



# Request for Proposal (RFP) for selection of service provider for Printing and Delivery of PM-JAY Arogya Card

Issued by: State Agency for  
Comprehensive Health & Integrated  
Services.  
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## Important Dates

<b>Published Date</b>	17 December, 2018
<b>Last date for submission of Pre-Bid Queries</b>	20 December, 2018
<b>Pre-Bid Meeting</b>	22 December, 2018
<b>Issue of Clarification/Corrigendum</b>	26 December, 2018
<b>Bid Submission Date &amp; Time</b>	10 January 2019, upto 1700 hours
<b>Bid Opening (Pre-qual.)</b>	15 January 2019
<b>Commercial bid opening</b>	17 January 2019
<b>Signing of Contract</b>	21 January 2019

## Disclaimer

The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP is based on the interim decisions taken by the State Agency for Comprehensive Health & Integrated Services (SACHIS) and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by SACHIS in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to SACHIS and to



seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of SACHIS. Neither SACHIS nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

SACHIS, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

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## **Invitation for Proposal**

State Agency for Comprehensive Health and Integrated Services

Date

Lucknow

State agency of comprehensive health and integrated services (hereafter referred to as SACHIS) for implementation of Ayushman Bharat-Pradhan Mantri Jan Arogya Yojna (AB-PMJAY) in the state of Uttar Pradesh at operational level having its Office at SACHIS, 4th floor, Nav Chetna Kendra, 10 - Ashok Marg, Hazratganj, Lucknow - 226001, UP invites responses (“Proposals”/ “Bids”) to this RFP from eligible Bidders for selection as a service providers for printing and delivery of PMJAY Arogya card.

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The time, date and venue details related to the pre-bid meeting and proposal submission are mentioned in the Bid Data Sheet. Proposals must be received not later than time, date and venue mentioned in the Bid Data Sheet. Proposals that are received after the deadline will not be considered. Bidder will be selected as service providers as per the procedures described in this RFP.

To obtain first-hand information on the assignment, Bidder is encouraged to attend the prebid meeting on the date and venue mentioned in the Data Sheet. Attending the pre-bid meeting is optional.

CEO,

State Agency for Comprehensive Health & Integrated Services,

Lucknow, UP – 226001



## Section I – Invitation to Bid & Introduction

### 1.1 Part I – Invitation to Bid

1. State Agency for Comprehensive Health & Integrated Services (SACHIS) invites proposals from reputed and reliable firms for the 'Printing & Delivery of PM-JAY Arogya Card'.
2. Bidders are advised to study the Bid document carefully.
3. Bidder shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with SACHIS.
4. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Intending bidders are advised to visit SACHIS's website: [www.sachis.in](http://www.sachis.in) at least 3 days prior to closing date of submission of tender for any corrigendum/ addendum/ amendment.
6. Hard Copy of original instruments in respect of earnest money deposit/ bid security must be delivered at the address as mentioned in the Data Sheet (Part II of Section-II of RFP). Bid will be rejected in case of non-receipt of original payment instrument like Demand Draft or Bank Guarantee with the submitted bid.
7. Bids will be opened as per date/time as mentioned in the Data Sheet of Part II of Section II of the RFP.
8. Bids shall be submitted only through e-bid submission.
9. SACHIS shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever.
10. The Request for Proposal consists of 5 Sections as mentioned below:
  - a. Section I Invitation to Bid and Introduction
  - b. Section II Instructions to Bidders
  - c. Section III Scope of Work
  - d. Section IV General Conditions & Special Conditions of Contract
  - e. Section V Annexures and Appendices
11. The response to the RFP should be submitted on or before the date and time specified in the schedule for RFP in Data Sheet (Part II of Section-II).
12. SACHIS reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
13. This 'Invitation to Bid' is non-transferable under any circumstances.
14. Address for Communication:  
SACHIS, 4<sup>th</sup> floor, Nav Chetna Kendra,  
10 - Ashok Marg, Hazratganj  
Lucknow - 226001, UP





## 1.2 Part II – Introduction

State agency of comprehensive health and integrated services (hereafter referred to as SACHIS) for implementation of Ayushman Bharat-Pradhan Mantri Jan Arogya Yojna (AB-PMJAY) in the state UP at operational level having its Office at SACHIS, 4<sup>th</sup> floor, Nav Chetna Kendra , 10-Ashok Marg, Hazratganj, Lucknow - 226001,UP

1. Invites responses (“Proposals”/ “Bids”) to this RFP.
2. This Request for Proposal (RFP) [RFP used interchangeably with Tender] document is therefore intended to invite bids from reputed and reliable companies for ‘Printing & Delivery of PM-JAY Arogya Card’. The cards shall be delivered at the District Magistrate’s Office at date and time mandated by SACHIS.
3. The cards are to be printed and delivered for State-Uttar Pradesh.
4. It is estimated that approximately **90 Lacs** (approx.) PM-JAY Arogya Cards would need to be printed and delivered.

## 1.3 Part III – Glossary & Acronyms

### 1.3.1 Glossary of Terms

1. State Health Agency – SACHIS
2. PM-JAY Arogya Card – Arogya Card means a plastic card indicating the name, birthday of the Head of Family and his household number
3. The term ‘Tender’ and ‘RFP’ has same meaning in the document

### 1.3.2 Acronyms

1. SACHIS – State Agency for Comprehensive Health & Integrated Services.
2. AB – Ayushman Bharat
3. PM-JAY – Pradhan Mantri Jan Arogya Yojna
4. RFP – Request For Proposal
5. SoW – Scope of Work
6. GC – General Conditions
7. SC – Special Condition
8. BOQ – Bill of Quantities
9. PBG- Performance Bank Guarantee
10. DHQ – District Head Quarters
11. GST – Goods & Service Tax
12. PSP – Print Service Provider
13. EMD – Earnest Money Deposit
14. MSE – Micro & Small Enterprise
15. MEITY – Ministry of Electronics & Information Technology
16. DIPP – Department of Industrial Policy & Promotion
17. GFR – General Financial Rules
18. ISO – International Standards Organization
19. DM – District Magistrate
20. MIS – Management Information System



## 21. SLA – Service Level Agreement

## 2 Section II – Instructions to Bidders

### 2.1 Part I – General

#### 2.1.1 Definitions

1. “Bid” means the bidders response to pre-qualification, technical and commercial requirements as stated in this RFP document.
2. “Bidder” means any entity that may provide or provides the Services to the SACHIS under the Contract.
3. “Instructions to Bidders” (Section II of the RFP) means the document which provides interested Bidders with information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider. Bidders are encouraged to contact SACHIS, conduct necessary fact finding for any further details, by themselves at their end.
4. “Service Providers” means the Bidder/s that have been selected by the SACHIS for execution of the services.
5. “Scope of Work” (SoW) explains the objectives, scope of work, activities, tasks to be performed and the respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA). A complete elaboration is available in Section III of the RFP.
6. “Standard Contract” means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.
7. "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
8. "Sub-Contractor" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder after necessary consent of SACHIS.

#### 2.1.2 Procedure for Submission of Bids

The Bid should be submitted through e – Bidding process on the following platform:  
**[etender.up.nic.in](http://etender.up.nic.in)**

#### 2.1.3 General

1. All the provisions listed out in the Request for Proposal (RFP) issued by the SACHIS shall be binding upon the participating bidders of this RFP.
2. SACHIS will select Service Providers, in accordance with the method of selection as detailed in Part-IV of Section-II “Selection Process”.
3. The detailed scope of the assignment/job has been described in the Scope of Work in Section III of RFP.
4. The date, time and address for submission of the bid have been given in Data Sheet at Part II of Section-II of RFP.

5. Interested Bidders are invited to submit the documents for Pre-Qualification, Technical Bid and Financial Bid, strictly as per Part V of Section II – “Instructions on Bid Preparation and document checklist”.
6. SACHIS is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders and assigning any reason to the bidder.

#### **2.1.3.1 Only One Bid**

A Bidder shall submit only one Financial Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.

#### **2.1.3.2 Bid Validity**

The Part II of Section-II ‘Data Sheet’ indicates the period for which the Bidders’ Bid must remain valid after the submission date.

#### **2.1.3.3 Consortium and Sub-Contracting**

Bids received from Consortiums will be rejected. Sub-contracting of any work resulting from the tender is not allowed.

#### **2.1.3.4 Tenure of Contract**

1. The tenure of the Contract shall be as specified in ‘Data Sheet’ at Part-II of Section-II.
2. Extension of the contract: The contract may be extended as specified in ‘Data Sheet’ at Part-II of Section-II.
3. Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, the SACHIS reserves the right to terminate the contract without prejudice or liability after giving notice as stipulated in GC and SC.

#### **2.1.4 Clarification and Amendment of RFP Document**

1. Bidders may request a clarification in the RFP document up to the number of days indicated in ‘Data Sheet’, before the bid submission date. Any request for clarification must be sent to the official email id mentioned on the website. Clarifications to the query mails shall be listed on the website while queries raised in the pre-bid meeting shall be addressed specifically to the concerned party via an email.
2. At any time, before the submission of Bids, SACHIS may amend the RFP by issuing an addendum/corrigendum in publishing on its website (etender.up.nic.in). The addendum /corrigendum issued shall be binding on all Bidders.

#### **2.1.5 Preparation of Financial Bid**

1. The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser shall be in English.
2. The Financial Bid shall be prepared using the attached Standard Form as in Annexure-I and Annexure-II. It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it. Any such conditional financial bid shall be summarily rejected.

### 2.1.6 Taxes

1. The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by SACHIS under the Contract. Bidders shall mention all such taxes in quoted cost in the financial bid separately as per the format provided.
2. Bidders shall provide the price of their services in Indian Rupees (₹) and up to two decimal places only (for example: Rs 00.00) (exclusive of taxes)
3. The service provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred on the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the SACHIS or service provider respectively. Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFP.

### 2.1.7 Earnest Money Deposit (EMD)

1. An EMD in the form of Demand Draft to be drawn from scheduled/commercial bank of the value as specified in the 'Data Sheet' may be submitted in favor of "Uttar Pradesh Swasthya Bima Kalyan Samiti Administrative Fund" payable at Lucknow.
2. The Demand Draft should be valid for **45 days beyond bid validity period** from the last date of submission of the bid. The hard copy of the original instrument in respect of EMD must be submitted as mentioned in Data Sheet (Part II of Section-II of RFP) on or before bid opening date and time as specified along with other bid documents. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.
3. The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organization, or with the Ministry of Electronics and Information Technology (MEITY), or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of EMD. Such Bidders must furnish a valid certificate in this regard along with the bid.
4. Bids not accompanied with EMD shall be rejected as non-responsive.
5. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.
6. The bank details of SACHIS are
  - a. Account Number – 37924587574  
A/C Holder – Uttar Pradesh Swasthya Bima Kalyan Samiti Administrative Fund  
Bank Name – State Bank of India  
Branch name: Jawahar Bhavan, Lucknow  
IFSC code: SBIN0006144

#### 2.1.7.1 Forfeiture of EMD

The entire EMD shall be forfeited by SACHIS in the following events:

1. If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process.

3. If the Bidder/s selected as ‘Service Provider/s’ chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

#### **2.1.8 Performance Bank Guarantee (PBG)**

1. The selected service providers shall be required to furnish a Performance Bank Guarantee (PBG) equivalent to INR 10,00,000 (Ten Lacs Only) in the form of an unconditional and irrevocable Bank Guarantee from a scheduled/ commercial bank in India in favor of “Uttar Pradesh Swasthya Bima Kalyan Samiti Administrative Fund” for the entire period of contract with additional 90 days claim period.
2. Performance Bank Guarantee shall be submitted by the successful bidder within 7 days of notification of issuance of letter of intent or award of contract.
3. The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period of extension of contract including claim period.
4. Performance Bank Guarantee would be returned after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.
5. On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft submitted towards EMD would be returned in original.
6. Non-compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award and forfeiture of EMD, in which event SACHIS may award contract to the next lowest evaluated bidder or invite fresh bids.

#### **2.1.10 Submission, Receipt and Opening of Bids**

1. An authorized representative of the Bidder shall initial/sign all pages of the original Financial Bid before submission.  
The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the pre-qualification bid i.e. bidder is required to submit the copy of power of attorney or board resolution along with the Pre-qualification bid documents, demonstrating that the representative has been duly authorized to sign.
2. For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II.
3. Any bid received by the Purchaser after the deadline for submission shall not be considered.

#### **2.1.11 Right to Accept/ Reject the Bid**

SACHIS reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The purchaser reserves the right to reject incomplete or incorrect bids.

#### **2.1.12 Public Opening and Evaluation of Financial Bids**

1. Financial bids shall be opened on the date & time specified in the Schedule.
2. The Purchaser reserves the right to correct any computational errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number and also in case of discrepancy between words and figures, words will be considered as final figure.



3. Award of contract to the qualified bidder will be done as per the process defined in Part-IV of section-II.

### **2.1.13 Disqualification**

Purchaser has the sole discretion to disqualify any applicant and at any time during the evaluation of application, if the applicant:

1. Submitted the application after the response deadline.
2. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements.
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
4. Submitted an application that is not accompanied by required documentation or is non-responsive.
5. Failed to provide clarifications related thereto, when sought.
6. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member.

### **2.1.14 Award of Contract**

1. The Purchaser shall issue a 'Letter of Award' to the selected Bidder.
2. The selected bidder will sign the contract within 3 days of notification of Award of contract.
3. The service provider is expected to commence the services within 3 days (from the date of signing the contract between the service provider and the purchaser).

### **2.1.15 Termination of Contract**

Notwithstanding the duration of the contract/ allocation of volume of work, the termination of the Contract is subject to the conditions as stipulated in Para 2 of General & Special Conditions of Contract.



## 2.2 Part II – Data Sheet

### 1. Name and Details of Purchaser

Chief Executive Officer, SACHIS, 4<sup>th</sup> floor, Nav Chetna Kendra, 10 – Ashok Marg, Hazratganj, Lucknow - 226001, UP

### 2. Bid Submission Address

Printing & Delivery of PM-JAY Arogya Card – Through e-Submission process.

### 3. Bids must remain valid for 180 days after the closing date of bid.

### 4. Tenure of Contract

The contract period is up to 2 months from the date of signing the contract. However, the service provider is required to complete the works, on or before 30 Days in a satisfactory manner, subject to adherence to time lines/time frame and as per the terms and conditions of RFP.

### 5. Extension of Contract

The contract extension shall only be at the discretion of SACHIS.

### 6. Clarifications

Clarifications may be requested no later than the dates defined in the Schedule. Clarifications may be e-mailed (only) to the following address:

[“uprsby@yahoo.co.in”](mailto:uprsby@yahoo.co.in)

(All emails must have subject line ‘Pre-Bid Queries for: Printing & Delivery of PM-JAY Arogya Card’)

### 7. Amount of EMD is INR 5, 00,000/- (Rupees Five Lacs only)

### 8. Performance Bank Guarantee will be INR 10, 00,000 – (Rupees Ten Lacs Only) for selected bidder (i.e. service provider)

### 9. Method of Selection

- All bidders have to quote unit rates (Column D in the table mentioned in annexure II).
- The bidder with the L1 rate shall be awarded for the service provider for the Uttar Pradesh state.

## 2.3 Part III – Eligibility Criteria

Evaluation of Pre-qualification criteria will be as per the information/response provided by the bidders against Pre-qualification criteria along with the relevant supporting documents.

**Important: Those service providers who do not qualify Pre-Qualification Criteria(s) will not be considered for any further processing and are liable to be rejected.**

### 2.3.1 Pre-Qualification Criteria

TABLE I	
Name of the Bidder	
Mailing Address	
Telephone & Fax Number	
Email Address	



Name and designation of the person authorized to make commitments to SACHIS	(Certificate of Authority to be provided)
Year of establishment of firm	
Other financial activities of the firm/ company	

Sr. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1.	Company registered in India under the Companies Act 1956/Companies Act, 2013	Certificate Incorporation/Registration		
2.	The Bidder MUST have turnover/revenues from manufacture, personalization and supply of cards made up of PVC/PC, including security printing should be minimum Rs 10 (Ten) crore per annum in each of the last 3 financial years. (Required Information to be provided in specified format given in ANNEXURE IX)	Certified copies of audited financial statements & annual report for the immediately preceding three financial years i.e., 2015-2016, 2016-2017 & 2017-18, in case revenues from printing activity are not separately mentioned in the financial statement, a Certificate to the effect from the statutory auditor (in original) of the company qualifying the revenue is also required to be furnished.		
3.	Should have filed income tax returns for the three financial years 2015-2016, 2016-2017 & 2017-18	Certified copies of the ITRs filed by the entity for the immediately preceding three financial years i.e., 2015-2016, 2016-2017 & 2017-18.		

4.	The bidder should not be blacklisted or debarred or banned from participating or carrying out business with the SACHIS or the entire Central Government at the time of the submission of the bid. An undertaking from the bidder, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Certificate from the whole time Company Secretary or Statutory Auditors of the bidder entity as mentioned in Annexure XI of Section V.		
5.	Must have an ‘installed capacity’ of not less than 5 Lakhs per day in printing, enveloping, and handling /packaging of similar cards and delivery of cards at the designated point(s).	Self-certification by authorized signatory of the bidder		
6.	The bidder must have successfully “completed” OR “completed part of the ongoing” variable data printing & delivery of QR/bar-coded cards (at least in any two out of the last three FY viz 2015-2016, 2016-2017 & 2017-18 of the following values (a) one project costing not less than Rs 5 Crore Or (b) Two projects costing not less than Rs 3 Crore each	“Satisfactory Work Completion Certificate(s)” with date from the client / CA / CS pertaining to the value of work done. Also provide client reference(s) detailing Name, Designation, Phone and Email Ids.		
7.	The bidder should have ISO 27001:2013 certification of the suggested printing location at the time of bid submission.	Copy of the certification valid on date of bidding		
8.	The bidder needs to have a GST registration certificate.	Valid GST Certificate		
9.	The Bidder must be a profit making company in each of the last three financial years ending 31st March 2018	Evidenced by the audited accounts of the company		



**Note:** Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the CS/authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. Purchaser reserves the right of conducting physical verification of printing site declared by service provider to assess the capacity mentioned by PSP in bid documents. Any variation in mentioned criteria and physical verification results in penalty upto termination of contract.

### **2.3.2 Technical Evaluation Criteria**

Bidder will have to score a minimum qualifying score of 70 marks to be considered further for Commercial Evaluation.

The bidders are required to provide required information as is provided in Annexure VI, VII, VIII and IX of the RFP. The marks shall be assigned to the bidders basis the information provided by them in these annexures. Each Annexure would be marked on 25 marks, giving a cumulative 100 marks.

**Note:** Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the CA/authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

## **2.4 Part IV - Selection Process**

### **2.4.1 Evaluation of Proposals**

The evaluation of the proposal will be done in 3 parts:

1. **Preliminary Scrutiny:** Each proposal will be scrutinized by a RFP Committee of SACHIS to determine whether the documents have been properly signed by authorized representative of the bidder, all relevant papers submitted, and the proposal are in order. Proposals not conforming to such requirements will be prima facie rejected.
2. **Pre-Qualification:** The minimum qualifying criteria mentioned in Table-1 at Part III of Section-II will need to be met to be considered for technical evaluation.
3. **Technical Evaluation:**
  - a. The technical bid will be evaluated based on the proposal submitted by the bidder as per section 2.3.2, page # 20. Marks to each bidder will be awarded and a Total Technical Score (TS) shall be computed for each bid. It is mandatory for the Bidders to secure minimum qualifying points of 70 in order to qualify in this stage.
  - b. In order to qualify as defined hereunder as ‘Technically Qualified Bidder’ (TQB), the bidders should have scored a minimum of 70 marks. Only TQBs with minimum of 70 marks will be considered for Commercial Evaluation.
  - c. Misrepresentation/falsification of details submitted shall render the bidder disqualified.

### **2.4.2 Selection of Service Provider**

1. The Financial Bids of only the ‘Technically Qualified Bidders’ will be opened to prepare first list of L1 rates .
2. The lowest rate L1 will be treated as the “Discovered Rate.”
3. Once the L1 list is identified, the bidder who has quoted the lowest shall be the winning bidder as service provider.



4. Bidders are required to quote the total per unit cost (printing, delivery and receipt) as per the list provided in Annexure II of the RFP. Any discrepancy in this shall be liable for bid rejection.

#### **2.4.3 Allocation of Work**

1. SACHIS shall allocate work to the selected service providers.

### **2.5 Part V – Instructions on Bid Preparation and Documents Checklist**

#### **2.5.1 Submission Process**

Detailed e-Bid submission process guideline is attached in Annexure 1 of Section V of this document.

Bid will be rejected in absence of below mentioned documents.

1. The bid shall be submitted through e-bid submission in two packets i.e. Two Bid system (Pre-Qualification, Technical Bid and Commercial/financial Bid), and bidder must follow the procedure as detailed in the Part-I (General) of Section II.
2. All the pages of bid being submitted must be signed by the authorized signatory and sequentially numbered by the bidder irrespective of nature of content of the documents and must contain the list of contents with page numbers before uploading.
3. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.
4. Original Instruments for EMD must be submitted on or before the last date and time of submission of e-Bids, date and time as mentioned in the Data Sheet (Part II of Section-II of RFP).

#### **2.5.2 Financial/Commercial Bid Forms**

1. The bidder shall quote the total per unit cost of Card for providing services as per the Scope of Work given in Section III which shall exclude all the statutory taxes, levies, duties etc. (refer column D of annexure II)
2. Additionally the bidders shall also quote total taxes (column E), Total unit cost – inclusive of taxes (column F), Total cost – exclusive of taxes (column H) – multiplying the indicative volume with unit cost (column D X column G) and total cost –inclusive of taxes (column I)
3. The total per unit cost of a “Card” quoted shall be inclusive of all costs for providing other additional services specified in the ‘Scope of Work’. The total cost quoted shall be inclusive of all incidental expenses. The ‘Cost’ should be exclusive of all taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.
4. Bidder must quote only one cost. Cost shall be provided up to two decimal places.
5. Bidder shall also separately mention all the statutory taxes, levies, duties etc.

#### **2.5.3 Financial Bid Covering Letter**

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I of Section V.” It is clarified that the bids are to be submitted manually only as per the manner detailed in RFP and no other mode is permitted for bid submission.

## Financial Bid Form

The Bidders shall submit the Financial Bid Form as given in Annexure-II along with covering letter as specified in Annexure-I. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.

### 2.5.4 Checklist

S No.	Category	Detailed description	Compliance (Yes/No)
1.	Cover Letter (on letterhead of the Bidder)	-----	
2.	Pre-Qualification Criteria	<ul style="list-style-type: none"> <li>• Signed and scanned copy of List and Supporting Documents as per Table-1 of Part-III of Section II.</li> <li>• Earnest Money Deposit</li> <li>• Signed in original the Integrity Pact – Bidders are required to sign (by authorized signatory) the integrity pact as per the format provided in Annexure XII</li> <li>• Signed in original the Non-Disclosure Agreement - Non- Disclosure Agreement as per Appendix C.</li> <li>• Power of attorney/ board resolution</li> </ul>	
3.	Technical Evaluation Criteria	Signed copies of supporting documents as required in section 2.3.2, page # 20	
4.	Commercial Bid	Commercial bid filled out in the formats as specified in Annexures II (schedule of price bid) & Annexure I of Section-V.	
5.	EMD	Scanned copy of Demand Draft towards EMD.	

## 3 Section III – Scope of Work

### 3.1 Part I – Description of Services

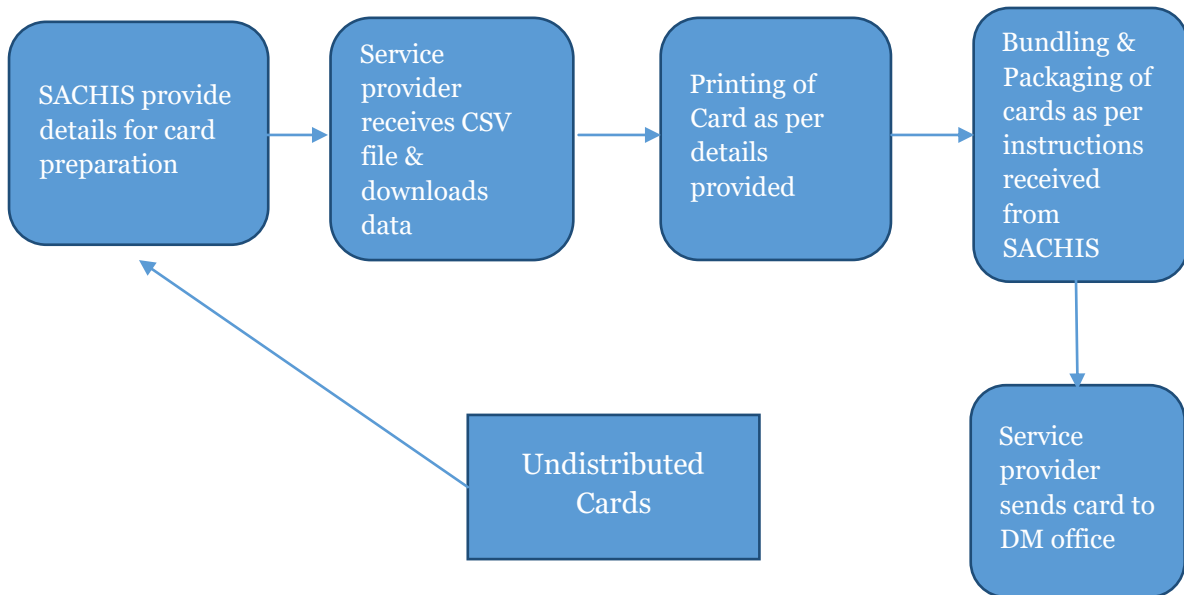
#### 3.1.1 General

After selection of Service Provider through this RFP process, the selected Service Provider will be required to deliver the services as per the requirements detailed in this section. SACHIS estimates to print nearly **90 Lacs (approx.) card** during the contract period at the rate of approximately 5 Lakh

card per day. However, the actual number of cards to be printed and delivered are subject to change. (Numbers can be increased or decreased).

### 3.1.2 Process Flow for PM-JAY

Printing and Delivery of Arogya cards-



### 3.1.3 Receiving data from SACHIS

1. The data for printing shall be provided to the Service Provider in a password-protected CSV file format in 3 tranches.
2. Printing will be undertaken for each tranche of data (30 lakh). And after completion of one tranche, data for the next tranche will be given in the aforementioned format.
3. Service provider shall collect the data from the SACHIS on a portable hard drive. The data shall be provided in an encrypted format. The key shall be shared only with the authorized representative of the service provider.

### 3.1.4 Security of Data

1. Ensuring Security of electronic data provided by the SACHIS is of paramount importance and should strictly adhere to the standard guidelines of the Government of India on Data Security (Reference guidelines are included in Annexure X). Any other instructions on Data Security issued by SACHIS from time to time will have to be adhered to strictly.
2. Information security guidelines of Government of India applicable to Service Provider/Print Service Provider (PSP) shall apply. The PSP shall ensure the confidentiality and integrity of data and services.

### 3.1.5 Processing of Data received from SACHIS

The Service Provider shall be provided data of PM-JAY Beneficiaries including:

1. Variable content for each PM-JAY Arogya Card
2. Unique Code for each Block and Village for Rural data and ULB / Ward for Urban Data Or any other as decided by SACHIS



The Service Provider shall deploy defensive check mechanisms for verifying the integrity of data received from SACHIS. The Service Providers are expected to validate the data file structure, verify the mandatory fields as specified by SACHIS and print only unique records, unless otherwise specified by SACHIS.

The Service Providers are expected to process the records including generation of a Barcode embedded with the contents specified by SACHIS for each family.

The verified error records are assigned a reason, skipped (not processed for printing) and written to the skipped file thereby creating a MIS report for all the records skipped for printing. The list of reasons for skipping records shall be provided by SACHIS to the Service Provider. MIS for such skipped file is to be prepared in the format as specified in Appendix – B and submitted to SACHIS.

### **3.1.6 Sorting of Data**

- The Service Providers are expected to have in-place comprehensive ‘Collating and Sorting software’ which is capable of collating and sorting the electronic data to ensure high efficiencies in printing and delivery of PM-JAY Arogya Cards.
- The Service Providers are also required to sort the received rural data village code wise and bundle the printed PM-JAY Arogya Card – District wise/Block wise/Village Wise.
- Urban data is to be grouped ULB and Ward wise. This is to ensure grouping together of all the PM-JAY Arogya Card meant for delivery to one area. The other variables for sorting of data may be specified by SACHIS from time to time and the same needs to be complied by the Service Provider.

### **3.1.7 Printing of PM-JAY Arogya Cards**

- The *variable data* in the PM-JAY Arogya Card printed should have a single color (black) with PM-JAY logo in color and bar code.
- All static/offset content to be printed in multi-colours
- The Barcode should have PM-JAY Unique Household ID (or any other key identifier so identified by SACHIS) embedded in it.
- Offset Printing should be done

All printing work for variable fields is to be done as per the Annexure IV and V of Section V.

### **3.1.8 Bagging of PM-JAY Arogya Card**

- The Service Providers are required to pack the cards for each district into an individual bag. A unique package tracking code will be provided for each district that will need to be printed on the bag along with details of the State, District, Block and Village and Number of Cards in the Bag.
- Village Bags will need to be packed into a Block level bag. A unique Tracking code provided will need to be printed for each block.
- Urban cards will be packaged ward wise with similar tracking code printed on each block
- Packaging shall be done in proper manner, with cards stacked in neat sortable packets, for easy handling.

### 3.1.9 Mode of dispatch of PM-JAY Arogya Card

The proof of hand over of PM-JAY cards at the DM office should be collected by PSP (printing service provider), in the form of a detailed receipt from the concerned DM office specifying the number of packets and cards delivered, with proper official seal.

### 3.1.10 Purging

After successful printing and dispatching, the Service Provider shall install systems that automatically purge the databases containing resident data in an automated and systematic mechanism in a periodic manner to be decided by SACHIS. After completion of purging activity, SACHIS may undertake physical inspection for verification of completion of purging process and ensuring compliance of procedure prescribed by SACHIS. The printing service provider and its printing premises and computing environment shall be subjected to the guidelines under the information security policy of GoI(<http://dahd.nic.in/sites/default/files/National%20Information%20Security%20Policy%20and%20Guidelines%20v5.0.pdf> )

## 3.2 Part II – Service Level Agreement

1. The purpose of this Service Level Agreement (SLA) is to clearly define the levels of service which shall be provided by the Service Provider to the Purchaser for the duration of this Contract.
2. The benefits of this SLA are to:
  - a. Trigger a process that draws the Purchaser and Service Provider management's attention to certain aspect of performance when that aspect drops below an agreed upon threshold or target.
  - b. Makes explicit the expectations that Purchaser has for performance from the selected Service Provider.
  - c. Helps Purchaser control the levels and performance of Service Provider's services.
3. The Purchaser may initiate an interim review to check the performance and the obligations of the Service Provider and, in case desired, review and revise the SLA. The Purchaser reserves the right to revisit the SLAs at a later date based on the learning from past experience and stabilization of operations. The Purchaser also reserves the right to waive or relax part or whole of SLA applicable for the duration or to the specific Service Provider.
4. The Purchaser or its designated officials shall have the right to conduct quality and process audit of the Service Provider, at any point of time, in respect of SLA or any other parameters at any time without prior notice.
5. The Service Provider shall submit reports on the SLA and key parameter defined in this Section to the Purchaser in accordance with the specified formats and reporting periods. The Purchaser may ask the Service Provider to provide clarifications on these reports as well as the measurement tools and processes utilized by the Service Provider for reporting. The Purchaser should have full access to check the status/report at any time. The Service Provider shall extend full cooperation for conducting such audits.
6. All SLAs are defined with reference to the daily printing output for selected Service Provider. The current tracking assumes a total daily quantity of **5 lakh PM-JAY Arogya Card** per day.
7. Non-availability of sufficient data from the SACHIS will be treated as an exception. Sufficient data will be made available to the Service Provider by SACHIS. However, at



times, there may be occasions when SACHIS is unable to provide sufficient data. In such cases the applicable penalty shall be calculated on pro-rata basis of the data provided by SACHIS for the duration of applicable SLA.

### 3.2.1 Service Level Agreement (SLA) Parameters

The Selected Service Provider shall agree to the following service level agreement (SLA) parameters while providing Printing services to SACHIS's stakeholders. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidation damage clauses on non-adherence to any of them. The SLA parameters are divided into 2 (two) types:

#### 3.2.1.1 One-Time SLA Parameters

1. Deliverable: Commencement of services
2. Definition: Commence the service as per the scope of work of RFP
3. Measurement Criteria: Within 3 days from the date of signing the contract between the Purchaser and the Service Provider
4. Timeline
  - a. Within 3 days (including 3<sup>rd</sup> Day) from the date of signing the contract between the Purchaser and the Service Provider: **Penalty – NIL**
  - b. Delay of every 1 day from 3<sup>rd</sup> day from the date of signing the contract between the Purchaser and the Service Provider: **Penalty – INR 50,000/- per day of delay. Capped at maximum of INR 15, 00,000/- (Fifteen Lakhs Only /-)**
  - c. Delay beyond 10 days starting from 3<sup>rd</sup> day from the date of signing the contract between the Purchaser and the Service Provider: **Penalty - SACHIS may choose to terminate the contract and PBG can be forfeited.**

#### 3.2.1.2 Operational SLA Parameters

1. For the purpose of SLA measurement turn-around-time shall be reviewed on a weekly basis. The penalty imposition on non-compliance shall be done on a weekly basis. The Service Provider shall provide detailed MIS of requests received and processed for printing, dispatch and delivery in the format to be shared by SACHIS with the selected PSP.
2. **Minimum Weekly Output**
  - The first delivery of the cards by the vendor should be done within 10 (Ten) days from the date of receipt of card data from the SACHIS and delivery of remaining cards shall be completed within a period of 7 days from the date of receiving of subsequent lot of card data.
  - After receiving the first lot of Card Data, the vendor will print sample cards for verification by the SACHIS team regarding compliance to the specifications laid down in the RFP. After verification by the Department, the vendor shall accordingly complete the process of printing of the first lot of cards and send them for delivery.
  - SACHIS needs the Service Provider to handover weekly printing output of PM-JAY Arogya Card to the DM Office every week (by the 7<sup>th</sup> Day); as such the Service

Provider shall be required to give a minimum weekly output calculated on the basis of 6 working days per week (Minimum daily output X 6 days), as under:

<b>TABLE 1</b>	
<b>Activity</b>	<b>Benchmark</b>
Electronic data download, printing, handover of daily printing output and delivery of PM-JAY Arogya Card to the DM Office.	Minimum Weekly Output: <b>30 Lakh</b>

Formula for Calculating SLA: Value of Penalty applicable = No. of deficit documents\*X Discovered printing price per document X SLA Penalty slab\*\*

\* Deficit Document: Number of documents remaining un-delivered out of the output quantity assigned for the week. \*\* SLA Penalty Slab: Number of Deficit documents divided by (Total number of Documents available to be printed)

### 3. Penalty for variation from benchmark

Penalty will be imposed if the PSP (printing service provider) fails to meet the minimum required output per week as mentioned in Table 1 of Part II of Section 3 and fails to meet the SACHIS allocated volume within the stipulated benchmark period mentioned in Table 2 of Part II of Section 3. The penalty table based on low output from benchmark is indicated below:

**Table – 2**

<b>Activity</b>	<b>Benchmark Period</b>	<b>Clause</b>
Print and deliver PM-JAY Arogya Card to the DM Offices of all districts in UP.	7 Days from the date of receipt of data from SACHIS (excluding National holidays)	<ol style="list-style-type: none"> <li>1. If performed within 7 days*, no penalty will be applicable.</li> <li>2. If performed within 2 Days* after benchmark periods – 1% of payment applicable for the default services, shall be charged as penalty.</li> <li>3. If performed after 5 Days* from the benchmark period– 5% of payment applicable for the default services shall be charged as penalty.</li> <li>4. If not printed and dispatched within 10 Days* from the benchmark period than 10% of payment applicable for the default services shall be charged as penalty.</li> </ol> <p><i>*excluding three national holidays</i></p>

### 3.2.1.3 Critical Error

1. Poor printing quality of document.
2. Production damage to document.



3. Any other error directly attributed to Production or Printing flaws, as per the specification or implicit requirements.
4. Duplicate Document printing.
5. Wrong Delivery
6. Less number of cards printed from the Dataset provided by SACHIS
7. Bundling, packaging or tagging errors

**Penalties for Critical Errors:** Such errors shall, in the normal course, never occur. However, on occurrence of such an error, the Service Provider will be required to:

1. Re-print the entire document print batch, the cost of which shall be borne by the Service Provider.
2. Delivery cost of all the documents in the print batch shall be borne by the Service Provider.
3. In addition, there shall be a penalty of 25 times of the discovered printing price per document for every document reported with critical error.
4. The Service Provider shall also analyze the root cause of error(s) occurred and implement Corrective Measures within 3 days of report. Objective evidence of corrective measures needs to be provided to the Purchaser.
5. The penalties for variation from benchmark (Clause 10) and for critical errors (C) are mutually exclusive and shall apply independent of each other.

Required specifications for PM-JAY Arogya Card is given in Appendix A.

Above SLA is also mutually exclusive to other SLAs and will be applied separately.

**Important:** Total penalty applicable shall be capped at 15,00,000 (Fifteen Lakhs). In case, the penalty levied on service provider exceeds 10% of the invoice value for 2 consecutive weeks, SACHIS shall have the discretion of terminating the contract and getting the work done by any other agency.

## 4 Section IV – General and Special Conditions of Contract

### 4.1 Part I – General Conditions

#### 4.1.1 General Conditions

##### 4.1.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. “Applicable Law” means the laws and any other instruments having the force of law in India.
2. “Purchaser” means the entity purchasing the services under this Contract.
3. “Contract” means the Agreement entered into between the Purchaser and the Service Provider, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein.
4. “GC” means these General Conditions of Contract (Part-I of Section IV).
5. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 4.1.6 of GC, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
6. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 4.1.2.1 of GC.
7. “Government” means the Government of India / Government of Uttar Pradesh
8. “Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Providers are the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.
9. “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.
10. “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
11. “SC” means the Special Conditions of Contract (Part-II of Section IV) by which the GC may be amended or supplemented.
12. “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.
13. “Bidder” means the entity bidding for the services under the Contract.
14. “Resident” means resident of India.
15. “SACHIS” means State Agency for Comprehensive Health & Integrated Services.
16. “PSP” means the Print Service Provider
17. “In writing” means communication in written form with proof of receipt.

#### **4.1.1.2 Relationship between parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

#### **4.1.1.3 Law Governing Contract**

“This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India. The bidder and the vendor in the provision of its services under the contract shall be governed at all times by the provisions of Government of India and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the bidder/vendor contravenes any provisions of Government of India and the regulations framed there under, as applicable to the services rendered under this RFP/Contract, the bidder/vendor shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this RFP/contract.”

#### **4.1.1.4 Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **4.1.1.5 Notices**

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

#### **4.1.1.6 Location**

The Services of Printing of PM-JAY Arogya Card shall be performed at such locations, as the Purchaser may approve.

#### **4.1.1.7 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.

#### **4.1.1.8 Taxes & Duties**

1. The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.
2. The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. The

quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.

3. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Service Provider as the case may be.

#### **4.1.1.9 Fraud & Corruption**

##### **4.1.1.10 Definitions**

It is the Purchaser's policy to require that the Purchaser as well as Service Provider observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:

1. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser;
3. "collusive practices" mean a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
4. "coercive practices" mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
5. "unfair trade practices" mean supply of services different from what is ordered on, or change in the Scope of Work which was agreed to

##### **4.1.1.11 Measures to be taken by the Purchaser**

1. The Purchaser may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
2. The Purchaser may also apply sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

#### **4.1.1.12 Commissions & Fees**

Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

#### **4.1.1.13 Interpretation**

In this Contract unless a contrary intention is evident:

1. the clause headings are for convenient reference only and do not form part of this Contract;
2. unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;
3. unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
4. a word in the singular includes the plural and a word in the plural includes the singular;
5. a word importing a gender includes any other gender;
6. a reference to a person includes a partnership and a body corporate;
7. a reference to legislation includes legislation repealing, replacing or amending that legislation;
8. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
9. In the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.

#### **4.1.2 Commencement, Completion, Modification & Termination of Contract**

##### **4.1.2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.

##### **4.1.2.2 Termination of Contract**

###### **4.1.2.2.1 Termination of Contract for Failure to Become Effective**

If this Contract does not become effective within such time period as defined in the SC, Purchaser through a written notice to the other Party, declare the offer to sign the contract to be null and void. Purchaser may ask next ranked bidder to sign the contract or may publish new RFP.

#### **4.1.2.2.2 Termination of Contract subject to necessary approvals**

Notwithstanding the duration of the contract stated in GC 4.1.2.4, SACHIS, reserves the right to terminate the contract at any time without prejudice or liability.

#### **4.1.2.3 Commencement of Services**

The service provider shall begin carrying out the Services within 3 days (from the date of signing the contract between the Purchaser and the service provider).

#### **4.1.2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC4.1.2.2 hereof, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the SC. The contract may be extended for 2 months, in case of additional data to be printed, based on same terms and conditions, provided the performance of the PSP is found to be satisfactory by the Purchaser.

#### **4.1.2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties.

#### **4.1.2.6 Modifications or Variations**

- a. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b. In cases of substantial modifications or variations, required by the Service Provider, the prior written consent of the Purchaser is required.

#### **4.1.2.7 Force Majeure**

##### **4.1.2.7.1 Definition**

1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance ,and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take



into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

3. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

#### **4.1.2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **4.1.2.7.3 Measures to be Taken**

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:
  - i. immobilize, or
  - ii. Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 4.1.8.

#### **4.1.2.8 Suspension**

The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and(ii) shall allow the Service

Provider to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Service Provider of such notice of suspension.

#### **4.1.2.9 Termination**

##### **4.1.2.9.1 Termination**

- a. SACHIS may, without prejudice to any other remedy for breach of Contract, by 10 days prior written notice of default sent to the service provider, terminate the Contract in whole or in part in case of the occurrence of any of the events specified in paragraphs (a) to (k) of this Clause GC 4.1.2.9.
  - i. If the service provider fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR ii. If the service provider fails to perform any other obligation(s) under the contract."
- b. If for any reason the scheme has to be discontinued from the side of the purchaser (SACHIS), the next batch of printing will be discontinued, and payment will be made to the extent of cards printed and delivered.
- c. If the Service Provider becomes insolvent or goes into liquidation or bankruptcy or receivership whether compulsory or voluntary.
- d. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e. If, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than Fifteen (15) days.
- f. If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.
- g. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- h. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The SACHIS may decide to give one chance to the Service Provider to improve the quality of the services.
- i. If the Service Provider has been blacklisted by the SACHIS or any other government agency or disqualified for any reason.
- j. If the Service Provider fails to fulfill its obligations under Clause G.C 4.1.3 hereof.
- k. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 4.1.8 hereof.
- l. In the event of Service Provider found:
  - i. Sub-contracting of work/services not allowed under the RFP
  - ii. Provided incorrect information to SACHIS.

- iii. Non co-operative during audits conducted by SACHIS or auditing agencies appointed for the purpose.
- m. “If the service provider discloses any confidential information during its engagement with SACHIS, SACHIS may terminate this Contract, forthwith.”

#### **4.1.2.9.2 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 4.1.2.2 or GC 4.1.2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 4.1.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- a. such rights and obligations as may have accrued on the date of termination or expiration;
- b. the obligation of confidentiality set forth in Clause GC 4.1.3.4 hereof;
- c. the Service Provider’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 4.1.3.6 hereof; and
- d. any right which a Party may have under the Law.

#### **4.1.2.9.3 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 4.1.2.9.1 or GC 4.1.2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GC 4.1.3.9 or GC 4.1.3.10 hereof.

#### **4.1.2.9.4 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 4.1.2.9.1, the Service Provider shall be entitled /not entitled to payments as per the following:

- a. If the Contract is terminated pursuant to Clause GC 4.1.2.9.1 (d), (g), k(i) to k(iii) then the service provider shall be eligible for remuneration pursuant to Clause GC 4.1.6.3 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. If the Contract is terminated pursuant to Clause GC 4.1.2.9.1(b); then the service provider shall be eligible for payment upto the tranche of cards printed and delivered.
- c. If the agreement is terminated pursuant of Clause GC 4.12.9.1 other than those mentioned in (a) above, the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract.

#### **4.1.2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause GC 4.1.2.9.1 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 4.1.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### **4.1.2.10 Extension of Contract**

The contract may be extended for 2 months, in case of additional data to be printed, based on same terms and conditions, provided the performance of the PSP is found to be satisfactory by the Purchaser.

#### **4.1.2.11 Options Clause**

The purchaser can exercise an option to procure an additional quantity not exceeding 40% of the original contracted quantity on the same terms and conditions. This option will be applicable within the currency of the contract. It will be entirely at the discretion of the purchaser to exercise this option.

### **4.1.3 Obligations of the service provider**

#### **4.1.3.1 Standard of Performance**

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

**4.1.3.2 Service Provider Not to Benefit from Commissions, Discounts, etc.** The payment of the Service Provider pursuant to Clause **GC 4.1.6** shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.

#### **4.1.3.3 Prohibition of Conflicting Activities**

The Service Provider and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

- a. The Service Provider shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data

and information of any nature provided to the Service Provider for the discharge of services.

- b. The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from SACHIS, other than required for discharge of services.
- c. The Service Provider shall not give access to the information or data collected and received from SACHIS in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by SACHIS.

#### **4.1.3.4 General Confidentiality**

“Except with the prior written consent of the Purchaser, the Bidder and its personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of discharge of Services, nor shall the Bidder and the personnel make public the recommendations formulated in the course of or as a result of discharging the Services.

Bidder should comply with the IT Act, 2000 and other related Laws /Acts /Policies ‘C’ of Section V as part of its proposal.”

#### **4.1.3.5 Insurance to be Taken Out by the Service Provider**

The Service Provider shall take and maintain insurance against risks and coverage as per the industry standards and as per the applicable laws at their own cost, and such insurances as shall be specified in the SC; and (b) at the Purchaser’s request, shall provide evidence to the Purchaser showing that such insurance has been taken and maintained and the current premiums have been paid.

#### **4.1.3.6 Accounting, Inspection and Auditing**

- a. The Service Provider
  - i shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
  - ii. shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser. The Audit expenses shall be borne by the Service Provider
- b. The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider’s premises and/ or locations, facilities, or point of delivery of services performed under this contract.

- c. The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.
- d. If a third-party audit is conducted at the instance of PSP, the cost of audit will be borne by the PSP

#### **4.1.3.7 Sub- contracting**

The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract.

#### **4.1.3.8 Reporting Obligations**

The Service Provider shall submit to the Purchaser the reports and documents specified in Appendix C hereto, in the form, in the numbers and within the time periods set for within the said Appendix. The booking files shall be uploaded immediately after printing and delivery of PM-JAY Arogya Card, on the portable hard drive provided by SACHIS.

#### **4.1.3.9 Rights of Use**

All rights of use of any process, product, service, or data developed, generated, or collected, received from SACHIS or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.

#### **4.1.3.10 Safety & Security of Data, Premises, Location/ site**

- a. The Data provided by the Purchaser to the Service Provider, for printing of cards, is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.
- b. The Service Provider shall not use the information, the name or the logo of the Purchaser and or Government of India except for the purposes of providing the services as specified under this contract.
- c. The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.
- d. The Service Provider shall follow the Security Guidelines issued by Government of India.
- e. Data Retention period shall be defined and reviewed adequacy for at least 15 days after completion of a tranche of work, jointly by the Purchaser and the Service Provider.
- f. 'Certificate of Data deletion' to be provided by the Service Provider, at the time of raising periodic bills.

- g. The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, other relevant Acts.
- h. The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements
- i. The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.

#### **4.1.3.11 Equipment & Materials Provided by the Service Provider**

Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable.

#### **4.1.3.12 Intellectual Property Rights (IPR)**

The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.

#### **4.1.3.13 Assignment**

The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

### **4.1.4 Service provider's personnel**

#### **4.1.4.1 General**

The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### **4.1.4.2 Project Manager**

If required by the Purchaser, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services a Project Manager, acceptable to the Purchaser, shall take charge of the performance of such Services.

### **4.1.5 Obligations of the purchaser**

#### **4.1.5.1 Assistance and exemptions**

Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:

- a. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services.
- b. Provide to the Service Provider and Personnel any such other assistance as may be required in its opinion specified in the SC.

#### **4.1.5.2 Change in the applicable Law Related to Taxes and Duties**

- a) The Service Provider and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
- b) The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Service Provider.

#### **4.1.5.3 Payment**

Inconsideration of the Services performed by Service Provider under this Contract, the Purchaser shall make to the Service Provider such payments and in such manner as is provided by Clause **GC 4.1.6** of this Contract.

### **4.1.6 Payments to the service provider**

#### **4.1.6.1 Payment for Services**

- a. The Proof of Printing and Delivery of PM-JAY Arogya Card shall be weekly reported to the Purchaser in the format specified by the Purchaser.
- b. The Purchaser shall take into account the Proof of Delivery (PoD) as base. The payment will be calculated after multiplying such number of Articles with the discovered rate (No. of Articles as per PoD in a particular month X Discovered rate).
- c. The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.
- d. The Purchaser shall make the payment within 30 days of receiving the invoice from the Service Provider, subject to reconciliation process of Printing, Delivery & Receipt of PM-JAY Arogya Card, provided such invoices are undisputed and payable.

#### **4.1.6.2 Currency of Payment**

All payments shall be made in Indian Rupees

#### **4.1.6.3 Terms of Payment**

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

- a. The Service Provider shall submit invoice for payment when the payment is due as per agreed terms on 'Calendar month basis'. The payment shall be released as per the work-related milestones achieved.
- b. The invoices submitted by the Service Provider and the respective SLAs to be imposed thereon, if any, will be processed and verified by SACHIS.
- c. All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.



- d. In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.
- e. In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with:
  - i. Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination.
  - ii. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the rate as specified.

## **4.1.7 Good faith**

### **4.1.7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **4.1.7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 4.1.8 hereof.

## **4.1.8 Settlement of disputes**

### **4.1.8.1 Amicable Settlement**

Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, clause GC 4.1.8.2 shall become applicable.

### **4.1.8.2 Arbitration**

- a. Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration as per the Arbitration & Conciliation Act, 1996, to be decided by a sole arbitrator. The authority to

appoint the arbitrator shall be the State Agency for Comprehensive Health & Integrated Services (SACHIS).

- b. The arbitration proceedings shall be held at Lucknow, UP, India
- c. The decision Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.
- d. The decision to continue of performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.
- e. The courts in Lucknow, UP, India shall have exclusive jurisdiction in relation to this contract including this clause.
- f. All fees for pertaining to arbitration proceedings shall be borne by the parties equally.
- g. All other costs incurred by the parties shall be borne by the respective parties.

## **4.1.9 Liquidated damages**

### **4.1.9.1 Definition**

If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not corrected/modified to meet the requirements within 7 days of being informed by the Purchaser, the Purchaser shall be free to impose liquidated damages as specified in the SLA section of the RFP. In addition, the Purchaser reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider. LDs shall not be sole and exclusive remedy with the Purchaser. LDs will be imposed if the default is solely attributable to the Service Provider. LDs are capped at total of INR 15,00,000 (Rupees Fifteen Lacs). If the LDs cross this cap, Purchaser shall have the right to terminate the contract for breach and consequences for termination due to breach of contract shall apply.

### **4.1.9.2 Limitation**

The Service Providers are liable to the Purchaser for payment of liquidated damages as specified in the SLA.

## **4.1.10 Adherence to rules & regulations**

### **4.1.10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions**

- a. The Service Provider shall comply with the provisions of IT Act 2000 and other related Laws /Acts /Policies /Guidelines /Regulation, etc. including the amendments thereof particularly with respect to data confidentiality and privacy.
- b. The Service Provider shall also comply with provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.

- c. Access to the data Centre/data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities carried out by each of its personnel.
- d. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.
- e. The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of noncompliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).
- f. The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- g. The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.

#### **4.1.11 Limitation of liability**

##### **4.1.11.1 Limitation of Liability**

Except in case of gross negligence or willful misconduct:

- a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and
- b. The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the total amount specified in the contract, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement or any third party claims.
- c. The liability of Purchaser to Service Provider shall be limited to the amount of fees payable under the contract. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per Clause 4.1.2.2.2 of GC of this contract.

#### **4.1.12 Miscellaneous provisions**

##### **4.1.12.1 Miscellaneous Provisions**

- a. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- b. The Service Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- c. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.
- d. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider
- e. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.
- f. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- g. All materials provided to the Purchaser by bidder are subject to Country and STATE public disclosure laws such as RTI etc.
- h. The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to SACHIS without a written consent from the Purchaser.

## 4.2 Part II - Special Conditions of Contract

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
---------------------	--

4.1.1.5	<p>The addresses are:</p> <p>Purchaser: Chief Executive Officer</p> <p>Attention: State Nodal Officer – PM-JAY</p> <p>State Agency for Comprehensive Health &amp; Integrated Services (State Health Agency)  4<sup>th</sup> floor, Nav Chetna Kendra,  10- Ashok Marg, Hazratganj,  Lucknow – 226001.  Government of Uttar Pradesh</p> <p>E-mail: uprsby@yahoo.co.in</p> <p>Service Provider: _____</p> <p>Attention:_____ E-mail:_____</p>
4.1.1.6	<p>The Services shall be carried out at the site/s as agreed to and approved by the Purchaser.</p>
4.1.1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: State Nodal Officer – PM-JAY</p> <p>State Agency for Comprehensive Health &amp; Integrated Services (State Health Agency)  Lucknow , Government of Uttar Pradesh</p> <p>For the Service Provider:</p>
4.1.2.1	<p>The effective date of the Contract: Date of Signing of the contract by both parties which is 7 days from Notification of award</p>
4.1.2.3	<p>The date for the commencement of Services: <b>Within 3 days from the signing of the contract between the Purchaser and the Service Provider.</b></p>
4.1.2.4	<p>The tenure of the contract shall be for a period of <b>02 months w.e.f the effective Date of the contract</b></p>
4.1.3.5	<p>The risks and the coverage shall be as follows:</p> <p>a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a</p>

	<p>minimum coverage as per Motor Vehicles Act 1988;</p> <p>b. Third Party liability insurance, with a minimum coverage of the value of the contract</p> <p>c. Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>d. Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>e. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.</p>
4.1.6.2	The amount is in Indian Rupees (INR)
4.1.6.3	<p><b>General terms and conditions of Payment Schedule</b></p> <ol style="list-style-type: none"> <li>1. All undisputed and eligible payments shall be made by the Purchaser in favour of the PSP.</li> <li>2. The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</li> <li>3. Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.</li> <li>4. Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 30 days of submission of invoice and subject to reconciliation of Printing, Dispatch &amp; Receipt of number of PM-JAY Arogya Card claimed in invoice.</li> <li>5. Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by PSP is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the PSP, till such work/supply/service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</li> </ol> <p>All payments under this Contract shall be made to the account of the PSP with (Bank &amp; A/c No.):</p>
4.1.8.2	The Arbitration proceedings shall take place in Lucknow, UP in India and cost of Arbitrator / Arbitration to be borne by parties themselves.

## 5 Section V - Annexures and Appendices

### 5.1 Annexures

#### 5.1.1 Annexure I – e-Tender Submission Guidelines

##### **INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF E-BIDS**

#### **1. Submission of e-Bids:**

The Bid Submission module of e-procurement website <http://etender.up.nic.in> enables the bidders to submit the e-bids online against this bidding published by the purchaser. Bid may be submitted only during the period and time stipulated in the bidding. Bidders are advised to start the Bid Submission process well in advance so that they can submit their bids in time. The bidders shall submit their bids taking into account the server time, displayed in the e-procurement website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last date of submission stipulated in the schedule. The bidders cannot submit their bids after the completion of bid submission period. For delay in submission of bids due to any reasons, shall be responsibility of the bidder. The bidders shall follow the instructions mentioned herein under for submission of their e-bids:

**1.1** For participating in bids through the e-bidding system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The bidders shall first register themselves on the e-bidding website, if they have not done so previously, using the option “Click here to enroll” available on the home page of the website.

**1.2** In addition to the normal registration, the bidder has to register with their Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/ she will be allowed to carry out his /her bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register their DSC, the bidder shall first log on to the e-bidding system using the User Login option on the home page with the logging ID and Password with which they has registered as per clause 1.1 above. For successful registration of DSC on e-procurement website <http://etender.up.nic.in>., the bidder must ensure that they possess class-2 / Class-3 DSC issued by any certifying authorities duly approved by Controller of Certifying Authorities. The bidder is also advised to register their DSC on E-procurement website well in advance before bid submission period & time so that they do not face any problem while submitting their ebid against this bidding. The bidder can perform User Login creation and DSC registration exercise as described in clauses 1.1 and 1.2 above even before bid submission period starts. The purchaser shall not be held responsible if the bidder tries to submit their e-bid at the last moment of submission of bid, but could not submit due to DSC registration problem.



**1.3** The bidder can search for active biddings through “Search Active Biddings” link, select a bidding in which they are interested in and then move it to ‘My Biddings’ Folder using the option available in the Bid Submission menu. After selecting and viewing the bidding, for which the bidder intends to bid, from “My Biddings” folder, the bidder can place their bid by clicking “pay Offline” option available at the end of the view bidding form. Before this, the bidder should download the bidding document and price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder shall keep all the documents ready as per the requirements of bidding document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which shall be in the XLS Format (EXCEL sheet).

**1.4** After clicking the ‘Pay offline’ option, the bidder shall be redirected to the relevant page of Terms and Conditions. The bidder shall read the Terms and conditions before proceeding to fill in the Bidding fee offline payment details. After entering and saving the Bidding Fee details, the bidder shall click “Encrypt & Upload” option given in the offline payment details form so that “Bid Document Preparation and Submission” window appears to upload the documents as per technical (Fee details, Qualification details, Bid Form and Technical Specification details) and financial (Bid Form and Price Schedule/BOQ) schedules/packets given in the bidding details. The details of the Demand Draft or any other accepted instrument which is to be sent physically in the original before opening of technical bids, should tally with the details available in the scanned copy and the data entered during with submission time otherwise the bid submitted shall not be accepted.

**1.5** Next, the bidder should upload the Technical Bid Documents for fee details (Bidding fee), Qualification details as per PQC, and Financial Bid documents as per BOQ of bidding document. Before uploading, the bidder has to select the relevant Digital signature Certificate. They may be prompted to enter the digital signature Certificate password, if necessary. For uploading, the bidder should click “Browse” button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder’s computer.

**1.6** The Bidder shall click “Encrypt” next for successfully encrypting and uploading of required documents. During the above process, the bid documents are encrypted/ locked electronically with the DSC’s of the Bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only.

**1.7** After successful submission of bid documents, a page giving the summary of bid submission will be displayed that the process of e- bid submission is completed. The bidder can take a printout of the summary using the “print” option available in the window as an acknowledgement for future reference.

**1.8** Purchaser reserves the right to cancel any or all Bids without assigning any reason.





**1.9** The Bidders are advised to upload the scanned documents with minimum of 150 dpi scanner to ensure readable uploaded e- Bids.

## **2. Deadline for Submission of E-Bids:**

**2.1** E-Bids (Technical and Financial) must be submitted by the bidders at e-procurement website <http://etender.up.nic.in> as per date specified in table of Important Dates at the beginning of this document.

**2.2** The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents.

## **3. Late Bids**

**3.1** The server time indicated in the Bid Management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the bid submission activity will be allowed till the permissible date and time schedule in the bidding. Once the bid submission period is over, the bidder cannot submit their bid. Bidder has to start the Bid Submission well in advance so that the submission process is completed within the scheduled period, failing which; it shall be the bidder's responsibility.

## **4. Withdrawal and Resubmission of E-Bids**

**4.1** At any point of time, a bidder may withdraw their bid submitted online before the completion of bid submission period. For withdrawing, the bidder shall first log in using their login ID and password and subsequently by their Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The bidder shall then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder shall be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the reason for withdrawing the bid and upload the same for withdraw before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing their selected bid.

**4.2** No bid may be withdrawn in between the period fixed for submission of bids and the period of expiry. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of their bid security.

**4.3** The bidder can resubmit their bid as and when required till the scheduled bid submission end date and time. The bid submitted earlier will be replaced by the new one. The bid security submitted by the bidder earlier will be used for revised bid and the new bid



submission summary generated after the successful submission of the revised bid will be considered for evaluation purposes. For resubmission, the bidder shall first log in using their Login ID and Password and subsequently by their Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The bidder should then select “My Bids” option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click “View” to see the details of the bid to be resubmitted. After selecting the “Bid Resubmission” option, click “Encrypt & Upload” to upload the revised bid documents by following the methodology provided in clauses 1.4 to 1.7 .

**4.4** The bidders can submit their revised bids as many times as possible by uploading their bid documents within the schedule period for submission of e-bids.

**4.5** No bid can be resubmitted subsequently after the period for submission of bids is over.

- 5.** Bidders are advised to study the bid Document carefully. Submission of bids against the tender notice shall be deemed to have been done after careful study and examination of the procedures, terms and conditions stipulated in the bid Documents with full understanding of its implications.
- 6.** The bid document is available at e-procurement website <http://etender.up.nic.in>. Interested bidders may view, download the bidding document, seek clarification and submit their bid online up to the prescribed date and time through uploading on e-procurement website <http://etender.up.nic.in>.
- 7.** The bids shall be electronically opened in the presence of bidder’s representatives, who choose to attend, at the prescribed venue, date and time mentioned above.
- 8.** The Purchaser reserves the right to cancel any or all the bids/ annul the bidding process without assigning any reason thereof.
- 9.** In the event of date specified for bids opening, being declared a holiday then the bid shall be opened on next working day at schedule time.
- 10.** All the required documents shall be submitted/ uploaded by the bidder electronically in the PDF format. However, the Financial Bid should be submitted in the XLS format.
- 11.** No deviation from the Technical specification & Technical Conditions shall be acceptable.



### 5.1.2 Annexure I - Financial Bid Covering Letter

*(To be submitted on the Letter head of the applicant)*

To,  
(Address)

**Ref:** Request for Proposal (RFP) Notification No. \_\_\_\_\_ dated \_\_\_\_\_ Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide No. \_ dated \_\_\_\_\_ for SACHIS, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to SACHIS in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its amendments.
8. We understand that SACHIS is not bound to accept any bid received in response to this RFP.
9. In case we are engaged by SACHIS for executing the services, we shall provide any assistance/cooperation required by SACHIS/auditing agencies appointed by it/SACHIS officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
10. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by SACHIS.
11. The financial bid includes the cost of setting up and operating the services for Printing and Delivery of PM-JAY Arogya Card, cost of providing additional services and performing all functions as per the ‘Scope of Work’ and ‘SLAs’ defined in this RFP.
12. We already have the technical and financial capability in India for printing and delivery of PM-JAY Arogya Card in the manner detailed in the ‘Scope of Work’, as per the volume given below:

Number of Cards per day	
-------------------------	--



15. Our correspondence details with regard to this RFP are:

No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFP	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

Yours sincerely,

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

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

Name of Firm (Alongwith Official Seal):  
\_\_\_\_\_

Address:

### 5.1.3 Annexure II - Financial Bid Form

#### Financial Bid Form for Printing and Delivery of PM-JAY Arogya Card

**Reference:** RFP document No. \_\_\_\_\_/Dated \_\_\_\_\_/

1. Financial Bid format for providing the total per unit cost of the Printing and Delivery PM-JAY Arogya Card (exclusive of all statutory taxes and duties etc.) for the services required by the SACHIS is given in Table below. All taxes GST, Service tax, duties, fees, levies etc. has also been quoted separately as per the format provided.

S.No.	Item Description	State/UT	Unit Cost (in ₹) up to two decimal places as per the specifications given in the RFP (exclusive of all taxes)	Total Taxes (in %)	Total Unit cost (Inclusive of taxes)	Total Quantity (Given number is indicative only)	Total Cost (in ₹ up to two decimal exclusive of all taxes)	Total Cost (in ₹ up to two decimal inclusive of all taxes)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
1	Printing and delivery of PM-JAY Arogya Card to DM Offices of all districts of UP as per scope defined in this RFP.	Uttar Pradesh				90 Lacs		
<b>Grand Total (In Figures) (In Rs.)</b>							<b>XXXXXXXX (sum for column G)</b>	

Signature of Authorized Signatory \_\_\_\_\_ :

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



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

Name and Seal of the Firm: \_\_\_\_\_

### 5.1.4 Annexure III - Standard Contract Form

#### Contract for Printing and Delivery of PM-JAY Arogya Card

This Printing and Delivery of PM-JAY Arogya Card agreement is made at Lucknow on **this** \_\_\_\_\_ day of \_\_\_\_\_ 2018:

#### BETWEEN

State Agency for Comprehensive Health & Integrated Services (SACHIS), SACHIS under Government of Uttar Pradesh, having its office at **4<sup>th</sup> floor, Nav Chetna Kendra, 10- Ashok Marg, Hazratganj, Lucknow - 226001, UP**

(hereinafter called “**the Purchaser/ SACHIS**”) which expression shall unless repugnant to the context thereof include his successors, heirs, representatives, administrators and permitted assigns, represented by its CEO, SACHIS who is duly authorized to execute this Contract being the Party of the FIRST PART;

#### AND

\_\_\_\_\_ having its registered office at \_\_\_\_\_  
(hereinafter called “**the Service Provider**”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the OTHER PART.

**Purchaser** and **Service Provider** are collectively referred to as the “**Parties**” or individually referred to as a “**Party**” as the context may require.

WHEREAS, the Purchaser had invited bids for certain Services, viz., “Printing and Delivery of PM-JAY Arogya Card vide their bid document number F.No. \_\_\_\_\_/dated \_\_\_\_\_/”.

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

AND WHEREAS, the Purchaser has accepted the said Bid by the Service Provider for the supply of those Services as per the following rates exclusive of all statutory taxes (hereinafter “**the Contract Price**”).

AND WHEREAS, vide a Letter of Intent dated \_\_\_\_\_, the Purchaser agreed to place order for ‘Printing and Delivery of PM-JAY Arogya Card as per the rates given below:



Item	Rate in INR (in figure)	Rate in INR (in words)
PM-JAY Arogya Card printing & Delivery		

And in pursuance of having accepted the said bid, the Parties have agreed to enter into this Agreement. The Parties understand that all the conditions of the RFP, its amendments and clarifications issued, including those on allocation of volume, will be binding on both the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. General and Special Conditions of Contract mentioned in Section IV of the RFP;
  - b. The RFP
  - c. Acceptance letter of the bidder dated \_\_\_\_\_
  - d. Duly signed Letter of Intent dated \_\_\_\_\_
  - e. Proposal
3. The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix,]:*

Appendix A: Specification of PM-JAY Arogya Card  
Appendix B: Form of Performance Bank Guarantee Bond  
Appendix C: Non-Disclosure Agreement
4. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:
  - a. The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b. The Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.
5. The total quantity of Volume Allocation of Printing/Production and Delivery of PMJAY Arogya card as per the RFP is 90,00,000 (Ninety lacs)
6. The total value of the volume of PM-JAY Arogya Card will not exceed Rs. \_\_\_\_\_/- (Rupees in words) i.e. \_\_\_% of total contract value which is Rs. \_\_\_\_\_/-.



7. The Service Provider has already submitted a Contract Performance Guarantee amounting to Rs. \_\_\_\_\_/- (Rupees in words) which would be valid for 90 days beyond the two months' period of contract.
8. The services shall be carried out at the site/premises at \_\_\_\_\_ India as agreed by the Parties.

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

For/on behalf of (name of Purchaser)

CEO,

State Agency for Comprehensive Health &  
Integrated Services (SACHIS),  
Government of Uttar Pradesh (GoUP)

*[Authorized Representative]*

For/ on behalf of *[name of Service Provider]*

M/s

*[Name & position]*

*Authorized Representative]*



### 5.1.5 Annexure IV - Indicative copy of PM-JAY Arogya Card

#### प्रधानमंत्री जन आरोग्य योजना

- ✱ उत्तर प्रदेश के 1.18 करोड़ से अधिक परिवार चयनित, 6 करोड़ से अधिक व्यक्तियों को लाभ
- ✱ प्रतिवर्ष प्रति परिवार 5 लाख रुपये तक का स्वास्थ्य लाभ
- ✱ सरकारी या सूचीबद्ध निजी अस्पताल में स्वास्थ्य सुविधाओं का लाभ
- ✱ परिवार के सदस्यों की संख्या, आयु अथवा लिंग की बाध्यता नहीं

यह कार्ड अफेले में पारदर्शिता का प्रमाण नहीं है। अस्पताल में भर्ती होने के समय सहाज कार्ड/परिवार रजिस्टर की कॉपी के साथ आधार कार्ड, अस्पताल पहचान पत्र अथवा सरकार द्वारा जारी अन्य पहचान पत्र लाना आवश्यक है।



### 5.1.6 Annexure VI - Quality of Machines – Production in Volumes

S No.	Activity (Printing/Fabrication/Delivery)	Location	Make/ model of machine	No. of machines	Total Capacity Printing PM- JAY Cards	Capacity per day allocated for this job

### 5.1.7 Annexure VII - Quality and Experience of Technical Personnel

S No.	Name	Technical Post/Designation	Qualification	Experience

### 5.1.8 Annexure VIII - Past Experience of Firm in terms Turnover from Similar Work

Customer Name	Year of Execution	Job Volume	Turnover	Remarks

### 5.1.9 Annexure IX - Annual Turnover

S No.	Financial Year	Annual Turnover	Annual Turnover from printing and production operations	Remarks

## 5.1.10 Annexure X - Information Security Guidelines

### Information Security Requirements for Printing service provider

Printing service providers handle sensitive data of Ayushman Bharat holders while printing the Ayushman Bharat card. It is important that such data is secured during the entire lifecycle of processing within printing service provider including download of CSV files, creating the print format, printing at the printers, delivering etc. Following are the minimum information security requirements that shall be followed by the service provider while processing data as per the RFP:

1. PSP agency shall provide declaration or no objection certificate regarding the background such as education, criminal record, employment history etc. of its employees. SACHIS or agency appointed by SACHIS may validate this information during or after the employment of the respective agency.
2. All PSP employees handling SACHIS information assets shall sign a confidentiality (non-disclosure) agreement in addition to the contractual requirements
3. Information security policy, processes, roles and responsibilities for Information security shall be maintained by PSP for governance of Information security.
4. Periodic Information security training shall be provided to all the staff members. This must cover various security requirements of Government of India.
5. PSP shall ensure reconciliation of assets is performed on a periodic basis
6. List of authorized personnel having access to SACHIS resources shall be maintained, updated and shared with SACHIS on a weekly basis
7. Only authorized individuals shall be provided access to information assets processing SACHIS information such as external hard drives, desktops, laptops, printers etc.
8. PSP shall ensure that printers are placed in secured areas and access to the printers is restricted to authorized personnel only.
9. Logical access to printers shall be restricted using smart cards, PIN authentication, LDAP authentication, biometric solutions and other solutions
10. Access to print from the printers should also be logically controlled through individual IDs such as respective electronic access control cards, password etc.
11. PSP shall ensure that physical media when transferred (e.g., movement of hard disk from one location to another) is carried out in a secure manner. This may include, but not limited to:
  - I) Before sending any equipment out for repair, the equipment shall be sanitized to ensure that it does not contain any SACHIS sensitive data.
  - II) Media transfer shall be done by authorized individual / agency
  - III) Log register shall be maintained for all incoming and outgoing media
  - IV) All activities associated with the transfer of information system media shall be restricted to authorized personnel
  - V) Authorized personnel shall be accountable for information system media during transport outside of controlled areas



12. Information systems containing SACHIS information shall be disposed-off securely only after obtaining approval from SACHIS authorized personnel
13. Periodic reconciliation of various access (logical and physical) shall be performed by PSP
14. Printer shall be disabled from performing non printing functionalities such as copy, fax and scan etc.
15. PSP shall document and maintain network diagram that includes all network components such as firewall, routers etc. as well as their connections
16. Printing and Delivery of PM-JAY Arogya Card shall be physically and logically segregated from other networks of PSP.
17. The network for printing PM-JAY Arogya Card shall be protected through firewall and rules shall be enabled only on need basis and approval.
18. PSP shall deny communications with (or limit data flow to) known malicious IP addresses (black lists) or limit access only to trusted sites (whitelists).
19. PSP shall ensure that network devices such as firewalls, routers etc. installed in the premise are configured as per Minimum baseline security standards. PSP shall perform configuration review of the network devices on an annual basis.
20. Secure connectivity shall be established between PSP provider and CIDR
21. All systems including desktops, laptops, servers, network devices etc. used for providing services to SACHIS shall be handled as per the industry best practices such as CIS Benchmarks.
22. PSP shall ensure that latest patches are installed on all the information assets. The patch management process shall be defined and documented by service provider.
23. All CSV files containing resident identity information (name, age and gender), demographic, AHL TIN etc.) Information for the purpose of printing PM-JAY Arogya Card.
24. The PSP shall delete the CSV files containing resident information from all the systems used during printing process once the corresponding PM-JAY Arogya Card is printed and delivered. All invoices raised by the PSP shall be accompanied by a certificate stating that the PSP has permanently deleted from its systems the data pertaining to all residents whose PM-JAY Arogya Card have been printed. In no case PSP shall store the resident information in the server/systems for more than 7 days after the dispatch of printed documents.
25. All CSV files containing resident identity information (demographic data, AHL TIN etc.) shall stay in encrypted format while in storage within PSP systems.
26. Secure Key management process shall be maintained for secure key generation, ownership, distribution, archival, storage and revocation by the PSP vendor to protect the keys throughout their lifecycle. HSM shall be used to manage the secret keys and HSM management shall be done as per OEM recommendation and Industry best practice.
27. End to end security testing of the Ayushman Bharat related applications used by the PSP shall be provisioned by PSP. The testing results shall be shared with SACHIS on need basis.



28. Any changes to the information processing facilities and systems shall be first approved by appropriate authority within PSP and shall be logged. These changes can be:
  - I. Configuration changes
  - II. Change of OS
  - III. Use of new technology etc.
29. A record of all changes shall be maintained along with the appropriate artefacts
30. The PSP shall get its operations audited by an information systems auditor certified by a recognized body under the Information Technology Act, 2000 and furnish certified audit reports to the Authority, upon request or at time periods specified by the Authority.
31. SACHIS shall reserve right to audit systems and processes of the PSP on need basis to ensure compliance with stipulated security policy published time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect SACHIS information assets. SACHIS shall share the findings of the audit with the PSP;
32. If any non-compliance is found as a result of the audit, the PSP shall:
  - a) Determine the causes of the non-compliance;
  - b) Evaluate the need for actions to avoid recurrence of the same;
  - c) Determine and implement corrective action;
  - d) Review the corrective action taken.
33. PSP and their partners shall ensure compliance to all the relevant laws, rules and regulations, including, but not limited to, Information Technology Act 2000 and 2008 amendments and other prevailing laws.
34. The PSP shall ensure compliance to the information security policy of SACHIS.
35. PSP shall remediate critical and high security gaps within 7 days of being reported to SACHIS or within 7 days of being reported by SACHIS and share a compliance report.



### **5.1.11 Annexure XI – Declaration by Bidder for not being black-listed**

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

To,

CEO,

State Agency for Comprehensive Health & Integrated Services,

Lucknow, UP

Dear Sir,

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

Sincerely,

Name & Designation of the Authorized Signatory



### 5.1.12 Annexure XII: Integrity Pact

(To be submitted along with pre-qualification bid)

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

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

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

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

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to  
secure the contract by providing assurance to them that their competitors will also abstain  
from bribing and other corrupt practices and SACHIS will commit to prevent corruption, in  
any form, by its officials by following transparent procedures. In order to achieve these





goals, SACHIS will appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

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

## 1. COMMITMENTS OF SACHIS

1.1 SACHIS commits to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipment / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

1.2 The SACHIS undertakes that no employee of the SACHIS, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.3 SACHIS will during tender process treat all bidders with equity and reason. The SACHIS before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the SACHIS with full and verifiable facts and the same is prima-facie found to be correct by the SACHIS, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SACHIS and such a



person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SACHIS the proceedings under the contract would not be stalled.

## 2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SACHIS, connected directly or indirectly with the bidding process or to any SACHIS person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SACHIS or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with SACHIS for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with SACHIS.
- 2.4 The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids



or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- 2.5 The Bidders/ Contractors will not commit any offence under relevant Anti-corruption Laws of India. Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by SACHIS as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SACHIS or any agency/ organization/consultant working with SACHIS.
- 2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with SACHIS
- 2.9 The Bidder will promptly inform the Independent External Monitor (of SACHIS) if he receives demand for a bribe or illegal payment / benefit and If the comes to know of
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the SACHIS or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.



### 3. PREVIOUS TRANSGRESSION

3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any Government Organization (PSU / Municipalities/ Central or State Government Departments) in India in respect of any corrupt practices envisaged hereunder that could justify Bidder's exclusion from the tender process.

3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

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

4.1 If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the SACHIS is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.

4.2 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.

4.3 The Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SACHIS and SACHIS shall not be required to assign any reasons therefore.

4.4 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

4.5 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.



- 4.6 If any outstanding payment is due to the Bidder from SACHIS in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.7 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by SACHIS along with interest.
- 4.8 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the SACHIS resulting from such cancellation / rescission and the SACHIS shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.9 Forfeiture of Performance Bond in case of a decision by the SACHIS to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.10 The decision of SACHIS to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.11 The Bidder accepts and undertakes to respect and uphold the absolute right of SACHIS to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.12 To debar the Bidders/ Contractors from participating in future bidding process of SACHIS for a minimum period of one year for similar scope of services.
- 4.13 Any other action as decided by SACHIS based on the recommendation by Independent External Monitors (IEMs).

## 5. INDEPENDENT EXTERNAL MONITOR/ MONITORS

- 5.1 The SACHIS appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.



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



## 6. VALIDITY OF THE PACT

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

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

## 7. FACILITATION OF INVESTIGATION

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

## 8. MISCELLANEOUS

8.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the SACHIS i.e. State Health Agency, **SACHIS, 4<sup>th</sup> floor, Nav Chetna Kendra, 10- Ashok Marg, Hazratganj, Lucknow - 226001, UP** and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

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

-----



SACHIS

BIDDER

Signature -----

Name of officer -----

-----

Designation -----

Name of Company-----

-----

Address -----

-----

Dated -----

-----

WITNESS-1(SACHIS)

Witness-1(BIDDER)

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----



## 5.2 Appendices

### 5.2.1 Appendix A (I). Specification of PM-JAY Arogya Card

1. Printing/Production and Delivery of PM-JAY Arogya Card shall be as per the specifications of design and colour scheme indicated by SACHIS.

2. Specifications of PM-JAY Arogya Card

1.	Card Type	Multi-Layer PVC Card (Waterproof Cards)
2.	Dimensions	<u>3.375 x 2.125 inch ( 85.7 mm x 54 mm)</u>
3.	Weight	<u>Maximum 5 grams</u>
4.	Thickness	<u>0.76 mm (As per ISO)</u>
5.	Colour	Both Sides Multicolor printing PM-JAY logo in colour
6.	Printing Method	Offset
7.	Security Features	Bar Code
6.	Variable data	As per design, printing matter will be provided to selected PSP

*Note: Indicative copy of PM-JAY Arogya Card is available at Annexure-IV and V.*

### 5.2.2 Appendix B Form of Performance Bank Guarantee Bond



(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

State Agency for Comprehensive Health & Integrated Services

Government of Uttar Pradesh

Lucknow

Dear Sirs,

1. In consideration of the State Agency for Comprehensive Health & Integrated Services, Government of Uttar Pradesh, (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at..... (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No..... dated..... valued at.....for..... (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (in words & figures).

2. We.....  
.....(Name & Address of Bank Branch)having its Head office at  
..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Service Provider merely on a demand from the Purchaser stating that the amount claimed is due by way of inconvenience caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Purchaser and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree



that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Service Provider. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Service Provider or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser 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 Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and not withstanding any security or other guarantee the Purchaser may have in relation to the Service Provider's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (in words & figures).
  - (2) This Bank Guarantee will be valid up to .....; and
  - (3) 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.....2018 at.....

**WITNESS**

.....  
(Signature) (Signature)  
.....  
(Name)(Name)  
.....



(Official Address)(Designation with Bank Stamp)  
Attorney as per Power of Attorney No.....  
Dated.....

### 5.2.3 Appendix C Non-Disclosure Agreement

(To be executed on ₹ 100 stamp paper)

This Non-Disclosure Agreement (“Agreement”) is executed on \_\_\_ day of \_\_\_\_ 2018 (“Effective Date”), by and between:

**State Agency for Comprehensive Health & Integrated Services** or SACHIS, through its Chief Executive Officer, having its office at **SACHIS,4<sup>th</sup> floor, Nav Chetna Kendra , 10-Ashok Marg, Hazratganj, Lucknow - 226001, UP**, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context and meaning include its successors, administrators and assigns)of the ONE PART;

**AND**

\_\_\_\_\_, a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative [Name] holding the designation [Designation], having its registered office at [address], (hereinafter referred to as the “**Bidder**” which expression shall, unless repugnant to the context and meaning, include its successors, administrators, executors, attorneys, agents and assigns) of the OTHER PART.

WHEREAS:

- A. The Bidder is desirous of bidding for Bid No..... covering “[RFP FOR SELECTION OF SERVICE PROVIDER FOR Printing and Delivery of PM-JAY Arogya Card (hereinafter called the said 'RFP') issued by the Authority.
- B. The Bidder is aware and confirms that the Authority’s business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority.

NOW THEREFORE,



In consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

- 1** The confidential information to be disclosed by the Authority shall include without limitation, any and all information in written, representational, electronic, verbal or other form, whether or not expressly marked as "Confidential", relating directly or indirectly to inventions, processes, products, methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, source codes, object codes, "know how", drawings, designs, patents, copyright, trademarks, trade secrets, unpublished records and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
- 2** Subject to clause 11 of this Agreement, it is hereby agreed by the Bidder that this Agreement shall apply in perpetuity and shall survive the termination of any other contract, agreement, arrangement or understanding entered into by or executed between the Authority and the Bidder.
- 3** Confidential Information does not include information which:
  - a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b) information in the public domain as a matter of law;
  - c) is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d) the Bidder is required to disclose by order of a competent court or regulatory authority;
  - e) is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

- 4** The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event the degree of



confidentiality shall be less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b) to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c) to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, provided such employees, agents and representatives have duly executed a Non-Disclosure Agreement with the Bidder, to maintain confidentiality of the Confidential Information disclosed to them; and
  - d) to treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- 5** The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.
- 6** Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder undertakes that it shall be liable for any and all unauthorized access to and disclosure of Confidential Information by any of its employees, agents and / or representatives.
- 7** The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
- 8** The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its



direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

- 9** Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and/or termination of the contract or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
- 10** In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 hours and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.
- 11** The Bidder covenants and agrees that, during the term of its engagement with the Authority and for twelve (12) months after the termination thereof, regardless of the reason for the termination, the Bidder shall not, directly or indirectly, represent any entity or authority engaged in same or substantially similar nature of work as that of the Authority, anywhere in the world, for any work which is similar to the Bidder's scope of work as provided by the Authority.
- 12** This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The Recipient in the provision of its services under the contract shall be governed at all times by the provisions of Ayushman Bharat (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016



and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the Recipient contravenes any provisions of Ayushman Bharat Act, 2016 and the Regulations framed thereunder, as applicable to the services rendered under the RFP and / or this Agreement, the Recipient shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this Agreement.

- 13** The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Authority irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Authority shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Authority shall deem appropriate. Such right of the Authority shall be in addition to Remedies otherwise available to the Authority at law or in equity.

For and on behalf of:

For Authority  
(Authorised Signatory Office Seal)

For Bidder  
(Authorised Signatory Office Seal)

Name:  
Designation: Chief Executive Officer  
Date:  
Place:

Name:  
Designation:  
Date:  
Place:

\*\*\*\*\*