: Commercial Proposal Format .....	131
21.	Annexure-XIII: Indicative Fraud Triggers (Indicative list) .....	134
	A. Desk Audit Checklist.....	137
	C. Fact Sheet.....	140
	D. Medical Audit Form.....	143
	F. Field Investigation Format.....	153

## 1. FACT SHEET AND RFP SCHEDULE

S.No	Reference	Description
1.	Project Title	AB PMJAY-MA Yojana
2	RFP Title	Selection of agency for conducting concurrent audits (Medical audit, Field Investigation and Verification) under AB PMJAY-MA Yojana.
3	Name of Bid Inviting Authority	State Health Agency (SHA), AB PMJAY-MA Yojana, Commissionerate of Health Office, 1st Floor, Block no.5, Dr. Jivraj Mehta Bhavan, Gandhinagar, Gujarat.
4	Name and Contact of Officer	Dr. K. H. Mishra, Additional Director (MS), 1 <sup>st</sup> Floor, Block no.-5, Dr. Jivraj Mehta Bhavan, Gandhinagar, Gujarat, acting on behalf of the Gujarat Health Protection Society, H&FW Department, Gujarat.
5	Date of publishing of Tender Document	18.09.2024
6	Availability of RFP document	RFP Published on- <a href="http://www.gem.gov.in">www.gem.gov.in</a> portal.
7	Tenure of the Contract	<b>Tenure for 2 (two) years subject to renewal for another 1 (one) year based upon Performance</b> mentioned and Other terms and conditions of this RFP.
8	Earnest Money Deposit	<b>Rs.10.0 lakh</b>
9	Mode for submission of Bids	Bidders are to upload their pre-qualification, technical and financial Bids on the e-procurement portal <a href="http://www.gem.gov.in">www.gem.gov.in</a> . The pre-qualification bid and technical bid is to be submitted in two separate sealed envelope together in a sealed single envelop along with

		submission of the same on <a href="http://www.gem.gov.in">www.gem.gov.in</a> portal. The Commercial Bid is to be submitted through online mode only. Submission of it in any other mode will not be accepted. Submission of pre-qualification bid and technical bid only on online and not in envelop (hard copy) will not be accepted.
10	Method of selection	Three stage evaluation process comprising of: <ul style="list-style-type: none"> <li>• Pre-Qualification Evaluation</li> <li>• Technical Evaluation and</li> <li>• Commercial Bid Evaluation</li> </ul>
11	Date till which the RFP response/ bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
12	Bid Securing Declaration	The Bidders shall submit, bid securing declaration form as per the format provided in this bid document (Annexure-X). The same shall be uploaded on GEM portal and to be submitted in hard copy at SHA office.
13	Last date of receiving queries	Queries/Clarification(s) must be requested on or before 26.09.2024 up to 2359 hours. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure-I (Template for Pre-Bid Queries) of the RFP. The e- mail address for requesting clarification is: <a href="mailto:pmjaygujarat15@gmail.com">pmjaygujarat15@gmail.com</a> e-mail must be marked to the above email id.
14	Pre-bid meeting	30.09.2024 (at 12:00 Hrs.) in Parivartan

		hall, Commissionerate of Health Office, 1st Floor, Block no.5, Dr. Jivraj Mehta Bhavan, Gandhinagar, Gujarat.
15	Last date and time of bid submission/ Bid Due Date	The last date and time for submission of Proposal is 08.10.2024 on or before 1700 hours. The bidder's proposal needs to be submitted online at www.gem.gov.in on or before the last date and time of submission.
16	Currency	The bidder to state all costs in Indian Rupees only (₹).
17	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
18	Date, Time and venue for opening of prequalification bids of all bidders	Date-10.10.2024 at 1200 hours. Venue: Parivartan Hall, Commissionerate of Health Office, 1 <sup>st</sup> Floor, Block No.-5, Dr. Jivraj Mehta Bhavan, Gandhinagar. Mode-Envelop and Electronically on GEM.
19	Tentative date, time and venue for opening of technical bids ( <i>only of the bidders who have qualified in the pre-qualification stage</i> )	Date-10.10.2024 at 1500 hours (after opening of all prequalification bids of all bidders).Venue: Parivartan Hall, Commissionerate of Health Office, 1 <sup>st</sup> Floor, Block No.-5, Dr. Jivraj Mehta Bhavan, Gandhinagar. Mode-Envelop and Electronically on GEM
20	Tentative Date, Time and venue for opening of financial bids ( <i>only of the bidders who have qualified in the Pre qualification and Technical bid evaluation</i> )	Date-10.10.2024 at 1700 hours. Venue: Parivartan Hall, Commissionerate of Health Office, 1 <sup>st</sup> Floor, Block No.-5, Dr. Jivraj Mehta Bhavan, Gandhinagar. Mode- Electronically on GEM

Note 1: The Bidding Process Schedule set out above is indicative in nature and the SHA may, in its sole discretion and without prior notice to the Bidders, amend the Bidding Process Schedule. This responsibility shall lie with the Bidders to verify the Bid Process Schedule and the SHA shall not incur any liability whatsoever arising out of amendments to the Bidding Process Schedule. SHA shall give notice of changes to the Bidding Process Schedule, if any, by Addendum. All bidders are advised to check for any further clarifications, amendments/addendums and corrigendum related to this RFP at the following website: ***www.gem.gov.in and [www.magujarat.com](http://www.magujarat.com)***.

Note 2: This document is not transferable.

## 2. DEFINITION AND INTERPRETATIONS

- a) **Addendum or Addenda** means document issued in continuation or as modification or as clarification to certain points in the Tender Documents. The bidders would need to consider the main document as well as any addenda issued subsequently for responding to the bid.
- b) **AB PMJAY-MA** shall refer to AB PMJAY-MA, a scheme managed and administered by the Health and Family Welfare Department, Government of Gujarat through State Health Agency with the objectives of providing and improving access of validated Beneficiary Family Units to quality inpatient care and day care surgeries for treatment of diseases and medical conditions through a network of Empanelled Health Care Providers for the risk covers defined in this document and also for reducing out of pocket health care expenses.
- c) **Applicable Laws:** All laws, brought into force and effect by Government of India or the Government of Gujarat, including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP.
- d) **Beneficiary** means a member of the AB PMJAY-MA Beneficiary Family Units who is eligible to avail benefits under the AB PMJAY-MA Yojana. Referred to as AB PMJAY-MA Beneficiary henceforth in the document.
- e) **Beneficiary Family Unit or AB PMJAY-MA Beneficiary Family Unit** refers to those families including all its members figuring in the Socio-Economic Caste Census (SECC)-2011 database under the deprivation criteria of D1, D2, D3, D4, D5 & D7, Automatically Included category (viz as Households without shelter, Destitute-living on alms, Manual Scavenger Families, Primitive Tribal Groups and Legally released Bonded Labour) and 11 broadly defined occupational un-organised workers (in Urban Sector) of the Socio-Economic Caste Census (SECC) 2011 database of the State Government

along with the existing MA and MAV enrolled Beneficiary Families not figuring in the SECC Database of the State Referred to as AB PMJAY-MA Beneficiary Family Unit henceforth in the document.

- f) **Benefit Risk Cover or Benefit Cover** refers to the annual basic cashless hospitalisation coverage of Rs.10, 00,000/- on family floater basis (Rs.1.0 lakh per family per annum in Insurance mode and above this up to Rs.10.0 lakh in Assurance mode), that the insured families would receive under the AB PMJAY-MA Yojana.
- g) **Bid** refers to a bid containing Qualification Bid and Commercial Bid that is submitted by eligible Bidder for qualification and award of contract in accordance with this Tender Document as per the provisions laid down therein. Bid (s) means collectively, Bids submitted by the Bidders
- h) **Bidder (s)** refers to eligible company which submit their Bids in accordance with this Tender Document
- i) **Bid Validity Period** shall mean the period of 180 days from the Bid Due Date (excluding the Bid Due Date) for which each bid shall remain valid.
- j) **Companies Act** refers to the Companies Act, 2013, provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013.
- k) **Contract** means draft Contract provided to the Bidders which shall be executed between selected agency and SHA for implementation of the Scheme
- l) **Days** mean and shall be interpreted as calendar days unless otherwise specified.

- m) **EHCP or Empanelled Health Care Providers** shall mean and refer to those public or private health care providers who are empanelled by the SHA for providing services to the AB PMJAY-MA Beneficiaries including beneficiaries seeking treatment under portability feature of AB PMJAY-MA under the AB PMJAY-MA.
- n) **Financial Bid refers to** commercial bid submitted by a Bidder, in the format provided in Annexure XII of this RFP.
- o) **Financial Year** Means the accounting year (viz. 1<sup>st</sup> April to 31<sup>st</sup> March) followed by the Bidder in the course of its normal business in India.
- p) **Fraud** shall mean and include any intentional deception, manipulation of facts and / or documents or misrepresentation made by a person or organization with the knowledge that the deception could result in unauthorized financial or other benefit to herself/himself or some other person or organisation. It includes any act that may constitute fraud under any applicable law in India.
- q) **Health Benefit Package** refers to the bundled package of services required to treat a condition/ailment/ disease that insured families would receive under AB PMJAY-MA Yojana.
- r) **Health Insurance Policy** is a contract between an insurer and an individual /group/household/family in which the insurer agrees to provide specified health insurance cover at a particular “premium”.
- s) **Insurer** means the bidder who has been selected by the SHA Gujarat and has agreed to the terms and conditions of the AB PMJAY-MA scheme implementation and has signed the Insurance Contract with the State Government.

- t) **MA Yojana shall** refer to Mukhyamantri Amrutam Yojana managed and administered by the Health and Family Welfare Department, Government of Gujarat for the Below Poverty Line (BPL) families with the objective of reducing out of pocket healthcare expenses and improving access of validated beneficiary family units to quality inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of empanelled health care providers.
- u) **MA Vatsalya Yojana** shall refer to Mukhyamantri Amrutam Vatsalya Yojana managed and administered by the Health and Family Welfare Department, Government of Gujarat based on certain annual income limit of the families or a family belonging to a particular category with the objective of reducing out of pocket healthcare expenses and improving access of validated beneficiary family units to quality inpatient care and day care surgeries (as applicable) for treatment of diseases and medical conditions through a network of empanelled health care providers.
- v) **Material Misrepresentation** shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal, or transaction.
- w) **MoHFW** shall mean the Ministry of Health and Family Welfare, Government of India.
- x) **Qualification** Bid refers to qualification proposal submitted by a Bidder, in the format provided in this RFP.
- y) **Risk Cover** shall mean an annual risk cover of Rs.10,00,000/- (Rupees Ten lakh only) on family floater basis, covering in-patient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment as defined the scheme through a network of Empanelled Health

Care Providers (EHCP) for the AB PMJAY-MA Beneficiary Family Units validated by the State Government or the designated State Health Agency (SHA).

- z) **Successful Bidder** shall mean the Bidder whose bid document is responsive, which has been prequalified and whose financial bid is the lowest among all the shortlisted Bidders and whom the State Government intends to select and with whom it signs the Contract for Field Investigation and Verification audit under AB PMJAY-MA Yojana.
  
- aa) **Scheme** shall mean the AB PMJAY-MA Yojana managed and administered by the State Health Agency, Gujarat.
  
- bb) **Selected Bidder** shall mean the successful bidder who has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the Contract with the State Government.
  
- cc) **Service Area** refers to all the districts in the State of Gujarat for the field investigation and verification of AB PMJAY-MA Yojana.
  
- dd) **State Government** refers to the duly elected Government in the State in which the tender is issued.
  
- ee) **State Health Agency** (SHA) refers to the agency/ body set up by the Gujarat Health Protection Society under the Ministry of Health and Family Welfare Department, Government of Gujarat for the purpose of coordinating, managing and implementing the AB PMJAY-MA Yojana in the State of Gujarat.
  
- ff) **Tender Documents** refers to this Tender Document published on 18<sup>th</sup> September 2024. Without prejudice, the Tender Documents shall include all Addenda issued by the SHA, any written responses of queries and any other documents made available by the SHA to the Bidders from time to time during the Tendering process including the Contract.

gg) **Term** means duration of the Contract, in accordance with the provisions thereof.

### **3. AB PMJAY-MA YOJANA**

The name of the Scheme is the “AB PMJAY-MA Yojana” and shall hereafter be referred to as the AB PMJAY-MA or “Scheme”.

- a) The Gujarat Government, aims to reduce the out of pocket healthcare expenditures and to improve access of families to quality inpatient care and day care surgeries for treatment of diseases and medical conditions pertaining to secondary and / or tertiary treatment through a network of Empanelled Health Care Providers (EHCP), to the beneficiaries for the risk covers as defined below. An annual risk cover of Rs.10,00,000 (Rupees ten lakhs) on family floater basis is provided to AB PMJAY-MA beneficiaries. Out of this Rs.1,00,000/- (Rupees one lakh only) through insurance mode (Insurance Companies’ liability) and above this up to Rs.10,00,000/- (Rupees ten lakhs only) is borne by the State Government (Through assurance mode).
- b) The following benefits are covered for the eligible AB PMJAY-MA beneficiary families under the SCHEME.
- 1) Cashless hospitalization expenses coverage including treatment for medical conditions and diseases requiring secondary and tertiary level of medical and surgical care treatment including defined day care surgeries and follow-up care;
  - 2) Pre- and post-hospitalisation cover;
  - 3) Risk Cover (RC) of Rs. 10,00,000 (Rupees ten lakh only) on family floater basis per eligible AB PMJAY-MA Yojana Beneficiary Family Unit per annum under AB PMJAY-MA Yojana;
- (a) Eligible family will include all members within identified relationships as included in the AB PMJAY-MA and revision of beneficiary details from time to time;

- c) In order to provide above benefits to the eligible AB PMJAY-MA families, Insurance Company performs following tasks (but not limited to):
- a) Setting up of State and District level offices and deployment of staff;
  - b) Providing Preauthorization of Procedures;
  - c) Providing coverage to Beneficiaries availing Portability of Care;
  - d) Claims Processing, and management thereof;
  - e) Claims Payment (up Rs.1.0 lakh per family per annum);
  - f) Audit compliances
  - g) Anti-fraud Activities

The Insurance Company Support SHA in monitoring and evaluation related activities of Scheme implementation. For further details about the Scheme including risk cover, benefit packages and procedures covered, premium payment details, proposed roles and responsibilities of the Insurer and all other relevant details. Bidders are requested to refer the tender document- Selection of Insurance Company for the Implementation of AB PMJAY-MA Yojana in the State of Gujarat, on [www.magujarat.com](http://www.magujarat.com) website for scheme details.

### 3.1. State Health Agency

State Health Agency is the body responsible for implementing public health insurance/assurance scheme AB PMJAY-MA Yojana (Ayushman Bharat Pradhan Mantri Jan Arogya Yojana', Mukhyamantri Amrutam (MA) and Mukhyamantri Amrutam Vatsalya (MAV) Yojana). SHA has been set-up to implement the AB PMJAY-MA at the State level. SHA is governed by a Governing Board Chaired by the Hon'ble Minister (Health and Family Welfare Department), Gujarat. The Chief Executive Officer (CEO), an officer in the rank of Commissioner to the Government of Gujarat manages its affairs. To implement the scheme in the State, State Health Agency under the Gujarat Health Protection Society (GHPS) (a society/trust) have been set up by the State Government. SHA looks after the operational and implementation of the scheme in the State.

### 3.2. Key functions of SHA:

- Formulation of various operational guidelines related to AB PMJAY-MA, model documents and contracts to ensure standardization and interoperability.
- Enforce compliance with, standards for treatment protocols, quality protocols, minimum documentation protocols, data sharing protocols, data privacy and security protocols, fraud prevention and control including penal provisions etc. issued by the NHA/SHA under the scheme from time to time.
- Develop mechanisms for strategic purchasing of healthcare services through AB PMJAY-MA, so as to get best return of Government's investment. Create conducive conditions for strategic purchasing by preparing list of packages and their rates and updating those from time to time using a transparent, predictable and evidence-based process. Set up effective and efficient mechanisms to pay to the health care providers through electronic payment systems.
- Set up systems and processes for convergence of AB PMJAY-MA with other health insurance / assurance schemes. This will include schemes being implemented by both states and central governments.
- Explore options including ways to link AB PMJAY-MA with the larger healthcare system, especially primary care, in consultation with NHA, New Delhi.
- Work closely with Insurance Company, hospitals and other stakeholders.
- Effective implementation of AB PMJAY-MA across the State and its regular monitoring including taking course corrective actions, as and when required.
- Coordination with various State Governments on a regular basis for implementation of AB PMJAY-MA.
- Carrying out awareness activities for informing beneficiaries and other stakeholders about the schemes.
- Prevention, detection and control of frauds and abuse.
- Grievance redressal for all stakeholders at various levels.

- Act as Data fiduciary and is responsible for security of the personal data and health records.
- Setup an efficient monitoring system for the scheme
- Ensure interoperability, standardization and convergence amongst schemes of central ministries.
- Develop strategic partnerships and collaboration with central governments, other public and private institutions including not-for-profit institutions, banks, insurance companies, academic institutions including universities, in areas relevant to the objectives of AB PMJAY-MA.
- Generate evidence for the policymakers from schemes data and other research/evaluations so as to facilitate evidence-based-decision making and policy formulation by the State Government.
- Act as apex body to implement AB PMJAY-MA.
- Take any decision related to the implementation of the scheme, recruitment and hiring of staff, disbursement of grant in aid to the districts, and issue relevant directions from time to time, as required.
- Any other activities assigned by the NHA or H&FW Department, Gujarat from time to time.

Bidders are requested to visit <https://pmjay.gov.in> and [www.mayojana.com](http://www.mayojana.com) for details.

#### **4. Detailed Scope of Work**

SHA intends to select a service provider which can conduct a Medical audit, Field Investigation and Verification audit under AB PMJAY-MA Yojana. It is also envisaged that the services of successful service provider shall be utilized at SHA level as mentioned in the scope of the services in the RFP. The scope of issuing this RFP (Request for Proposal) is to select a service provider for conducting **audit (medical audit, field investigation and field verification audit) of 2% to 3% of AB PMJAY-MA Yojana cases, randomly selected on daily basis** in Gujarat.

The following is the envisaged scope of work under this RFP. It is clarified that the scope of work is not exhaustive but indicative in nature and not limited to the scope provided here and the selected agency shall undertake such other tasks, within the scope of the RFP, as may be necessary to implement the scope and the project efficiently and effectively in order to achieve the desired objectives.

#### 4.1. Project Background

The SHA envisage the agency to conduct audit **of 2% to 3% of AB PMJAY-MA Yojana cases, randomly selected on daily basis which the SHA suspects and** requires to get audited in the field. For every case/claim which is to be audited, written instructions with the case/claim details will be issued by the SHA Gujarat to the service agency. Allocation of these cases shall be on the basis of SHA's field experience/observations and cases shared by the NHA as triggered cases to the SHA Gujarat. The allocation of these cases/claims for audit shall be on random basis (The indicative list of triggers defined by the NHA under AB PMJAY-MA Yojana is attached as Annexure-XIII).

#### 4.2. Definition of Medical Audit, Field Investigation and Verification

##### a. Medical Audit

A medical audit is a systematic review of an episode of medical care with a step-by-step analysis of the medical procedure performed by a provider against the explicit criteria of necessity, quality of care and cost. It includes an in-depth analysis of the procedure performed and verification of associated clinical notes, diagnostics, and documentation to validate if:

- Was the procedure actually carried out?
- If carried out, was it medically justified or necessary?
- Could the case have been treated more conservatively?
- Does the hospital have necessary infrastructure, facilities and manpower including specialists for carrying out said procedure?

Medical Audit is of two types- Desk Audit and Field Audit (hospital audit and beneficiary audit).

i. Desk Medical Audit

During this process, the medical auditor conducts an audit from her/his desk, without visiting the hospital. S/he verifies case-related documents (prescription, clinical notes, investigation reports, discharges summary, etc.) presented by the hospital at the time of pre-auth request or claim submission. The purpose is to ascertain the necessity of treatment, qualifications of treating doctor and authenticity of claim as evidenced by the documents.

ii. Field Medical Audit

a) Medical audit at hospital:

During this process the medical auditor visits the hospital premises to conduct live audits on flagged cases, reviews indoor case papers, clinical/operative notes etc. of suspect claims. During the process, the auditor also reviews associated hospital infrastructure and availability of required specialists/ resource, meets the treating doctor to establish if the procedure was performed in the facility ensuring appropriate quality of care. At the time of audit, if AB PM-JAY-MA beneficiaries are admitted in the hospital, then the auditor conducts live audits to establish the correctness of information recorded in the documents, necessity of treatment and obtain any feedback of the patient regarding the quality of service, and whether all benefits of the scheme were made available to her/him.

b) Beneficiary Medical audit:

In case the patient has already been discharged and as need be, the medical auditor may visit beneficiary's home to revalidate/corroborate the information/case papers etc. collected from the hospital and the procedure blocked/claim submitted.

**b. Medical Audit can be done at the time of**

i. Pre-authorization

During this stage, the empanelled health care provider raises a pre-authorization request specifying the patient symptoms, diagnosis and procedure to be done for approval. The PPD reviews the case and may choose to request additional documents or conduct a medical audit (primarily desk medical audit) as needed. Fraud triggers may also flag the pre-auth request as 'suspicious' if it meets certain pre-defined criteria. After reviewing the documents submitted by the hospital, PPD or SAFU may either approve, deny, raise a query or refer the case for field investigation.

ii. Before the beneficiary is discharged

During hospitalization stage, fraud triggered cases or the cases flagged by PPD are sent for medical audit. If fraud is confirmed before the discharge, then case is sent for action/denial of pre-authorization and if confirmed as non-fraud, the case is processed on merits as in normal course.

iii. After the beneficiary is discharged

In case of post-discharge or at the time of claim adjudication/ payment of the claim, the fraud triggers highlight certain cases as "suspect" these would need medical audit. Desk medical audit in these cases would be done by SHA/Insurance Company/ ISA for prima-facie/ fact verification to ensure that any apparent false positives are filtered out. If the case remains suspect post first level scrutiny, then the case will be sent for field investigation or field medical audit depending on the nature of fraud trigger and the evidence needed for verification.

Non-Medical individuals may also undertake field investigations in cases which do not require specialised medical knowledge such as cases where one needs to ascertain the identity of the beneficiary or if the treatment actually happened or to collect any additional documentation from the

hospital and capture general observations around the hospital and provide the inputs for further confirmation of fraud. A field investigation may be done instead of raising a query to the hospital so that the hospital does not fabricate or manipulate the existing documents.

### c. Process Flow

#### i. Process flow of Desk Medical Audit

The medical auditor verifies case related documents (prescription, clinical notes, investigation reports, discharges summary, etc.) submitted/uploaded by the hospital at the time of pre-auth request or claim submission, with a purpose to ascertain the necessity of treatment and authenticity of claim.

This audit is primarily based on the scrutiny of medical documents submitted by the hospital. Source of desk medical audit can be any suspicious case basis fraud triggers in the system, inputs received from the field, local intelligence, media, call centre etc. Desk medical auditor may further send the case for field medical audit or field investigations.

#### ii. Process flow of Field Medical Audit

In case any aberration is identified during the desk audit, the case is referred for a Field Medical Audit. The team verifies the detailed case notes related to the triggered claim(s) and the hospital infrastructure and human resource. The details provided by the hospital at the time of empanelment are compared with the actual available functioning facilities. The facts noted at the time of visit are noted in consensus with the hospital representative. In addition, observations and case specific details are noted.

### 4.3. Field investigation and verification;

Field investigation and verification under AB PMJAY-MA can be conducted in cases which do not require specialized medical knowledge such as cases where one needs to ascertain the identity of the AB PMJAY-MA beneficiary

or if the treatment actually happened or to collect any additional documentation from the hospital and collect general observations around the hospital and provide the inputs for further confirmation of fraud. A field investigation may be done instead of raising a query to the hospital for more effective handling of suspect cases. It can be conducted at two levels;

- i. After pre-auth approval and before discharge – Investigator will collect the details related to presenting and current symptoms/complaints, package booked, and treatment given to beneficiary at the hospital. Investigator will also collect all the details related to presenting and current complaints from the beneficiary. The beneficiary will also be asked if any money has been sought by the hospital for the said treatment.
- ii. After discharge – If the patient is already discharged and if required, then the investigator carries out a home visit and interacts with the patient and their attendants to collect relevant details related to the services claimed by the hospital and may collect/verify – image of scar for the surgical intervention, discharge summary, post hospitalization medication and if any money was charged by hospital.

#### 4.3.1. Field investigation can be of three types;

*a. Field investigation and verification at hospital:* During the process of field investigation and verification, investigator visits the hospital premises to collect real time or post facto (as case may be) information on the triggered cases. During the process, the investigator will collect indoor documents related to the claim, information about hospital infrastructure and availability of specialists/ resource, meet treating doctor etc. At the time of visit, if AB PMJAY-MA beneficiaries are admitted in the hospital, then the investigator will interact with them and verify information as recorded in the documents, and obtain feedback of the patient regarding the quality of service, benefits of the scheme or money being charged by the hospital.

*b. Discrete on ground intelligence/information collection:* During the process of field investigation and verification, while the investigator visits the hospital, s/he shall also collect on-ground intelligence/information from the surroundings of hospital discretely about possible/suspected hospital malpractices. Investigator shall avoid collecting vague information or hearsay. Investigator shall emphasise on collection of evidence-based tips /intelligence /information.

*c. Beneficiary residence/home visit:* In case the patient is already discharged and as need be, the investigator may visit beneficiary home to collect information/case papers etc. for the procedure blocked/claim submitted by the hospital.

Note: Guidelines issued by NHA/SHA on Medical/Field Audits from time to time shall be applicable.

#### 4.4. Terms of Reference

To ensure continuous support to the projects undertaken by SHA, it proposes to select agency having proven expertise for the scope of work.

The following are the Terms of Reference:-

1. The empanelment would be done for the entire State for Medical audit, Field Investigation and Verification.
2. If an empaneled agency declines to participate in financial tender despite availability of capacity, it may be de-empaneled.
3. Subcontracting to any other agency would not be allowed.
4. Selection would be done for entire State based on the evaluation criteria as mentioned in Section 7 of this RFP.
5. Suitable qualified agency will be selected for a period of **two (2) years**, subject to renewal for another one (1) year based upon satisfactory performance and feedback.

6. The selected agency would be allowed to scale-up the resources (as per GFR norms) within a stipulated time (as decided by the SHA), if required, before allocation of work.
7. In case of performance issues, the contract can be terminated with immediate effect at a notice of **three (3) months** to the empaneled agency.
8. The agency engaged for scope of work defined above would be engaged for Gujarat and cannot refuse work till the capacity for the same is available, else it may be terminated.
9. The professionals have to use their own laptops, mobile phone, data cards, development software licenses, vehicle, office space etc. for doing the project work.

#### 4.5. Geographical Scope

Any work related to project shall be done on site i.e. at investigation location. However, for requirement gathering, project discussions the resources may have to come to the SHA's office as may be desired.

#### 4.6. Scope of Work

1. To conduct **audit (medical audit, field investigation and field verification audit) of 2% to 3% cases, randomly selected on daily basis**
2. Conducting Medical audit, Field investigation and verification under AB PMJAY-MA as per SHA/NHA guidelines.
  1. Interaction with live AB PMJAY-MA patient at the time of hospital visit and record findings and observations as per SHA/NHA investigation framework.
  2. Initiate home visits to interact with AB PMJAY-MA beneficiary **when needed in 2 to 3% cases** and record findings and observations, if required.
  3. Submission of investigation findings and observations in required standard format **on online portal** within stipulated time – 3 working days or as decided by the respective SHA.
  4. Leveraging investigation tools/technologies as prescribed by SHA or NHA, for real time/near real time investigation and verification.

5. Free of cost inputs for enhancing investigation operational guidelines.
6. Preparation and Planning for medical, field investigation and verification:
  - Ensure authority letters and approvals are in place.
  - Investigation objectives and roles shall be clearly defined to the investigator.
  - Ensure that the investigator is trained for investigation.
  - Investigator shall be well versed with tools and formats and shall be handy.
  - Investigator shall have all information pertaining to the case, the hospital, and the beneficiary handy to compare with the actuals at the time of visit.
7. Reporting of medical, field investigation and verification findings:
  - Medical, Field investigation and verification report shall be in accordance with SHA/NHA guidelines.
  - The findings of medical, field investigation and verification shall be compiled in a logical sequence.
  - If investigation and verification is being carried out using mobile app then real time or near real time reports shall be submitted to the respective SHA.
  - Offline reports shall be submitted to the respective SHA within 3 working days of investigation.
  - The observation shall be unbiased and factually correct.
  - Report shall be submitted with all supporting evidences

#### 4.7. Expected Volumes

Type	Annual Expected Volume of Claims*
Hospital Audit and Beneficiary audit (during hospitalization) and Beneficiary audit (post-discharge through home visit)	45,046

Note: \*The no. of claims are approximate.

- The claims assigned to the service agency may be the claims which have already been audited by the Insurance Company/TPA.

- As per GEM guidelines, the buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration. Any variation beyond 25% will require the approval of the competent authority. Further, post contract variation (if such an event occurs) carried out in the form of an amendment shall be published by SHA on GEM portal.

#### 4.8. Resources

1. All the resources proposed should have a letter of association/engagement (LOA) with the agency before the last date of submission of the bid to SHA.
2. An undertaking from the proposed resource(s) shall be submitted mentioning that they have not provided such LOA for this purpose to any other bidder/bid for the period of the validity of this particular bid.
3. Different profiles need to be proposed against different roles.
4. The bidder shall ensure that the resource should have; Tab/Mobile phone with hands free, Good mobile network and internet connectivity, Laptop/desktop (for doctors and office staff) and a vehicle arrangement/provision for field travelling.
5. SHA does not encourage replacement of resources unless it has been explicitly asked for by SHA. If, however, due to some pressing needs, the agency proposes a replacement of resource(s), the proposed resource(s) shall have similar/ better profile as compared to the resource(s) being replaced with regards to academic profile, relevant work experience and relevant technical expertise. CV of such resources may be provided for approval to SHA two (2) weeks prior to relieving of resource to be replaced. In case a suitable replacement is not found within the stipulated time then penalties as outlined in section 9.2 will apply.
6. SHA shall reserve the right to interview resource(s) proposed by the empaneled agency.
7. The resources proposed shall necessarily be an Indian citizen.

8. The agency shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
9. Bidders should note that, during any subsequent stages of this procurement, SHA may ask for background check and/or security verification (Police verification) of resources proposed by the Bidder and Bidders needs to comply with the same. This is necessary considering the criticality of the Project.
10. Empaneled agency to propose resources to be deployed on the project along with the CV format as prescribed in Annexure-III, section 12.5 at the time of on-boarding.
11. Different profiles need to be proposed against different roles.
12. The doctor should be able to
  - a. Multitasking i.e. using laptop/desktop and mobile phone.
  - b. Flexibility to work on Weekends and Holidays.
  - c. Good interpersonal communication skills
  - d. Knowledge of Hindi/English is must. Candidates with additional knowledge of Gujarati etc. would be added advantage
  - e. Should demonstrate patience and compassion towards the citizens.
- 13. No Sub-Contracting: The Successful Bidder shall not assign or sub-contract in whole or in part the Contract, in any manner. The Successful Bidder shall be mandated to provide Salary Slips, PPF slips (wherever applicable) of each team member posted under the Contract/Scheme in Gujarat to the SHA quarterly.**

## **5. Instructions to Bidders**

### **5.1. Objectives of this RFP**

The State Health Agency (herein after to be referred as SHA), through this RFP, invites Proposals from reputed firms (hereafter referred as 'Bidders or Service Providers') for selection of service providers which can meet the evaluation criteria specified in this RFP and deliver the scope. SHA intends to select agency

which can provide services to SHA Gujarat. The project information and the broad scope of work is detailed in Section 4 of this RFP.

## 5.2. General

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions to meet the requirements specified in the RFP.
2. 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.
3. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of SHA.
5. SHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of SHA.
6. This RFP document is non-transferable.
7. The RFP should not be used to market the bidder's product or services.

## 5.3. Availability of RFP Document

The Bid document can be downloaded for free from [www.gem.gov.in](http://www.gem.gov.in) The RFP document is available for download on all days and 24 x7 till the last date of submission of bids.

## 5.4. Bid Security Declaration/EMD

1. The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) for an **amount of ₹10 lakh** as bid security fee in the form of a account payee demand draft issued by any nationalized or scheduled commercial bank (of India) on the name of 'Gujarat Health Protection Society'.

2. A copy of the bid security/ EMD should be uploaded on the [www.gem.gov.in](http://www.gem.gov.in) and the original is to be submitted in a separately sealed envelope. Bids submitted without the EMD, or without adequate EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
3. EMD in any other form will not be accepted.
4. EMD must remain valid for at least 45 days beyond the final bid validity period i.e (180 + 45) days and the validity of the EMD should be extended in the event the last date of bid validity is extended. No interest will be payable by the SHA on the EMD.
5. The EMD is required to protect SHA against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (9) below.
6. EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
7. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in Annexure IV) by the successful Bidder.
8. In case the EMD is not received within the stipulated deadline (provided in fact sheet) then SHA 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.
9. The EMD may be forfeited: If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP. If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words that would prevail over amount in figures.

## 5.5. Bid Preparation Costs

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

## 5.6. Consortium/Sub-Contracting

Bidding as a consortium under this RFP is **not allowed** for implementation of any component under the scope of this project. The bidder **shall not be permitted** to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of the SHA.

## 5.7. Debarment from Bidding

1. A bidder shall be debarred if he has been convicted of an offence–
  - a) Under the Prevention of Corruption Act, 1988; or
  - b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in this bidding process for a period not exceeding three years commencing from the date of debarment.
3. A bidder shall submit only one bid in a particular bidding process. In case of a holding company/firm/trust having more than one independent unit or more than one unit having common business ownership/ management,

only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/Associated/Allied concern(s) participating or applying against the same tender, shall lead to disqualification of bidders. Sister/Associated/Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/Partner/Member/Owner. A bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of proprietorship/ partnership Firm/Limited Liability Partnership/ Private Limited/ Limited company/ Society registered under Society's Act/ Statutory Bodies/ any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- a) individual or proprietorship format and / or
- b) a partnership or association of persons format and / or
- c) a company format

whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of person's format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds;
  - a) more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
  - b) is director and / or Key Managerial Personnel of the company which has submitted a bid, or
  - c) holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Earnest Money Deposit for all such bids shall be forfeited. Not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the security & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

#### 5.8. 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 or letter of authorization.

The Authorized Signatory representing the Bidder shall digitally sign all bid documents uploaded on GEM Portal ([www.gem.gov.in](http://www.gem.gov.in)) and attach a scanned copy of the physically signed and stamped Integrity Pact, Letter of Authorization/board resolution/power of attorney and the EMD.

#### 5.9. 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.

## 5.10. 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:
  - a) Include all documentation specified in this RFP;
  - b) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
  - c) Comply with all requirements as set out in this RFP.

## 5.11. Late Bids

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in 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 etc. shall not be considered. No correspondence will be entertained on this matter. SHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. SHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. The SHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. SHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum or by intimating all bidders, in writing or through e-mail, in which case all

rights and obligations of SHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### 5.12. Proposal Submission Format

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 6.4 for the format for Proposal Submission.

#### 5.13. Amendment of the RFP

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

#### 5.14. Bid Validity

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. SHA may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests. The validity of the EMDs as requested in Section 5.4 should also be suitably extended if called upon to do so by SHA.

#### 5.15. Right to the Content of Proposal

All bids and accompanying documentation of the bid proposal will become the property of SHA and will not be returned after opening of the bid proposals. SHA 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.

SHA 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.

#### 5.16. Disqualification

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

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period;
8. The information submitted in the Pre-qualification 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;
9. The Commercial Proposal is enclosed as Annexure-XII.

#### 5.17. Confidentiality

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

#### 5.18. Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the SHA

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, SHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate PBG, as the case may be.

2. Without prejudice to the rights of SHA under clause above and the rights and remedies which the SHA may have under the Agreement, If a Bidder is found by SHA 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 SHA during a period of 3 years from the date such Bidder is found by SHA 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.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing 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 SHA 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 SHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the

execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of SHA in relation to any matter concerning the Project;

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

#### 5.19. Right to Terminate the Process

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

#### 5.20. Conflict of Interest

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 (**bidder runs hospital empanelled under AB PMJAY-MA or**

**is in agreement with Insurance Co.)**. In the event of disqualification, the SHA shall take appropriate action and as mutually agreed genuine pre- estimated compensation and damages payable to the SHA for, inter alia, the time, cost and effort of the SHA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the SHA hereunder or otherwise.

1. SHA requires that the agency provides professional, objective, and impartial services and at all times hold the SHA's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the SHA.
2. Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - c) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
  - d) There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the agency will depend on the circumstances of each case. While providing services to the SHA for this particular assignment, the agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

e) A firm hired to provide similar services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

3. 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 the completion of this assignment; provided further that this restriction shall not apply to services performed for the SHA in continuation of this project or to any subsequent services performed for the SHA where the conflict of interest situation does not arise.

4. 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 SHA 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 SHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or other wise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

## **6. Bid Process**

### **6.1. Pre-Bid Queries**

Any clarification regarding the RFP can be submitted to SHA as per the submission mode and timelines mentioned in the Fact Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure-I of this RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time

mentioned in the fact Sheet shall not be entertained by SHA. Further, SHA reserves the right to issue or not issue any responses/clarifications/corrigendum at its own discretion.

## 6.2. Pre-Bid Meeting

SHA will organize a pre-bid meeting with the prospective bidders as per details provided in the 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 meeting.

## 6.3. Responses to Pre-Bid Queries and Issue of Corrigendum

1. SHA will endeavor to provide timely response to all the queries. However, SHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, SHA 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 SHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the GEM portal or [www.magujarat.com](http://www.magujarat.com) or emailed to respective bidders.
4. In order to provide prospective bidders reasonable time for taking the corrigendum in to account, SHA may, at its discretion, extend the last date for the receipt of RFP Proposals.

#### 6.4. Bid submission format

1. A single packet bid system will be followed for this RFP with least cost system i.e. L1 selection criterion. The bids to be submitted by bidders on GEM are –
  - a) Bid securing declaration/EMD (Fee)
  - b) Pre-Qualification Bid
  - c) Technical Bid
  - d) Commercial Bid
2. The bids are to be submitted electronically on GEM on or before the last date of proposal submission. Bids not uploaded on GEM portal or submitted only in physical will lead to rejection of the bid.
3. The bid response of the Bidder to be submitted and uploaded on GEM against this RFP.
4. As part of the bid, bidder should provide one (1) copy of the Pre-qualification bid, and the Technical bid in hard copy (each page should be signed and sealed and should be the copy of the same document uploaded on the GEM portal) along with Bid Securing declaration/ EMD (Fee) in a sealed cover.
5. This RFP process will be administered through the GEM portal. The bidders are required to submit soft copies of their bids electronically on the GEM 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 GEM portal. Enrolment on the GEM portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on GEM (please visit- [www.gem.gov.in](http://www.gem.gov.in)). For understanding, bidders are thus advised to go through such instructions (as published on GEM) and take necessary assistance through the GEM call center (if required) in order to properly submit their bids on time.
6. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals.
7. The Proposal is to be submitted under single covers with the contents of the bids as under-

<b>S.No.</b>	<b>Bid covers</b>	<b>Bid submission</b>
1.	Bid Securing declaration/ EMD (Fee).	a) Scan copy of bid securing declaration/EMD (Fee) to be uploaded on GEM portal and original securing declaration/EMD (Fee) to be submitted in a sealed cover at SHA office.
2.	Pre- qualification bid.	a) Scan copy of Pre- qualification bid to be uploaded on GEM portal and original to be submitted in a sealed cover at SHA office. b) Signed pre-contract Integrity Pact as per Annexure V (Pre-contract Integrity Pact) c) Power of attorney/Board Resolution as per section 5.8 (Authorized Signatory and Authentication of Bids). d) Check list of all documents submitted
3.	Technical bid	a) Scan copy of Technical Proposal as per section Technical Evaluation Criteria along with the required supporting documents/ forms specified in Technical Proposal Format to be uploaded on GEM portal and original to be submitted in a sealed cover at SHA office. b) Check list of all documents submitted
4.	Commercial Bid	e) Commercial Proposal as per the required supporting documents/forms specified at Annexure XII (Commercial Proposal Format) is to be uploaded only on GEM portal.

*Table 1: Bid submission format*

Note- Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

8. The response to pre-qualification bid and technical bid (as mentioned in the previous paragraph) should be placed in same folders on the GEM as per the instructions.
9. Please note that prices must not be indicated in the pre-qualification bid and technical 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 SHA.
10. The pre-qualification bid and technical 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 SHA.
11. The Original Bid securing declaration / EMD, Original power of attorney / board resolution and Original signed integrity pact, pre-qualification bid and technical bid is required to be submitted manually at SHA's office in a sealed cover and a scan copy of Bid securing declaration/EMD, power of attorney/board resolution, signed integrity pact, pre-qualification bid and technical bid needs to be uploaded on GEM by the bidders on or before last date & time of bid submission. While submitting the original Bid securing declaration/EMD, power of attorney/board resolution, Integrity pact, pre-qualification bid and technical bid, the Bid securing declaration/EMD, power of attorney/board resolution, Integrity pact, pre-qualification bid and technical bid should be placed in a sealed cover and the envelope be super scribed as "Bid securing declaration and Integrity pact for RFP- Selection of Agency for conducting Audits (Medical Audit, Field Investigation and Verification) under AB PMJAY-MA Yojana in the State of Gujarat, Dated\_\_\_\_\_ along with bidders name mentioned on the cover. Original Bid securing declaration/EMD, power of attorney/board resolution, signed integrity pact, pre-qualification bid and technical bid must be submitted on

or before the last date of submission at the following address-Additional Director (Medical Services), Commissionerate of Health Office, 1<sup>st</sup> Floor, Block No.-5, Dr. Jivraj Mehta Bhavan, Gandhinagar, Gujarat.

12. As part of the bid, bidder should upload the Commercial bid online only on the GEM portal. The commercial bid should be a complete document and should only be submitted online only in 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 SHA.
13. 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.
14. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
15. Each document submitted by the bidder in pre-qualification and technical proposals must be duly signed by the authorized signatory as per section 5.8 (Authorized Signatory and Authentication of Bids).

## 6.5. Selection of Bidders

### *6.5.1. Opening of Proposals*

The Proposals will be opened by SHA in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify their bona fide for attending the opening of the proposal. The Technical Proposals of only those bidders will be evaluated who clears the Pre-qualification stage.

### *6.5.2. Preliminary Examination of Proposals*

SHA 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 SHA 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 Letter of Authorization/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

#### *6.5.3. Clarification on Proposals*

During the RFP evaluation, SHA 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.

## **7. Evaluation Process and Criteria**

### *7.1. Evaluation process*

After the due date of bid submission, SHA shall open each of the bid proposals of bidders on GEM in the presence of bidder's representatives if present and attending. For the purpose of bid opening and proposal evaluation SHA, 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-

#### *7.1.1. Stage 1: Pre-Qualification*

1. SHA shall open "Pre-Qualification Proposal" on GEM 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 7.2.1 (Pre-Qualification Criteria) is MANDATORY. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.

2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure-II (Pre-Qualification Proposal Format)). A checklist has to be created with proper page-wise indexing of all supporting documents.

#### *7.1.2. Stage 2: Technical Evaluation*

1. “Technical Proposal” will be evaluated only for bidders who succeed in Stage 1.
2. SHA 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 SHA’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 7.2.2 (Technical Evaluation Criteria).

#### *7.1.3. Stage 3: Commercial Evaluation*

1. The Commercial Bids of only those bidders who qualifies technically will be opened by the EC (Evaluation Committee –constituted by SHA) 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. The bid price will include all taxes and levies and shall be in Indian Rupees.
5. Only fixed price commercial bids indicating price mentioned in the table in Annexure XII of the RFP shall be considered.

6. If there is a discrepancy between words and figures, the amount in words will prevail.
7. In case of an abnormally Low Bid, i.e., one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price- SHA may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, SHA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, SHA may reject the Bid/Proposal.

#### *7.1.4. Opportunity to Represent*

Evaluation Committee may provide opportunity to the bidders (in writing) and seek written response from such bidders, whose proposals, in view of the evaluation committee, are not substantially responsive as per the evaluation criteria stated in this RFP stating the reason and asking the bidder to reply and represent against the stated rejection.

#### *7.2. Evaluation Criteria*

SHA 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 SHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with SHA. SHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformation on their proposals. During the Proposal Evaluation, SHA 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. SHA may constitute an RFP Evaluation Committee to evaluate the proposals of the bidders. The evaluation committee constituted by the SHA shall

evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section. SHA (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical evaluation and the requisite support must be provided by the Bidder.

The evaluation criteria are as follows-

### *7.2.1.Pre-Qualification Criteria*

The Bidder's pre-qualification proposal will be evaluated as per the criteria specified in section 7.2.1 (Pre-Qualification Criteria) and section 7.2.2 (Technical Evaluation Criteria). 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 Annual Audited financial statement report.
Turnover	The total amount of net receipts, from activities in the normal course of business (as per specifications at #5 in the below table), as per the annual audited report
Financial Year	The 12-month period commencing 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.

*Table2-Terms and Definitions for PQ Criteria*

<b>S. No</b>	<b>Pre-qualification Criteria</b>	<b>Documents Required</b>	<b>Compliance (Yes/No)</b>	<b>Page no. in the Proposal</b>
--------------	-----------------------------------	---------------------------	----------------------------	---------------------------------

1	<p>Agency should be-</p> <p>a) a registered private or public owned company incorporated under Companies Act 2013 or earlier, in India</p> <p>or</p> <p>a Limited Liability Partnership Company under Limited Liability Partnership Act, 2008,</p> <p>or</p> <p>A registered NGO, NPO, a society or trust registered under Indian Trusts Act, 1882 or incorporated under the Indian Societies Act, 1860</p> <p>b) and Registered with the GST Authorities and</p> <p>c) Agency should have a valid PAN number</p>	<p>a) Certificate of Incorporation (copy); or any other copy of Certificate as applicable.</p> <p>b) GST Registration certificate issued by GST authorities (copy)</p> <p>c) PAN Card (copy)</p>		
2	<p>The agency must have at least <b>100</b> personnel on permanent employment or on contract (of which at least <b>5</b> should be minimum MBBS doctor and other than this at least 2 should be MS/ MD /DNB / PG diploma in clinical subjects).</p> <p>All doctors must have</p>	<p>Medical staff: -</p> <p>Educational Certificate of doctors and certificate from HR confirming the same and offer letters issued to the doctors.</p>		

	<p>medical registration (MCI/State) and must have minimum 3 years of clinical practice or auditing /investigation of insurance claims in general and health insurance in particular, as on the date of application.</p> <p>Rest, non-MBBS medical doctors/ allied doctors such as BDS/BHMS/BUMS/BAMS and non-medical computer literate graduates with insurance background and must have good communication skills in English, Hindi, and local/regional languages. All these personnel must have minimum 3 years of experience for investigation or auditing insurance claims in general and health insurance, as on the date of application.</p>	<p>Non-medical staff: - Certificate from HR head or authorized signatory confirming the same.</p>		
3	<p>The Agency must have an annual turnover of at least ₹ <b>5.0</b> Crore in either of the last two financial year (2021- 22) and (2022-23).</p>	<p>Audited financial statements for last financial year or statutory</p>		

		auditor certificate specifying the turnover for the specified year.		
4	The agency should not have any conflict of interest.	Certificate as per format specified in Annexure-II, Form PQ 5 of this RFP.		
5	Should not have been blacklisted by any central / state Government institution/Insurance company/ TPA and there should be no proven charges in a litigation with any government department on account of similar services must be submitted.	Certificate as per format specified in as per Annexure-II, Form PQ6 of this RFP.		
6	The Bidder should not be involved in any litigation which may include but not limited to fraud, FEMA violations that may have an impact of affecting or compromising the delivery of services as required under this contract	Certificate as per format specified in as per Annexure-II, Form PQ4 of this RFP.		

7	As on date of submission of the proposal, the Bidder should not be debarred under the conditions specified in sub-section 5.7 (Debarment from Bidding) of the RFP.	Certificate from the Key Managerial Personnel as per the format mentioned at Annexure-II. Form PQ7 of this RFP.		
8	The Bidder should have experience of successfully handling of at least medical audit services of <b>10000 health claims</b> in a Government scheme in any <b>one</b> of the three preceding financial year (2021-22, 2022-23 and 2023-24).	True certified copies of work orders/LoA.		

### 7.2.2. *Technical Evaluation Criteria*

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

Note-

1. To qualify in the technical evaluation stage, it is mandatory for the bidders to qualify in each of the sections and sub-sections specified against each sub evaluation criteria (provided in later sub- sections). It is clarified explicitly that if any bidder fails in any one sub-section then the bidder will be disqualified.

2. The bidders who qualify in each sub-section of technical evaluation shall be declared technically qualified.
3. 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.

#### 7.2.2.1. Proposed Resources

1. For a project of such a scale and complexity, it is imperative that the bidder should deploy best in class professionals to ensure successful execution of this project.
2. All proposed resources should be Indian citizens. SHA may at any point in time during the course of the project ask for a proof of the same.
3. The bidder will, in its bid, include the names and detailed Curriculum Vitae (CV) of their key resources (as specified in the table below) in the CV format as given in section 12.5 of Annexure III of this volume of the RFP.

#	Criteria	Minimum Criteria
1	Number of MBBS Doctor(s) associated with the firm.	<b>5</b> MBBS doctors with medical registration (MCI/State) and with minimum 3 years of experience
2	Number of MD/MS/DNB/PG diploma Doctors associated with the firm.	2 doctors MD/MS/ DNB/PG diploma in clinical subjects with minimum 3 years of experience (In addition to above <b>5</b> MBBS doctors).
3	Number of non-MBBS medical doctors/ allied doctors such as BDS/ BHMS/ BUMS/ BAMS	At least 10 non-MBBS medical doctors/ allied doctors such as BDS/ BHMS/ BUMS/ BAMS with minimum 3 years of experience.
4	Resources with experience in medical audits, Field investigation and verification of Mass health schemes/ private Health Insurance.	At least <b>21 Staff</b> with experience in medical audits/ Field investigation and verification of Mass health schemes/ private Health Insurance ( <b>as per attached Annexure XV</b> ).

CVs of all the personnel should be submitted along with the proposal in the format as mentioned in Annexure-III, section 12.5.

Note: Out of the **100 manpower**, 10 non-MBBS medical doctors/allied doctors (BDS/ BHMS/ BUMS/ BAMS) and **21 auditors (as per Annexure XV)** are to be deployed in field. Rest will support the audit by performing joint visits in the field based on the nature and type of the audit claim. Among the **7 doctors, 2 specialist doctors** are allowed to work remotely. However, they will require visiting the field at least once every month. All manpower engaged in Gujarat should be full-time employees of the agency (after the allotment of letter of award).

#### *7.2.2.2. Commercial Evaluation Criteria*

1. Bidders qualifying the technical evaluation criteria will be eligible for financial bid evaluation.
2. Bidder's needs to provide their commercial bid as per the format provided in the RFP (Annexure-XII- Commercial Proposal Format)).
3. The Commercial Bids will be opened by the EC (Evaluation Committee – constituted by SHA) in the presence of the bidder's representatives.
4. Commercial evaluation shall be conducted on the basis of the total price (₹ 'X') quoted by the respective bidders and basis that bidders will be placed at L1 (i.e. at lowest cost or discovered rate), L2 and so on. Selection shall be based on least cost system i.e. L1 method
5. Any conditional bid would be rejected.
6. The bidders are required to quote the unified rate for Cost per claim ID as mentioned in Annexure-XII of the RFP.
7. The bid price will include all taxes and levies and shall be in Indian Rupees.
8. If there is a discrepancy between words and figures, the amount in words will prevail
9. In case of an abnormally Low Bid, i.e., one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price- SHA may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to

scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after performing the commercial analyses, SHA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, SHA may reject the Bid/Proposal.

10. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

## **8. Award of Contract and Payment Terms**

### 8.1. Award Criteria

1. SHA will award the Contract to the successful bidder (i.e., best valued 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 7 of this RFP).
2. The contract with the agency shall be for the period of **two (2) years** subject to renewal for another One (1) year based on satisfactory performance and requirement of SHA.
3. An agreement will be signed with the qualified agency.

### 8.2. Letter of Award

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

### 8.3. Allocation of Work

The work shall be allotted in the following manner-

1. The SHA expects agency to deploy investigators in each district of Gujarat.

2. The L1 rate shall be called as the discovered rate.
3. Contract period of these services would be as per RFP.
4. Allocation of work shall be done on the basis of L1 rate/discovered rate.

#### 8.4. Performance Guarantee

The SHA will require the selected bidder to provide at selected bidder's cost an unconditional, irrevocable and continuing Performance Bank Guarantee/Performance security equivalent to **5%** of the Total value of contract within 7 days from the Notification of award of work order. The Performance Guarantee shall be kept valid by the bidder till completion of the work order. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the work order. In case the selected bidder fails to submit performance guarantee within the time stipulated, the SHA at its sole discretion may cancel the work order without giving any notice. SHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or SHA incurs any loss due to Bidder's negligence in carrying out the work order as per the agreed terms & conditions. The performance guarantee/security is to be submitted as per format indicated in Annexure-IV of this RFP.

#### 8.5. 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 intent.
2. Within 7 days of issuance of acceptance of LOA, the successful bidder shall execute the Services Agreement/contract and the Non-disclosure agreement (NDA) in this RFP.
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 SHA in its sole discretion), the SHA shall have the right to reject the successful bidder and award the work to the next successful bidder along with blacklisting of the said bidder from the AB PMJAY-MA Yojana and forfeit of the EMD.

#### 8.6. Failure to Agree with the Terms and Conditions of the RFP

1. 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 along with blacklisting of the said agency and forfeit of the EMD.
2. In the said case if the SHA has issued the work order/LoA, then the SHA shall invoke the PBG or act as per bid security declaration (as the case may be).

#### 8.7. Payment Terms

1. The undisputed payments shall be made to the selected agency on the basis of the amount specified in the work order i.e., the payments shall be made to the agency on the unified rate mentioned in this RFP upon the completion of work order given to the agency subject to service levels and penalties described in this RFP.
2. The billing cycle would be of 30 days from the date of issuance of work order.
3. The agency to get the assigned work reviewed from the SHA and once SHA accords its acceptance then only the undisputed payments shall be given to the agency for the work order. However, during review if any rework is required then the same shall be done by the agency at no extra cost to SHA.
4. The total cost shall include all kinds of costs/taxes including GST.
5. Cost of travels (if any) is required to be borne by the agency itself. The bidders are required to quote an all-inclusive cost in the commercial proposals.

6. Any other cost (including tools/software/hardware) related to fulfilment of the requirements shall be exclusively borne by the agency.
7. Payment would be on monthly basis which would be linked with deliverables subject to the terms and conditions stipulated herein.
8. Advance payments will not be made.
9. The agency to prepare a monthly “work done report” in the format (Annexure-XIV) or as prescribed by the SHA/NHA from time to time and submit it to SHA. Basis, the satisfaction of SHA on this report the payments shall be approved for the agency. The payment shall be made to the agency on monthly basis.
10. The payments which are linked to acceptance of the deliverables will be released to Agency only on satisfactory acceptance of the deliverables for each Service as per Work Order. Each of the Services, as specified in the Scope of Work, to be rendered by the Agency under the terms of this Agreement, shall be provided in accordance with the instructions and requirements of the Purchaser, as notified to Agency in writing. The fee payable for Services as specified in the Purchase orders shall be paid in accordance with the payment schedule mentioned herein above; provided that the Purchaser shall have the right to require phased deployment of Services and personnel required for performance of such Services, and Agency shall ensure commissioning of such Services and deployment of the required personnel in accordance with such instructions of the Purchaser.
11. It is expressly agreed that the price/fees mentioned in the Proposal by the bidder shall be deemed to include all ancillary and incidental costs and charges that are necessary for accomplishment of the scope of work and obligations mentioned in the RFP and this Agreement. No invoice for extra work/charge order on account of change order will be submitted by the bidder unless the said extra work/change order has been authorized/approved by the Purchaser in writing in accordance with the clause on Change Order.
12. The payment will be released to the agency within 30 days of due diligence and acceptance of the invoice by SHA

13. The TAT for resolving queries if audit findings are not satisfactory would be 7 days.

### 8.8. Service Levels on resource deviation

#	Parameter	Description	Penalty
1	Substitution of resources whose CVs were provided before acceptance of work Order	Substitution of such resources shall not be allowed unless approved by SHA. In all such scenarios the CVs of their placement should be placed to SHA at least.	Penalty of <b>₹5,000/- per day after 7 days grace period, per resources.</b>
2	Resource replacement due to performance	If any resource is not performing as per business expectation to SHA, the same needs to be replaced immediately (within 4 weeks) at the request of SHA.	If any delay is caused, then a penalty of <b>₹5000</b> per day per resource would be applied.
3	Resource replacement due to resignation	If any resource resigns or take leave (of >=15 days) from the project, then the same needs to be replaced with a similar resource, of same qualification and experience, by the agency <b>(within 7 days from resignation date of the resource)</b> to ensure business continuity, after approval from SHA.	If any delay is caused beyond <b>7 days</b> , then a penalty of <b>₹5000</b> per day per resource would be applied.

**Table3: Service Levels**

- SHA shall reserve the right to interview resources proposed by the agency.

- The agency shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.
- Agencies should note that, during any subsequent stages of this procurement, SHA may ask for background check and/or security verification of resources proposed by the Agency and they need to comply with the same. This is necessary considering the criticality of the Project.

### 8.9. Penalties

In the event of incomplete/malefice/inaccurate investigation reports and the charges are found to be reasonably proven, a gradation of penalties may be levied by the SHA on agency for incomplete/delayed/incorrect/forged/misleading reporting as mentioned below. The following are the penalties pertaining to project delivery:

<b>Claim/Case issue</b>	<b>First offence</b>	<b>Second offence</b>	<b>Third offence</b>
If the investigation report is incomplete/delayed or indicates casual investigation without adequate due diligence/supporting evidence.	A penalty of three (3) times the concerned claim <b>Pre-authorized</b> amount will be levied on the agency.	A penalty of up to five (5) times the claim <b>Pre-authorized</b> amount will be levied on the agency.	De- empanelment/black listing or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.
<b>Collusion and Manipulation:</b> Manipulation or suppression of facts to support/fudge the findings or collusion of any kind between the agency and the entities involved in	A penalty of up to 20 times the claim <b>Pre-authorized</b> amount will be levied on the agency.	De- empanelment/ blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the	

the investigated case.		Competent authority.	
<b>Misconduct:</b> In case of unruly/unprofessional behavior by agency personnel working as investigator with the empaneled agency leading to above two penalties.	A show-cause notice will be issued to agency. Agency shall respond within 3 working days of receiving the notice.	A formal warning letter will be issued to agency stating repetition will result in de-empementment/blacklisting.	De-empementment/black listing or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.
<b>Accepting Kick backs:</b> Investigator accepting cash or any other gifts from hospitals to fudge the investigation report.	De-empementment/blacklisting or any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority		.
<b>Breach of confidentiality:</b> Investigator shares the investigation findings with any outsider (other than SHA/NHA), with <b>other hospitals or with the investigated hospital(s)</b>	As show-cause notice will be issued to agency. Agency shall respond within 3 working days of receiving the notice.	A formal warning Letter will be issued to agency Stating repetition will result in de-empementment/blacklisting.	De-empementment/blacklisting or any other punitive action including civil and/or criminal case) as deemed fit by the Competent authority.

- I. In case any of the services performed by the appointed Agency fail to conform to the assigned work order or in the event of failure of the work order due to indifferent

(such as inadequate interactions with SHA), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the appointed Agency, then SHA may decide to abort the contract because of such failure and shall en cash the PBG for that work order.

- II. Limitation of Liability (LoL): The aggregate liability of the agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the agency hereunder. The preceding limitation shall not apply to liability arising as a result of the agency's fraud or willful misconduct in performance of the services hereunder.
- III. Manipulation or suppression of facts to support/fudge the findings or collusion of any kind between the agency and the entities involved in the audited case, a penalty of up to 10times the transaction/claim amount will be levied on the agency and any other punitive action (including civil and/or criminal case) as deemed fit by the Competent authority.
- IV. In case malpractice/unethical behaviour is observed by medical professional engaged by the agency, such incident would also be reported to MCI/Sate medical council and medical professional groups.
- V. The decision about quality of service shall be decided by the SHA either using its own resources or using any other agency and by following the process as it may deem fit.

#### **8.9.1. Quality control mechanism:**

- 5% of all investigated cases shall be revisited by SHA/NHA to ensure quality of investigation is being maintained.
- At agency level a maker-checker concept shall be formulated to ensure quality control and accountability of submitting genuine reports only.
- Revisited cases shall be reviewed to ensure that initial investigation and verification was done in accordance with NHA investigation framework and guidelines.
- Periodic shuffling of investigators within district in each state shall also be done to ensure appropriate measures are being taken to avoid collusion between investigator and hospitals.

### 8.9.2. TAT for investigation:

- Real time or near real time inputs of the investigation shall be submitted by the investigator in the field investigation app.
- All offline investigation reports shall be submitted to SHA within 3 working days from the date of hospital visit.

In case there is any further delay, agency shall inform SHA with justification.

## 9. Conditions of the Contract

### 9.1. Intellectual Property Rights

- i. 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, 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 this Agreement. However, to the extent Agency's Pre-existing Work is embedded in the deliverables and/or work developed or prepared under the RFP/Agreement, Agency agrees that it shall grant to SHA non-exclusive, perpetual, fully paid-up license to use its Pre-existing Work in the form delivered to it in connection to the Agreement.
- ii. Neither Party may use the trademarks of the other Party without the prior written consent of the other Party.
- iii. 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 SHA and shall remain sole and exclusive property of SHA and all the Intellectual Property Rights in respect of the same shall vest with SHA. Agency acknowledges that all such deliverables/work shall be "work made for hire" by Agency for SHA.
- iv. Agency acknowledges that the deliverables / work prepared under this Agreement shall be considered as "work made for hire" by the Agency for SHA, and, therefore, deliverables shall remain the sole and exclusive property of SHA.
- v. Agency shall bear full responsibility for the intellectual property violation, and any compensation/ fines/ damages in this regard shall be fully borne by the Agency. If, as a result of such violation, SHA is enjoined from using such Third Party IPR or

any part thereof or in is likely to be enjoined, 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 from the third party claiming infringement, or (ii) obtain the right for SHA to continue use of such Third Party IPR.

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

## 9.2. Taxes & Duties

The Agency is liable for all taxes and duties etc. as applicable. All prices quoted for the purpose of this RFP and the resultant agreement/contract shall be inclusive of all applicable taxes.

## 9.3. Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Agency. In the event of delay or any gross negligence in implementation of the project, for causes solely attributable to the Agency, in meeting the deliverables, SHA shall be entitled at its option to recover from the Successful Bidder as agreed, liquidated damages, a sum of <0.5%> of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of <9%> of the total Contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to SHA under the contract and law. Once the maximum deduction is reached, SHA may consider termination of the Contract.

## 9.4. Events of Default, Termination and Suspension

#### 9.4.1. Events of Default

- i. The failure on the part of the Agency to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the Agency. The events of default as mentioned above may include, inter-alia, the following:
  - a. The Agency has failed to perform the obligations under this Agreement;  
or
  - b. Agency has exceeded cap on any liquidated damages ;
  - c. The Agency or its team has failed to conform with any of the service specifications asset out in the RFP or this Agreement;
  - d. The Agency has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Proposal, the RFP and this Agreement;
  - e. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency ;
  - f. The Agency or Sub-contractor has failed to comply with or is in breach or contravention of any Applicable Laws;
  - g. There is an undue delay in achieving the agreed timelines for delivering the services under this Agreement due to reasons attributable to the Agency;
  - h. Where it comes to the Purchaser's attention that the Agency or sub-Contractor is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Agency's Proposal, the RFP or this Agreement;
  - i. Not providing support for effecting data migration or not providing the certification of User Acceptance
  - j. If it comes to knowledge of the Purchaser that the Agency or any of their personnel or their sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

- ii. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, the Purchaser shall issue a notice of default to the Agency , setting out specific defaults deviances omissions and providing a period of up to thirty (30) days to enable the Agency to remedy the default/deviances omissions committed.
- iii. Where despite the issuance of a default notice to the Agency by the Purchaser the Agency fails to remedy the default to the reasonable satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the Agency another default notice or proceed to adopt such remedies as may be available to the Purchaser including but not limited to the remedies provided in clause 9.4.2 (Consequences for Events of Default) below.
- iv. The Purchaser may by giving a one month's written notice, terminate this Agreement if a change of control of the Agency has taken place. For the purposes of this Clause, in the case of Agency, change of control shall mean the events stated in Clause 9.7 (Change of Control), and such notice shall become effective at the end of the notice period asset out in Clause 9.7 (Change of control).
- v. In the event that Agency undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Agency by a guarantor acceptable to Purchaser or its nominated agency. If such a guarantee is not furnished within 7 days of Purchaser's demand, the Purchaser may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Agency.

#### *9.4.2. Consequences for Events of Default*

Where an Event of Default subsists or remains uncured even after expiry if 30 days as mentioned in clause 9.4.1 (ii) (Events of Default), the Purchaser shall be entitled to:

- i Impose any such reasonable obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the project which the Agency shall be obliged to comply

with. The Agency shall in addition take all available steps to minimize loss resulting from such event of default.

- ii Suspend all corresponding and relevant payments to the Agency under the Agreement (except for milestones which have been successfully achieved) by written notice of suspension to the Agency provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Agency.
- iii Terminate this Agreement in full or in part.
- iv Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/ losses and other amounts from the Agency which may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

#### *9.4.3. Termination for Breach*

The Purchaser may, terminate this Agreement by giving the Agency a prior and written notice of upto 30 days indicating its intention to terminate where the Purchaser is of the opinion that there has been such Event of Default on the part of the Agency which has not been cured within the 30 days' notice period provided under clause 9.4.1(ii) (Events of Default). The Purchaser may, in its sole discretion, afford a further reasonable opportunity to the Agency to explain the circumstances leading to such a breach and may increase the time limit for curing such breach before terminating the Agreement.

#### *9.4.4. Termination for Convenience*

9.4.4.1. The Purchaser may, by written notice of 90 (ninety) days sent to the Agency, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such

termination becomes effective. The Purchaser may, at its discretion, relax or absolve the Agency from following the timelines and/or Service Levels related to the part of the Agreement which is being terminated.

9.4.4.2. Upon receipt of the notice of termination under this clause, the Agency shall either as soon as reasonably practical or upon the date specified in the notice of termination:

- i. Cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the Services already executed, or any work required to leave the site in a clean and safe condition
- ii. Terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 9.4.2(iv)(b) (Consequences for Events of Default) below;
- iii. Remove all Agency's Equipment from the site, repatriate the Agency's, remove from the site any wreckage, rubbish, and debris of any kind (provided Agency personnel was operating from SHA Site);
- iv. In addition, the Agency shall:
  - a. Deliver to the Purchaser the parts of the Services executed by the Agency up to the date of termination;
  - b. To the extent legally possible, assign to the Purchaser all right, title, and benefit of the Agency to the Services, or documents, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Agency and its Subcontractors;
  - c. Deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Agency or its Subcontractors as of the date of termination in connection with the Services.

#### *9.4.5. Effects of Termination*

- i. In the event that Purchaser terminates this Agreement pursuant to failure on the part of the Agency to comply with the conditions as contained in this

Clause and depending on the event of default, Performance Guarantee furnished by Agency may be forfeited.

- ii. Upon termination of this Agreement, the Parties will comply as per the Schedule II (Exit Management Schedule) of this Agreement.
- iii. In the event that Purchaser or the Agency terminates this Agreement, the compensation will be decided in accordance with the Schedule V (Terms of Payments Schedule) of this Agreement.
- iv. Purchaser agrees to pay Agency for i) all undisputed charges for Services Agency provides and any Deliverables (or part thereof) Agency delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided by the Nodal Agency as per Exit Management criteria notified by SHA ta time of such termination and also ii) reimbursable expenses Agency incurs through termination.
- v. If Purchaser terminates without cause, Purchaser also agrees to pay any applicable adjustment expenses (undisputed) to Agency incurs as a result of such termination (which Agency will take reasonable steps to mitigate.
- vi. In the event of termination of the Contract under Clause 9.4.4 (Termination for Convenience), the Purchaser shall pay such undisputed amounts to the Agency which are listed as follows:
  - a. The Contract Price, properly attributable to the parts of the Services executed by the Agency as of the date of termination;
  - b. Any amount to be paid by the Agency to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
  - c. The cost of satisfying all other obligations, commitments, and claims that the Agency may in good faith have under taken with third parties in connection with the Contract and that are not covered by Clauses 9.5.5 (iv)(Effects of Termination) above.
  - d. Nothing here in shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under law.

- e. Any and all payments under this clause shall be payable only after the Agency has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Purchaser. In case of expiry of the Agreement, the last due payment shall be payable to the Agency after the Agency has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the Purchaser.

#### *9.4.6. Rights other than Termination*

- i. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- ii. The termination provisions set out in this Clause 14 are in addition to any termination rights that the Purchaser may have under this Agreement / RFP and are in addition to, and without prejudice to, other rights that the Purchaser may have under law and this Agreement.

#### *9.4.7. Termination of this Agreement due to bankruptcy of Agency*

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

#### *9.4.8. Suspension*

- i. The Agency shall, if ordered in writing by the Purchaser, temporarily suspend the performance of any Services or provision of any Goods or any part thereof under this Agreement for such specified/ ordered period and time. The Purchaser shall inform the Agency about such suspension at least 15 days in advance. The Agency shall not be entitled to claim compensation for any loss or damage incurred by the Agency by reason of such temporary suspension of the services for a continuous period of 30 days. The Purchaser

may consider suitable compensation to the Agency in event of suspension extending beyond a continuous period of 30 days. An extension of time for completion, corresponding to the delay caused by any such suspension of the services as aforesaid shall be granted to the Agency, if written request for the same is made. In case the suspension of the Services / provision of the Goods lasts for a period of more than 3 months, the Agency shall have the right to request the Purchaser to pay reasonable immobilization and mobilization charges as may be consented to by the Purchaser.

- ii In the event the Purchaser suspends the progress of work for a period in excess of 30 days in aggregate, rendering the Agency to extend the Agency's Performance Guarantee then the Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the Agency producing the requisite evidence from the concerned bank.

#### 9.5. Indemnity

Agency (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agency (the "Indemnified Party") from and against all losses, claims, damages, compensation (including attorney fees) etc. on account of bodily injury, death or damage to tangible personal property arising in favor of any person, company or other entity (including the Indemnified Party) attributable to - the Indemnifying Party's negligence, willful default or lack of due care. The Indemnifying Party shall also indemnify Indemnified Party from and against all direct monetary losses, damages etc. suffered by Indemnifying Party or any third party arising out of any defect, fault, deficiency in the Services by the Indemnifying Party or any of its personnel's.

#### 9.6. Relationship

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the SHA (or the Government Department) and the "Agency". No partnership shall be constituted between SHA (or the Government Department) and the 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. Agency shall be fully responsible for the services performed by them or on their behalf.

- b) Agency shall not use NHA/SHA/ABPMJAY/MA/ MAV name or any service or proprietary name, mark or logo of Associated with SHA over any media for promotional/or non-promotional purposes without first having obtained the SHA's prior written approval over the content and media for such release.

#### 9.7. Change of Control and Updation of Service Levels:

9.7.1. In the event of a change of Control of the Agency during the Term, the Agency shall promptly notify the Purchaser of the same. And any change shall be allowed as per prior written approval of SHA as per Change control Note and Schedule Annexed as Annexure-IX and Schedule I. At no point in time this RFP is transferable.

9.7.2. The Parties anticipate that the Service Levels need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence, they hereby agree to revise the Service Levels as and when required.

- i. The Parties here by agree upon the following procedure for revising the Service Levels:
  - a. Any and all changes to the Service Levels will be initiated in writing between the Purchaser and the Agency, the Service Levels in this Agreement shall be considered to be standard for the Purchaser
  - b. Only the Purchaser or the AGENCY may initiate a revision to the Service Levels;
  - c. A notice of the proposed revision ("Service Levels Change Request") shall be served to the Purchaser or the Agency as the case may be;

- d. In the event that agency approves of the suggested change the change shall be communicated to all the Parties and the Service Levels Change request would be appended to the Agreement;
- e. The Purchaser shall update and republish the text of Agreement annually to include all the Service Levels Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within 7 days of such change taking place.

#### 9.8. Representations and warranties of the Agency:

The AGENCY represents and warrants to the Purchaser or its nominated agency represents (such representations shall remain in force during the Term and extension thereto), the following:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) it is a competent provider of a variety of information technology and business process management services;
- c) agrees to abide by SHA Information and Security Policy and other applicable guidelines as notified by SHA from time to time
- d) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- e) Agency agrees and acknowledges that at no time it shall store the data and/or information received during the term of this agreement for the purposes other than as specified hereunder;
- f) That all conditions precedent under the Agreement have been satisfied;
- g) That the selected Agency has the power and the authority that would be required to enter into this Agreement and the requisite experience, the technical know-how and the financial where with all required to

successfully execute the terms of this Agreement and to provide services sought by the Purchaser under this Agreement;

- h) That the Agency and its team has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the tender and this Agreement;
- i) That the Agency shall ensure that all licenses, processes, documents, etc., developed, procured, deployed and created for the services during the term of this agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements for the purpose of its deliverables under the project;
- j) The Agency team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Agreement. The Agency shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof;
- k) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- l) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Purchaser's normal business operations
- m) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- n) the information furnished in the AGENCY 's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- o) That there presentations made by the Agency in its Proposal and in this Agreement are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and

responsibilities as laid down in the Agreement and the RFP and unless the Purchaser specifies to the contrary, the Agency shall be bound by all the terms of the Agreement;

- p) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- q) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- r) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- s) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- t) That the Agency certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be affected or made by the Agency which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;
- u) no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation

to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

- v) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.
- w) Where the Purchaser deems necessary, it shall have the right to require replacement of any personnel with other personnel and the Service Provider shall in such case find of the suitable replacement for such personnel to the satisfaction of the Purchaser at no additional charge. Failure on the part of the Service Provider to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Service Provider all losses/ or other damages that may have resulted from such failure. In case the Service Provider replaces the personnel without appropriately appointing another without proper written and recorded knowledge transfer, the Service Provider shall ensure the smooth continuation of Services at its own costs and shall ensure to providing forthwith, a suitable personnel which is acceptable to the Purchaser at no additional charge. In case of a replacement of the personnel, the personnel shall have the qualification at least as good as the replaced subcontractor and/or as agreed by the Purchaser.

#### 9.9. Audit Access and Reporting:

The Agency shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the Agency and which relates to the provision of the Services as per this Agreement/RFP.

#### 9.10. Severability and Waiver

- i If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or

unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

- ii No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

#### 9.11. Assignment

- a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Purchaser, the Agency, the Sub-contractor and their respective permitted successors and permitted assigns.
- b) The Agency and Sub-contractor shall not be permitted to assign or transfer any or all of its rights and obligations under this Agreement to any third party without the prior written permission of the Purchaser.
- c) The Purchaser may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to Purchaser or any of its nominees.

#### 9.12. Publicity:

Except as required by law or the rules and regulations Agency shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other

material of whatever kind relating to this Agreement, without prior reference to and approval in writing from SHA, such approval not to be unreasonably withheld or delayed.

### 9.13. Notices

- a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert address>Tel:

Fax

Email

Contact:

With a copy to:

Agency

Tel:

Fax:

Email:

Contact:

- c) In relation to a notice given under the Agreement, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.30 am and 6.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

- e) Either Party to this Agreement or to the may change it sad dress, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

#### 9.14. Variations and Further Assurance

- a) No amendment, variation or other change to this Agreement or the Service Levels shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of this Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the Service Levels.
- b) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

#### 9.15. Approvals and Required Consents

The AGENCY shall procure, maintain and observe all relevant and regulatory and Governmental licenses, clearances and applicable approvals (here in after the “Required Consents”) necessary for the AGENCY to provide the Services. The costs of such Approvals shall be borne by the AGENCY for such costs in reference to the services as defined within the terms of this Agreement.

#### 9.16. Compliance with Applicable Law

- i. The Agency shall comply with the provision of all applicable laws including information technology laws, data protection guidelines, Privacy laws, labor laws, rules, regulations and notifications issued there under from time to time. All safety and laws enforced in India by statutory Bodies and/or by government order and by the Purchaser shall be applicable in the performance of this Agreement and the Agency shall abide by these laws. The Agency shall take all measures necessary or proper to protect the personnel, work and facilities and

shall observe all reasonable safety rules and instructions. The Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Agency shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

- ii. Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Agency as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement. All legal disputes are subject to the exclusive jurisdiction of Ahmedabad, courts only.
- iii. During the tenure of this Agreement, the Agency shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under this Agreement and nothing shall be done by the Agency or any of the Sub-contractor in contravention of any Applicable Law or any amendment thereof.

#### 9.17. Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement shall be borne solely by the Party which incurred them.

#### 9.18. Ethics

The Agency , for itself and on behalf of its subcontractors, agents, representatives, employees etc., represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of the Purchaser or its nominated

agencies in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of the Purchaser's standard policies and may result in cancellation of this Agreement.

#### 9.19. Amendment

Any amendment to this Agreement shall be made by mutual written consent of all the Parties recorded and executed as an Amendment to this Agreement.

#### 9.20. Limitation of Liability

Except due to willful default and negligence the liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. Thus, Agency's total liability shall be limited to the Total contract Value mentioned in all the SOWs (statement of Work Order's) entered between SHA and the Agency till the date on which such liability arises.

The liability cap given under this Clause shall not be applicable to the infringement of confidentiality obligation, indemnity obligations, Bodily injury (including death) and damage to real property and tangible personal property caused by Agency's act/ omission. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by SHA on the Agency under this project.

#### 9.21. Force Majeure:

##### *9.21.1. Definition of Force Majeure*

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

### 9.21.2. Force Majeure events

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

- i. War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- ii. 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;
- iii. Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

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

9.21.4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

9.21.5. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 9.21 (Force Majeure).

9.21.6. No delay or non performance by either party to this Agreement caused by the occurrence of any event of Force Majeure shall:

9.21.7. Constitute a default or breach of the Contract;

9.21.8. 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.

9.21.9. 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.

9.21.10. In the event of termination pursuant to Clause 9.21 (Force Majeure), the rights and obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination.

9.21.11. Notwithstanding Clause 9.21, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Agreement.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Agency under this Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this 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 there from (wherever applicable).

## 9.22. Confidentiality

- i. The Purchaser or its nominated agencies shall allow the Agency to review and utilize highly confidential public records and the Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

- ii. Additionally, the Agency shall keep confidential all the details and information with regard to the Project, including services, facilities, operations, management and maintenance of the facilities.
- iii. The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Agency regarding any forbidden disclosure.
- iv. The Agency shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non-disclosure agreements, in the format as provided by the Purchaser. The implementing agency may submit a declaration that it has obtained the NDA from its employees. Agency shall get NDAs signed from every resource involved in the project and submit it to purchaser as per Annexure-VIII.
- v. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - Information already available in the public domain;
  - Information which has been developed independently by the Agency
  - Information which has been disclosed to the public pursuant to a court order.
- vi. Any handover of the confidential information needs to be maintained in a list, both by Purchaser & Agency, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

### 9.23. Risk Purchase:

If the Agency fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach of any obligations of the Agency under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods/ Services / Deliverables from alternative sources at the Agency's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services/ Deliverables shall be borne by the Agency Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security

Deposit / Bank Guarantee provided by the Agency under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process The procurement from alternate source shall be done, as far as possible, through State Government’s procurement guidelines as deemed appropriate by the Purchaser.

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

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

**Sheet1: Bidder’s Information**

<b>Information Sought</b>	<b>Details provided by the bidder</b>
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
E-mail ID	
Date	

**Table 4: Pre bid queries (bidder’s information)**

**Note:** Please paste the table 8 above in email body as well

**Sheet 2: Clarification Requested/Format for pre-bid query submission**

<b>#</b>	<b>Page No</b>	<b>Section No.</b>	<b>Section Name</b>	<b>Statement as per RFP document</b>	<b>Query by bidder</b>

**Table 5: Format for pre bid queries**

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

Notes –

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

## **11. Annexure II: Pre-Qualification Proposal Format**

### ***11.1. Form PQ1: Pre-qualification bid submission letter***

**<To be printed on Company letter head>**

<No.....><Location, Date>

To

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

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

Dear Sir,

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

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

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

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

### **11.2. 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	

**Table 6: Profile of Bidder Format**

**11.3. 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 7.2.1 (Pre qualification criteria) of this RFP as below-

**11.4. Form PQ4: Details of litigation**

The certificate below is to be provided by the Bidder-

**<To be printed on Company letter head>**

**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 Selection of agency for conducting Medical audit, Field Investigation and Verification under AB PMJAY-MA 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)

**11.5. Form PQ5: Format- Undertaking (no conflict of interest)**

The certificate below is to be provided by the Bidder.

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

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

We here by 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. We are not involved in processing and payments of claims of a state for which it is given the medical audit, field investigation and verification work order.
2. We or none of our proposed resources has any ownership in hospitals empaneled under AB PMJAY/AB PMJAY-MA.
3. We do not have on our role/contract an investigator who in his/her clinical or otherwise capacity has been found to be involved in unethical practices or has been associated with an entity involved in fraudulent activity or has been issued show cause notice under AB PMJAY/ AB PMJAY-MA or any other similar scheme, insurance contracts etc. during last 3 years.
4. Receive or have received any direct or indirect subsidy from any of them;  
or
5. Have common controlling shareholders; or
6. Have the same legal representative for purposes of this Bid; or
7. 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
8. Influence the decisions of SHA regarding this bidding process; or
9. 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
10. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
11. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the bidders taking part in the bid process.

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

**11.6. Form PQ 6: Format–self declaration for non-blacklisting**

The certificate below is to be provided by the Bidder.

**<To be printed on Company letter head>**

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)

**11.7. Form PQ7: Format–self declaration for non-debarment**

The certificate below is to be provided by the Bidder.

**<To be printed on Company letter head>**

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

- c) The Prevention of Corruption Act, 1988; or
- d) 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)

## 12. Annexure III: Technical Proposal Format

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

**<To be printed on Company letter head>**

<No.....>

<Location, Date>

To

Additional Director (MS)

Commissionerate of Health Office,

1<sup>st</sup> Floor, Block No.-5, Dr. Jivraj Mehta Bhavan,

Gandhinagar, Gujarat.

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:

### ***12.2. Form Tech 2: Proposed Approach and methodology***

Provide details of the entire approach and methodology (including details required as per scope of work section 4 of this RFP), along with the key differentiators covering all requirements as laid out in the RFP. Bidder must cover all aspects of the solution showcasing the suitability to meet all the requirements listed out in the RFP.

### ***12.3. Form Tech 3: No Deviation certificate***

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

**<To be printed on Company letter head>**

This is to certify that our offer is exactly in consonance with your RFP no. dated \_\_\_\_\_ issued by State Health Agency 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)

### ***12.4. Form Tech 4: Total Responsibility***

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

**<To be printed on Company letter head>**

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 State Health Agency for the duration of the contract mentioned in RFP.

(Signature of Authorized Signatory)

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

**12.5. Form Tech 5: CV Format**

<b>S. No.</b>	<b>Item</b>	<b>Bidder's Response</b>		
1.	Name of the Resource			
2.	Specify role to be played in the project AB PMJAY-MA Yojana in Gujarat.			
3.	Name of Employer			
4.	Number of years with the Current Employer			
5.	Total Experience (In Years)			
<b>S. No.</b>	<b>Item</b>	<b>Bidder's Response</b>		
Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc. at least for last 5 years)				
<b>S. No.</b>	<b>Name of Employer</b>	<b>From</b>	<b>To</b>	<b>Designation/ Responsibilities</b>
1				
2				
Educational Background, Training Certification including institutions, % of marks, specialization areas etc.				
<b>S. No.</b>	<b>Degree</b>	<b>Year of Award of Degree</b>	<b>Unive rsity</b>	<b>% of marks</b>
1				
2				

**13. Annexure IV: 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

Additional Director (MS)

Commissionerate of Health Office,

1<sup>st</sup> Floor, Block No.-5,

Dr. Jivraj Mehta Bhavan,

Gandhinagar, Gujarat.

Dear Sir,

1. In consideration of the State Health Agency, Government of Gujarat, on behalf of the CEO, SHA on behalf of the Authority, (hereinafter referred to as the 'SHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered/ Head office at..... (hereinafter referred to as the "Agency" 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 Agency, resulting in a Contract, bearing No..... dated.....valued at.....for...(scope of Contract) and the Agency 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... (herein after 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 Agency merely on a demand from the SHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SHA by reason of breach by the said Agency(s) of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the SHA and the Agency or any dispute pending before

3. Any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the SHA discharges this guarantee.
4. The SHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Agency. The SHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency, and to exercise the same at any time in any manner, and either to enforce or to for bear to enforce any covenants, contained or implied, in the Contract between the SHA and the Agency or any other course or remedy or security available to the SHA. The Bank shall not be released of its obligations under these presents by any exercise by the SHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the SHA or any other indulgences shown by the SHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
5. The Bank also agrees that the SHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debt or, in the first instance without proceeding against the Agency and not withstanding any security or other guarantee the SHA may have in relation to the Agency's liabilities.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
7. Notwithstanding anything contained herein above:
  - 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.....2024 at.....

WITNESS.....

(Signature)	(Signature)
(Name)	(Name)
(Official Address) (Designation with Bank Stamp)	

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

## 14. Annexure V: Integrity Pact

### **INTEGRITYPACT**

**(To be executed on ₹ 300 stamp paper)**

This Agreement (herein after called the Integrity Pact) is made on day of the month of \_\_\_\_ 24, between, on one hand, the \_\_\_\_\_ acting through Chief Executive Officer, State Health Agency, Government of Gujarat (herein after 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”, 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 of agency for conducting Medical audit, Field Investigation and Verification under AB PMJAY-MA for SHA. 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.

Section1 –Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
  - 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 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 processor to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

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

#### Section 5: Previous Transgression

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

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

1. In case of sub-contracting, the principal contract or shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will enter in to 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)/Sub-contractors(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, SHA.
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, SHA 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, SHA 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, SHA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, SHA 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 includes 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, SHA.

#### 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. Gandhinagar, Gujarat.
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 \_\_\_\_

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

## 15. Annexure VI: Service Agreement

THIS SERVICE AGREEMENT (herein after referred to as the “AGREEMENT”) made on this \_\_\_ day of 2024 at Gandhinagar, Gujarat, India by and between \_\_\_\_\_, Gujarat, through its \_\_\_\_\_, (hereinafter referred to as “SHA/ the Purchaser”) which expression shall unless repugnant to the context or meaning thereof mean and deemed to include its authorized representatives and permitted assigns of the FIRST PART and having its Office at (herein after referred to as “the Vendor”/“Agency”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

Whereas:

- A. Purchaser issued an RFP Dated 18<sup>th</sup> September 2024, since purchaser was desirous to empanel qualified Service Providers for providing the Services as defined in the Scope of Work as specified in RFP Clause \_\_\_\_ at contracted rates for provisioning of related services.
- B. \_\_\_\_\_ Has been selected as the successful Bidder and has agreed to \_\_\_\_\_ provide Services as listed in RFP Document No \_\_\_\_\_ dated \_2024.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

#### 1. Definition and Interpretations

In this Empanelment (as defined hereinafter) the following words and expressions shall have the meaning hereby assigned to them, except where the context requires otherwise:

- i “Agreement” or “Service” shall mean this agreement together with all its Schedules and appendices and any amendments thereto made in accordance with the provisions herein read with terms of RFP

- ii “Applicable Laws” means laws of India and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority.
  
- iii “Confidential Information” shall mean information, whether orally, visually, or in tangible form, that is proprietary and confidential to the Party disclosing the information, including without limitation information with respect to list of clients, strategies or other technical or business information or trade secrets; sensitive concepts, techniques, processes, methods, systems, designs, clients, personal data, sensitive personal data, cost data, computer programs, personally identifiable information, applications programs, operating systems, formulae, development or experimental work, work in progress, customers and suppliers as well as information related to Intellectual Property Rights regardless of whether or not same are designated as confidential, that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and all personal data and sensitive personal data within the meaning of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.
  
- iv “Agency/Organization” shall mean the organization(s) who have been selected by SHA under the RFP
  
- v “Fees” shall have the meaning as ascribed in RFP
  
- vi “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.

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

vii “Pre-existing work” shall mean any material/information which is:

- 1) Created, developed and/or provided prior to the Effective Date of the Agreement by either Party; or
- 2) Created, developed and / or obtained independently from third party by either Party, as the case may be, and such material / information pre-exist this Agreement and has no relation / connection with this Agreement.

viii “Project” shall mean provision of services to SHA.

2. In this Agreement words and expressions not defined herein shall have the same meanings as are respectively assigned to them in the RFP and Conditions of Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - A. This Agreement read with Service Levels
  - B. Non-Disclosure Agreement
  - C. Schedules and Annexures to this Agreement
  - D. RFP Document No \_\_\_\_\_ 2024 along with subsequently issued Corrigendum
  - E. 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.
4. Term: The Agreement with selected agency shall be applicable for a period of **two (2) years** from date of start of Project on \_\_/\_\_/2024, which may be

extended for a further one (1) year based upon Performance mentioned and other terms and conditions of this RFP.

5. Consideration: In consideration of the payments to be made by the Purchaser to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference. The Purchaser hereby covenants to pay the Agency in consideration of the provision of Services in the manner prescribed in the Payment Clause\_\_\_ of the RFP.
6. The Terms and Conditions as specified in the RFP shall be construed as part of this Agreement. In contradiction of any clause of this Agreement and RFP, the terms of RFP shall supersede this agreement to the extent the same has not been modified in terms of this Agreement or any amendment thereto executed in writing between the Parties.
7. No variation to the 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 this Agreement shall be entitled to enforce any of its terms.
8. Governing Law Jurisdiction: This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and parties agree that the courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.
9. Dispute Resolution:
  - 9.1. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.
  - 9.2. Parties shall use all reasonable efforts to amicably resolve and settle any dispute arising out of or in relation to or in connection with this

Agreement by firstly referring the dispute to Senior Authorized representatives of both Parties.

- 9.3. In the case of dispute arising out of or in relation to or in connection with the Agreement between the Purchaser and the Agency, which has not been settled in accordance with Clause 9.2 above within 30 days from date of reference of the dispute to such committee, any Party can submit any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof to the Sole Arbitrator appointed by two Arbitrators [two Arbitrators so chosen by both Agency and Purchaser (one each)] in accordance with and in full satisfaction of the qualifications to be prescribed for such arbitrator, including but not limited to qualifications as to technical experience, nationality and legal experience, by the Purchaser and the Agency , at the time of appointment. Arbitration Proceedings shall be conducted in English Language. The Arbitration proceedings with its seat and venue will be held at Gandhinagar, Gujarat, India.
- 9.4. 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 Gujarat, India.
- 9.5. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable on the Arbitration Proceedings 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 with its seat

and venue will be held at Gandhinagar, Gujarat, India. Any legal dispute will come under the sole state jurisdiction of Gujarat, India.

9.6. Compliance with laws: Each party will comply with all applicable laws of India along with applicable export and import laws and regulations.

10. Entire Agreement: This Agreement with all schedules & annexures appended there to 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 the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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

For State Health Agency (SHA)

Mr. <Name>

<Designation>

Seal

For Agency

Mr.

Name:

<Designation >

Seal

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

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

## 16. Annexure VII: Non-Disclosure Agreement

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

BETWEEN

\_\_\_\_\_having its office at \_\_\_\_\_  
\_\_\_\_\_India hereinafter referred to as ‘Purchaser’  
or ‘SHA’ 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,havingits  
registered office at<\*\*\*> (hereinafter referred to as ‘the Agency/Receiving Party’  
which expression shall, unless the context otherwise requires, include its  
permitted successors and assigns).

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

WHEREAS:

1. Purchaser is desirous to implement the project of\_\_\_\_\_.
2. The Purchaser and AGENCY have entered into a Service Agreement in  
furtherance of the Project.
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.

NOWHEREFORE, inconsideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

## DEFINITIONS AND INTERPRETATION

### **16.1. Definitions**

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

### **16.2. Interpretation**

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub clauses, paragraphs of and schedules to this 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 agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
- f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Gujarat are generally open for business; references to times are to Indian standard time;

- h) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- i) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

### ***16.3. 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.

### ***16.4. Ambiguities within Agreement***

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

- a) as between two Clauses of this 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 this 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 this Agreement, the Agreement and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the Agreement and this Agreement, the provisions contained in the Agreement shall prevail over this Agreement.

### ***16.5. Term***

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

### ***16.6. Scope of the agreement***

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, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

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.

### ***16.7. 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 this Agreement and get an individual NDA signed from such employees which replicates the provisions of confidentiality as dealt in this Agreement;
- d) prevent disclosure of Confidential Information to third parties;
- e) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as

those stated herein. The Receiving Party upon making a disclosure under this Clause shall:

- f) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
- g) Upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information. Not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- h) 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.
- i) 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.

#### ***16.8. Exceptions to confidential information***

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

- a) was independently developed by or for the Receiving Party without reference to the Information provided by Disclosing Party.
- b) has become generally available in public domain without breach of confidentiality obligations of the Receiving Party; or

- c) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's effort to secure an appropriate protective order; or

#### ***16.9. 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 this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copy right, 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 here under shall not preclude an individual who has seen such Confidential Information for the purposes of this 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 this Agreement.
- d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this 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.

## **16.10.      *Dispute resolution***

- a) If a dispute arises in relation to the conduct of this 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 this Agreement out of or relating to the construction, meaning, scope, operation or effect of this 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 up on 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 Gandhinagar, Gujarat.

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 Ahmedabad, Gujarat to entertain any disputes.

The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this 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.

**16.11. Variation**

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

**16.12. 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 this Agreement: -

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

**16.13. 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.

**16.14. 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 here of, 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 this Agreement are abrogated and withdrawn.

**16.15. Severability**

If for any reason whatever, any provision of this 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 this Agreement or otherwise.

**16.16. 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 this Agreement.

**16.17. Third parties**

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this 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 this Agreement.

**16.18. 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.

### **16.19. 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 this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Purchaser: Attn: <\*\*\*>

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the AGENCY: Attn. <\*\*\*>

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

### **16.20. 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 this Agreement shall be in writing and in the English language.

### **16.21. Counterparts**

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

### **16.22. Mitigation**

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

**16.23. 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 this 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.

INWITNESS 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 AGENCY by:

(Signature):

(Name):

(Designation):

(Address):

(Fax No.):

**17. Annexure VIII. Non-Disclosure Agreement (Individual)**

Information plays an important role in providing a competitive edge. The intangible assets of an organization, such as know-how, contacts, technical information, and employee information, are often more valuable than most tangible assets.

In consideration of being employed by<\_\_\_\_\_>(herein after called the Company), I agree with the Company as follows-

I abide that during my employment; I may come in contact with highly classified projects and information. I, as an employee, certify that I will not disclose, publish or advertise (through print media or electronic media), divulge,



**18. Annexure IX–Format for Change Control Notice**

<b>Change Control Note</b>		<b>CCN</b>
<b>Part A: Initiation</b>		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
<b>Details of Proposed Change</b>		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Purchaser	Date	
Name:		
Signature:	Date	
Received by the AGREEMENT	:	
Name:		
<b>Signature:</b>		
<b>Change Control Note</b>		<b>C C N Number:</b>
<b>Part B: Evaluation</b>		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, documentation, training, Service Levels and component working arrangements and any other contractual issue.		
<b>Brief Description of Solution:</b>		
<b>Impact:</b>		
<b>Deliverables:</b>		

## ***SCHEDULE I – CHANGE CONTROL SCHEDULE***

This Schedule describes the procedure to be followed in the event of any proposed change to the Service Agreement, Project Implementation Phase, Service Levels and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the AGREEMENT and changes to the terms of payment as stated in the Terms of Payment Schedule.

The Purchaser and Agency recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Agency will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in RFP and agreement and Purchaser or its nominated agencies will work with the Agency to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and other documents except for the changes in Service Levels for which a separate process has been laid out.

This Change Control Schedule sets out the provisions which will apply to changes to the agreement.

### **CHANGE MANAGEMENT PROCESS**

#### **a. CHANGE CONTROL NOTE ("CCN")**

- i Change requests in respect of the AGREEMENT, the Project Implementation, the operation, the Service Levels or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure IX (Format for Change Control Notice) hereto. CCNs will be presented to the

other Party's Project Manager who will acknowledge receipt by signature of the CCN.

- ii The AGREEMENT and the Purchaser or its nominated agencies, during the Project Implementation Phase and the Purchaser or its nominated agencies during the Operations and Management Phase and while preparing the Change Control Note (CCN), shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.
- iii It is here by also clarified here that any change of control suggested beyond 25% of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the AGREEMENT and accepted by the Purchaser or its nominated agencies or as decided and approved by Purchaser or its Nominated Agencies. For arriving at the cost/rate for change upto 25% of the project value, the payment terms and relevant rates as specified in Annexure D (BID) shall apply.

#### **b. Quotation**

The AGREEMENT shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the M S shall provide as a minimum:

1. A description of the change
2. A list of deliverables required for implementing the change;
3. A time table for implementation;
4. An estimate of any proposed change
5. Any relevant acceptance criteria
6. An assessment of the value of the proposed change;
7. material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work

Prior to submission of the completed CCN to the Purchaser, or its nominated agencies, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the AGREEMENT shall consider the materiality of the proposed change in the context of the AGREEMENT and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

**c. Costs**

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the AGREEMENT meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the AGREEMENT is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the AGREEMENT.

**d. Obligations**

The AGREEMENT shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed time frame. AGREEMENT will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.

**19. Annexure X- Format of Bid Securing Declaration**

**Bid Securing Declaration Form**

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

Tender/RFP No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The under signed, declare that:

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

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

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

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

Signed:

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

In the capacity of

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

Name:

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

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

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

Corporate Seal (where appropriate)

20. **Annexure XII: Commercial Proposal Format**

**Form CP1: Bid submission letter**

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

<No.....>

<Location, Date>

To

.....

.....

Subject: Submission of the Commercial bid for RFQ for <.....>

Dear Sir,

We, the undersigned, offer to provide our services for conducting Medical audit, Field Investigation and Verification under AB PMJAY-MA with reference to your Request for Proposal bearing number <insert RFQ 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

**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 cess (if any) including income tax and professional tax
- 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**

- a) We have indicated in the relevant forms the unit rates.

**3. BID PRICING**

- a) 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

- a) 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

- a) 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

- a) We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the section 8.4 (Award of Contract) of Volume I of this RFP document.
- b) 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.
- c) We agree to abide by all the terms and conditions of all the volumes of this RFP document.
- d) 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.

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

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## **Form CP2: Commercial bid format**

The rates quoted must be inclusive of the following:

- a) Cost for all the activities as mentioned in the RFP document and
- b) No extra item will be considered for payment.
- c) Cost of material, manpower, transportation, equipment's, tools etc.
- d) All other taxes, cesses, levies, duties and any other incidental direct/indirect costs including GST etc. applicable during duration of contract.

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

Particulars	Cost Per claim* (INR)
1. Collection of Indoor case paper, medical documents and admitted AB PMJAY-MA beneficiary interaction. Verification of Hospital infrastructure, HR related information <b>as per HEM portal</b> and beneficiary entry records at various stages (OPD/IPD/Emergency/ICU/ NICU/OT/Dialysis unit as applicable).	<to be filled in INR>
2. Visits per claim shall include Hospital visits and beneficiary visits, if required.	
3. At least 30% of total visits shall include beneficiary home visits along with hospital visits or as directed by SHA.	

\* Claim means a claim that is received by the Insurer from an Empanelled Health Care Provider, either online or through alternate mechanism in absence of internet connectivity.

## **21. Annexure-XIII: Indicative Fraud Triggers (Indicative list)**

### Claim History Triggers

1. Impersonation.
2. Mismatch of in house document with submitted documents.
3. Claims without signature of the AB PMJAY-MA Yojana Beneficiary on pre-authorization form.
4. Second claim in the same year for an acute medical illness/surgical.
5. Claims from multiple hospitals with same owner.
6. Claims from a hospital located far away from AB PMJAY-MA Yojana Beneficiary's residence, pharmacy bills away from hospital/residence.
7. Claims for hospitalization at a hospital already identified on a "watch" list or black listed hospital.
8. Claims from members with no claim free years, i.e. regular claim history.
9. Same AB PMJAY-MA Yojana Beneficiary claimed in multiple places at the same time.
10. Excessive utilization by a specific member belonging to the AB PMJAY-MA Yojana Beneficiary Family Unit.
11. Deliberate blocking of higher-priced Package Rates to claim higher amounts.
12. Claims with incomplete/ poor medical history: complaints/ presenting symptoms not mentioned, only line of treatment given, supporting documentation vague or insufficient.
13. Claims with missing information like post-operative histopathology reports, surgical / anaesthetist notes missing in surgical cases.
14. Multiple claims with repeated hospitalization (under a specific policy at different hospitals or at one hospital of one member of the AB PMJAY-MA Yojana Beneficiary Family Unit and different hospitals for other members of the AB PMJAY-MA Yojana Beneficiary Family Unit), multiple claims towards the end of Policy Cover Period, close proximity of claims.

### Admissions Specific Triggers

1. Members of the same AB PMJAY-MA Yojana Beneficiary Family Unit getting admitted and discharged together.

2. High number of admissions.
3. Repeated admissions.
4. Repeated admissions of members of the AB PMJAY-MA Yojana Beneficiary Family Unit.
5. High number of admission in odd hours.
6. High number of admission in weekends/ holidays.
7. Admission beyond capacity of hospital.
8. Average admission is beyond bed capacity of the EHCP in a month.
9. Excessive ICU admission.
10. High number of admission at the end of the Policy Cover Period.
11. Claims for medical management admission for exactly 24 hours to cover OPD treatment, expensive investigations.
12. Claims with Length of Stay (LoS) which is in significant variance with the average LoS for a particular ailment.

#### Diagnosis Specific Triggers

1. Diagnosis and treatment contradict each other.
2. Diagnostic and treatment in different geographic locations.
3. Claims for acute medical illness which are uncommon e.g. encephalitis, cerebral malaria, monkey bite, snake bite etc.
4. Ailment and gender mismatch.
5. Ailment and age mismatch.
6. Multiple procedures for same AB PMJAY-MA Yojana Beneficiary – blocking of multiple packages even though not required.
7. One-time procedure reported many times.
8. Treatment of diseases, illnesses or accidents for which an Empanelled Health Care Provider is not equipped or empanelled for.
9. Substitution of packages, for example, Hernia as Appendicitis, Conservative treatment as Surgical.
10. Part of the expenses collected from AB PMJAY-MA Yojana Beneficiary for medicines and screening in addition to amounts received by the Insurer.
11. ICU/ Medical Treatment blocking done for more than 5 days of stay, other than in the case of Critical Illness.

12. Overall medical management exceeds more than 5 days, other than in the case of Critical Illness.
13. High number of cases treated on an OOP basis at a given provider, post consumption of financial limit.

#### Billing and Tariff based Triggers

1. Claims without supporting pre/ post hospitalisation papers/ bills.
2. Multiple specialty consultations in a single bill.
3. Claims where the cost of treatment is much higher than expected for underlying etiology.
4. High value claim from a small hospital/nursing home, particularly in class B or C cities not consistent with ailment and/or provider profile.
5. Irregular or inordinately delayed synchronization of transactions to avoid concurrent investigations.
6. Claims submitted that cause suspicion due to format or content that looks "too perfect" in order. Pharmacy bills in chronological/running serial number or claim documents with colour photocopies. Perfect claim file with all criteria fulfilled with no deficiencies.
7. Claims with visible tempering of documents, overwriting in diagnosis/ treatment papers, discharge summary, bills etc. Same handwriting and flow in all documents from first prescription to admission to discharge. X-ray plates without date and side printed. Bills generated on a "Word" document or documents without proper signature, name and stamp.

#### General

1. Qualification of practitioner doesn't match treatment.
2. Specialty not available in hospital.
3. Delayed information of claim details to the Insurer.
4. Conversion of OP to IP cases (compare with historical data).
5. Non-payment of transportation allowance.
6. Not dispensing post-hospitalization medication to AB PMJAY-MA Yojana Beneficiaries.

### 23. Annexure- XIV: Audit formats (Indicative)

#### A. Desk Audit Checklist

Case number				
Name of patient				
Hospital Name & District				
Package booked				
Package Amount				
Admission Date				
Discharge Date				
		Yes	No	Remarks
1	Are all mandatory documents required at the time of pre-auth uploaded?			
2	If uploaded, do these documents justify hospitalization?			
3	Are symptoms and diagnosis in sync?			
4	Do diagnostic reports conclude diagnosis?			
5	Is the package booked in sync with diagnosis?			
6	Are admission notes and detailed findings at admission notes available?			
7	Are requisite post-treatment evidentiary documents available to confirm complete appropriate treatment?			
8	Do the post-treatment evidentiary documents confirm that treatment was given?			
9	Was Length of Stay as per package specification?			

10	Is a Discharge summary available?			
11	Does the discharge summary capture all details of presenting features, investigations, line of treatment given during stay line of treatment advised at discharge and (Select <No> if investigations and all treatment details, missing as follow up will be not be rational)			
Remarks : -				



## C. Fact Sheet

Name of the hospital		
Location (State, District, Block and Village/Ward)		
Hospital ID		
Type of hospital (public/private)		
Date of investigation		
Number of PMJAY-MA beneficiaries admitted in the hospital		
Infrastructure	Y/ N	Remarks
Is there any signboard outside hospital showing that it is empanelled in scheme (Y/N)		
Availability PMAM kiosk (Y/N)		
PMAM kiosk located at the entrance (Y/N)		
Availability of PMJAY-MA promotional boards (Y/N)		
Availability of registration certificate of the hospital (Y/N)		
Availability of ICU		
Availability of HDU		
No of beds available in:		
General Ward		
ICU		
HDU		
Distance is maintained between two beds		
No. of OTs		
No. of OT tables		
If OT sterilization facility is functional? (Y/N)		

Is Adequate lights and Air conditioning provided in each OT (Y/N)		
Provision of biomedical wastes (Y/N)		
Human Resource		
Resident Medical Officer (RMO)/duty doctor available at the time of visit (Y/N)		
Availability of qualified nursing staff at the time of visit (Y/N)		
Availability of technicians and pharmacists at the time of visit (Y/N)		
Availability of specialists for which claims are booked at the time of visit (Y/N)		
Medical documentation		
Availability IPD register at the time of visit (Y/N)		
Availability OT register at the time of visit (Y/N)		
Availability pharmacy record at the time of visit (Y/N)		
Availability of laboratory records at the time of visit (Y/N)		
Availability of fumigation register at the time of visit (Y/N)		
Availability of implants and prosthesis register at the time of visit (Y/N)		
Availability of pre-anesthesia documents at the time of visit (Y/N)		
Availability of requested patient files (Y/N)		

Undertaking by hospital

This is to certify that the information provided by me/us about \_\_\_\_\_, is true to the best of my/our knowledge and is based on documentation and process followed in this hospital/institution. I/We had not suppressed any information or fact. Further, I/We understand that, in case the information provided is found to be incorrect and based on suppression of facts, the hospital stands to forfeit its claims.

Name & Signature of Auditing Doctor and date

Name & Signature of authorized person from hospital and Date with seal of hospital

## D. Medical Audit Form

A. Hospital Details				
1	Date of investigation			
2	Name of Hospital			
3	Address of Hospital			
4	Hospital ID (if available)			
5	Type of hospital (Public/Private)			
6	Number of PMJAY-MA beneficiaries admitted in the hospital as per TMS			
7	Number of PMJAY-MA beneficiaries admitted in the hospital			
B. Hospital Infrastructure		Yes	No	Remarks
8	Hospital Existence			
9	Response from Hospital (Co-operative/Non Co-operative/ Indifferent)			
10	Is hospital registered with DGHS?			
11	Availability of PMAM kiosk			
12	Location of PMAM kiosk (Easily Visible/Far inside)			
13	Promotional boards prominently displayed			
14	Total no of Beds			
15	Number of Beds in general ward			
16	Adequate distance (4 feet) maintained between two beds			

17	Is HDU available?			
18	Number of Beds in HDU			
19	Is ICU available?			
20	Number of Beds in ICU			
21	Is the ICU well equipped			
A	Standard ICU bed			
B	Equipment/monitor for the constant monitoring for vitals			
C	Emergency crash cart			
D	Defibrillator			
E	Ventilators			
F	Suction pumps			
G	Bedside oxygen facility			
H	Air conditioning			
22	Is OT available?			
23	No of OT			
24	No of OT tables			
25	OT sterilization facility functional			
26	Adequate lights (general level illumination) is provided in each OT			
27	Air conditioning is provided in each OT			
28	Is the OT well equipped			
A	Anaesthetic machine			
B	Ventilator			
C	Laryngoscopes (Adult/Pediatric)			

D	Endotracheal tubes/laryngeal masks			
E	Airways/Nasal tubes			
F	Suction apparatus and connectors,			
G	Oxygen			
H	Drugs for emergency situations			
I	Monitoring equipment including ECG, ETCO2 (where applicable)			
J	Pulse oximeter and blood pressure			
K	Cardiac monitor			
L	Defibrillator			
29	Pathology/Diagnostics (In house/Outsourced/Not Available)			
30	Availability of Biomedical Waste Management			
31	Overall hygiene maintained in the hospital (Good/Average/ Poor)			
32	Any other remark or observation:			
C. Human Resource		Yes	No	Remarks
33	Availability of PMAM at the time of visit			
34	Availability of on duty doctors at the time of visit (Whatever applicable)			
A	RMO			
B	Emergency doctor			
C	ICU doctor			

35	Availability of adequate number of nurses at the time of visit			
36	Are the nurses appropriately qualified			
37	Availability of technicians (if applicable)			
38	Availability of pharmacists (if applicable)			
39	Availability of specialists for which claims are booked			
40	Any other remark or observation:			
D. Documentation		Yes	No	Remarks
41	Availability of IPD register at the time of visit			
42	Completeness of IPD register at the time of visit (should have entry and exit dates of the patient)			
43	Availability of OT register at the time of visit			
44	Completeness of OT register at the time of visit (Should have name of patient, date, procedure name, diagnosis, anaesthetist's name, OT technician's name, surgeon's name, operation remarks and signature of surgeon)			
45	Availability of fumigation register at the time of visit			
46	Completeness of fumigation register at the time of visit (Should have date and time of fumigation)			
47	Availability of pharmacy record at the time of visit			

48	Completeness of pharmacy record at hr time of visit (Should have information on patient name and dispensing date)			
49	Availability of laboratory records at the time of visit			
50	Completeness of laboratory records at the time of visit (Should have date, patient name, sample collection date and report received date and findings)			
51	Availability of implants and prosthesis register at the time of visit			
52	Completeness of implants and prosthesis register at the time of visit (if applicable) (Should have dates of dispensing, name of patient, name of consultant, site of insertion, procedure name and bar code stickers)			
53	Any other remark or observation:			
E. Case Specific Details		Yes	No	Remarks
54	Name of patient			
55	Package booked			
56	Name of Treating Doctor			
57	Specialization of treating doctor			
58	Date and time of Hospital Admission as per hospital file			
59	Date and time of Hospital Discharge as per hospital file			

60	Type of Treatment (Surgical/Medical)			
61	Diagnosis:			
62	Did the patient leave against medical advice			
63	If yes, why?			
64	Entry in Outdoor Register found			
65	Entry in Indoor Register found			
66	Entry in OT Register found (only in case of surgical case)			
67	Entry in Hospital Lab Register found			
68	Availability of IPD papers			
69	Completeness of IPD papers (Should have patient details, presenting complaints, diagnosis, investigations, treatment etc.)			
70	Do the IPD papers align with and justify the treatment given			
71	Availability and completeness of OT notes			
72	Completeness of OT notes (should be on hospital stationery and should have Date & time of beginning and completion of surgery, Name of surgeon, Name of Anaesthetist, Type of Anaesthesia, Surgery done (site, side and findings), Immediate Post op care, any complications faced and Signature of surgeon.			
73	Do the OT notes align with and confirm the conduction of booked surgery			

74	Availability of pre-anaesthesia documents assessed by a qualified anaesthesiologist			
75	Availability of daily nursing notes			
76	Completeness of daily nursing notes (Should have date, status/ progress of patient as recorded by nurse)			
77	Availability of daily doctor notes			
78	Completeness of daily doctor notes (Should have date, status/progress of patient and further course of medication/ treatment as recorded by doctor)			
79	Availability of daily progress chart			
80	Completeness of daily progress chart (Should have record of vitals with date and time)			
81	Availability of daily treatment chart			
82	Completeness of daily treatment chart (Should have record of medication with date and time)			
83	Availability of details of recorded monitoring of heart rate, cardiac rhythm, respiratory rate, BP, O2 saturation, airway security, and potency and level of anaesthesia			
84	Availability of Discharge Summary			
85	Completeness of Discharge Summary			
86	Do all the documents align and justify the need of and treatment given? Explain with remarks.			
87	Any other remark or observation:			

F. Patient/Attendant interview in the Hospital (Live Audit)		Yes	No	Remarks
88	Name of patient			
89	Package booked			
90	Name of Treating Doctor			
91	Specialization of treating doctor			
92	Date and time of Hospital Admission as per hospital file			
93	Date and time of Hospital Discharge as per hospital file			
94	Type of Treatment (Surgical/Medical)			
95	Patient Photograph collected with ID card			
96	Patient Id's proof Collected			
97	What were the presenting complaints at the time of admission?			
98	Since when was he suffering from the symptoms?			
99	Was he referred from another hospital/clinic/doctor?			
100	If yes, please name the hospital/clinic/doctor			
101	When did the patient get admitted?			
102	Is the patient admitted since then?			
103	What diagnostic tests (if any) were performed on the patient?			
104	Was any surgery conducted for the patient?			

105	If yes, is there a scar on the body?			
106	Has any money been charged so far?			
107	If yes, how much?			
108	Do they have receipts of the same?			
109	Is there any previous hospitalization of same patient at the same hospital?			
110	Any other remark or observation:			

### E. Medical Audit Report Format

The medical audit team shall record their findings and submit report in the format as mentioned below. The report should be submitted to the competent authority at the earliest.

Field Visit / Medical Audit

Hospital Name & ID -

Address -

Date of Visit –

Trigger -

No. of patients found v/s no. of patients shown admitted in the TMS

Infrastructure and Quality of care -Observation on infrastructure and quality of care (pics if any)

**Human Resource** -Observation on Human Resource (pics if any)

**Documentation** - Observation on record keeping and documentation (pics if any)

Specific cases (if any)

1 Name of beneficiary PMJAY-MA id

Case no.

Date of Admission

Date of Discharge

Package Blocked

Findings

2. Name of beneficiary PMJAY-MA id

Case no.

Date of Admission

Date of Discharge

Package Blocked

Findings

Key Findings and Observations and Conclusion

## F. Field Investigation Format

A. Hospital Details				
1	Date of investigation			
2	Name of Hospital			
3	Address of Hospital			
4	Hospital ID (if available)			
5	Type of hospital (Public/Private)			
6	Number of PMJAY-MA beneficiaries admitted in the hospital as per TMS			
7	Number of PMJAY-MA beneficiaries admitted in the hospital			
B. Hospital Infrastructure		Yes	No	Remarks
8	Hospital Existence			
9	Response from Hospital (Co-operative/Non Co-operative/Indifferent)			
10	Is Hospital Registered DGHS			
11	Availability of PMAM kiosk			
12	Location of PMAM kiosk (Easily Visible/Far inside)			
13	Promotional boards prominently displayed			
14	Total no. of Beds			
15	Number of Beds in general ward			
16	Adequate distance (4 feet) maintained between two beds			
17	Is HDU available?			

18	Number of Beds in HDU			
19	Is ICU available?			
20	Number of Beds in ICU			
21	Is OT available?			
22	No. of OT			
23	No. of OT tables			
24	Pathology/Diagnostics (In-house/Outsourced/Not Available)			
25	Overall hygiene maintained in the hospital (Good/Average/Poor)			
26	Any other remark or observation:			
C. Human Resource		Yes	No	Remarks
27	Availability of PMAM at the time of visit			
28	Availability of on duty doctors at the time of visit (Whatever applicable)			
A	RMO			
B	Emergency doctor			
C	ICU doctor			
29	Availability of adequate number of nurses at the time of visit			
30	Availability of specialists for which claims are booked			
31	Any other remark or observation:			
D. Documentation		Yes	No	Remarks
32	Availability of IPD register at the time of visit			

33	Availability of OT register at the time of visit			
34	Availability of pharmacy record at the time of visit			
35	Availability of laboratory records at the time of visit			
36	Availability of implants and prosthesis register at the time of visit			
37	Any other remark or observation:			
E. Case Specific details		Yes	No	Remarks
38	Name of patient			
39	Package booked			
40	Name of Treating Doctor			
41	Specialization of treating doctor			
42	Date and time of Hospital Admission as per hospital file			
43	Date and time of Hospital Discharge as per hospital file			
44	Type of Treatment (Surgical/Medical)			
45	Diagnosis:			
46	Did the patient leave against medical advice			
47	If yes, why?			
48	Entry in Outdoor Register found			
49	Entry in Indoor Register found			
50	Entry in OT Register found (only in case of surgical case)			

51	Entry in Hospital Lab Register found			
52	Availability of IPD papers			
53	Availability and completeness of OT notes			
54	Availability of pre-anaesthesia documents assessed by a qualified anaesthesiologist			
55	Availability of daily nursing notes			
56	Availability of daily doctor notes			
57	Availability of daily progress chart			
58	Availability of daily treatment chart			
59	Availability of Discharge Summary			
60	Any other remark or observation:			
F. Patient/Attendant interview in the Hospital (Live Audit)		Yes	No	Remarks
61	Name of patient			
62	Package booked			
63	Name of Treating Doctor			
64	Specialization of treating doctor			
65	Date and time of Hospital Admission as per hospital file			
66	Date and time of Hospital Discharge as per hospital file			
67	Type of Treatment (Surgical/Medical)			
68	Patient Photograph collected with ID card			
69	Patient Id's proof Collected			
70	What were the presenting complaints at the time			

	of admission?			
71	Since when was he suffering from the symptoms?			
72	Was he referred from another hospital/clinic/doctor?			
73	If yes, please name the hospital/clinic/doctor			
74	When did the patient get admitted?			
75	Is the patient admitted since then?			
76	What diagnostic tests (if any) were performed on the patient?			
77	Was any surgery conducted for the patient?			
78	if yes, is there a scar on the body?			
79	Has any money been charged so far?			
80	If yes, how much?			
81	Do they have receipts of the same?			
82	Is there any previous hospitalization of same patient at the same hospital?			
83	Any other remark or observation:			

## G. Home Visit Format

F. Home Visit: Patient/Attendant Interview after discharge		
Has s/he availed services under PMJAY-MA?* If yes proceed further	Yes	No
In which hospital did s/he utilize the services?*		
What were the presenting complaints at the time of admission?*		
Since when was he suffering from the symptoms?		
Was he referred from another hospital/clinic/doctor?	Yes	No
If yes, please name the hospital/clinic/doctor		
When did the patient get admitted?* (calendar)		
When did the patient get discharged?*" (calendar)		
Was s/he provided free food and travel allowance?*	Yes	No
Was the patient given a discharge summary?*"	Yes	No
Was post-hospitalization medication provided to the patient?*	Yes	No
Was any money asked by the hospital at any point of time?*	Yes	No
If yes, then how much?*		
For what purpose was the money charged?*		
Do they have receipts of the same?*"	Yes	No
Did they buy any medicine or did any diagnostic test at their own cost?*	Yes	No
Does the patient have any receipt for the same?*	Yes	
What was the treatment given?*		No
Was any surgery conducted for the patient?*	Yes	No
If yes, is there a scar on the body?*	Yes	No
Any other remark or observation:		

H. Beneficiary Audit Form

A. Patient Information

1. PMJAY-MA FAMILY ID:
2. Name:
3. Father's or Husband's name:
4. Address:  
 District: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_
5. Contact No.:
6. Members registered:

Sr. No.	Name	AB PMJAY-MA ID number	Gender	Age	Relationship
1.					
2.					
3.					
4.					
5.					
6.					

B. General Information

1. Where was the e-card made?
2. If hospital, was the beneficiary charged any money for the e-card? If yes, how much?

3. Has s/he availed services under AB PMJAY-MA? If yes -proceed further

4. In which hospital did s/he utilize the services?

5. What symptoms were the patient exhibiting when he/she visited the hospital?

6. When did s/he get admitted?

7. When did s/he get discharged?

8. For how many days was s/he hospitalized?

9. Was s/he provided free food?

10. What was the treatment given?

11. If any surgery, is there a scar on the body, which could help in verification of the surgery. (If yes, take photograph of the same)

(4 -11: match the information provided by the beneficiary with the one recorded in the TMS)

C. Match the photo of the Beneficiary being interviewed with the one submitted in TMS

D. Any other remark or observation:

E. Recommendation of the auditor:

Name and signature of the auditor with date:

**Annexure- XV: Details of Auditors to be placed in districts:**

<b>Sr. No.</b>	<b>District</b>	<b>Private Hospitals (Active)*</b>	<b>No. of Auditors to be placed at the District level</b>
1	Ahmadabad	118	2
2	Anand	16	
3	Kheda	13	1
4	Surendranagar	10	1
5	Bhavnagar	35	1
6	Gir Somnath	11	
7	Junagadh	24	1
8	Amreli	22	
9	Botad	11	1
10	Rajkot	57	1
11	Devbhumi Dwarka	5	
12	Jamnagar	9	2
13	Porbandar	2	
14	Morbi	5	
15	Kachchh	27	1
16	Gandhinagar	20	
17	Mahesana	31	1
18	Banas Kantha	85	
19	Patan	29	2
20	Sabar Kantha	29	
21	Arvalli	16	1
22	Vadodara	40	
23	Narmada	0	1
24	Panch Mahals	9	
25	Dohad	9	
26	Mahisagar	8	1
27	Chhotaudepur	5	
28	Bharuch	17	1
29	Surat	65	2
30	Tapi	7	
31	Navsari	13	
32	Valsad	13	1
33	Dang	0	
<b>Total</b>		<b>761</b>	<b>21</b>

Note: \*The no. of hospitals are approximate and may increase or decrease during the contract period.